AGENDA
MOBILE CITY COUNCIL MEETING

Wednesday, November 8, 2023, 10:30 AM

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

   Ed Connick, Public Safety Chaplain
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **COMMUNICATIONS FROM THE MAYOR**
7. **ADOPTION OF THE AGENDA**
8. **APPEALS**

   Request of Stephen Hill for a waiver of the Noise Ordinance at Crestview Park, on December 2, 2023, from 5:00 p.m. - 8:30 p.m. (District 4).

   Request of Arlisha Ward for a waiver of the Noise Ordinance at Cathedral Square, on November 22, 2023, from 7:00 a.m. - 7:00 p.m. (District 2).
9. **PUBLIC HEARINGS**

   Public hearing to consider modification of a previously approved Planned Unit Development to be consistent with the proposed subdivision; 6301 Grelot Road (District 6).

   Public hearing to declare the structure at 2712 Harper Avenue a public nuisance and order it demolished (District 1).

   Public hearing to declare the structure at 815 Chin Street a public nuisance and order it demolished (District 2).

   Public hearing to declare the structure at 2351 Howell Avenue a public nuisance and order it demolished (District 5).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Levi Wright, Jr. - Comments about being overcharged for City services from the City of Mobile and the police department concerning an annual community motorcade honoring deceased community leaders.

Pastor Valenia Green - Concerns about veterans and homeless children in Mobile.

Thomas Mitchell - Comments about homeless people in Mobile.

Clint Gilbert - Request that the Council adopt a resolution refusing to accept Palestinian refugees into the City.

Christine Dallas - Request the release of the bodycam footage and the autopsy report of Jawan Dallas. Questions about the circumstances of the police officers involved.

Alex Lofton - Comments regarding the death of Jawan Dallas and the safety of all citizens in Mobile.

Pat Law - Comments about the death of Jawan Dallas.

Betty Martin - Comments regarding the death of Jawan Dallas.

LaTanga Thompson - Request the release of the body cam footage concerning Jawan Dallas.

Katie Herndon - Advocating for the release of the bodycam footage concerning the death of Jawan Dallas.

Norma Moore - Asking for the release of the bodycam footage regarding the death of Jawan Dallas.

11. ORDINANCES HELD OVER

34-050 Ordinance to Amend Chapter 34, "Licenses and Taxation" of the Mobile City Code (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

88-051 Ordinance deeming properties at 2652 and 2656 Weems Drive not now needed for public or municipal purposes and authorizing the sale (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

12. RESOLUTIONS HELD OVER

01-1205 Authorize agreement for grant participation with the Southwest Alabama Regional Highway Safety Office (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

08-1206 Approve purchase orders for fuel for the WAVE Transit System (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1207 Approve purchase order to CL Dews & Sons Foundry & Machinery Co., Inc. for storm drain catch basin grates and frames; $21,819.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1209 Approve purchase order to Emergency Equipment Professional, Inc. for engine and fuel system for fire pumper truck; $55,069.68 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1210 Approve purchase order to Lytx, Inc. for July and August drivecam services for Motor Pool; $48,658.27 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1211 Approve purchase order to SHI International Corp. for one-year subscription for Adobe Sign, Acrobat, and Creative Cloud document management software for MIT; $54,485.33 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1212 Allocate funds from the Unassigned Fund Balance in the General Fund to Capital Improvement Fund, Capital Project Civic Center-New Parking Facility; $9,660,000.00 (sponsored by Mayor Stimpson) (submitted by Relya McMillian, Capital Projects).

21-1213 Authorize contract with Thompson Engineering, Inc. for US 45 streetscape improvements $25,000.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-1214 Authorize contract with White-Spunner Construction, LLC for Mobile Civic Center parking facility; $38,160,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

25-1215 Accept five temporary construction easements and one permanent sidewalk easement for the Highway 45 streetscapes improvement project (Wilson Ave. to Prichard Ave.) (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept. and Carleen Stout-Clark, Real Estate Dept.).

25-1216 Grant permanent sanitary sewer easement and temporary construction easement to the Board of Water and Sewer Commissioners of the City of Mobile (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept. and Carleen Stout-Clark, Real Estate Dept.).

31-1217 Authorize the Mayor to apply, accept and receive a grant for the Hurricane Response Marine Debris Removal Fund through the National Fish

and Wildlife Foundation and the National Oceanic and Atmospheric Administration; $463,441.00 ($105,663.36 match) (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).
31-1218 Authorize Amendment No. 1 with the State of Alabama Department of Conservation and Natural Resources for existing grant; Innovating St. Louis Street; $5,442,124.00 additional funding (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

13. ORDINANCES BEING INTRODUCED

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 BEING INTRODUCED

40-1219 Declare the structure at 2712 Harper Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-1220 Declare the structure at 815 Chin Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1221 Declare the structure at 2351 Howell Avenue a public nuisance and order it demolished (sponsored by Councilmember Daves).

58-1222 Declare weeds noxious, Group 1649.

58-1223 Assess costs for removal of weeds, Repeat Weed Lien Group 67.

60-1224 Determine an appropriation to Boyington Oak Society serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-1225 Determine an appropriation to Housing First, Inc. serves a public purpose and approve payment (sponsored by Councilmembers Penn and Daves) (submitted by Donna Bryars, Accounting Dept.).

60-1226 Determine an appropriation to The Courtyards at Magnolia Grove Property Owners Association, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

09-1241 Rescind Resolution 09-1096, adopted September 26, 2023 (sponsored by City Council) (submitted by Donna Bryars, Accounting Dept.).

09-1242 Transfer funds from General Fund to Capital Improvements Fund (sponsored by City Council) (sponsored by Donna Bryars, Accounting Dept.).

15. CIP RESOLUTIONS BEING INTRODUCED

21-1227 Authorize Consultant Agreement with Gant Group & Associates, LLC for stage & classroom improvements at Springhill Recreation Center; $20,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

16. RESOLUTIONS BEING INTRODUCED

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).

17. CALL FOR PUBLIC HEARINGS

41-1239 Call for public hearing to consider a proposed modification of a previously approved Planned Unit Development for property located at 161 Dogwood Lane (scheduled for December 12, 2023) (District 7).

41-1240 Call for public hearing to consider a proposed modification of a previously approved Planning Approval for property located at 161 Dogwood Lane (scheduled for December 12, 2023) (District 7).

18. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

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	11/3/2023 - 11:43 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Submitted by:

Lisa C. Lambert, City Clerk

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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/2/2023 - 1:22 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Ward	Cover Memo	11/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/2/2023 - 2:10 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Arlisha Ward

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2513914551 Cell Number: 2513914551

Organization (if applicable) _____

Mailing Address of Applicant 8400 willow walk ct saraland, Al 36571

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

Location or address of event where amplification will be used:

Cathedral Square

Date of Event: 11/22/23 Starting Time: 7am Ending Time 7pm

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

Type of Event: Homeless Giveway

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

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	11/1/2023 - 11:25 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

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	11/2/2023 - 10:16 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

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	11/2/2023 - 10:21 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

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	11/2/2023 - 10:23 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Wright	Cover Memo	11/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/2/2023 - 1:27 PM

2023 OCT 31 PM 1:03

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: Levi WRIGHT, JR. Date: Oct 31, 2023

Address: 2256 Dickens

Phone: 225-773-9459 Email: _____

Date to Address City Council: Wed - Nov. 8, 2023

Subject and/or specific questions (must complete): Comments, Questions, concerning a city Community motorcade; which is our Annual Community event honoring our deceased Community leaders (members) and their family. We keep being over charging for services from the City of Mobile, And the Police Dept.

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

The City of Mobile need to Review their Rules And New policies for Community events.

Signature: _____

Levi WRIGHT, JR.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Green	Cover Memo	11/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/2/2023 - 1:33 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Tue 10/31/2023 12:38 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Valenia Green

Date To Address Council: 2023-11-08

Address: 603 Delaware St.

Email: valeniagreen@gmail.com

Phone: 2513228540

Subject And Specific Questions: Veterans, Homeless Children and Low Wealthy Income Children

Pertain To City Business: Assistance with citizens

Signature: Valenia Green

Signature Verify: X

Agree: X

Date Submitted: 2023-10-31 12:38:42

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Mitchell	Cover Memo	11/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/2/2023 - 1:34 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: Thomas Mitchell Date: November 1st

Address: No Home N/A

Phone: 251-230-5124 Email: N/A

Date to Address City Council: Next Week I can't Find is the Right Date on the

Subject and/or specific questions (must complete):
Homeless Tired of being several Peopl
cure and People abusing there
Power all Because They Have dese
it's against the Law not acceptable

How does this pertain to city business (must complete):
It is Pertain to city business cuz there is
several People that Homeless also I would
Like for more housing to be But cuz I
hear ly Froze to Death November 1st

Signature: Thomas Romello Mitchel

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Gilbert	Cover Memo	11/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/2/2023 - 1:48 PM

11-2-23

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 11/1/2023 4:52 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Clint Gilbert

Date To Address Council: 2023-11-~~07~~ 08

Address: 7350 Laurie Ct, Mobile, AL 36695

Email: j.gilbo.45@gmail.com

Phone: 251-525-6745

Request the Council adopt a resolution to refuse acceptance of Palestenians into the City limits.

Subject And Specific Questions: 1. Illegal immigrants traveling through or settling in our area. 2. Wartime refugees potentially being settled in our area by the Federal Govt.

Pertain To City Business: Illegal immigration is dangerous in many ways. They bring drugs, diseases, crime and slavery and lower the standard of living for lawful residents and US Citizens. We should not allow these aliens to pass through or settle. The Federal Govt is currently considering settling wartime refugees from the area called Palestine into American communities. This is very dangerous. The Palestinian people, though not all actual terrorists, have for more than a decade, continued to elect terrorist leaders in Gaza. They are obviously hostile and we should resolve to refuse to accept any of these people that the Federal Govt tries to settle here.

Signature: Clint Gilbert

Signature Verify: X

Agree: X

Date Submitted: 2023-11-01 16:52:09

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Christine Dallas	Cover Memo	11/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/2/2023 - 1:52 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 11/2/2023 10:48 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Christine Dallas

Date To Address Council: 2023-11-07

Address: 10523 Beverly Rd Irvington Al 36544

Email: christinedallas312@gmail.com

Phone: 2515455606

Subject And Specific Questions: Body can footage of Jawan Dallas, release of autopsy of Jawan Dallas, circumstances of police officers

Pertain To City Business: Jawan Dallas was killed by the Mobile Police Department

Signature: Christine Dallas

Signature Verify: X

Agree: X

Date Submitted: 2023-11-02 10:48:07

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

Re: CityofMobile.org: Addressing City Council Submission

City Clerk <cityclerk@cityofmobile.org>
Thu 11/2/2023 12:13 PM
To:christinedallas312@gmail.com <christinedallas312@gmail.com>

Received. The meeting will be on Wednesday, November 8, 2023.

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, November 2, 2023 10:48 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

CAUTION: External Email

Name: Christine Dallas
Date To Address Council: 2023-11-07
Address: 10523 Beverly Rd Irvington Al 36544
Email: christinedallas312@gmail.com
Phone: 2515455606
Subject And Specific Questions: Body can footage of Jawan Dallas, release of autopsy of Jawan Dallas, circumstances of police officers
Pertain To City Business: Jawan Dallas was killed by the Mobile Police Department
Signature: Christine Dallas
Signature Verify: X
Agree: X
Date Submitted: 2023-11-02 10:48:07

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Lofton	Cover Memo	11/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/2/2023 - 1:53 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Thu 11/2/2023 9:53 AM

To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Alex j Lofton

Date To Address Council: 2023-11-07

Address: 1811 Blackman st

Email: huggybeardapoet@yahoo.com

Phone: 2513822258

Subject And Specific Questions: MPD murdered of Jawan Dallas

Pertain To City Business: The Safety of all Mobile citizens is at stake with bad cops on the force

Signature: Alex j lofton

Signature Verify: X

Agree: X

Date Submitted: 2023-11-02 09:53:49

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

Re: CityofMobile.org: Addressing City Council Submission

City Clerk <cityclerk@cityofmobile.org>
Thu 11/2/2023 10:42 AM
To:huggybeardapoet@yahoo.com <huggybeardapoet@yahoo.com>
Received. The meeting will be on Wednesday, November 8, 2023.

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, November 2, 2023 9:53 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

CAUTION: External Email

Name: Alex j Lofton
Date To Address Council: 2023-11-07
Address: 1811 Blackman st
Email: huggybeardapoet@yahoo.com
Phone: 2513822258
Subject And Specific Questions: MPD murdered of Jawan Dallas
Pertain To City Business: The Safety of all Mobile citizens is at stake with bad cops on the force
Signature: Alex j lofton
Signature Verify: X
Agree: X
Date Submitted: 2023-11-02 09:53:49

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Law	Cover Memo	11/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/2/2023 - 1:56 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 11/2/2023 12:33 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Pat Law

Date To Address Council: 2023-11-07

Address: 2990 Graham Rd North Mobile Al

Email: Mzpatlaw@yahoo.com

Phone: 2516053837

Subject And Specific Questions: I will address the seats held by city officials to be held accountable in regards to the Jawan Dallas Case

Pertain To City Business: Jawan Dallas was killed by Mobile Police Department

Signature: Pat Law

Signature Verify: X

Agree: X

Date Submitted: 2023-11-02 12:33:51

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Martin	Cover Memo	11/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/2/2023 - 1:58 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 11/2/2023 8:38 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Betty Kay Martin

Date To Address Council: 2023-11-07

Address: 8770 D K Rd

Email: 85bkbm@gmail.com

Phone: 2513056823

Subject And Specific Questions: Jawan Dallas

Pertain To City Business: Mobile city police department

Signature: Betty Kay Martin

Signature Verify: X

Agree: X

Date Submitted: 2023-11-02 08:38:29

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

Re: CityofMobile.org: Addressing City Council Submission

City Clerk <cityclerk@cityofmobile.org>
Thu 11/2/2023 10:43 AM
To:85bkbm@gmail.com <85bkbm@gmail.com>
Received. The meeting will be on Wednesday, November 8, 2023.

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, November 2, 2023 8:38 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

CAUTION: External Email

Name: Betty Kay Martin
Date To Address Council: 2023-11-07
Address: 8770 D K Rd
Email: 85bkbm@gmail.com
Phone: 2513056823
Subject And Specific Questions: Jawan Dallas
Pertain To City Business: Mobile city police department
Signature: Betty Kay Martin
Signature Verify: X
Agree: X
Date Submitted: 2023-11-02 08:38:29

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Thompson	Cover Memo	11/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/2/2023 - 2:03 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 11/2/2023 11:20 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: LaTanga Thompson

Date To Address Council: 2023-11-07

Address: 7211 Old Military Rd

Email: latangat@yahoo.com

Phone: 2514061623

Subject And Specific Questions: Jawan Dallas

Pertain To City Business: The video of Jawan Dallas

Signature: LaTanga Thompson

Signature Verify: X

Agree: X

Date Submitted: 2023-11-02 11:20:45

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

Re: CityofMobile.org: Addressing City Council Submission

City Clerk <cityclerk@cityofmobile.org>
Thu 11/2/2023 12:11 PM
To:latangat@yahoo.com <latangat@yahoo.com>

Received. The meeting will be on Wednesday, November 8, 2023.

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, November 2, 2023 11:20 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

CAUTION: External Email

Name: LaTanga Thompson
Date To Address Council: 2023-11-07
Address: 7211 Old Military Rd
Email: latangat@yahoo.com
Phone: 2514061623
Subject And Specific Questions: Jawan Dallas
Pertain To City Business: The video of Jawan Dallas
Signature: LaTanga Thompson
Signature Verify: X
Agree: X
Date Submitted: 2023-11-02 11:20:45

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Herndon	Cover Memo	11/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/2/2023 - 2:11 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 11/2/2023 1:39 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Katie Herndon

Date To Address Council: 2023-11-07

Address: 205 De Sales Ave Mobile 36607

Email: kpf1986@gmail.com

Phone: 512-264-4785

Subject And Specific Questions: Advocating for transparency by the Administration relative to release of the body camera footage to the Dallas family.

Pertain To City Business: This involves the Mobile Police Department and the Administration.

Signature: Katie Herndon

Signature Verify: X

Agree: X

Date Submitted: 2023-11-02 13:38:58

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

Re: CityofMobile.org: Addressing City Council Submission

City Clerk <cityclerk@cityofmobile.org>
Thu 11/2/2023 1:49 PM
To:Katie <kpf1986@gmail.com>

Received. The meeting will be on Wednesday, November 8, 2023.

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, November 2, 2023 1:38 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

CAUTION: External Email

Name: Katie Herndon
Date To Address Council: 2023-11-07
Address: 205 De Sales Ave Mobile 36607
Email: kpf1986@gmail.com
Phone: 512-264-4785
Subject And Specific Questions: Advocating for transparency by the Administration relative to release of the body camera footage to the Dallas family.
Pertain To City Business: This involves the Mobile Police Department and the Administration.
Signature: Katie Herndon
Signature Verify: X
Agree: X
Date Submitted: 2023-11-02 13:38:58

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Norma Moore	Cover Memo	11/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/2/2023 - 2:13 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 11/2/2023 1:56 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Norma Moore

Date To Address Council: 2023-11-07

Address: 11005 Argyle Rd Irvington Al 36544

Email: normamoore1953@gmail.com

Phone: 2513272773

Subject And Specific Questions: Ask for release of body cam footage regarding Jawan Dallas

Pertain To City Business: Mobile Police Department responsible for his death

Signature: Norma Moore

Signature Verify: X

Agree: X

Date Submitted: 2023-11-02 13:56:03

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

Re: CityofMobile.org: Addressing City Council Submission

City Clerk <cityclerk@cityofmobile.org>
Thu 11/2/2023 1:56 PM
To:normamoore1953@gmail.com <normamoore1953@gmail.com>

Received. The meeting will be on Wednesday, November 8, 2023.

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, November 2, 2023 1:56 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

CAUTION: External Email

Name: Norma Moore
Date To Address Council: 2023-11-07
Address: 11005 Argyle Rd Irvington Al 36544
Email: normamoore1953@gmail.com
Phone: 2513272773
Subject And Specific Questions: Ask for release of body cam footage regarding Jawan Dallas
Pertain To City Business: Mobile Police Department responsible for his death
Signature: Norma Moore
Signature Verify: X
Agree: X
Date Submitted: 2023-11-02 13:56:03

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to establish business license codes for Short-Term Rental properties and for Real Property Management

Amount of Contract:

n/a

Effective Date of Contract:

10/31/2023

Funding Source

Project # Ordinance to Amend Chapter 34 - Licenses and Taxation **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
Ordinance to Amend Chapter 34 - Licenses and Taxation	Ordinance	10/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	10/19/2023 - 11:14 AM
			10/19/2023 -

Legal	Kern, Chris	Approved	12:58 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:47 PM

34-_____ 2023

AN ORDINANCE TO AMEND
CHAPTER 34 − LICENSES AND TAXATION − OF THE MOBILE CITY CODE

_____

Sponsored by: Mayor William S. Stimpson

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section One. Findings and Purpose

(a) The Uniform Development Code adopted by the City Council on July 12, 2022 established certain permitting requirements and site and design criteria for Short-Term Rentals located in areas of the City other than within the Downtown Development District. One of those required criteria is that "a valid City of Mobile business license must be obtained for each discrete Short-Term Rental location."

(b) The Licenses and Taxation Chapter of the Mobile City Code levies and assesses a business license fee for the privilege of doing any kind of business, trade, profession or other activity in the city or the police jurisdiction. [Chapter 34, Article III, Business License Code and Schedule of Licenses, Section 34-41]. The purpose of this Ordinance is to establish business license codes for Short-Term Rental properties and for Real Property Management. The City Council desires to make it clear that any person or entity providing Short-Term Rentals within the City or its police jurisdiction, whether located in the Downtown Development District or elsewhere, is a "business" required to obtain a "business license" as defined in Article III of Chapter 34 of the Mobile City Code.

(c) The City business license categories established herein do not affect lodging taxes, which are due and owing on gross receipts from charges for lodgings and accommodations as provided by City Code.

(d) The City Council hereby finds that the City's regulation of short-term rental uses is a valid exercise of the City's police power conferred by Code of Ala. 1975, § 11-45-1 and its licensing power conferred by Code of Ala. 1975, § 11-51-90, and furthers the legitimate governmental interests of the City.

Section Two. Amendment of Article III, Chapter 34, Schedule of Licenses

The Schedule of Licenses section set forth in Article III of Chapter 34 of the Mobile City Code titled "Business License Code and Schedule of Licenses," is hereby amended as follows:

(a) Amend existing NAICS code 721311 to read in its entirety as follows:

NAICS	TITLE	LICENSE RATE
721311	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

(b) Add the following NAICS code:

NAICS	TITLE	LICENSE RATE
531311	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.	0.002621

Section Three. Amendment of and Addition to Definitions in City Code Chapter 34

That Chapter 34, Article III, Section 34-43 of the Mobile City Code is hereby amended to add the following definitions:

Short-Term Rental means a lodging accommodation for transient guests where a residential dwelling unit or any part thereof is provided in exchange for compensation. Includes the rental of a residential dwelling unit or dwelling of any type, room, building, house, or other habitable structure, or any part thereof, 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 eighty (180) consecutive days per rental period. Hotels, motels, bed and breakfasts, and other land uses explicitly defined and regulated by the Unified Development Code, Chapter 64 of the Mobile City Code, separately

from short-term rentals are not considered short-term rentals. Excludes a rental between parties to the sale of such dwelling unit or building where valid documentation of the sale is provided. Excludes rentals of property subject to the Alabama Uniform Residential Landlord and Tenant Act, Code of Ala. § 35-9A-101 et seq.

Real Property Management means any person or entity that engages in rental leasing and/or property management services within the City of Mobile or its police jurisdiction within the meaning of Alabama Code Section 34-27-30 and Administrative Regulations applicable to the Alabama Real Estate Commission, including any person or entity that engages in renting or offering to rent a short-term rental. 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.

Section Four. Amendment of and Addition to City Code Section 34-46

That Chapter 34, Article III, Section 34-46 of the Mobile City Code is hereby amended to add a subsection (b) so that Section 34-46 now reads in its entirety as follows:

Section 34-46. License shall be location specific.

(a). For each place at which any business is carried on, a separate license shall be paid, and any person desiring to engage in any business for which a license is required shall designate the place at which business is carried on, and the license to be issued shall designate such place, and such license shall authorize the carrying on of such business only at the place designated.

(b) The following provisions apply to Short-Term Rentals:

(1) A valid City of Mobile Business license must be obtained for each discrete Short-Term Rental location and the business license number must be stated on any advertisement or listing for each Short-Term Rental. Provided, however, that Short-term Rentals containing multiple units within a single structure that can be rented separately shall only be required to obtain a single license for each structure.

(2) Any person or entity serving or operating as a Short-Term rental Manager that is not also the owner of the property proposed to be covered under the license must obtain their own separate Business License pursuant to the Mobile City Code.

(3) The name and telephone number of a local responsible party shall be conspicuously posted within each Short-term rental. The local responsible party shall answer and respond to calls twenty-four (24) hours a day, seven (7) days a week for the duration of each Short-term rental period to address problems or complaints associated with the Short-term rental.

Section Five. Existing Law.

All other provisions and sections set forth in the Mobile City Code not specifically amended herein shall remain in full force and effect.

Section Six. Severability.

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

Section Seven. Effective Date.

This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Submitted by:

James Roberts, Senior Director
Neighborhood Development

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Ordinance- 2652 and 2656 Weems Drive	Cover Memo	10/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	10/26/2023 - 11:45 AM
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:47 PM

2023

AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE SALE THEREOF

Sponsored by: Mayor William S. Stimpson

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the properties at 2652 and 2656 Weems Drive hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said properties be sold to KNOWLES DEVELOPMENT GROUP:

2652 Weems Drive
THESE ARE THE METES AND BOUNDS AS FOLLOWED:
LOT 2 RESUB OF SIENA VISTA COURT MBK 107/4 #SEC 23 T4S R1W #MP29 07 23 0 002

2656 Weems Drive
THESE ARE THE METES AND BOUNDS AS FOLLOWED:
LOT 3 RESUB OF SIENA VISTA COURT MBK 107/4 #SEC 23 T4S R1W #MP29 07 23 0 002

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name, and on behalf of the City of Mobile, the Purchase Agreement when prepared for the property shown above.

SECTION THREE: The Mayor and the City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name, and on behalf of the City of Mobile, the Warranty Deed when prepared for the property shown above.

SECTION FOUR: Said Purchase Agreement and Warranty Deed are by reference made a part of this ordinance as fully as if set forth herein, and a copy of such will be on file in the office of the City Clerk and in the office of the Real Estate Officer of the City of Mobile, 4th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Adopted:

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Submitted by:

Chief Paul O. Prine, MPD

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize and execute an agreement for grant participation with the Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program (CTSP) for traffic grants.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds 0 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	10/19/2023
Agreement for MPD Participation	Backup Material	10/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Threadgill, Randy	Approved	10/19/2023 - 2:39 PM
Legal	Kern, Chris	Approved	10/19/2023 - 3:16 PM
Legal	Kern, Chris	Approved	10/19/2023 - 3:16 PM
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:37 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 and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement for grant participation with the Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program (CTSP) for traffic grants as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept any grant funds, if offered, and to sign any agreements or other documents in connection with Community Traffic Safety Program (CTSP) and to provide any information required by the Southwest Alabama Regional Highway Safety Office. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

MOBILE COUNTY COMMISSION
SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE

P.O. BOX 1443 • MOBILE, AL 36633 • PHONE # 251-222-9233

Community Traffic Safety Program (CTSP)
Agreement for CTSP Grant Participation
Fiscal Period: October 01, 2023 – September 15, 2024

(NOT the same as a grant's authorized spending period during this Contract Period)

THIS AGREEMENT ("Agreement" and/or "Contract") is entered into between the SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE, by and through the MOBILE COUNTY COMMISSION (together, "SWARHSO"), and the governing entity of the MOBILE POLICE DEPARTMENT (hereinafter referred to as "AGENCY"), for official participation in SWARHSO's Community Traffic Safety Program (CTSP) grant(s), and for 100% funded salary, plus allowable FICA fringe, for overtime traffic safety enforcement (and other time as approved by the Alabama Department of Economic Community Affairs ("ADECA" and/or SWARHSO), and for traffic enforcement/traffic safety equipment, dependent upon approval of applicable grant(s).

1. The term of this Agreement will be from **October 01, 2023, through September 15, 2024; however, this contract period will not be the same as any grant's authorized spending period during the fiscal year.** Expenditure of CTSP grant funds will only be allowable under this agreement for the AGENCY's grant activity performed within the state-designated Southwest Region's Counties of: Baldwin, Choctaw, Conecuh, Clark, Dallas, Escambia, Greene, Hale, Marengo, Mobile, Monroe, Perry, Sumter, Washington and Wilcox.

2. Grants covered under the Community Traffic Safety Program (CTSP) are as follows:
   - *Selective Traffic Enforcement Program,* ***October 1, 2023 - September 30, 2024***
   - *Hot Spot Impaired Driving Enforcement Program* ***October 1, 2023- September 30, 2024***
   - *Click It or Ticket Memorial Day Enforcement Program,* ***May 20, 2024 – June 2, 2024***
   - *Drive Sober or Get Pulled Over Labor Day Enforcement Program,* ***August 16, 2024 – September 2, 2024***

3. The funds for this agreement were awarded by the National Highway Traffic Safety Administration (NHTSA) and are passed through ADECA and SWARHSO. Therefore, all expenditures are subject to all federal and state laws, rules and regulations, including LETS policy letters.

4. The United States Federal Government has set forth that NO entity may supplant funds or use Federal grant funds for budget relief of state, regional, county, city, local, or any other non-federal funds. Federal grant funds are intended for the purpose of providing monies for overtime traffic enforcement/traffic safety activities conducted outside of the AGENCY's budgeted initiatives. According to the State of Alabama ADECA/LETS Policy Letters, "Supplanting" is defined as, "to deliberately reduce State or local funds because of the existence of Federal funds." **GRANT FUNDS ARE TO BE SPECIFICALLY UTILIZED FOR WORKING TRAFFIC GRANT DETAILS ONLY. THEY ARE NOT TO BE USED FOR SERVING WARRANTS, CHECKING BUILDINGS, BACKING UP REGULAR DUTY OFFICERS, ETC. FUNDS ARE FOR TRAFFIC ENFORCEMENT ONLY PURSUANT TO THE GRANT OBJECTIVE AS OUTLINED BY THE SWARHSO.**

5. Upon approval of grant(s), funding will be made available to the AGENCY through the CORE reporting system by SWARHSO as authorized by the Alabama Department of Economic and Community Affairs (ADECA). **This Agreement for CTSP Grant Participation is not a notice of grant approval, but is required for the AGENCY's receipt of CTSP grant funds and equipment once or if such become available.**

6. NO AGENCY will be approved to receive overtime enforcement funding without having entered into this Agreement with the SWARHSO and being registered with the CORE system. NO AGENCY will be approved to receive overtime enforcement funding without having an approved overtime policy adopted by or on behalf of the AGENCY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this Agreement, which meets the minimum requirements set forth to participate in this

program. Once a grant is approved by ADECA, applicable funding allocations under such grant will then be awarded by SWARHSO, to AGENCY's that meet all funding requirements, and have submitted all required documentation. If an AGENCY is awarded traffic overtime funds, the fund dates and amount will be recorded on the CORE reporting system. The AGENCY will be notified of the grant award by SWARHSO. Such notification will include information such as the grant's name and number, amount of funding allocated, the spending period during which the grant funds must be spent, the final deadline required for submitting the reimbursement claim, and other guidelines and/or requirements such as hotpot locations, as applicable.

7. During the applicable grant period(s), AGENCY grant expenditures will be evaluated by SWARHSO to determine if the AGENCY would likely utilize allocated funds before the end of a grant's authorized work period. Any funds determined to be surplus may be transferred to other agencies that can utilize the funds by SWARHSO through the CORE reporting system website. The AGENCY should inform SWARHSO as soon as possible, if any grant funds will likely not be expended, for voluntary release of such funds. The sooner the notification, the sooner SWARHSO may transfer such funds elsewhere to be spent. SWARHSO and/or ADECA have the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by SWARHSO and/or ADECA.

8. **Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed.** ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows: **(1.)** contract with SWARHSO, **(2.)** CORE Project Reimbursement Form, **(3.)** CORE Roll-Up form, **(4.)** CORE contact report(s) for each person claiming reimbursement hours on the grant, **(5.)** copy of every citation and warning citation claimed on the grant, **(6.)** time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant, **(7.)** City or County overtime policy. Basically, any agency claiming reimbursement for overtime hours worked, should have documentation on file to account for hours worked and traffic statistics claimed. The above mentioned paperwork should be kept on file by each agency for no less than 3 years from the date of the claim. Each agency will be notified if a file audit/review is requested. Any agency that is unable to produce ALL forms required to verify the claims that have been submitted to the SWARHSO, may be required to refund ALL funds that were reimbursed on the grant in question.

9. The AGENCY agrees to utilize the CORE reporting system for ALL funding awards made by SWARHSO. Submission of reimbursement forms, other than those forms required by SWARHSO for the contract period, will result in return of an AGENCY's reimbursement claim for completion on the proper forms; and therefore, delay reimbursement to the AGENCY. Each different grant requires separate reimbursement forms and reports to be submitted to SWARHSO. Combining information from different grants into a claim will result in return of an AGENCY's reimbursement claim for correction; and therefore, delay reimbursement to the AGENCY.

10. **At a minimum, reimbursement claims (CORE forms or an email if no activity) are required to be submitted to SWARHSO by the 7th of the month following the enforcement period, whether grant activity occurred during the previous month or not, to allow SEARHSO to have an accurate account of activity in the region.**

11. Suspension of funds, until all documentation is properly completed by the AGENCY and received by SWARHSO, may occur for those departments not in compliance with program requirements.

12. **The FINAL deadline for receipt of FINAL reimbursement claims/requests from the AGENCY will be seven (7) business days from the closing date of September 15, 2024 (received by SWARHSO – in the CTSP office). Any claims received by SWARHSO after this date will NOT be reimbursed.** It is the AGENCY's responsibility to ensure that all of their reimbursement claims are submitted to SWARHSO in a timely manner, so

as to meet these monthly timelines and final deadline. Though the contract period of this agreement extends to September 15th (for CTSP participation purposes), the AGENCY must comply with each grant's designated work period and final reimbursement claims deadline, i.e., Click It or Ticket Program. **No reimbursement will be made for work performed outside of each grant's regionally authorized work period.**

13. The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to SWARHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify SWARHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.

14. The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of SWARHSO, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. SWARHSO assumes no responsibility for the manner in which or means by which the AGENCY performs its activities pursuant to this agreement. SWARHSO enters into this agreement for the sole purpose of distributing grant funds and/or equipment made available by ADECA. The AGENCY agrees to hold SWARHSO harmless from any liability for any damages arising from any acts or omissions occurring in connection with the AGENCY's performance under this Agreement.

15. The AGENCY agrees to comply with all other requirements as set forth by ADECA and/or SWARHSO, which are needed to carry out the scope and intent of this project, in accordance with applicable agreement(s) into which are entered between SWARHSO and ADECA. Reimbursement of funds may be suspended until all applicable CTSP grant and agreement requirements are met.

16. Subject to the terms of the grant, SWARHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for actual overtime traffic enforcement worked under a CTSP grant project, provided the activity is documented in accordance program requirements, as set forth by SWARHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.

17. **Termination for Cause**. If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately, SWARHSO will immediately terminate this Agreement by giving verbal and written notice to the Agency of such termination.

18. This Agreement shall be deemed to have been executed in Alabama and all questions of interpretation shall be governed by the laws of the State of Alabama with proper venue for any claim arising hereunder lying in Baldwin County.

19. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered.

AGENCY:

10/19/22

By: _____
Its: Authorized Official
Date: _____

ATTEST:

_____
By: _____
Its: City Clerk
Date: _____

AGENCY:

_____

_____
By: _____
Its: Sheriff/Police Chief
Date: _____

To what Address should reimbursement checks be mailed? (Changes only)
(Any changes to such address must be submitted in writing to SWARHSO)

_____
_____
_____

_____ _____

Signature of Authorized Official
Randall Dueitt, President
Mobile County Commission

Date

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve purchase orders for fuel for the Wave Transit.

Wave Transit expense.

Amount of Contract:
Total = $79,040.25

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

ATTACHMENTS:

Description	Type	Upload Date
20231026 Agenda Package Wave Fuel POs	Cover Memo	10/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:52 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1181	2024	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (SELAED BID 5845)	$22,790.25	(298802) CAMPBELL OIL COMPANY
1183	2024	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (SEALED BID 5845)	$28,125.00	(298802) CAMPBELL OIL COMPANY
1184	2024	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (SEALED BID 5845)	$28,125.00	(298802) CAMPBELL OIL COMPANY

Adopted:

_____
City Clerk

Bill To	Requisition 00001181-00 FY 2024
ACCOUNTS PAYABLE	PO 24000970
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5845 AND YOUR BID RESPONSE			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS	7500.00 GALLON	3.03000	22725.00
	PRICE.			
	Vendor Item			
	Inventory Item/Loc 5295			
1	6060.70.00.0000.0000.0000.0000.0000.45020.			22725.00
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7500.00 EACH	0.00870	65.25
	Vendor Item			

Bill To	Requisition 00001181-00 FY 2024
ACCOUNTS PAYABLE	PO 24000970
P O BOX 389	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	Inventory Item/Loc 7982			
1	6060.70.00.0000.0000.0000.0000.0000.45020.			65.25

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

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

Requisition Link

Requisition Total 22790.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	22790.25	
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	10/26/23	SANDRA LEWIS	GL Allocation, GL Allocation c
Approved	10/26/23	DONALD ROSE	Auto approved by: 910518227
Approved	10/26/23	SANDRA LEWIS	
Approved	10/26/23	STEVEN KRONINGER	Auto approved by: 910518227

Bill To	Requisition 00001181-00 FY 2024
ACCOUNTS PAYABLE	PO 24000970
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/26/23	SAMANTHA COOLEY		Auto approved by: 910518227	
	Approved	10/26/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	10/26/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001183-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	3.75000	28125.00
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			28125.00
	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00001183-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: Status: Released Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			

Requisition Link

Requisition Total 28125.00

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	28125.00	

WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Queued	10/26/23	DONALD ROSE	
Queued	10/26/23	SANDRA LEWIS	
Queued	10/26/23	STEVEN KRONINGER	
Queued	10/26/23	SAMANTHA COOLEY	
Queued	10/26/23	JOHN PAINE	
Queued	10/26/23	MICHAEL SPAFFORD	

Bill To	Requisition 00001183-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001184-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	3.75000	28125.00
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			28125.00
	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00001184-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: Status: Released Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			

Requisition Link

Requisition Total 28125.00

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	28125.00	

WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Queued	10/26/23	DONALD ROSE	
Queued	10/26/23	SANDRA LEWIS	
Queued	10/26/23	STEVEN KRONINGER	
Queued	10/26/23	SAMANTHA COOLEY	
Queued	10/26/23	JOHN PAINE	
Queued	10/26/23	MICHAEL SPAFFORD	

Bill To	Requisition 00001184-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID # 5845
FUEL (DIESEL)
18 OCT 2023
12:01 PM

	CAMPBELL OIL COMPANY	DAVISON FUELS + OIL	INDIGO ENERGY	MANSFIELD OIL COMPANY .0060 TERMS DISCOUNT	PETROLEUM TRADERS CORPORATION	RETIF OIL + FUEL, LLC	SARATOGA RACK MARKETING
MARGIN PRICE PER GALLON	.0087	.0350	.0521	.1035 .0975 WITH TERMS DISCOUNT	.0665	.0389	.0091

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 007

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

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

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

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

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

FUEL

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

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

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

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

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

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

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

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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

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

PRICING:

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

_____
Margin Price per Gallon

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

State any special conditions or ordering instructions:

_____

No Bid Bond is required.

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

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

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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

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

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

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to C L Dews & Sons Foundry & Machinery Co Inc for storm drain catch basin grates and frames.
General fund.

Amount of Contract:

$21,819.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231024 Dews Agenda Package POs	Cover Memo	10/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:41 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
11182	2023	(2086B) CONCRETE/CAVE-IN	STORM DRAIN CATCH BASIN GRATES AND FRAMES (SEALED BID 5841; PRICE QUOTE)	$21,819.00	(45095) C L DEWS & SONS FOUNDRY & MACHINERY CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00011182-00 FY 2023
ACCOUNTS PAYABLE	PO 23014391
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor
C L DEWS & SONS FOUNDRY & MACHINERY CO
P O BOX 1647

HATTIESBURG, MS 39401

Tel#601-582-4427
Fax 601-544-4937

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	045095				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
001	FRAMELESS TYPE CATCH BASIN GRATING DWG: 1012 DEWS# 190202	8.00 EACH	354.00000	2832.00
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			2832.00

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

002	STANDARD MANHOLE LID & FRAME DWG 1043 & DWG 1044	5.00 EACH	1700.00000	8500.00
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			8500.00

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To

Bill To	Requisition 00011182-00 FY 2023
ACCOUNTS PAYABLE	PO 23014391
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
C L DEWS & SONS FOUNDRY & MACHINERY CO	PUB WORKS-CONCRETE & SIDEWALK
P O BOX 1647	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
HATTIESBURG, MS 39401	
Tel#601-582-4427	
Fax 601-544-4937	
	Deliver To
	PUB WORKS-CONCRETE & SIDEWALK
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	045095				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
003	STANDARD MANHOLE LID & FRAME DWG 1040	5.00 EACH	1700.00000	8500.00
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			8500.00
	Ship To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
004	MANHOLE FRAME DWG 1031	5.00 EACH	500.00000	2500.00
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			2500.00

Bill To	Requisition 00011182-00 FY 2023
ACCOUNTS PAYABLE	PO 23014391
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
C L DEWS & SONS FOUNDRY & MACHINERY CO	PUB WORKS-CONCRETE & SIDEWALK
P O BOX 1647	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
HATTIESBURG, MS 39401	
Tel#601-582-4427	
Fax 601-544-4937	
	Deliver To
	PUB WORKS-CONCRETE & SIDEWALK
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	045095				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
005	DRIVEWAY TYPE CATCH BASIN FRAME & COVER DWG 991	20.00 EACH	1300.00000	26000.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			26000.00
	Ship To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00011182-00 FY 2023
ACCOUNTS PAYABLE	PO 23014391
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
C L DEWS & SONS FOUNDRY & MACHINERY CO	PUB WORKS-CONCRETE & SIDEWALK
P O BOX 1647	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
HATTIESBURG, MS 39401	
Tel#601-582-4427	
Fax 601-544-4937	
	Deliver To
	PUB WORKS-CONCRETE & SIDEWALK
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	045095				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
006	21"X25" DRIVEWAY TYPE CATCH BASIN FRAME AND COVER DWG 998 DEWS # 190207	4.00 EACH	1635.00000	6540.00
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			6540.00
	Ship To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
007	FRAMELESS DRIVEWAY TYPE GRATING DWG 999	4.00 EACH	350.00000	1400.00
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			1400.00

Bill To	Requisition 00011182-00 FY 2023
ACCOUNTS PAYABLE	PO 23014391
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 5

Vendor
C L DEWS & SONS FOUNDRY & MACHINERY CO
P O BOX 1647

HATTIESBURG, MS 39401

Tel#601-582-4427
Fax 601-544-4937

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	045095				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
008	10 1/2" SQUARE WATER BASIN GRATE & FRAME DWG: 1008	3.00 EACH	1600.00000	4800.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			4800.00
	Ship To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00011182-00 FY 2023
ACCOUNTS PAYABLE	PO 23014391
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 6

Vendor	Ship To
C L DEWS & SONS FOUNDRY & MACHINERY CO	PUB WORKS-CONCRETE & SIDEWALK
P O BOX 1647	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
HATTIESBURG, MS 39401	
Tel#601-582-4427	
Fax 601-544-4937	
	Deliver To
	PUB WORKS-CONCRETE & SIDEWALK
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	045095				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
009	C.I. FRAME & GRATE 22" SQUARE DWG:1019	2.00 EACH	1600.00000	3200.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			3200.00

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

010	MANHOLE FRAME EXTENSION DWG:1073	5.00 EACH	850.00000	4250.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			4250.00

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To

Bill To	Requisition 00011182-00 FY 2023
ACCOUNTS PAYABLE	PO 23014391
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 7

Vendor	Ship To
C L DEWS & SONS FOUNDRY & MACHINERY CO	PUB WORKS-CONCRETE & SIDEWALK
P O BOX 1647	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
HATTIESBURG, MS 39401	
Tel#601-582-4427	
Fax 601-544-4937	
	Deliver To
	PUB WORKS-CONCRETE & SIDEWALK
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	045095				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
011	MANHOLE COVER DWG: 1032	5.00 EACH	500.00000	2500.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			2500.00
	Ship To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
012	CONCAVE INLET FRAME & GRATE DWG: 1071	4.00 EACH	1700.00000	6800.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			6800.00

Bill To	Requisition 00011182-00 FY 2023
ACCOUNTS PAYABLE	PO 23014391
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 8

Vendor	Ship To
C L DEWS & SONS FOUNDRY & MACHINERY CO	PUB WORKS-CONCRETE & SIDEWALK
P O BOX 1647	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
HATTIESBURG, MS 39401	
Tel#601-582-4427	
Fax 601-544-4937	
	Deliver To
	PUB WORKS-CONCRETE & SIDEWALK
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	045095				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
013	21" STANDARD MANHOLE LID & FRAME DWG: 990	3.00 EACH	1600.00000	4800.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			4800.00
	Ship To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00011182-00 FY 2023
ACCOUNTS PAYABLE	PO 23014391
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 9

Vendor	Ship To
C L DEWS & SONS FOUNDRY & MACHINERY CO	PUB WORKS-CONCRETE & SIDEWALK
P O BOX 1647	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
HATTIESBURG, MS 39401	
Tel#601-582-4427	
Fax 601-544-4937	
	Deliver To
	PUB WORKS-CONCRETE & SIDEWALK
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	045095				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
014	STANDARD MANHOLE LID & FRAME, 425 LBS. DWG 1044.	5.00 EACH	100.00000	500.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			500.00

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 83122.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.44020.	83122.00	78163.08
PUBLIC SERVICE MAINTENANCE EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	06/23/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	06/23/23	JAMES DELAPP	

Bill To	Requisition 00011182-00 FY 2023
ACCOUNTS PAYABLE	PO 23014391
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 10

Vendor	Ship To
C L DEWS & SONS FOUNDRY & MACHINERY CO	PUB WORKS-CONCRETE & SIDEWALK
P O BOX 1647	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
HATTIESBURG, MS 39401	
Tel#601-582-4427	
Fax 601-544-4937	
	Deliver To
	PUB WORKS-CONCRETE & SIDEWALK
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	045095				CONCRETE/CAVE-IN

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/23/23	CASI CALLAWAY		Auto approved by: 910518527	
	Approved	09/29/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved	09/29/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	09/29/23	JOHN PAINE		Approved by: 9105neej	
	Approved	09/29/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

CITY OF MOBILE
PURCHASING DEPARTMENT
P.O. Box 1948 MOBILE, ALABAMA 36633
PHONE - (251) 208-7434
FAX - (251) 208-7430

Purchase Order

Fiscal Year 2023 Page: 1 of: 2

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 23014391-02

No invoice will be considered without purchase order number on the invoice. No changes, substitutions, or increase in prices without permission of the City of Mobile Purchasing Department.

BILL TO
City of Mobile
Accounts Payable
P.O. Box 389
Mobile, AL 36601

VENDOR
C L DEWS & SONS FOUNDRY & MACHINERY CO INC
P O BOX 1647
HATTIESBURG, MS 39401

SHIP TO
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
601-582-4427	601-544-4937	JAMES NEESE JR	ASHLEY ADAMS - CONCRETE/CAVE-IN

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
09/29/2023	45095			CONCRETE/CAVE-IN

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	THIS IS A CONFIRMATION GRATES & FRAMES				
1	FRAMELESS TYPE CATCH BASIN GRATING DWG: 1012 DEWS# 190202	8.0	EACH	$381.00	$3,048.00
2	STANDARD MANHOLE LID & FRAME DWG 1043	5.0	EACH	$1,083.00	$5,415.00
3	STANDARD MANHOLE LID & FRAME DWG 1040	0.0	EACH	$0.00	$0.00
4	MANHOLE FRAME DWG 1031	0.0	EACH	$0.00	$0.00
5	DRIVEWAY TYPE CATCH BASIN FRAME & COVER DWG 991 QUOTING GRATE ONLY, 190208.	20.0	EACH	$316.00	$6,320.00
6	21"X25" DRIVEWAY TYPE CATCH BASIN FRAME AND COVER DWG 998 DEWS # 190207	4.0	EACH	$1,759.00	$7,036.00
7	FRAMELESS DRIVEWAY TYPE GRATING DWG 999	0.0	EACH	$0.00	$0.00
8	10 1/2" SQUARE WATER BASIN GRATE & FRAME DWG: 1008	0.0	EACH	$0.00	$0.00
9	C.I. FRAME & GRATE 22" SQUARE DWG:1019	0.0	EACH	$0.00	$0.00
10	MANHOLE FRAME EXTENSION DWG:1073	0.0	EACH	$0.00	$0.00

CHANGE ORDER

CONTINUED ON NEXT PAGE

By: _____
Purchasing Agent

VENDOR COPY

CITY OF MOBILE
PURCHASING DEPARTMENT
P.O. Box 1948 MOBILE, ALABAMA 36633
PHONE - (251) 208-7434
FAX - (251) 208-7430

Purchase Order

Fiscal Year 2023 Page: 2 of: 2

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 23014391-02

No invoice will be considered without purchase order number on the invoice. No changes, substitutions, or increase in prices without permission of the City of Mobile Purchasing Department.

BILL TO
City of Mobile
Accounts Payable
P.O. Box 389
Mobile, AL 36601

VENDOR
C L DEWS & SONS FOUNDRY & MACHINERY CO INC
P O BOX 1647
HATTIESBURG, MS 39401

SHIP TO
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
601-582-4427	601-544-4937	JAMES NEESE JR	ASHLEY ADAMS - CONCRETE/CAVE-IN

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
09/29/2023	45095			CONCRETE/CAVE-IN

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
11	MANHOLE COVER DWG: 1032	0.0	EACH	$0.00	$0.00
12	CONCAVE INLET FRAME & GRATE DWG: 1071	0.0	EACH	$0.00	$0.00
13	21" STANDARD MANHOLE LID & FRAME DWG: 990	0.0	EACH	$0.00	$0.00
14	STANDARD MANHOLE LID & FRAME, 425 LBS. DWG 1044.	0.0	EACH	$0.00	$0.00

CHANGE ORDER

By: _____
Purchasing Agent

VENDOR COPY

PO Total **$21,819.00**

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: 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:
09/11/2023	5841	Public Works	770 Gayle St (before 2:30pm), Mobile, AL 36604

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 22, 2023

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

GRATES & FRAMES

The City of Mobile is requesting bids on grates and frames.

No bid bond is required.

Quote delivered pricing FOB Mobile.

Please state pricing on attached RFQ.

TO BE AWARDED ON AN ITEM BASIS

Page 1 of 2

		TOTAL	

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

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 (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.

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 #5841

1. APPX 8 TO 15 FRAMELESS TYPE CATCH BASIN GRATING DWG: 1012 REF:DEWS# 190202 OR EQUAL. EACH PRICE:

MAKE_____MODEL_____

2. APPX 5 TO 10 FRAME & GRATE DWG 1043 & OR EQUAL EACH PRICE:

MAKE_____MODEL_____

3. APPX 5 TO 10 STANDARD MANHOLE LID & FRAME DWG 1040 OR EQUAL EACH PRICE:

MAKE_____MODEL_____

4. APPX 5 TO 10 MANHOLE FRAME DWG 1031 OR EQUAL EACH PRICE:

MAKE_____MODEL_____

5. APPX 20 TO 30 DRIVEWAY TYPE CATCH BASIN FRAME & COVER DWG 991 OR EQUAL EACH PRICE:

MAKE_____MODEL_____

6. APPX 4 TO 8 21"X25" DRIVEWAY TYPE CATCH BASIN FRAME AND COVER DWG 998 DEWS # 190207 OR EQUAL EACH PRICE:

MAKE_____MODEL_____

7. APPX 4 TO 8 FRAMELESS DRIVEWAY TYPE GRATING DWG 999 OR EQUAL EACH PRICE:

MAKE_____MODEL_____

8. APPX 3 TO 6 10 1/2" SQUARE WATER BASIN GRATE & FRAME DWG: 1008 OR EQUAL EACH PRICE:

MAKE_____MODEL_____

9. APPX 2 TO 5 C.I. FRAME & GRATE 22" SQUARE DWG:1019 OR EQUAL EACH PRICE:

MAKE_____MODEL_____

10. APPX 5 TO 10 MANHOLE FRAME EXTENSION DWG:1073 OR EQUAL. EACH PRICE:

MAKE_____MODEL_____

11. APPX 5 TO 10 MANHOLE COVER DWG: 1032 OR EQUAL EACH PRICE:

MAKE_____MODEL_____

12. APPX 4 TO 8 CONCAVE INLET FRAME & GRATE DWG: 1071 OR EQUAL EACH PRICE:

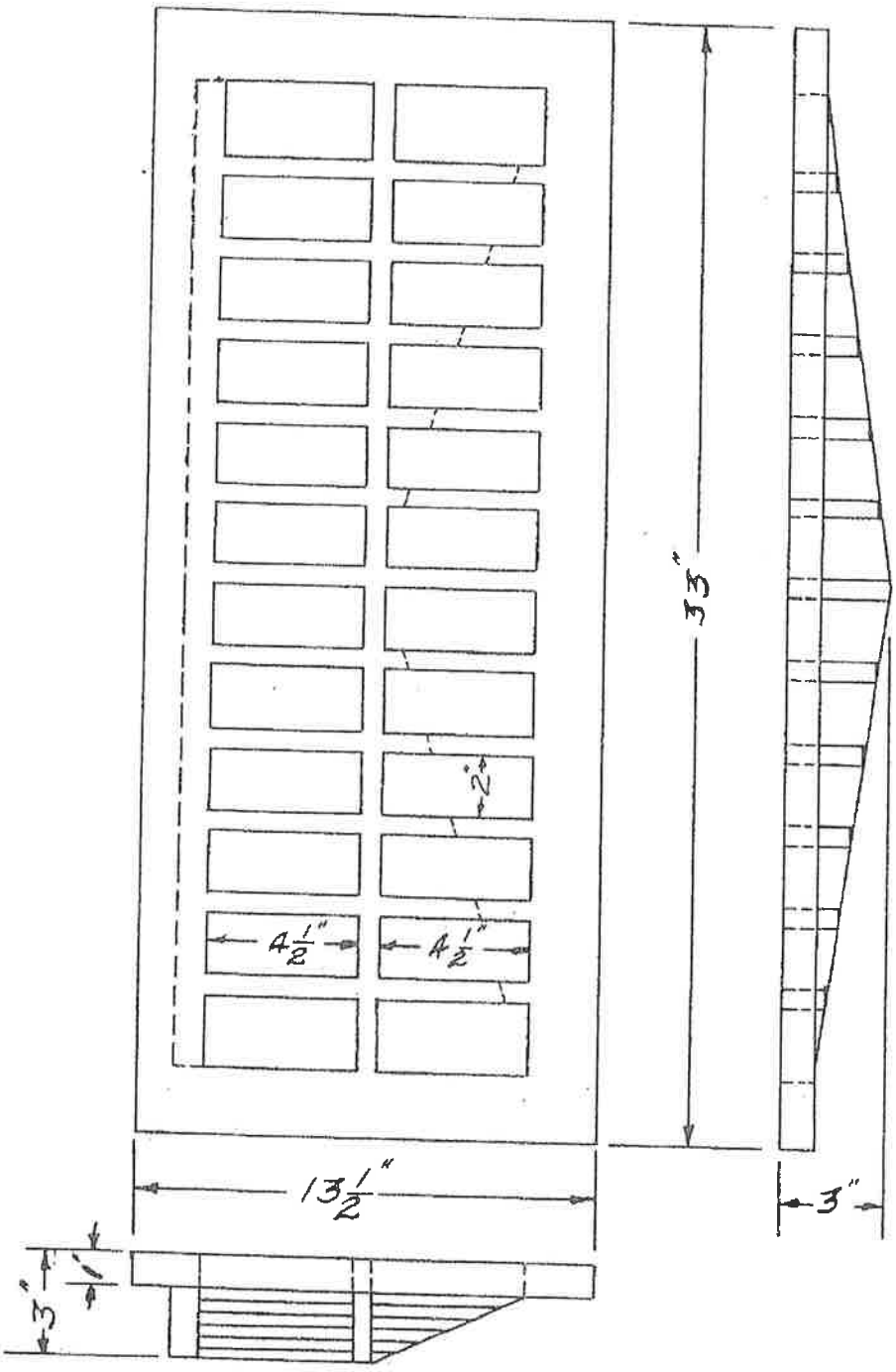
MAKE_____MODEL_____

13. APPX 3 TO 6 21" STANDARD MANHOLE LID & FRAME DWG: 990 OR EQUAL EACH PRICE:

MAKE_____MODEL_____

14. APPX 5 TO 10 STANDARD MANHOLE LID & FRAME, 425 LBS. DWG 1044 OR EQUAL EACH PRICE:

MAKE_____MODEL_____

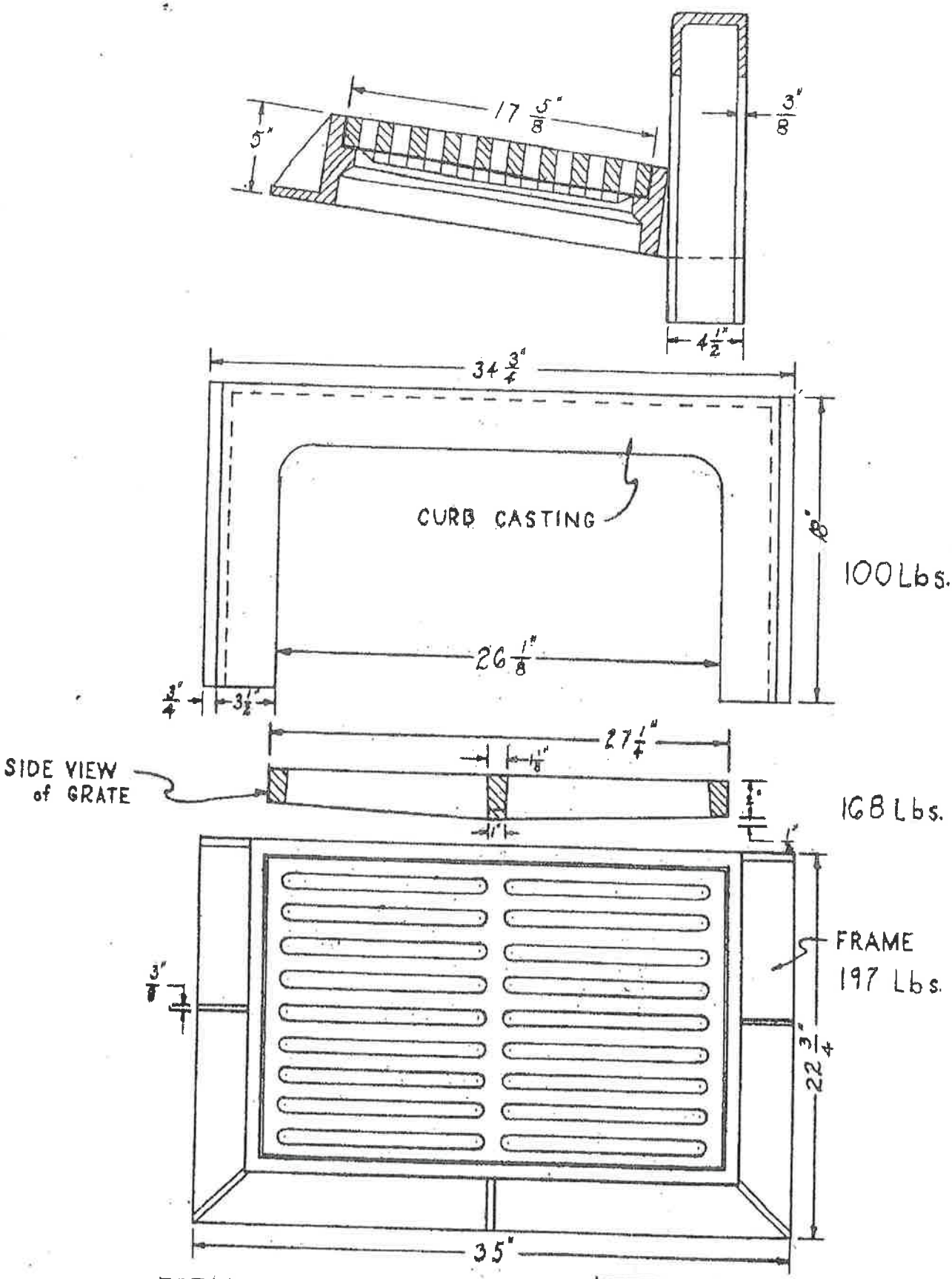


FRAMELESS TYPE CATCH
BASIN GRATING

GULF FOUNDRY
& MACHINE CO.
MOBILE, ALABAMA

DWN BY: S.T.O'B.
9-14-48
DWG NO. 11012

1.

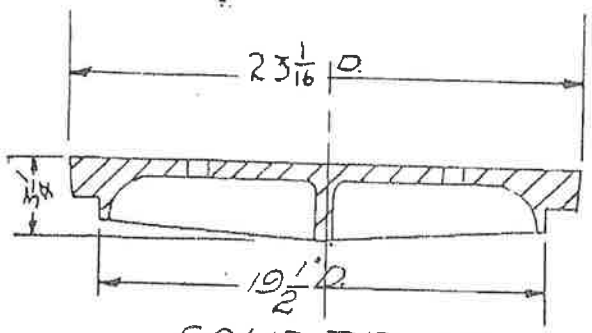


TOTAL WEIGHT 465 Lbs.

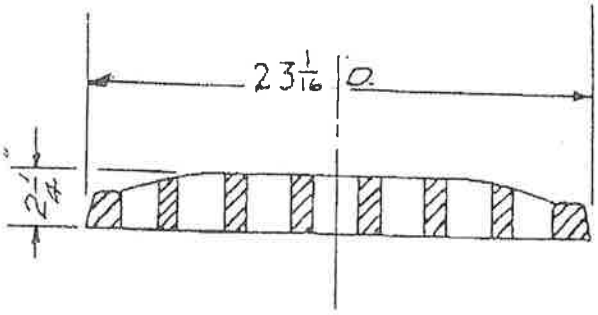
CURB CASTING
FRAME & GRATE

2

GULF FOUNDRY & MACHINE CO.
MOBILE, ALABAMA
DWN BY: D.R. 1043

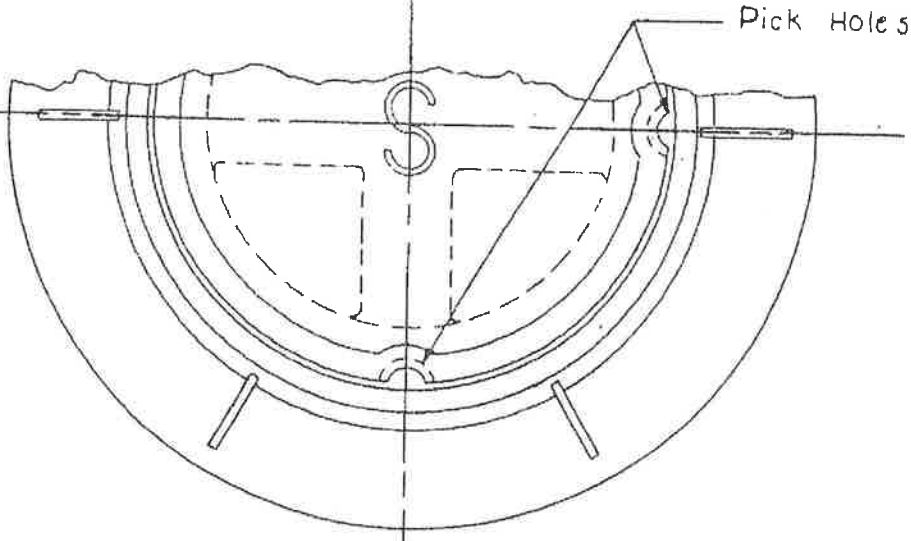


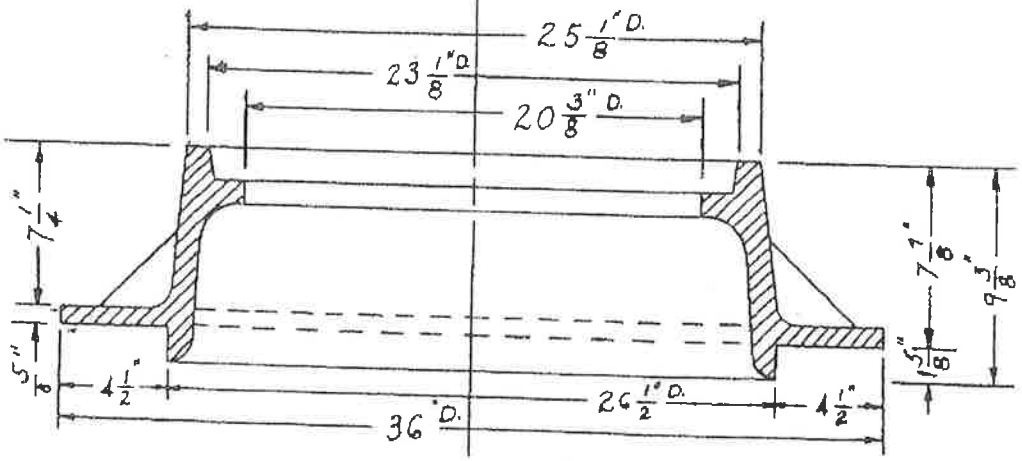
SOLID TYPE LID



DRAIN TYPE LID

265 Lbs.





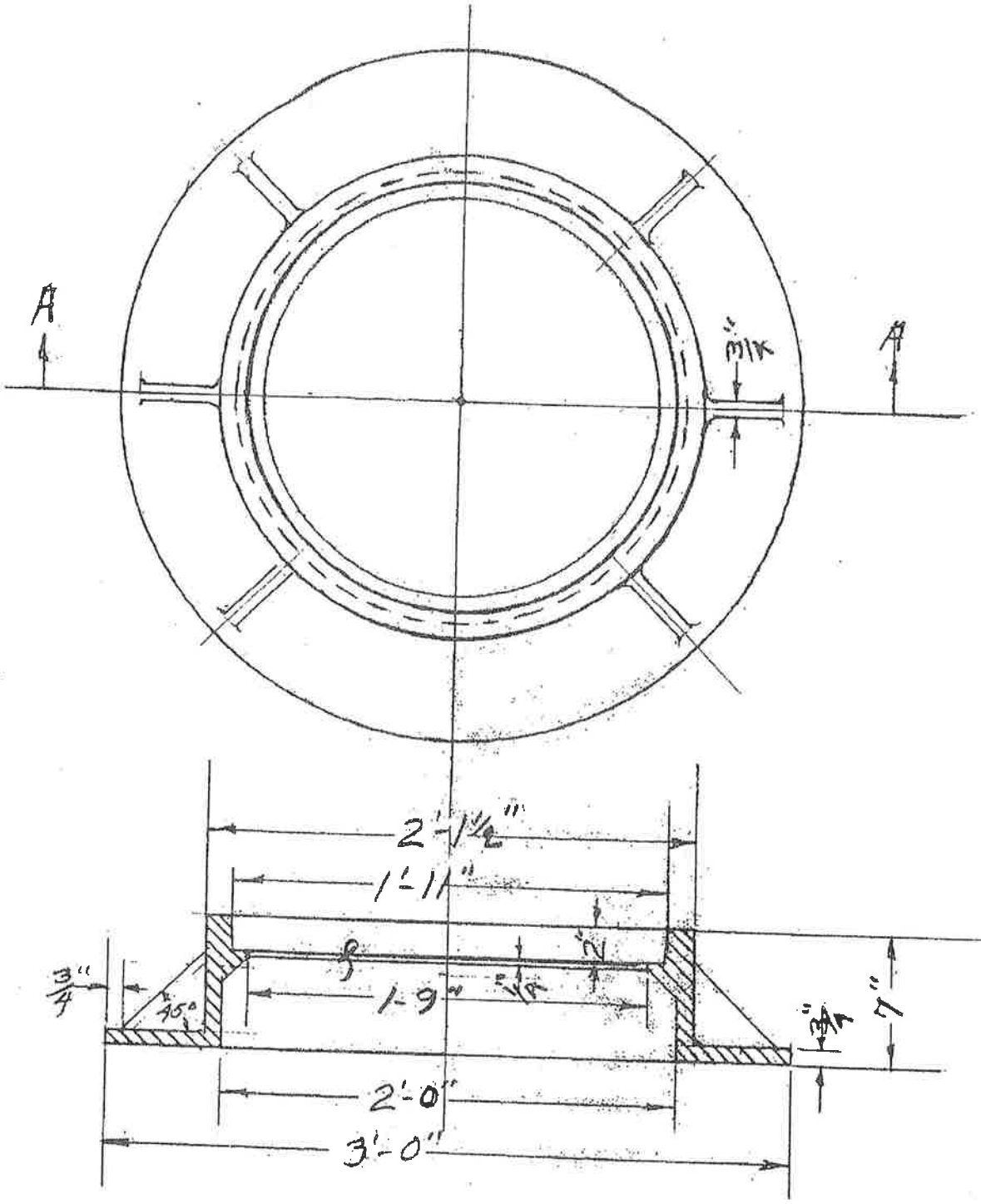
425 Lbs.

STANDARD MANHOLE LID & FRAME

SCALE 1½" - 1'-0"

GULF FOUNDRY & MACHINE CO.
MOBILE, ALABAMA
DWN BY: D.R.
4-28-56
DWG 1040

3.



MANHOLE FRAME
Scale. 1½" = 1'-0"

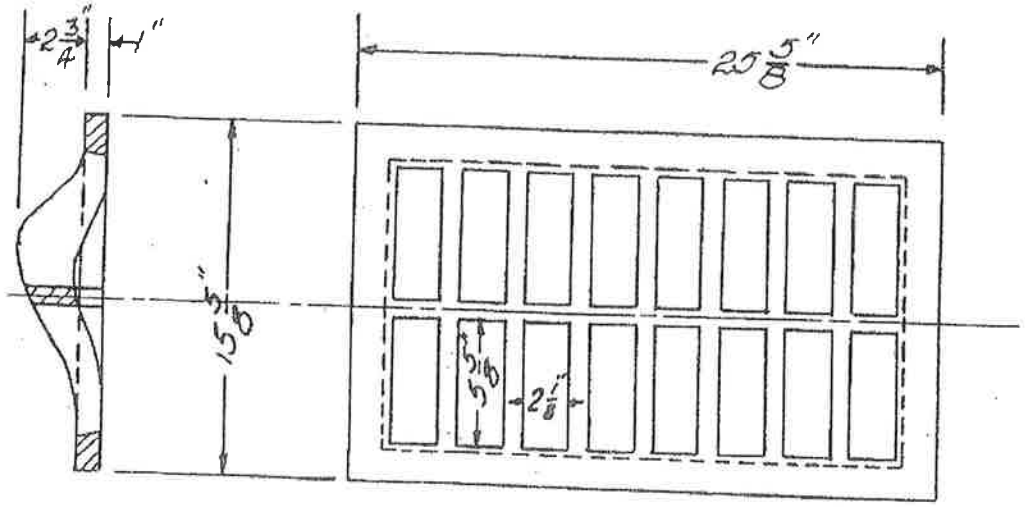
FOR COVER See Dwg. 1032

GULF FOUNDRY
& MACHINE CO.
MOBILE, ALABAMA

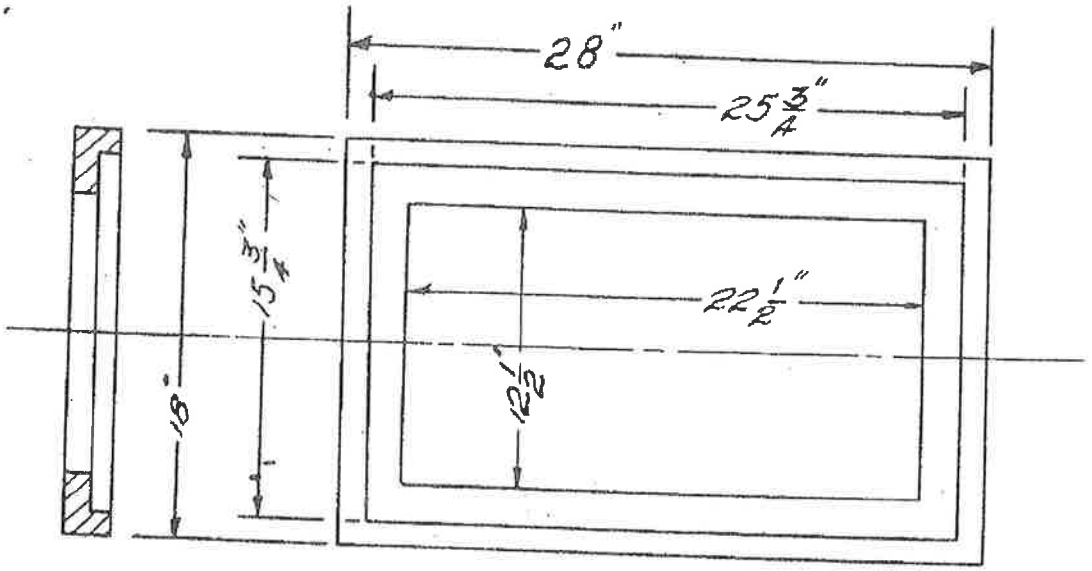
Dr. By AAF.
5-28-54

DWG. NO
1031

4.

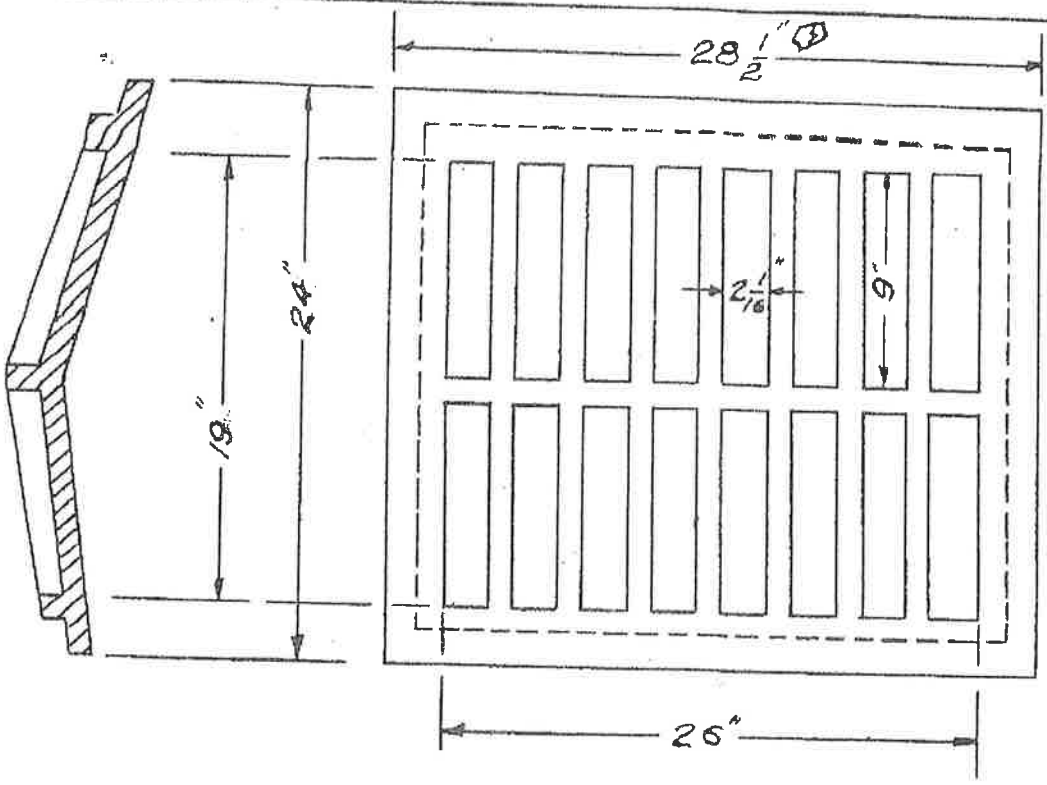


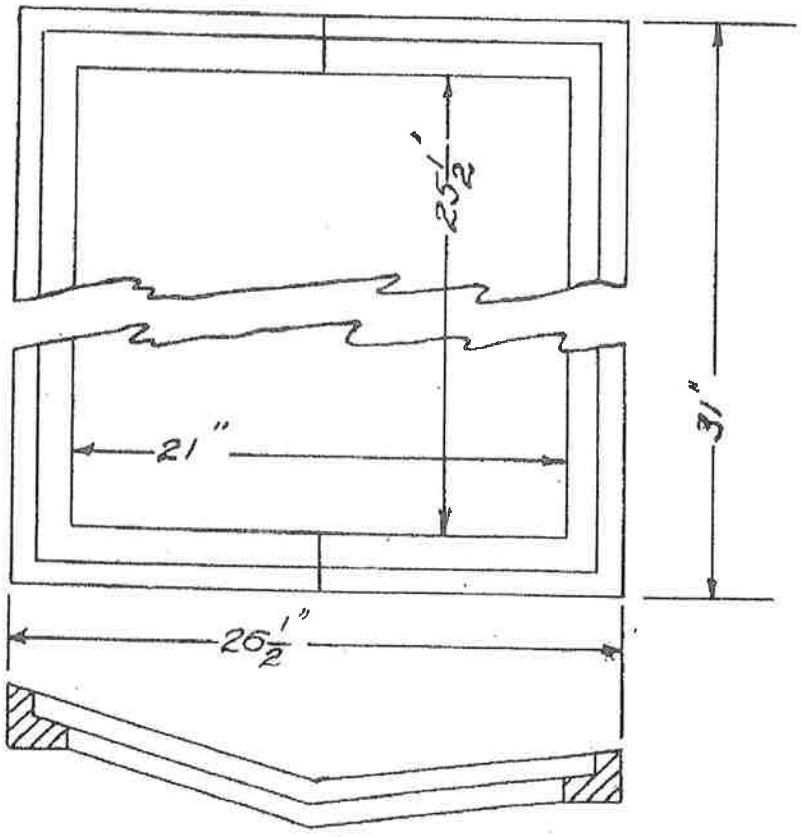
① WT. 72#



DRIVEWAY TYPE CATCH BASIN
FRAME & COVER

GULF FOUNDRY
& MACHINE CO.
MOBILE, ALABAMA
DWN BY: U.T. O'B.
9-14-48
DWG NO. 991 ALT NO-1



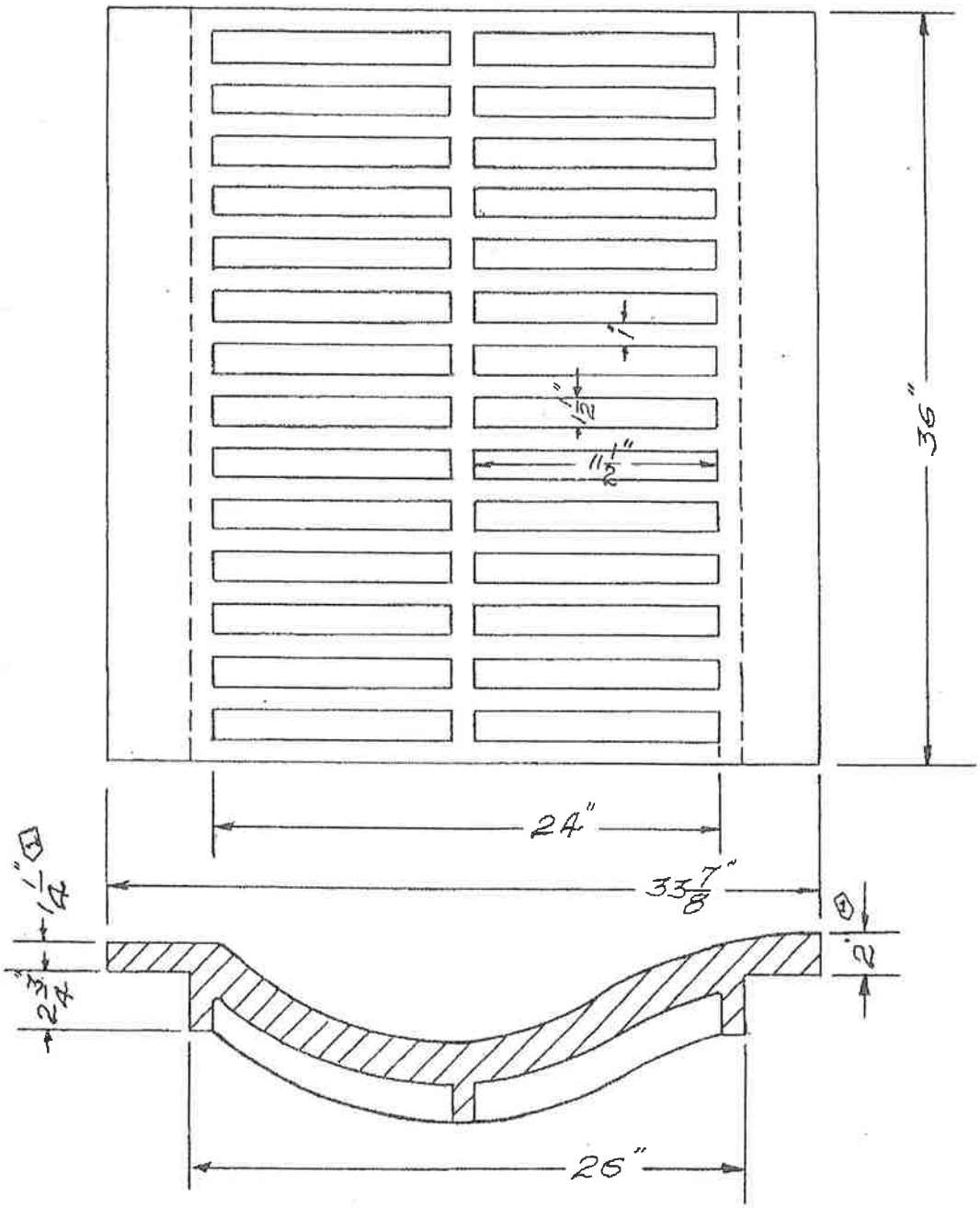


21"X25" DRIVE WAY TYPE
CATCH BASIN FRAME
& COVER

GULF FOUNDRY
& MACHINE CO.
MOBILE, ALABAMA

DWG. BY: J.T.O'B.
9-10-48
DWG. No. 998

6.

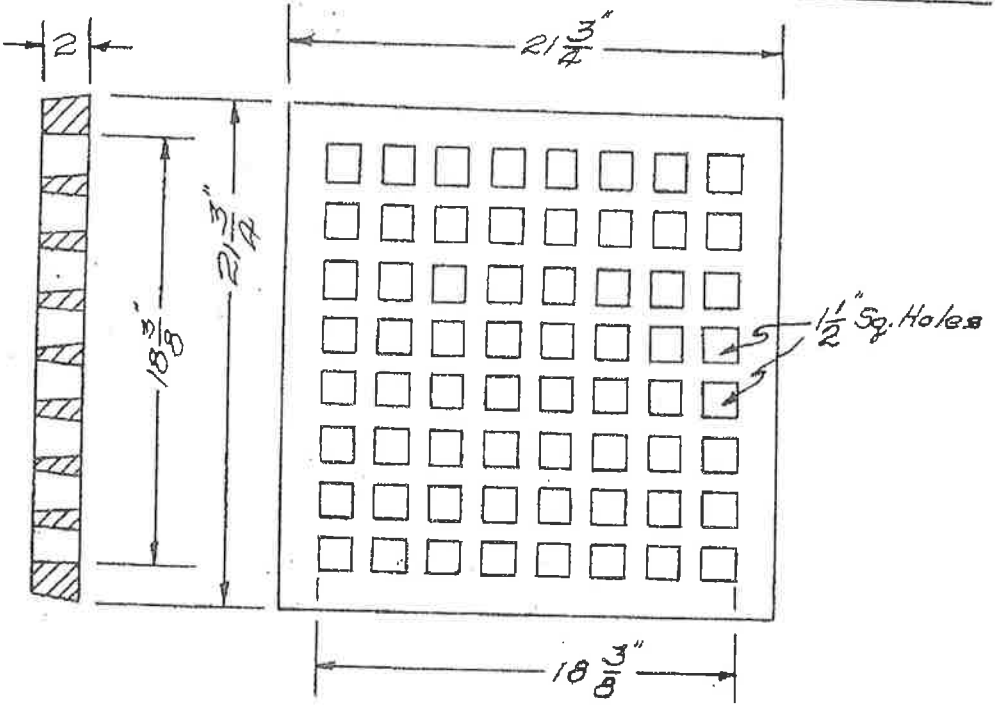


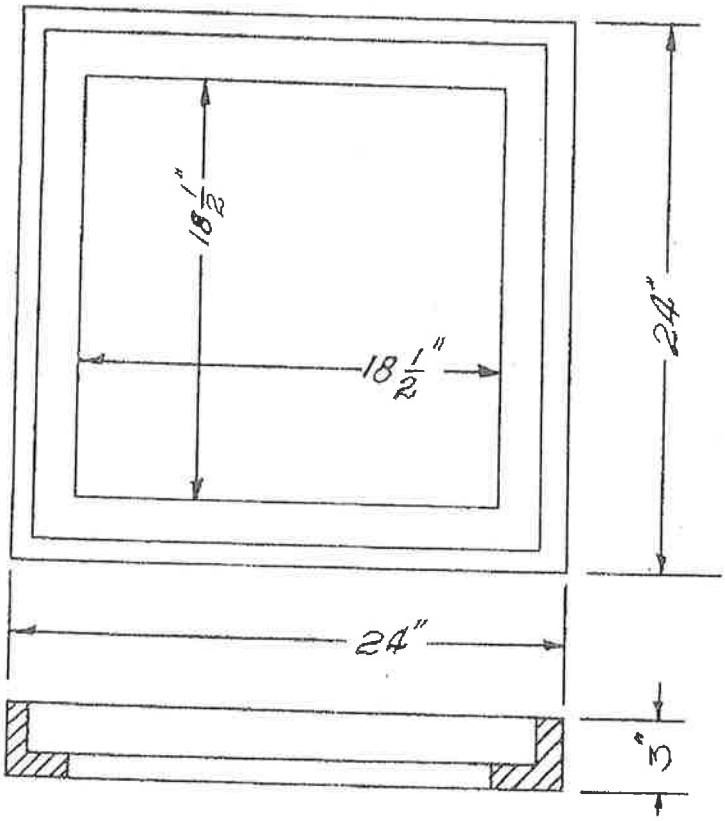
FRAMLESS DRIVEWAY
TYPE GRATING

GULF FOUNDRY & MACHINE CO.
MOBILE, ALABAMA

Dwg By: J.T.O'B.
9-10-48
Dwg No 999 Alt.-1

1.



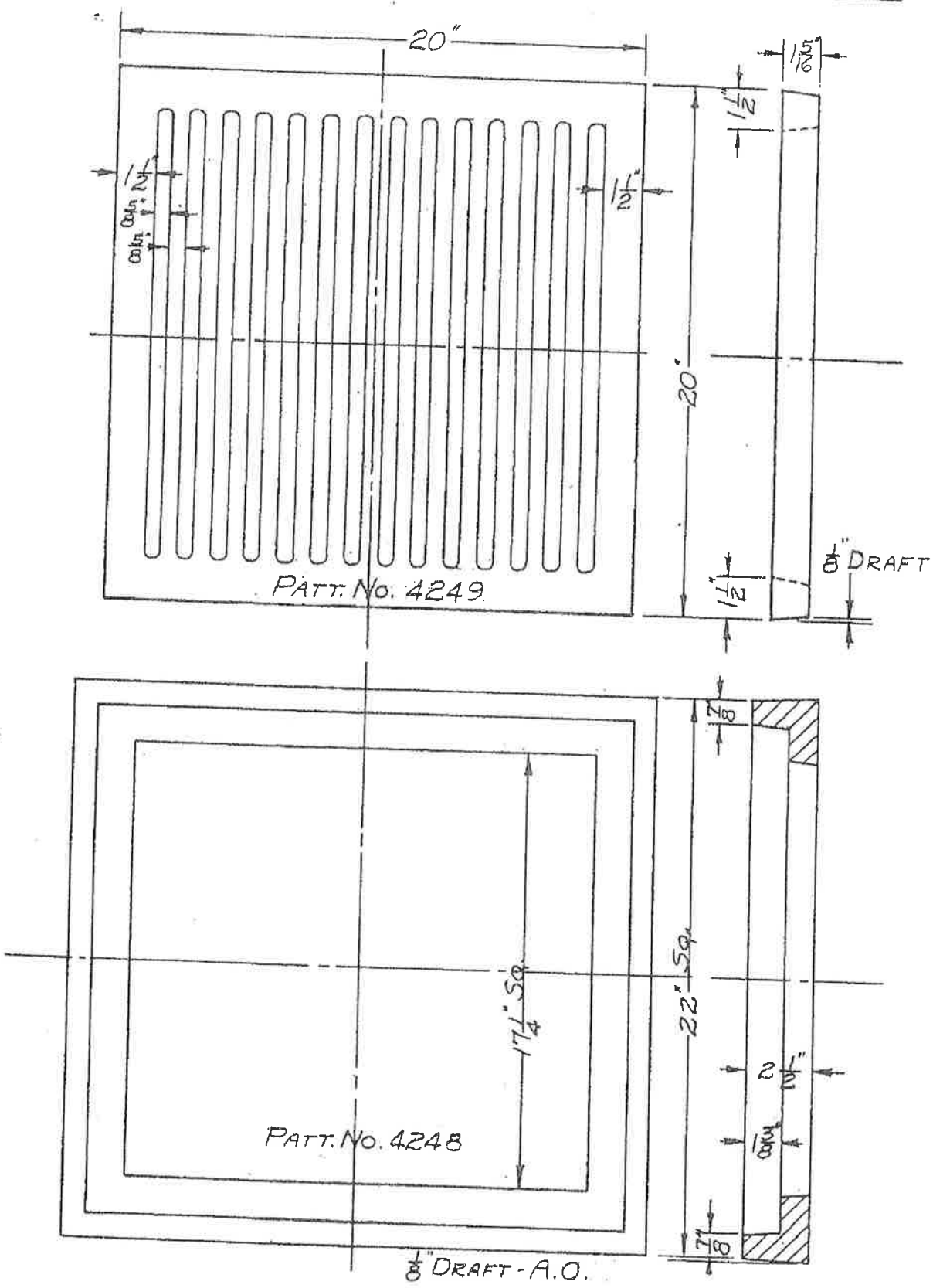


18½" SQUARE WATER
BASIN GRATE & FRAME

GULF FOUNDRY & MACHINE CO.
MOBILE, ALABAMA

DWN BY: J.T.O'B.
9-13-48
DWG NO. 100B ALT. NO. 0

8.

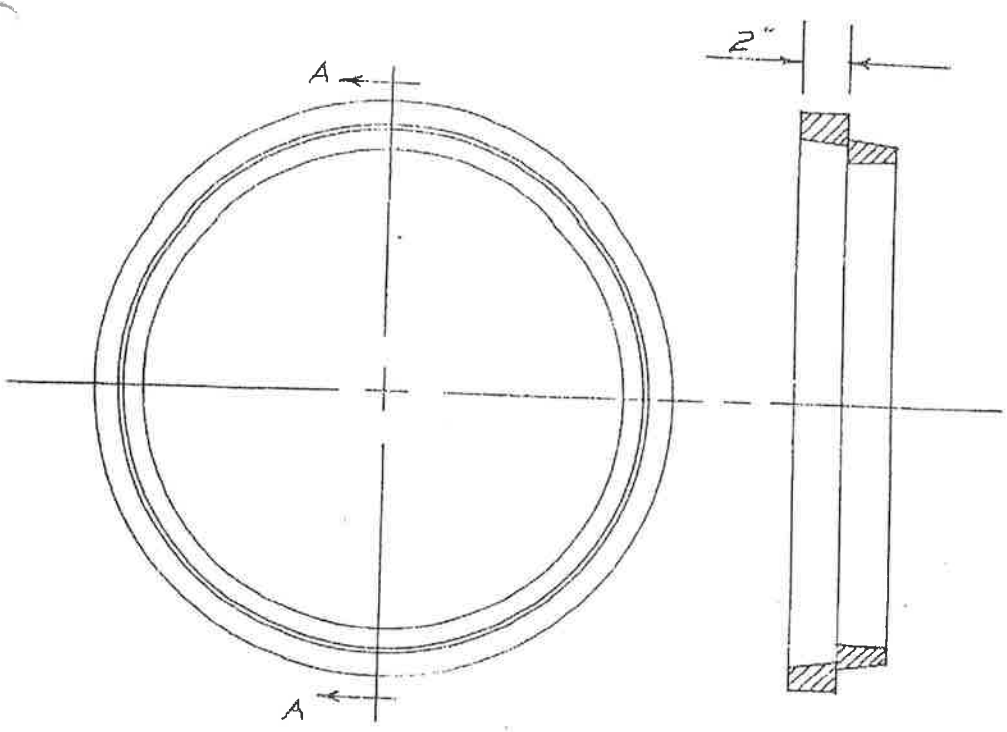


C.I. FRAME & GRATE
22" SQUARE

GULF FOUNDRY & MACHINE CO.
MOBILE, ALABAMA

DWG. BY: DJM
DATE: 6-28-49 1019

9.



SEC A-A

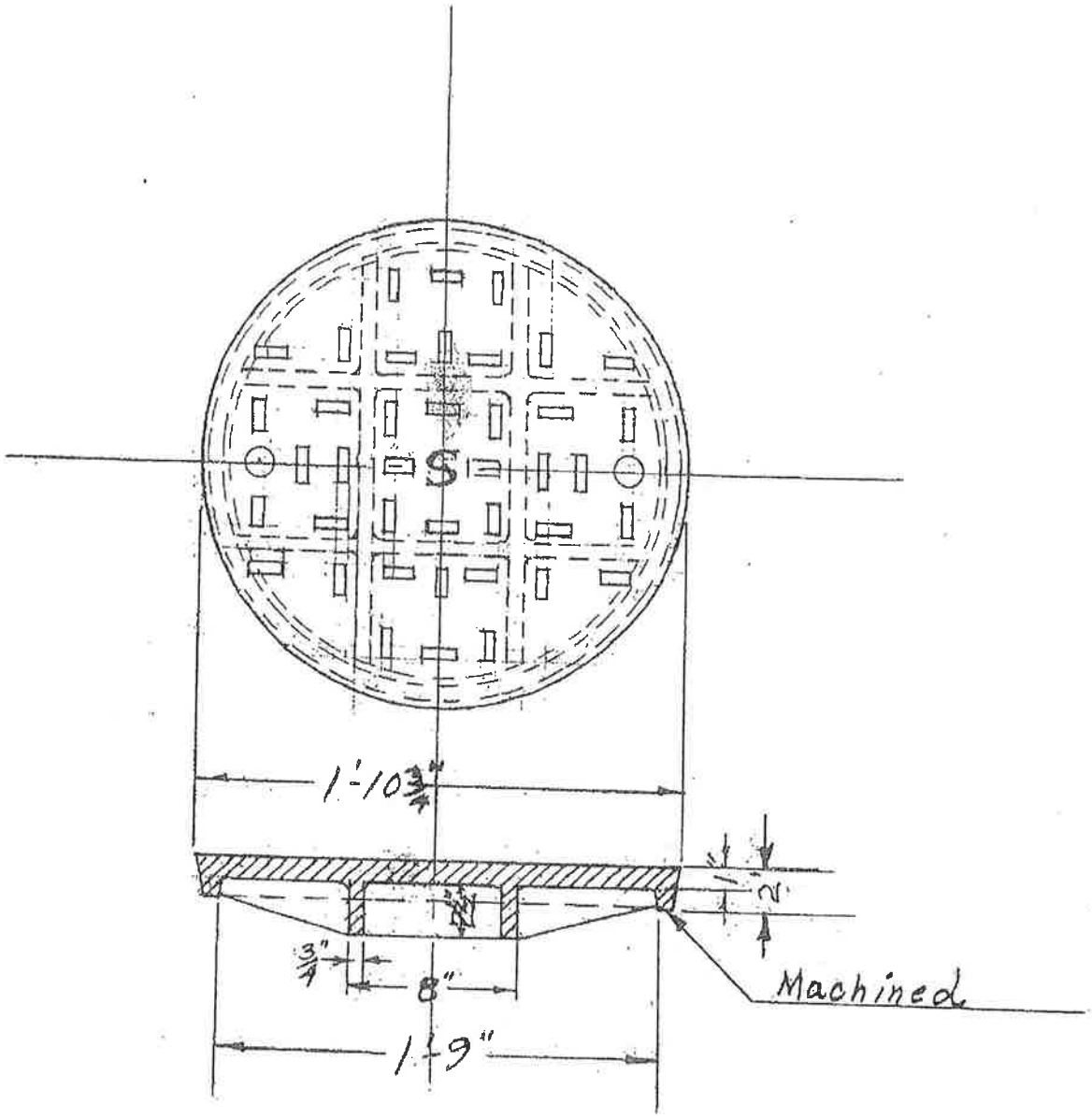
TYPE A - AS SHOWN
TYPE B - MADE FOR
LIGHTER LID.

PWG 1073

MANHOLE FRAME
EXTENSION

10.

GULF FOUNDRY
& MACHINE CO.
MOBILE, ALABAMA

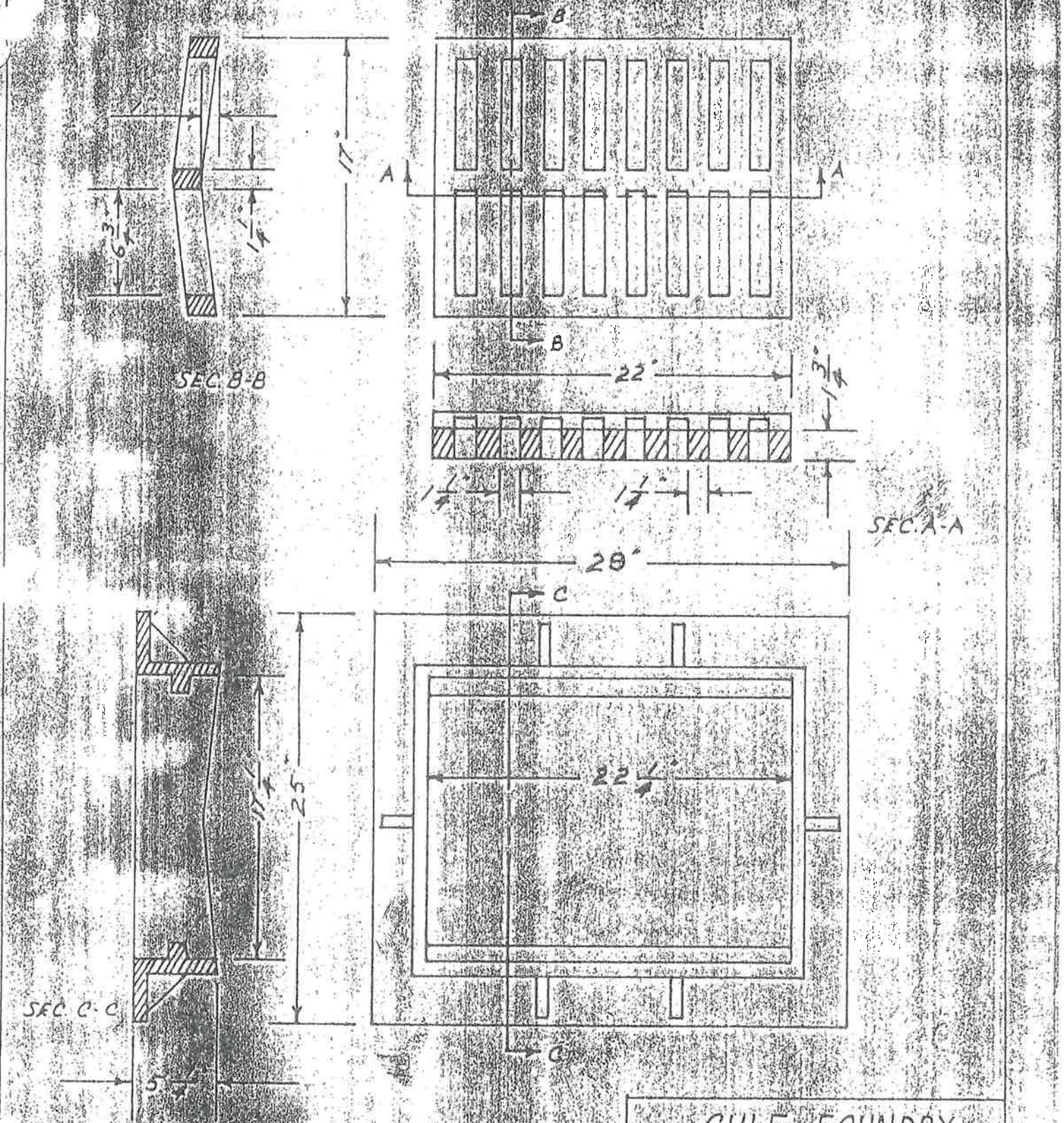


DETAIL OF MANHOLE COVER
Scale 1½" = 1'-0"

FOR FRAME SEE DWG Nº 1031

GULF FOUNDRY & MACHINE CO. MOBILE, ALABAMA	
Dr. By ~~AAF.~~ 5-28-'54	Dwg No. 1032

11.

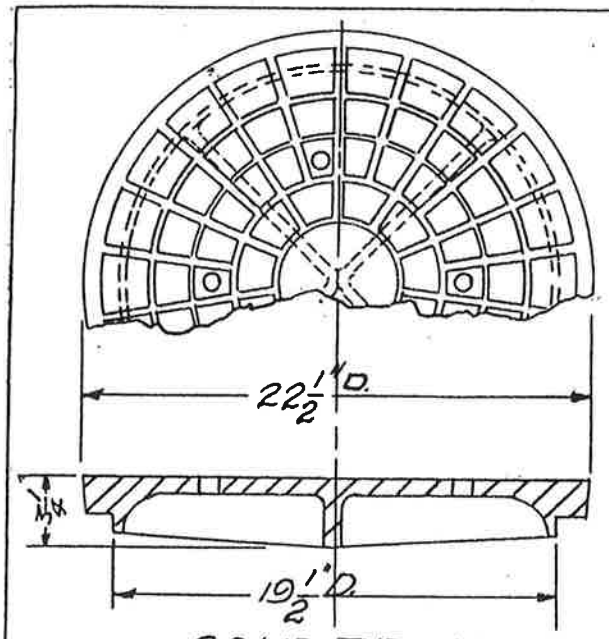


TOTAL WT. 276 LBS.

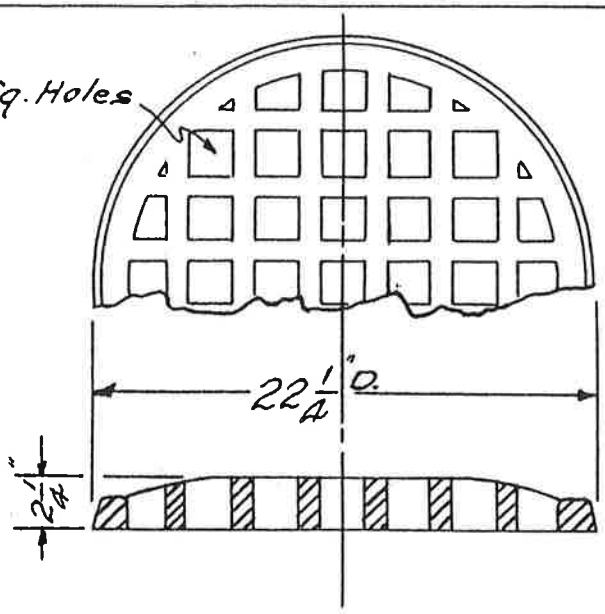
CONCAVE INLET FRAME & GRATE

GULF FOUNDRY & MACHINE CO.
MOBILE, ALABAMA
DWG. 1071

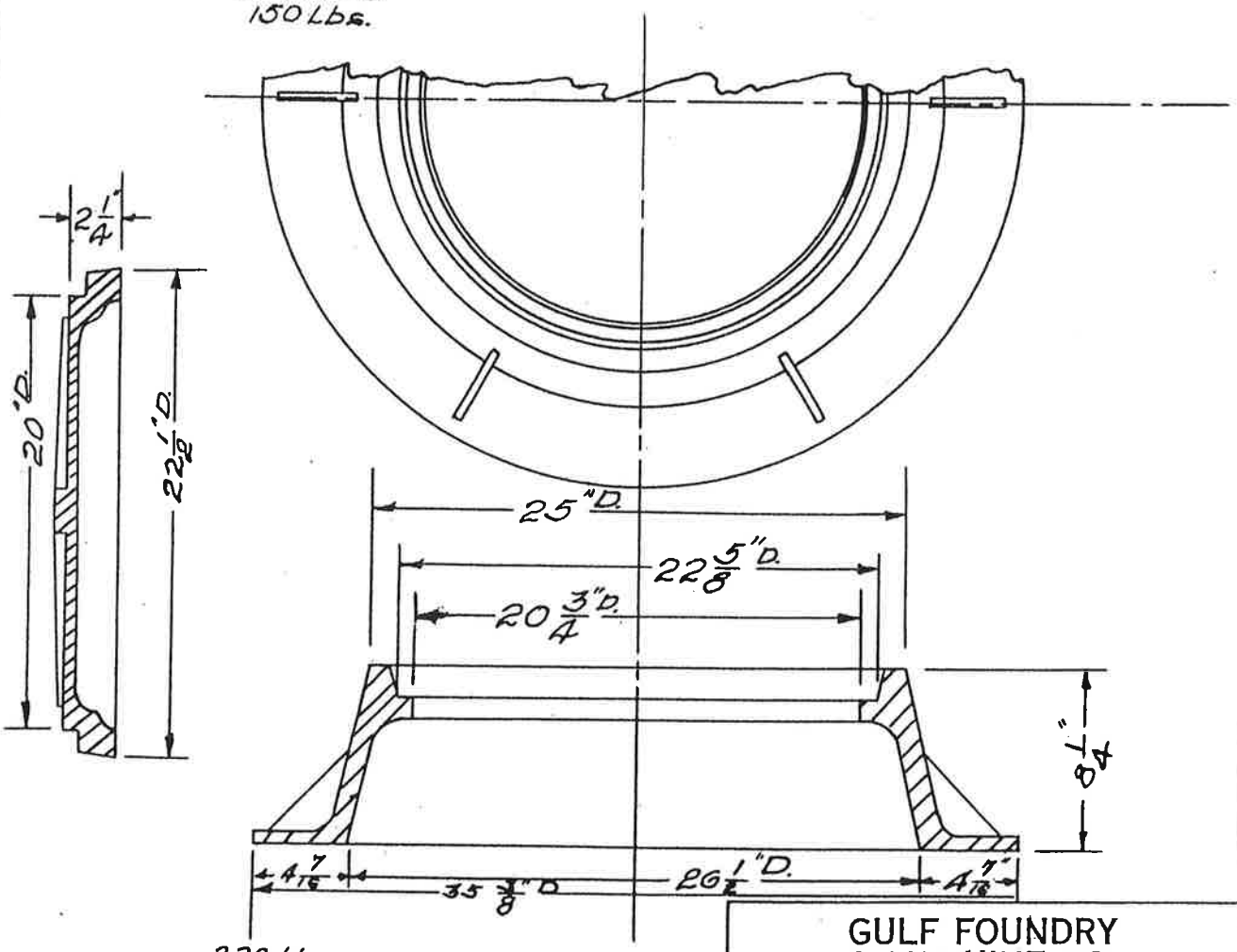
12.



SOLID TYPE LID
4- 3/4" D. Cored Holes if Ordered
150 Lbs.



DRAIN TYPE LID



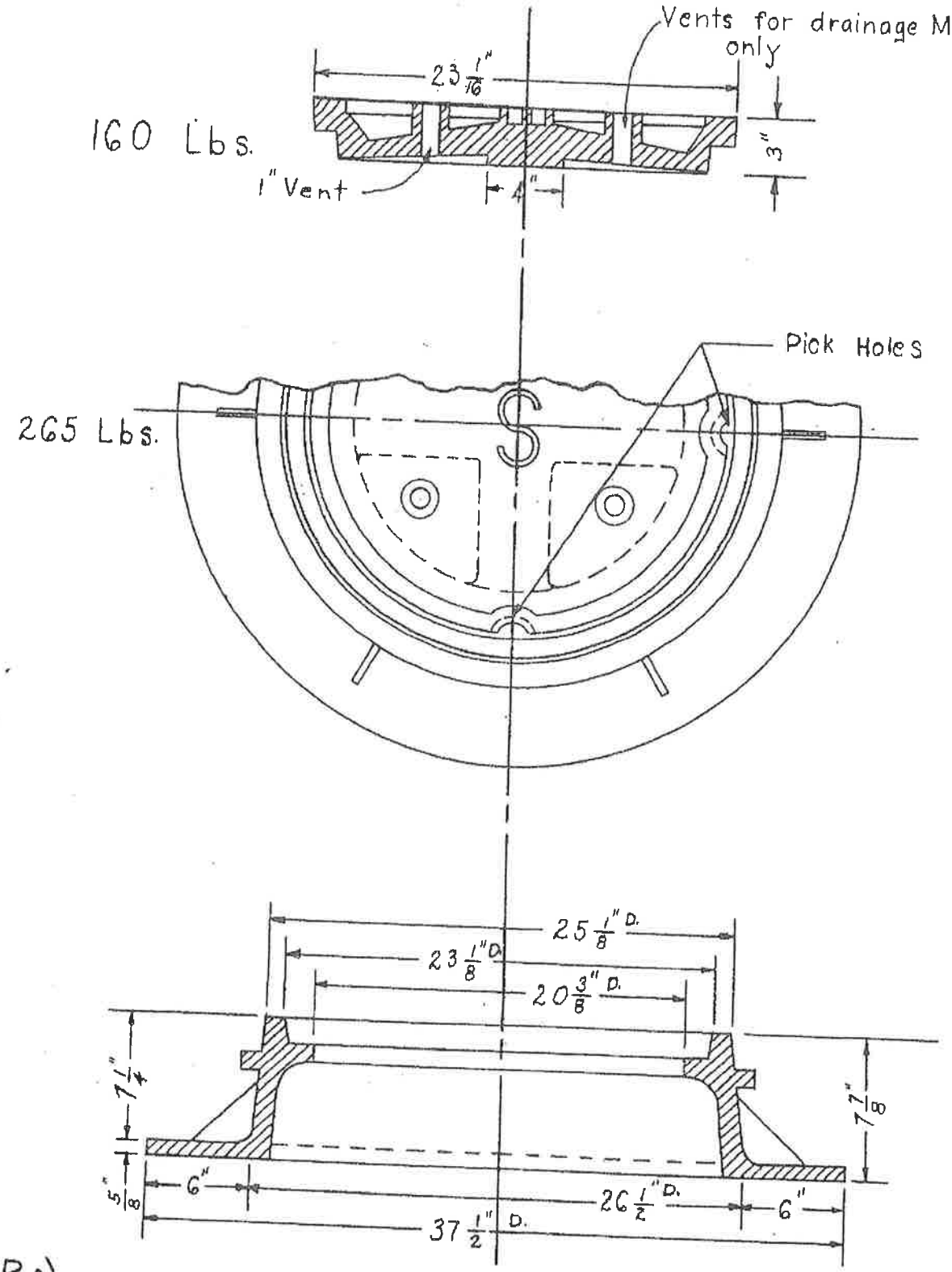
220 Lbs.

21" STANDARD MANHOLE LIDS & FRAME

GULF FOUNDRY & MACHINE CO.
MOBILE, ALABAMA

DWN BY: J.T.O'B.
9-14-48
DWG No 998 ALT No

13.



(PALMER & BAKER)

14.

425 Lbs.

STANDARD MANHOLE LID & FRAME

SCALE 1½" - 1' - 0"

GULF FOUNDRY & MACHINE CO.
MOBILE, ALABAMA
DWN BY: D.R.
5-18-56
DWG 1044

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:11/8/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Emergency Equipment Professional, Inc to replace engine and fuel system for 2018 Pierce Enforcer fire pumper truck.
Fleet capital

Amount of Contract:

$55,069.68

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

ATTACHMENTS:

Description	Type	Upload Date
20231026 EEP Agenda Package POs	Cover Memo	10/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:48 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
514	2024	(2050) FLEET MANAGEMENT-GARAGE	REPLACE ENGINE AND FUEL SYSTEM FOR 2018 PIERCE ENFORCER FIRE PUMPER TRUCK (SEALED BID 5849)	$55,069.68	(294963) EMERGENCY EQUIPMENT PROFESSIONAL, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00000514-00 FY 2024
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	MUNICIPAL GARAGE
6441 HWY 51 NORTH	770 GAYLE STREET
	MOBILE, AL 36604
HORN LAKE, MS 38637	sean.clark@cityofmobile.org
USA	
Tel#205-685-8200	Delivery Reference
	CHARLES SUMRALL
	Deliver To
	CITY CLERK
	205 GOVERNMENT STREET
	9TH FLR S TOWER ROOM 908
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/23	294963				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	NGPO#:PO-03030			
001	TO REPLACE EXISTING CUMMINS L9 ENGINE AND REPLACE COMPLETE FUEL SYSTEM IN 2018 PIERCE PUMPER AS PER THE FOLLOWING AND CITY OF MOBILE BID #5849 AND YOUR QUOTE	1.00 LOT	55069.68000	55069.68
	Additional Description Notes			
	REPLACE CUMMINS ENGINE AND COMPLETE FUEL SYSTEM ON A 2018 PIERCE FIRE ENGINE (E9) CURRENT ENGINE HOURS 6588, MILE 52,439 ASSET # 75531 VIN# 4P1BAAFF2JA019059 ENGINE SERIAL NUMBER 74268943 TRANSMISSION MAKE ALLISON 3000 EVS 1. NEW COMPLETE DROP IN ENGINE ASSEMBLY (L9) CUMMINS 2. COMPLETE FUEL SYSTEM REPLACE FROM FILLER CAP AND TUBE TO THE TANK ALL WAY TO ENGINE AND BACK TO TANK 3. REPLACE ALL COMPONENTS OF THE FUEL SYSTEM, LINES SUPPLY AND RETURN, FILTERS AND ELECTRIC FUEL PUMP. 4. COOLANT SYSTEM FLUSH AND REFILL 5. TRAMSMISSION SYSTEM FLUSH AND REFILL 6. REPLACE ALL HOSES AND BELTS 7. MUST BE ABLE TO PROGRAM (CONTROL MODULES) TO FACTORY SPEC AT NO ADDITION CHARGES 8. NEW OIL, COOLANTS, ALL AIR AND OIL FILTERS AND ENGINE OIL. 9. REPLACE THE DEF FILTERS AND CLEAN THE DIESEL PARTICULATE FILTER.			

Bill To	Requisition 00000514-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference CHARLES SUMRALL Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/23	294963				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
10.	VENDOR TO HAVE A PUMP TEST RUN BY A 3RD PARTY. TRUCK MUST PASS PUMP TEST AFTER INSTALLITION AND CITY TO BE PROVIDED A COPY OF PUMP TEST			
11.	THE CITY IS LOOKING FOR A 30-90 DAYS TURN AROUND.			
12.	VENDOR WILL BE REPONSIBLE TO PICK THE UNIT UP FROM THE CITY GARAGE AND WHEN COMPLETED, RETURN THE UNIT UNDER IT'S OWN POWER TO THE CITY GARAGE. VENDOR TO FOLLOW ALL REQUIREMNTS OF CITY OF MOBILE BID # 5849.			
	NO FIREFIGHTER, DRIVER, CAPTAIN, DISTRICT CHIEF OR CHIEF AS THE AUTHORITY TO CHANGE THE TERMS NOR TO INCURE ANY ADDITIONAL COSTS TO THE CITY OF MOBILE.			
	ANY ADDITIONAL WORK, EQUIPMENT OR CHANGES THAT INCUR ADDITIONAL COST OR EXPENSE TO THE CITY OF MOBILE AND DONE WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT IS DONE SO AT THE EXPENSE OF THE VENDOR.			
1	7000.40.20.0000.0000.2070.0000.0000.45050.			55069.68

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Deliver To
CITY CLERK

Bill To	Requisition 00000514-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference CHARLES SUMRALL Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/23	294963				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644			

Requisition Link

Requisition Total 55069.68

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	55069.68	1871772.64
MOTOR POOL EXP REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Rejected	10/11/23	CHARLES SUMRALL	More Info Needed
Approved	10/12/23	CHARLES SUMRALL	Unit is going to be bided out
Approved	10/12/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	10/12/23	JAMES DELAPP	
Approved	10/12/23	CHERI BOUCHER	Auto approved by: 910518527
Approved	10/12/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	10/26/23	DONALD ROSE	Auto approved by: 9105paij
Approved	10/26/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	10/26/23	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	10/26/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	10/26/23	JOHN PAINE	
Approved	10/26/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____

Bill To	Requisition 00000514-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: Status: Approved Page 4

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference CHARLES SUMRALL Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/23	294963				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Signature

BID 5849

REPLACEMENT OF EXISTING CUMMINS L9 ENGINE AND COMPLETE FUEL SYSTEM

EMERGENCY EQUIPMENT PROFESSIONALS	$55,069.68
CUMMINS	$72,546.81
WARD INTL	$76,274.95
DS DIESEL SERVICES	$89,127.07

ADDENDUM 2

October 18, 2023

RE: City of Mobile Bid #5849 for REPLACEMENT OF EXISTING CUMMINS L9 ENGINE AND COMPLETE FUEL SYSTEM IN 2018 PIERCE FIRE PUMPER

Please consider the following to be ADDENDUM 2 to City of Mobile Bid #5849 for REPLACEMENT OF EXISTING CUMMINS L9 ENGINE AND COMPLETE FUEL SYSTEM IN 2018 PIERCE FIRE PUMPER

Delete The Following:

9. Replace DEF Filters

Replace with:

9. Replace the DEF Filters and Clean the Diesel Particulate Filter

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/TAJBE

ADDENDUM

October 18, 2023

RE: City of Mobile Bid #5849 for REPLACEMENT OF EXISTING CUMMINS L9 ENGINE AND COMPLETE FUEL SYSTEM IN 2018 PIERCE FIRE PUMPER

Please consider the following to be ADDENDUM to City of Mobile Bid #5849 for REPLACEMENT OF EXISTING CUMMINS L9 ENGINE AND COMPLETE FUEL SYSTEM IN 2018 PIERCE FIRE PUMPER

Delete The Following:

9. Clean the DEF Filters

Replace with:

9. Replace DEF Filters

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/TAJBE

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: tajb Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/13/2023	5849	GARAGE	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Wednesday, October 25, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
	REPLACEMENT OF EXISTING CUMMIN L9 ENGINE AND COMPLETE FUEL SYSTEM IN 2018 PIERCE FIRE PUMPER					
	Fire Apparatus Fuel Tank was refilled with DEF Fluid instead of Diesel Fuel.					
	Vendor to Replace Existing Cummins L9 Engine with a New Complete Drop in Cummins Complete L9 Engine.					
	Vendor to Replace ALL Components of the Fuel Delivery and Return System to Include Tank Lines, Filter & Housing/ Mounts, Electric Fuel Pump, Injection Pump, and Return Lines. To include Filler Line and Fuel Cap.					
	Everything that the DEF had contact with in Fuel System is to be replaced.					
	Vehicle is currently at City of Mobile Garage 770 Gayle Street in Mobile.					
	To view Apparatus Contact Charles Sumrall at 251-422-1609.					
	Vendor will need to Tow Pumper to Repair Shop.					
	Vendor will pick Truck up from City of Mobile Garage 770 Gayle Street Mobile, AL 36604.					
			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.

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 Vendor will deliver Apparatus under its own power back to the City. Vendor will follow Cummins break-in procedures and shall document the break in. City will have full access to Vendor's shop to view the Replacement process. Any questions, address them to City of Mobile Purchasing at purchasing@cityofmobile.org . **Business License Required (See Instruction #14).** 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.					
			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 of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org..

This Bid is for only the work that is specified and listed in this bid package. No additional work will be allowed without written instructions and permission of the Purchasing Agent of the City of Mobile.

No employee of the City, mechanic, mechanic supervisor, firefighter, captain, chief, fire mechanic, fire mechanic supervisor has the authority or permission to authorize any additional work or service that increases the cost of the purchase order. Only the Purchasing Agent can authorize any additional work or additional expense to the City of Mobile.

All Changes must be done in writing and can only be issued by the Purchasing Agent.

Time to Complete Replacement of Engine and Associated Parts may be a consideration in the award of this bid.

Time to Complete Replacement _____

Price to perform _____

Replaces as per Bid Specifications

THE ABOVE TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE

FLEET MANAGEMENT

BID FOR REPLACEING AN ENGINE ON A 2018 PIERCE FIRE ENGINE (E9)

CURRENT ENGINE HOURS 6588, MILE 52,439

ASSET # 75531

VIN# 4P1BAAFF2JA019059

ENGINE SERIAL NUMBER 74268943

TRANSMISSION MAKE ALLISON 3000 EVS

1. COMPLETE DROP IN ENGINE ASSEMBLY (L9) CUMMINS
2. FUEL TANK REPLACE
3. REPLACE ALL COMPONENTS OF THE FUEL SYSTEM, LINES SUPPLY AND RETURN, FILTERS, FILTER MOUNT/CONNECTIONS AND ELECTRIC FUEL PUMP.
4. COOLANT SYSTEM FLUSH AND REFILL
5. TRAMSMISSION SYSTEM FLUSH AND REFILL
6. REPLACE ALL HOSES AND BELTS
7. MUST BE ABLE TO PROGRAM (CONTROL MODULES) TO FACTORY SPEC AT NO ADDITION CHARGES
8. NEW OIL, COOLANTS, ALL AIR AND OIL FILTERS AND ENGINE OIL.
9. CLEAN THE DEF FILTERS
10. VENDOR TO HAVE A PUMP TEST RUN BY A 3RD PARTY. TRUCK MUST PASS PUMP TEST AFTER INSTALLITION AND CITY TO BE PROVIDED A COPY OF PUMP TEST
11. THE CITY IS LOOKING FOR A 30-90 DAYS TURN AROUND.

12. VENDOR WILL BE REPONSIBLE TO PICK THE UNIT UP FROM THE CITY GARAGE AND WHEN COMPLETED, RETURN THE UNIT UNDER IT'S OWN POWER TO THE CITY GARAGE.
13. 2 YEAR UNLIMITED MILES ON CUMMINS DROP-IN ENGINE ASSEMBLY
14. 1 YEAR UNLIMITED MILEAGE ON FUEL TANK
15. 1 YEAR UNLIMITED MILEAGE ON DEF FILTER CLEANING
16. VENDOR TO PROVIDE FIRST COMPLETE SERVICE AT NO CHARGE TO THE CITY OF MOBILE, IS TO BE PART OF YOUR COST OF THE ENGINE REPLACEMENT.

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:11/8/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Lytx Inc for July-Aug 2023 Drivecam services for 483 fleet cameras.
Fleet capital

Amount of Contract:

$48,658.27

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20231025 Lytx Agenda Package POs	Cover Memo	10/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:48 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
973	2024	(F7000) MOTOR POOL	JUL-AUG 2023 DRIVECAM SERVICES FOR 483 FLEET CAMERAS (GSA CONTRACT)	$48,658.27	(291836) LYTX INC

Adopted:

_____
City Clerk

Bill To	Requisition 00000973-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.42110. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
LYTX INC 9785 TOWNE CENTRE DR SAN DIEGO, CA 92121 Tel#815-382-5168 Fax 858-430-4001	MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/23	291836				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LYTX FINAL PAYMENT-TELEMANTICS SUBSCRIPTION AS SPECIFIED: 483 DC ENTERPRISE, DC PURCHASE - BILLED QUARTERLY Additional Description Notes --- LYTX FINAL PAYMENT-TELEMANTICS SUBSCRIPTION AS SPECIFIED: 483 DC ENTERPRISE, DC PURCHASE - BILLED QUARTERLY JUNE 23-AUG 23 AND SEPT. 2023	1.00 EACH	48658.27000	48658.27
1	7000.40.20.0000.0000.2070.0000.0000.42110.			48658.27

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 48658.27

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.42110.		

Bill To	Requisition 00000973-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.42110. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
LYTX INC 9785 TOWNE CENTRE DR SAN DIEGO, CA 92121 Tel#815-382-5168 Fax 858-430-4001	MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/23	291836				MOTOR POOL

Account		Amount	Remaining Budget
		48658.27	
MOTOR POOL EXP	DUES & SUBSCRIPTION		

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

Activity	Date	Clerk	Comment
Approved	10/23/23	CHARLES SUMRALL	
Approved	10/24/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	10/24/23	JAMES DELAPP	
Approved	10/24/23	CHERI BOUCHER	Auto approved by: 910518527
Approved	10/24/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	10/24/23	DONALD ROSE	Auto approved by: 9105paij
Approved	10/24/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	10/24/23	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	10/24/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	10/24/23	JOHN PAINE	
Approved	10/24/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advatage!®, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov.

Schedule Title: **Multiple Award Schedule**

Large Category: **Information Technology**

Sub-Categories: **IT Hardware; IT Software; IT Training; Electronic Commerce; Telecommunications**

FSC Classes/Product Codes and Service Codes: **7010, J070, 7030, U012, D304**

Special Item Numbers:

Special Item No. 33411	**Purchasing of New Electronic Equipment**
Special Item No. 811212	**Maintenance of Equipment, Repair Services and/or Repair/Spare Parts**
Special Item No. 611420	**Information Technology Training**
Special Item No. 54151ECOM	**Electronic Commerce and Subscription Services**
Special Item No. 517312	**Wireless Mobility Solutions**

Contract Number: **GS-35F-0623S**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract Period**: September 8, 2006 – September 7, 2026**

Contractor:

Lytx, Inc.
9785 Towne Centre Drive, San Diego, CA 92121
(858)430-4000

www.lytx.com

Pricelist current through Modification Number PO-0108, dated August 28, 2023.

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Special Item Number 33411 – Purchasing of New Electronic Equipment
Special Item Number 811212 – Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
Special Item Number 54151ECOM – Electronic Commerce and Subscription Services
Special Item Number 517312 – Wireless Mobility Solutions
Special Item Number 611420 – Information Technology Training

CUSTOMER INFORMATION

1a. Table of Awarded Special Item Numbers (SINs).

SIN	SIN Title
33411	Purchasing of New Electronic Equipment
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
611420	Information Technology Training
54151ECOM	Electronic Commerce and Subscription Services
517312	Wireless Mobility Solutions

1b. **Lowest Priced Model Number and Lowest Unit Price for Each SIN.**

SIN	Model Number	Unit Price (including IFF)
33411	SRV-INS-0014	$23.93
811212	4510-00001-0001	$46.90
611420	4235-00001-0000	$125.00
54151ECOM	4230-MANUAL-M	$0.95
517312	Wireless Services - Gov-A	$24.00

1c. **Hourly Rates.**

Not applicable.

2. **Maximum Order.**

a. The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:

Special Item Number 33411 - Purchasing of New Electronic Equipment
Special Item Number 811212 – Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
Special Item Number 54151ECOM - Electronic Commerce and Subscription Services
Special Item Number 517312 – Wireless Mobility Solutions

b. The Maximum Order value for the following Special Item Numbers (SINs) is $250,000:

Special Item Number 611420 – Information Technology Training

3. Minimum Order.

The minimum dollar value of orders to be issued is $100.

4. **Geographic Coverage**.

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

The Geographic Scope of Contract will be domestic delivery only.

5. Point(s) of Production.

Houston, TX U.S.

6. Discount from List Prices or Statement of Price.

Prices shown are NET Prices; Basic Discounts have been deducted.

7. Quantity Discounts.

None.

8. Prompt Payment Terms.

0% - 30 days from receipt of invoice or date of acceptance, whichever is later.

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Government purchase cards are <u>not</u> accepted above the micro-purchase threshold.

10. Foreign Items.

None. Products are substantially transformed in the U.S.

11a. Time of Delivery.

TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
33411	Within 30 days of reciept
811212	Within 30 days of reciept
611420	Within 30 days of reciept
54151ECOM	Within 30 days of receipt
517312	Within 30 days of receipt

11b. Expedited Delivery.

ITEM OR GROUP OF ITEMS (special (Special Item No. of nomenclature)	Expedited delivery time (Hours/Days ARO)
33411	As agreed upon ordering agency
811212	As agreed upon ordering agency
611420	As agreed upon ordering agency
54151ECOM	As agreed upon ordering agency
517312	As agreed upon ordering agency

11c. Overnight and 2-day Delivery.

ITEM OR GROUP OF ITEMS (special (Special Item No. of nomenclature)	Expedited delivery time (Hours/Days ARO)

33411	As agreed upon ordering agency
811212	As agreed upon ordering agency
611420	As agreed upon ordering agency
54151ECOM	As agreed upon ordering agency
517312	As agreed upon ordering agency

11d. Urgent Requirements.

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B. Point(s).

Destination

13a. Ordering Address.

Lytx, Inc. 9785 Towne Centre Drive, San Diego, CA 92121

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Office: 858-430-4000

Fax: 858-430-4001

14. Payment Address.

Lytx, Inc. DEPT 9972, Los Angeles, CA 90084

15. Warranty Provision.

Warranty is addressed in the SIN specific terms and conditions.

16. Export Packing Charges, if Applicable.

Not applicable.

17. Terms and Conditions of Government Purchase Card Acceptance (any thresholds above the micro-purchase level).

None.

18. Terms and Conditions of Rental, Maintenance and Repair (if applicable).

See SIN specific terms and conditions.

19. Terms and Conditions of Installation (if applicable).

See SIN specific terms and conditions.

20. Terms and Conditions of Repair Parts (if applicable).

See SIN specific terms and conditions.

20a. Terms and Conditions for Any Other Services (if applicable).

See SIN specific terms and conditions.

21. List of Service and Distribution Points (if applicable).

U.S. (including 50 states and Washington, D.C.) and U.S. territories

22. List of Participating Dealers (if applicable).

Not applicable.

23. Preventative Maintenance (if applicable).

See SIN specific terms and conditions.

24a. Special Attributes Such As Environmental Attributes.

Not applicable.

24b. Section 508 Compliance.

Not applicable.

25. DUNS Number.

02-649-9454

26. Registration in System for Award Management (SAM) Database.

Lytx has registered in the SAM database.

27. Liability for Injury or Damage

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor, except to the extent such injury or damage is due to the wrongful acts or negligence of the Contractor.

TERMS AND CONDITIONS APPLICABLE TO PURCHASING OF NEW ELECTRONIC EQUIPMENT (SPECIAL ITEM NUMBER 33411)

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

The Lytx equipment is self-installable, however, Lytx does offer installation services.

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Lytx provides installation services and training services to the ordering activity when requested.

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract. Those warranty terms are as follows:

(i) Product Warranty. For a period of two (2) years after the date of shipment with respect to VERs (the "VER Warranty Period"), Contractor warrants to ordering activity that the VERs, as delivered by Contractor to ordering activity, will substantially conform to the written specifications Lytx provides to ordering entity hereunder (the "Documentation"). The Warranty Period shall be extended for the duration of any period for which ordering activity purchases an extended warranty from Contractor. The foregoing warranties shall not apply if ordering activity fails to notify Contractor in writing of such defects prior to the expiration of the Warranty Period, if the defect is not reproducible, or the defect is caused by: (a) ordering activity's negligence or misuse, or events beyond Contractor's reasonable control; (b) to the extent performed by ordering activity or its representatives, the failure to install, maintain or use the VER in accordance with the Documentation and Contractor's instructions; (c) except as authorized by Contractor in writing, alterations to the VER made by anyone other than Contractor or its representatives; (d) except as authorized by Contractor in writing, any attempt to service the VER other than by Contractor or its representatives; or (e) third party software, hardware, or materials not approved or supplied by Contractor. Contractor shall not be responsible for any of ordering activity's or a third party's software, information or data contained in, stored on, or integrated with any VER returned to Contractor pursuant to the foregoing warranty. Contractor's and its suppliers' sole liability, and ordering activity's exclusive remedy, under this Section 6 shall be, at Contractor's option: (I) to use commercially reasonable efforts to correct any reproducible defects identified by ordering activity in writing during the Warranty Period which renders the VER non-conforming, (II) to replace the defective VER (with either a new or refurbished product), or (III) to accept return of the defective VER from ordering activity and provide ordering activity with a pro rata refund based on the remaining portion of the Warranty Period. Replacement VERs will assume the greater of the balance of the original Warranty Period or ninety (90) days. With respect to any hardware provided hereunder that is not manufactured by Contractor, ordering activity acknowledges and agrees that its use and possession of such product shall be governed by the terms of such product manufacturer's warranty, if any, and ordering activity agrees to look solely to the manufacturer with respect to all applicable claims. The right to enforce all warranties made by any such manufacturer are hereby, to the extent Contractor has the right, assigned to ordering activity.

(ii) Warranty Claims. To make a return under the warranties in this Section 6, ordering activity must first contact Contractor Technical Support and assist in a reasonable troubleshooting

effort to restore the product to service. Upon a failure determination by Contractor Technical Support, ordering activity must request a Return Material Authorization number (RMA) within the Warranty Period. Upon approval of the request, Contractor will provide ordering activity an RMA number and a prepaid return label. For all warranty returns, ordering activity must use the return label provided by Contractor to send the product to Contractor, packaged appropriately for safe shipment. Contractor shall pay all freight charges for shipment to ordering activity of any replacement VER covered by these warranty provisions.

(iii) Service Warranty. Contractor warrants to the ordering activity that any services to be performed hereunder shall be performed in a professional and workmanlike manner. Contractor's and its suppliers' sole liability, and ordering activity's exclusive remedy, under this contract shall be for Contractor to use commercially reasonable efforts to re-perform the services. With respect to installation services provided hereunder, the foregoing warranty shall apply solely for the one (1)-year period after installation.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise expressly set forth herein, (i) the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items, (ii) Contractor disclaims all warranties, express, implied or statutory, except to the extent otherwise specified herein, (iii) Contractor makes no warranty that the software provided will work in combination with any hardware or software products provided by third parties, that the operation of the software will be uninterrupted or error free, that all defects in the software can be corrected, or that any specific result or outcome will be achieved by utilizing the products or services and (iv) Contractor makes no warranty that access to the services or associated network coverage (e.g., wireless network coverage) will be continuous or uninterrupted.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

Warranty work is carried out at our return logistics center. Address as follows:
Test Technology Inc, 4 E Stow Road Suite 2, Marlton, NJ 08053

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND/OR REPAIR/SPARE PARTS (SPECIAL ITEM NUMBER 811212)

1. SERVICE AREAS

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 50 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 8.d and 9.d of this Special Item Number 811212.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Warranty work is carried out at our return logistics center. Address as follows:
Test Technology Inc, 4 E Stow Road Suite 2, Marlton, NJ 08053

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 811212). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lessor period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

7. RESPONSIBILITIES OF THE CONTRACTOR

For equipment covered by a maintenance contract or warranty, the Contractor's repair service personnel shall provide ordering activity replacement equipment upon receipt of defective equipment in accordance with

Contractor's standard RMA process. For equipment not covered by a maintenance contract or warranty, Contractor does not provide repair services. Such services may be independently available to ordering activity through third party service providers.

8. MAINTENANCE RATE PROVISIONS

a. If equipment maintenance services are purchased at the listed monthly price, the Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be:

Negotiated on a case by case basis.

e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

Not applicable.

9. REPAIR SERVICE RATE PROVISIONS

a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. MULTIPLE MACHINES. When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of **"Negotiated on a case by case basis"** per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates will be negotiated with the ordering activity on a case by case basis. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, if applicable, shall apply.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated, at a discount of 5 % from such listed prices.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 90 day period.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a 90 day period.

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY TRAINING (SPECIAL ITEM NUMBER 611420)

1. SCOPE

a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. **If applicable** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

(1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
(2) The length of the course;
(3) Mandatory and desirable prerequisites for student enrollment;
(4) The minimum and maximum number of students per class;
(5) The locations where the course is offered;
(6) Class schedules; and
(7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

None

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL ITEM NUMBER 54151ECOM)

*******NOTE: If offering IT Professional Services with E-Commerce, use SIN 54151S and include the Terms and Conditions applicable to the IT Professional Services offered.***

1. SCOPE
The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) and Subscription Services apply exclusively to EC and Subscription Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE
The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)

b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 54151ECOM is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).

c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.
The Ordering Activity shall specify the delivery schedule as part of the initial requirement.

5. INTEROPERABILITY.
When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR
The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA
The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING
If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY
The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

Not applicable.

The warranty shall commence upon the later of the following:
a. Activation of the user's service
b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING
The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING
The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

See SIN 611420 for training services pricing.

14. MONTHLY REPORTS
In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

14. ELECTRONIC COMMERCE SERVICE PLAN
(a) Describe the electronic service plan and eligibility requirements.

Not applicable.

(b) Describe charges, if any, for additional usage guidelines.

Not applicable.

(c) Describe corporate volume discounts and eligibility requirements, if any.

Not applicable.

17. CONFIDENTIALITY

Each of ordering activity and Contractor shall keep confidential all proprietary information provided to it by the other party in connection herewith until such time as such information becomes generally known to the public through no act or omission of the receiving party.

18. CLIENT DATA

As between Contractor and ordering activity, ordering activity shall own the information, data and content captured by the products in ordering activity's possession ("Data"); the Data will be ordering activity's confidential information; provided that, Contractor and its subcontractors shall have the right to use such Data (i) in connection with performance hereunder and (ii) to improve and expand Contractor's products and services as long as such Data is treated as confidential information. Contractor shall have the right (which shall survive termination and expiration of this agreement) to use and disclose the non-video and non-audio meta-data components of the Data for any purposes; provided that, Contractor does not indicate to any third party that such components were provided by, obtained from, or associated with, the ordering activity or ordering activity's drivers.

TERMS AND CONDITIONS APPLICABLE TO WIRELESS MOBILITY SOLUTIONS (SPECIAL ITEM NUMBER 517312)

1. ACCEPTANCE TESTING

The Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

2. EQUIPMENT

The equipment used to deliver the wireless services provided hereunder is separately provided under SIN 33411 (Purchase of Equipment).

3. WARRANTY

The equipment used to deliver the wireless services provided hereunder is separately provided under SIN 33411 (Purchase of Equipment) and the warranty applicable to such equipment is set forth on page 8.

4. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

5. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

When requested, the Contractor provides installation services and training services for a separate charge. See SIN 33411 (Purchase of Equipment) and SIN 611420 (Training Courses) for the Contractor's current offerings.

6. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

7. WIRELESS SERVICE PLAN

(a) Describe the wireless service plan and eligibility requirements. Including, but not limited to, service area, monthly service charge, minutes included, etc.

Provision of wireless services by the Contractor is contingent upon the ordering of the Contractors's cellular video event recorder (VER) and Managed Services. The service is limited to upload of videos and related data from VERs to servers operated by or on behalf of the Contractor, as part of delivery of Managed Services.

(b) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

Data upload generally occurs in off-peak hours.

(c) Describe corporate volume discounts and eligibility requirements, if any.

Not applicable.

8. TRADE AGREEMENTS ACT

Although contracts awarded under this solicitation are subject to the Trade Agreements Act, Wireless Service under SIN 517312 is not covered by the World Trade Organization Government Procurement Agreement (WTO GPA) or any of the other Free Trade Agreement (FTA). *See* FAR 25.401 (b)(2).

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Lytx, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Lytx Inc.
www.Lytx.com
gsa@Lytx.com
o 858-430-4000

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

_____

Ordering Activity Date

_____

Contractor Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

Lytx's
GSA PRICE LIST

SIN 33411 PURCHASING OF NEW ELECTRONIC EQUIPMENT

Line #	Item #	MPN #	Description	# of Units	GSA Price
Equipment					
1	ER-SF400-K0-101	ER-SF400-K0-101	Event Recorder, SF400, w/256 GB LTE NA	Per each unit	$525

Installation Services				
2	SRV-INS-0002	DriveCam vehicle installation, per day/per Technician (Actual Vehicle Installs Per Day Based on Vehicle Type)	Subsequent Days	$ 957.18
3	SRV-INS-0001	DriveCam vehicle installation, per day/per Technician (Actual Vehicle Installs Per Day Based on Vehicle Type)	For 1st Day	$ 1,435.77
4	4230-00002-0001	Collision Accident Report (CAR)	Per Report	$ 239.29
5	SRV-INS-0008	Provisioning Fee/Per VER unit	Per VER unit	$ 47.86
6	SRV-INS-0010	DriveCam Installation Per Unit – Standard Install	Per each unit	$ 157.94
7	SRV-INS-0011	DriveCam Installation Per Unit – Complex Install (Waste, Transit)	Per each unit	$ 205.80
8	SRV-INS-0012	DriveCam Installation Per Unit – Premium Install (Coach)	Per each unit	$ 268.01
9	SRV-INS-0020	Complex Installation of Extended Harness	Per each unit	$ 57.30
10	SRV-INS-0013	DriveCam Installation Per Unit – Custom Install	Per each unit	$ 478.59
11	SRV-INS-0014	DriveCam Peripheral Install – Per Peripheral Sold	Per each unit	$ 23.93

SIN 811212 MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND/OR REPAIR/SPARE PARTS

Line #	Model#	Item #	Description	GSA Price
1	WARRANTY 1 YEAR	4510-00005-0001	DriveCam Event Recorder 1 Year Extended Warranty (beyond year 2 – must be purchased at time of DC ER purchase)	$ 46.90
2	WARRANTY 2 YEAR	4510-00005-0002	DriveCam Event Recorder 2 Year Extended Warranty (beyond year 2 – must be purchased at time of DC ER purchase)	$ 93.80
3	WARRANTY 3 YEAR	4510-00005-0003	DriveCam Event Recorder 3 Year Extended Warranty (beyond year 2 – must be purchased at time of DC ER purchase)	$ 140.71

SIN 611420: INFORMATION TECHNOLOGY TRAINING

Line # 1	Training Course	Training for Software Usage, Event Review, Driver Coaching - Dedicated WebEx Training Session (Per Session)
	Brief description	Conducted via WebEx. Key topics covered include: how to use the software, tips on reviewing events, counseling drivers effectively and tracking program success. There will also be time dedicated to best practices for management of the program. This is training done via the web, not at site.
	Length of Course	3 Hours
	Mandatory Requirements	Must be deployed with DriveCam equipment
	Minimum/Maximum number of students per class	1 min/ 25 max
	Locations where the course is offered	Web Based
	Class Schedule	Per client's request
	Part Number	4235-00004-0000
	GSA Price	$502.52 per class/group session

Line # 2	Training Course	Training for Software Usage, Event Review, Driver Coaching (On-Site/Per Day)
	Brief description	Lytx Training staff comes on site to present a comprehensive training session on how to: use the software, accurately review events, counseling drivers effectively and tracking program success. There will also be time dedicated to best practices for management of the program.

		This is a per class/group charge. Training is held at the client's location. Travel and per diem for instructor are at additional costs.
	Length of Course	8 Hours
	Mandatory Requirements	Must be deployed with DriveCam equipment
	Minimum/Maximum number of students per class	1 minimum/ 20 maximum
	Locations where the course is offered	Buying Activity Site
	Class Schedule	Per client’s request
	Part Number	4235-00003-0000
	GSA Price	$2,297.23 per day

SIN 54151ECOM ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

Line #	Item #	Description	GSA Price
1	4230-00MMS-M	120 Day Trial (DOL, Cell Transmission, Clip Review, Manual Clips) (Price Per Month)	$ 76.00
2	GSA-Tier1-MS-A	Tier 1 - Managed Service, including DriveCam Online license - Includes standard duty, including 2 axel/4 wheel vehicles and four wheels operated on no more than one 8-hour shift per day (example - Passenger and service vehicles) – Invoiced Annually [1 2 3]	$ 290.00
3	GSA-Tier2-MS-A	Tier 2 - Managed Service, including DriveCam Online license - Medium duty, including vehicles generally over 6,000 lbs. and/or more than 2 axels/4wheels – Invoiced Annually [1 2 3]	$ 353.00
4	GSA-Tier1-MS-M	Tier 1 - Managed Service, including DriveCam Online license - Includes standard duty, including 2 axel/4 wheel vehicles and four wheels operated on no more than one 8-hour shift per day (example - Passenger and service vehicles) – Invoiced Monthly [1 3]	$ 24.16
5	GSA-Tier2-MS-M	Tier 2 - Managed Service, including DriveCam Online license - Medium duty, including vehicles generally over 6,000 lbs. and/or more than 2 axels/4wheels – Invoiced Monthly [1 3]	$ 29.41
6	4230-FTS-A	Fleet Tracking Solution (Annual Subscription)	$ 107.88
7	4230-FTS-M	Fleet Tracking Solution (Monthly Subscription)	$ 8.99

Note:

[1] One year minimum of Lytx® Managed Services.

[2] Lytx is aware that the Annual Fees noted may need to be prorated to meet the Government's procurement requirement. Monthly prorated fees can be negotiated at the task order level.

[3]Lytx's standard policy for subscription start date has been as agreed between ordering activity and Contractor.

SIN 517312 WIRELESS MOBILITY SOLUTIONS

Line #	Item #	Description	GSA Price
1	Wireless Services – Gov-A	Wireless Services (Annual Fee) [1] [2]	$ 24.00

Note:

[1] Lytx is aware that the Annual Fees noted may need to be prorated to meet the Government's procurement requirement. Monthly prorated fees can be negotiated at the task order level.

[2] Data upload generally occurs in off-peak hours.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to SHI International Corp for one-year subscription for Adobe Sign, Acrobat, and Creative Cloud document management software for MIT. General fund

Amount of Contract:

$54,485.33

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231026 SHI Agenda Package POs	Cover Memo	10/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:49 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
897	2024	(5000) INFORMATION TECHNOLOGY	ONE YEAR SUBSCRIPTION FOR ADOBE SIGN, ACROBAT, AND CREATIVE CLOUD DOCUMENT MANAGEMENT SOFTWARE FOR MIT (AL STATE CONTRACT; EXEMPT AS SOFTWARE)	$54,485.33	(272641) SHI INTERNATIONAL CORP

Adopted:

_____

City Clerk

Bill To	Requisition 00000897-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/19/23	272641	10/19/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER STATE OF ALABAMA CONTRACT #MA230000003919 AND YOUR QUOTE #23910412.			
001	Adobe Sign for Enterprise Subscription - Each Subscription (# Specified Below) - 12 Months 5, 000 transactions Adobe - Part#: 65318659 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: Nov-27-2023 - Nov-26-2024	1.00 EACH	21052.63000	21052.63
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			21052.63
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	Adobe Acrobat Pro Enterprise Term	48.00	207.37000	9953.76

Bill To	Requisition 00000897-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/19/23	272641	10/19/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	License - Per User - 12 Months Adobe - Part#: 65286686 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: Nov-27-2023 - Nov-26-2024	EACH		
1	1000.10.23.5000.5000.5000.0000.0000.42115.			9953.76
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Adobe Acrobat Standard Enterprise Term License - Per User - 12 Months Adobe - Part#: 65286683 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: Nov-27-2023 - Nov-26-2024	15.00 EACH	161.05000	2415.75

Bill To	Requisition 00000897-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	DEIRDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/19/23	272641	10/19/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.23.5000.5000.5000.0000.0000.42115.			2415.75

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
DEIRDRA STATES

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

004	Adobe Creative Cloud Pro Term License - Per User - 12 Months All Apps Pro Adobe - Part#: 65299026 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: Nov-27-2023 - Nov-26-2024	9.00 EACH	1315.79000	11842.11
1	1000.10.23.5000.5000.5000.0000.0000.42115.			11842.11

Bill To	Requisition 00000897-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/19/23	272641	10/19/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
005	Adobe Creative Cloud Single App Pro Enterprise Term License - Per User - 12 Months Single App Pro Adobe - Part#: 65300292 Contract Name: Sourcewell-Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: Nov-27-2023 - Nov-26-2024	8.00 EACH	494.74000	3957.92
1	1000.10.23.5000.5000.5000.0000.0000.42115.			3957.92

Bill To	Requisition 00000897-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/19/23	272641	10/19/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
006	Adobe Sign for Enterprise Subscription - Professional Services (See attachment for SOW) - 12 Months Adobe - Part#: 65315954 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: Nov-27-2023 - Nov-26-2024	1.00 EACH	5263.16000	5263.16
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			5263.16

Bill To	Requisition 00000897-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/19/23	272641	10/19/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
DEIRDRA STATES

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 54485.33

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	54485.33	1871772.64
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
CCancelled	10/25/23	ANNE FOLEY	GL Allocation, GL Allocation,
Approved	10/19/23	GREG HOLLIDAY	Auto approved by: 91057606
Approved	10/19/23	SCOTT KEARNEY	
Approved	10/19/23	UDARA JAYASENA	Auto approved by: 91057606
Approved	10/25/23	GREG HOLLIDAY	Auto approved by: 9105jayu
Approved	10/25/23	SCOTT KEARNEY	Auto approved by: 9105jayu
Approved	10/25/23	UDARA JAYASENA	Approving Per Ashley

Bill To	Requisition 00000897-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 7

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/19/23	272641	10/19/23			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/25/23	DONALD ROSE		Approved by: 9105fola	
	Approved	10/25/23	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	10/25/23	STEVEN KRONINGER		Auto approved by: 910516727	
	Approved	10/25/23	SAMANTHA COOLEY		Auto approved by: 910516727	
	Approved	10/25/23	JOHN PAINE		Auto approved by: 910516727	
	Approved	10/25/23	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

Print Close

Contract Header

Contract
Software, Valued Added Reseller

Type
Master Agreement

Supplier
SHI INTERNATIONAL CORP

Contract Code
MA230000003919

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Jennifer	Loretz	jennifer.loretz@purchasing.alabama.gov	334-242-7370

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Raegan	Harris	Raegan_Harris@SHI.com	205-522-6749
Raegan	Harris	Raegan_Harris@SHI.com	205-522-6749
SouthEastTeamGov@shi.com	SHI PO Contact	SouthEastTeamGov@SHI.com	800-715-3197
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388

5 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
4/1/2023

End Date
4/24/2027

Documents

- State of Alabama PA(031623).docx.pdf
- Cost Plus pricing NASPO SVAR - Alabama.pdf

Items

Item Name	Product Code	UOM
Software	230000003919-01	Each
Software, consumption based only	230000003919-02	USD
SHI PunchOut	shi	Each

Print Close

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Submitted by:

Relya McMillian
Capital Projects Administrator

Sponsored by:

Mayor William S. Stimpson
Mayor

Purpose and Scope of Project:

To transfer $9,660,000.00 unassigned fund balance in the General Fund (Fund 1000) to Capital Project #C0806 Civic Center-New Parking Facility in the Capital Improvements Fund (Fund 2000).

Funding Source

Project # **Discretionary Funds**

Project String 2000.2000 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Civic Center-New Parking Facility	Cover Memo	10/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	10/25/2023 - 10:51 AM
Budget	Sapp, Celia	Approved	10/25/2023 - 12:54 PM
Legal	Kern, Chris	Approved	10/25/2023 - 1:16 PM
Legal	Kern, Chris	Approved	10/25/2023 - 1:17 PM
Mayors			10/26/2023 -

Office	Montgomery, Brandi	Approved	2:46 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $9,660,000.00 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the Unassigned Fund Balance in the General Fund (Fund 1000) to Capital Improvement Fund (Fund 2000) Capital Project #C0806 Civic Center-New Parking Facility.

These funds will be used to cover the increased construction costs of the Civic Center parking facility.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Submitted by:

Nick Amberger, P.E., Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Cory Penn

Purpose and Scope of Project:

Approve contract with Thompson Engineering, Inc. for Laboratory Testing.

Amount of Contract:

$25,000.00

Funding Source

Project # C0721 **Discretionary Funds**

Project String 2000.2000.48030 **Contract Number:**4745

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Streetscape Improvements	Cover Memo	10/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	10/25/2023 - 8:35 AM
Capital	Rhodes, Brenda	Approved	10/25/2023 - 8:54 AM
Legal	Kern, Chris	Approved	10/25/2023 - 1:13 PM
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:46 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: U S 45 Streetscape Improvements COM Project: 2022-3005-06

PROJECT #: C0721 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Laboratory Testing

_____

CONTRACT AMOUNT: $25,000.00

VENDOR NAME: Thompson Engineering, Inc.

VENDOR NUMBER: 203598

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___N X___; 5% of the 1st 50% _____ or If different, indicate special rate _____

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

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

Prepared by: Jessica White **Date** 10/24/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilman Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company:	Thompson Engineering, Inc.
Project Name:	US 45 Streetscape Improvements COM Project No. 2022-3005-06
Estimated Cost:	$25,000.00

Adopted:

_____

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

CONTRACT

This contract, made and entered into this _____ day of _____, 2023, by and between the City of Mobile, Alabama, hereinafter called "CITY" a political subdivision of and body incorporated in the State of Alabama, acting by and through its governing body, the Mobile City Council, hereinafter called the "CITY", and **Thompson Engineering, Inc.,** hereinafter called the "LABORATORY", WITNESSETH:

That in consideration of the mutual covenants, agreements, and considerations herein contained, the parties hereto do mutually agree and bind themselves as follows:

1. DEFINITIONS:

Whenever in this contract, or in any document or in construction operations where this contract applies, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

(a) **CITY** - City of Mobile, Alabama

(b) **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.

(c) **CONSULTANT** - An engineering company **(Michael Baker International, Inc.)** employed by the CITY to perform professional engineering services for the Project.

(d) **CONTRACT -** Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

(e) **COUNCIL** - Mobile City Council

(f) **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the LABORATORY, assigned to make engineering evaluations of soils and materials.

(g) **INSPECTOR** - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

(h) **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY, to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this Contract.

(i) **PROJECT** - The construction and/or improvement of any public sidewalk, street, bridge, drainage facility included in the City of Mobile Improvement Project – **U.S.-45 STREETSCAPE IMPROVEMENTS**

Project No. – **2022-3005-06**

(j) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the Project.

(k) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT **(Michael Baker International, Inc.)** to perform engineering services for the PROJECT.

(l) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.

(m) **TEST** - A procedure necessary or appropriate according to approved LABORATORY testing practices, to determine whether or not the material being tested meets the Project Specifications.

(n) **SOIL MECHANICS TEST** – A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved LABORATORY testing practices to determine physical properties of soils for engineering evaluation purposes.

2. SCOPE OF THE WORK:

This Contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to

be used in the construction of the PROJECT. The PROJECT and the source of funds therefore are listed in Exhibit "B" which is attached to and made a part of this contract.

3. DIRECTION OF WORK:

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. LABORATORY PERSONNEL:

The LABORATORY shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed, educated, and qualified as to any duties assigned by, or the responsibility of, the LABORATORY. The parties agree that throughout the life of the contract that the LABORATORY shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the LABORATORY. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of LABORATORY 'S technical staff, inspectors, observers, engineers or agents, all acts by the LABORATORY, or LABORATORY 'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the LABORATORY. All engineering and testing services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama.

5. REPORTS:

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction

tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. LABORATORY OFFICE:

The LABORATORY shall maintain a central office in Mobile during the term of the Contract. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. TESTING PROCEDURE:

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. ENGINEERING PROCEDURES:

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. OMIT

10. PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. OMIT

12. TESTING BASE COURSE:

(a) GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general, one test for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

(b) BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In general, one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. COMPACTION TESTS AND CORE DEPTHS (During Construction)

(a) EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(b) SUB-GRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500 foot intervals and at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER to the time tests are required.

(c) SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500 foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness test which the PROJECT ENGINEER requests. The

LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

(d) BASE-COURSE - Each layer of Base Course material shall be sampled and tested for specified compaction at 500 foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For embankment and sub-grade the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. SPECIAL BORINGS AND SOIL MECHANICS TEST:

(a) BORINGS - Borings for bridge culverts and bridges, and other drainage facilities shall be made as required by the PROJECT ENGINEER. Payment for this item to be as shown on Exhibit "B" attached, where applicable. For bridges, at least one deep boring shall be made for each bend using Alabama Department of Transportation Penetration test and tube sampling procedures or similar specifications. The borings shall be made to penetrate depths that will be influenced by the structure loading. At locations of drainage structures and embankments, deep boring shall be made at 100 foot to 500 foot intervals as selected by the Geotechnical and Materials Engineer and approved by the PROJECT ENGINEER.

(b) SOIL MECHANICS TESTS - Sufficient soil mechanics tests shall be made to estimate the classifications, shearing strength and compressibility of soils at the locations of special structures. These tests will be selected by the Geotechnical Engineer in order to evaluate the subsurface soils. The tests will be performed in accordance with applicable ASTM or AASHTO procedures. The number of tests shall be approved by the PROJECT ENGINEER. Payment for this item shall be as shown on Exhibit "B" attached, where applicable.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's Geotechnical and Materials Engineer shall evaluate the results of the Soil Borings and Soil Mechanics Tests; make engineering analysis pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analyses may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analysis and engineering recommendations shall be performed in accordance with generally accepted engineering analysis, and recommendations will be prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26.

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY's standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb or gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete specified. Cylinder test results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and subject to the approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

(a) For the culvert extensions and wing walls, during the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from each day's placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed one at seven days and two at 28 days from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

(b) For all other concrete, during the construction, the LABORATORY shall make four random samples twice per month. Upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from random placement, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed one at seven days and two at 28 days from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the Project.

20. TEST CONCRETE AGGREGATE:

(a) 100 tons or less total requirements; conformity with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Total requirements more than 100 tons; same as (a) except paragraphs 5 & 9 shall be added. If otherwise satisfactory, the aggregate may be used pending maturity

of satisfactory 28 day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity, and shall report test results to the PROJECT ENGINEER on LABORATORY's standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by manufacturer at the point of origin. If not feasible to test at origin it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall test all aggregate for Surface Treatment paving prior to use. In general one representative test shall be made for every 100 tons upon notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY's standard forms.

23. ASPHALT CONCRETE TESTS:

(a) JOB MIX FORMULA - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

(b) TEST AT PLANT - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A TECHNICIAN shall be assigned full time to plant during operation and shall sign all load tickets. One extraction and gradation test and temperature measurement shall be performed for each 300 tons or fraction thereof for each day's run. A Marshall Density test shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

(c) TEST IN PLACE - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be performed at 200 foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline and at other locations directed by the PROJECT ENGINEER. The in place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

The LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

26. PAYMENT:

Any language to the contrary in this Agreement notwithstanding, all payments to the LABORATORY for services shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the LABORATORY for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

a) CONTRACT SERVICES

Construction Phase Services – A sum not to exceed **$25,000.00 (Twenty-five Thousand Dollars and Zero Cents)** for all services completed by the

LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the work begun and supported by duly filed monthly claims based on that month's labor's hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT CONTRACTOR through the completion of the construction of this PROJECT.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY's obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this Contract by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

That the CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this Contract and all terms and conditions contained herein. Neither the City nor the LABORATORY shall assign or transfer their respective interest or obligation in this Contract without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

By signing this contract, the LABORATORY 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.

30. E-VERIFY:

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.

31. INSURANCE:

LABORATORY shall name the City of Mobile as an additional insured. LABORATORY shall take out and maintain during the life of the contract the following:

(a) Workers' Compensation/Employer's Liability:

1) Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2) Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

3) Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

(b) Comprehensive General Liability Insurance:

1) Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by LABORATORY.

2) Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3) General Aggregate Limit shall apply on a "Per Project" Basis.

(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) Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1) Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

2) Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

3) Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4) Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5) Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, LABORATORY 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. LABORATORY shall also be responsible for delivering policy renewal certificates to the City of Mobile.

32. ANTI-DISCRIMINATION:

LABORATORY 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 entities 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.

33. GOVERNING LAW AND VENUE:

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

34. INDEMNIFICATION:

The LABORATORY shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by LABORATORY or the LABORATORY'S agent, LABORATORY under contract, or other entity for which LABORATORY is legally liable. LABORATORY shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by LABORATORY or its agents covered by LABORATORY'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires LABORATORY to procure and maintain professional liability insurance that satisfies the named requirements. LABORATORY shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to LABORATORY'S liability, or in proportion to the extent LABORATORY participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require LABORATORY to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

LABORATORY shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as

expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

35. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

THOMPSON ENGINEERING, INC

By:_____
Print: Michael V Manning
Its: President
Address: 2970 Cottage Hill Rd Ste 190
Mobile, AL 36606
Telephone: 251-666-2443

STATE OF ALABAMA
CITY OF MOBILE

I, Stephanie Ivey McAleer, a Notary Public in and for said State and County, hereby certify that Michael V Manning, whose name as President of Thompson Engineering, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 3 day of October, 2023.

Stephanie Ivey McAleer
NOTARY PUBLIC

My Commission Expires:
STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026

EXHIBIT 'A'

PROJECT LOCATION

Hwy 45 (St. Stephens Rd.) from Wilson Ave. to Prichard Ave.

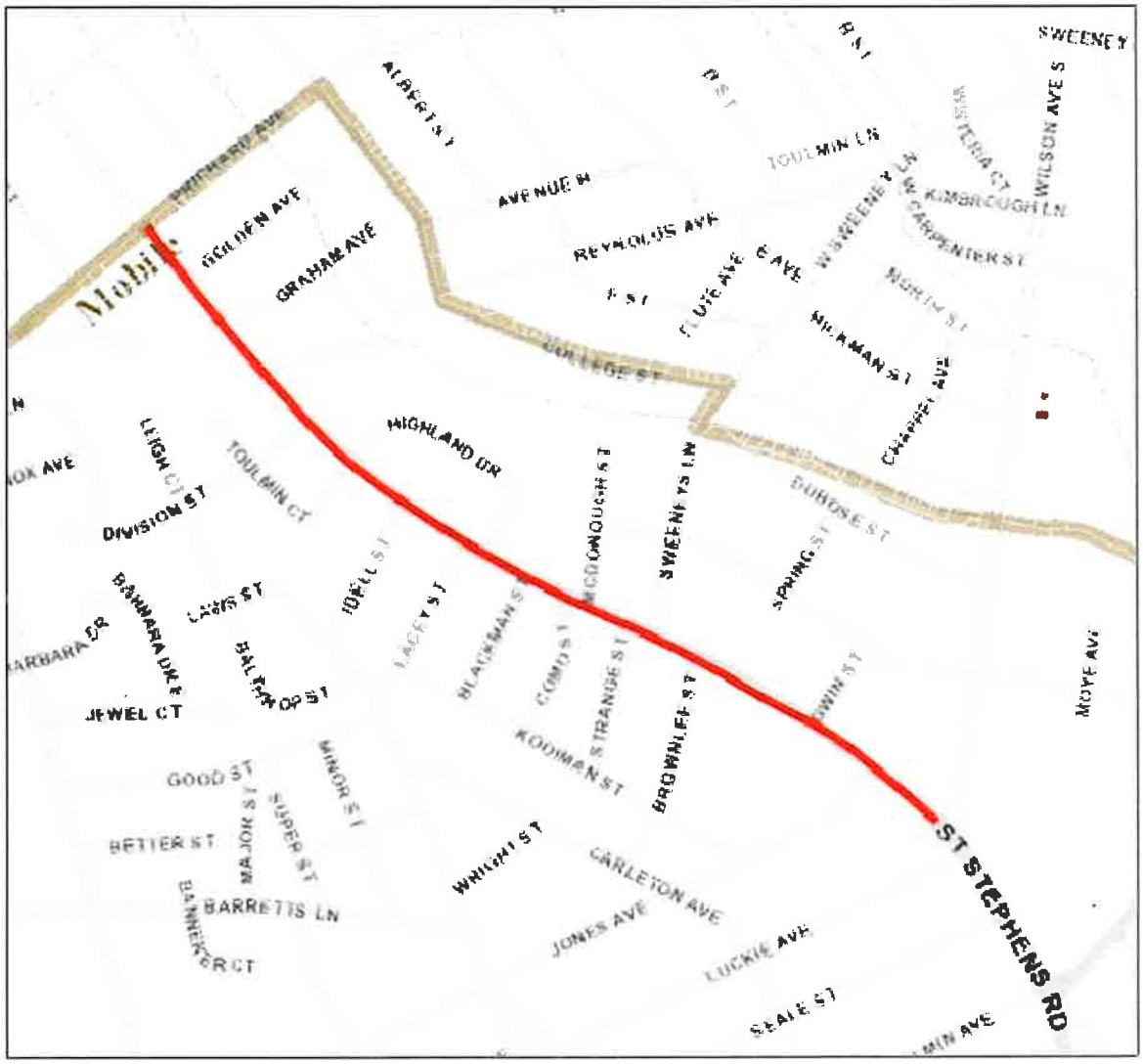

EXHIBIT 'B'

This contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the construction of the following project:

U.S.-45 STREETSCAPE IMPROVEMENTS
Project No. – **2022-3005-06**

Source of Funding: 2023 CIP

LABORATORY cost shall not exceed, unless otherwise approved: $ 25,000.00

EXHIBIT 'C'

FEE SCHEDULE, SPECIAL BORINGS AND SOIL MECHANICS TEST PAYMENT, AND SUMMARY OF HOURLY RATES

THOMENG-01 KOWENS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/18/2023

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 PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS: afoster@turnerfirst.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Zurich American Insurance Co. — 16535
INSURED Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GLO 3534778	1/1/2023	2/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAP 3534779	1/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 3534777	1/1/2023	2/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Project Name - U.S.-45 STREETSCAPE IMPROVEMENTS
Project # 2022-3005-06
Hwy 45 (St. Stephens Rd.) from Wilson Ave. to Prichard Ave.

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David J Dwash

ACORD 25 (2016/03)

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STATE OF ALABAMA

COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Michael V Manning (affiant) who, being duly sworn says as follows:

President/~~CEO~~ of Thompson Engineering Inc

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Thompson Engineering Inc that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Thompson Engineering, Inc is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 571783.

_____

~~CEO~~ President of Thompson Engineering Inc

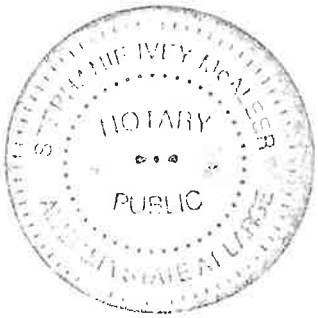
Sworn to and subscribed before me this the 3 day of October, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____

Signature and Seal of Notary Public

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026



THE E-VERIFY

MEMORANDUM OF UNDERSTANDING

FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Thompson Holdings, Inc (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II

RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    A. Notice of E-Verify Participation
    B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
    B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

    Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
    B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
    A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
    B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
    A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
    C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
    E. The Employer may use a previously completed Form I-9 as the basis for creating anE-Verify case for an employee assigned to a contract as long as:
        i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

A. Automated verification checks on alien employees by electronic means, and

B. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
    A. Scanning and uploading the document, or
    B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Thompson Holdings, Inc (Employer) hereby designates and appoints Chacyra Lloyd (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Thompson Holdings, Inc	
Name (Please Type or Print) Chad Brown	Title
Signature Electronically Signed	Date July 03, 2019
E-Verify Employer Agent Paylocity Corporation	
Name (Please Type or Print) Chacyra Lloyd	Title
Signature Electronically Signed	Date July 03, 2019
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date July 03, 2019

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Thompson Holdings, Inc
Company Facility Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
Company Alternate Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
County or Parish	Mobile
Employer Identification Number	72-1381313
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	19

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

Alabama	5
Tennessee	5
Florida	2
Mississippi	2
Georgia	1
Louisiana	3
North Carolina	1

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

Name	Chad Brown
Phone Number	(251) 510-3156
Fax Number	
Email Address	cbrown@thompsonengineering.com

Name	Bill Morgan
Phone Number	(251) 518-6299
Fax Number	
Email Address	bmogan@thompsonengineering.com

Name	Edna Lugo
Phone Number	(251) 525-0227
Fax Number	
Email Address	elugo@thompsonengineering.com

EXHIBIT 'E':

SUBCONTRACTING PLAN AND
DBE UTILIZATION REPORT OR WAIVER

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2022-3005-06 Current Date 10 / 18 / 23

Project Description U.S. Hwy 45 Streetscape Improvements (Wilson-Prichard)

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is a contract for materials testing services.

The tasks are specialized and the cost is not enough to warrant the use of sub-contractors.

Contract for Thompson Engineering not to exceed $25,000.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 10/18/2023 (Date)

251-208-7426 **Telephone Number**

nick.amberger@cityofmobile.org **Email Address**

Archnique Kidd Supplier Diversity Manager
Reviewed By (Office of Supplier Diversity)

(Signature) Archnique Kidd (Title) (Date) 10/19/2023

Approved By (CAO)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

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

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE): JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

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

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

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

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

PRINT NAME: _____

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

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.

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

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

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

E-mail:_ Phone: _____

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount $_____ Date: _____/ _____/____

Description_____

Name of Bidder/Proposer: _____

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

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

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

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

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

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

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

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

THOMENG-01 KOWENS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/2/2023

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 PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS: afoster@turnerfirst.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Zurich American Insurance Co. — 16535
INSURED Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	GLO 3534778	1/1/2023	2/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liab.						MED EXP (Any one person)	$ 10,000
	X XCU Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EBL AGGREGATE	$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	BAP 3534779	1/1/2023	2/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A	X	WC 3534777	1/1/2023	2/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Project Name - U.S.-45 STREETSCAPE IMPROVEMENTS
Project # 2022-3005-06
Hwy 45 (St. Stephens Rd.) from Wilson Ave. to Prichard Ave.

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability and Auto Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David J Sweden

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/2/2023

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PRODUCER
Cadence Insurance (Formerly BXS Insurance)
760 Howard Avenue, 2nd floor
Biloxi MS 39530

CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 8002770856 **FAX (A/C, No):** 228-863-1957
E-MAIL ADDRESS: patty.savage@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Insurance Company, Inc.	37540
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Thompson Engineering Inc.
2970 Cottage Hill Rd Ste 190
Mobile AL 36606

COVERAGES **CERTIFICATE NUMBER:** 636696891 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	CUP8S42687023NF	1/1/2023	2/1/2024	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			C1D697230701	1/1/2023	2/1/2024	Per Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NOTE: Umbrella Coverage above; policy number CUP8S42687023NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778, Auto Liability policy number BAP3534779, and Employers Liability policy number WC3534777 written through Zurich American Insurance Company effective 1/1/2023 to 2/1/2024. Umbrella is follow form these policies.
RE: U.S.-45 Streetscape Improvements Project No. 2022-3005-06

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Submitted by:

Carleen Stout-Clark, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

Purpose and Scope of Project:

Authorize construction contract Civic Center Parking Facility

Amount of Contract:

$38,160,000.00

Funding Source

Project # C0806 Civic Center — **Discretionary Funds**

Project String 2000.2000.48010 — **Contract Number:**

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

Grant Funds — **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	10/24/2023
Capital Contract Summary Sheet	Backup Material	10/24/2023
Contract	Exhibit	10/24/2023
Bid	Backup Material	10/24/2023
Sec of State Page	Backup Material	10/24/2023
Bid Tabulation	Backup Material	10/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	10/25/2023 - 9:30 AM
Capital	Rhodes, Brenda	Approved	10/25/2023 - 9:55 AM

Legal	Kern, Chris	Approved	10/26/2023 - 11:58 AM
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:44 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: **White-Spunner Construction, LLC**

Project Name: **Mobile Civic Center Parking Facility**

Project Number: **CC-085-22**

Amount: **$ 38,160,000.00**

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile Civic Center Parking Facility

PROJECT # C0806 **DATE OF RECEIPT** _____

PROJECT DESCRIPTION Mobile Civic Center Parking Facility Construction Project with City of Mobile and White-Spunner Construction, LLC

CONTRACT AMOUNT $38,160,000

VENDOR NAME White-Spunner Construction, LLC

VENDOR NUMBER 298795

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**)	Non Contractual	
Performance-Contributed Contractual			

RETAINAGE INFORMATION:

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

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

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

Prepared by: Rhonda Lewis **Date** 10/18/2023

Revised 11/14/2019 Marilyn McMillan

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

White-Spunner Construction, LLC..
2010 W. I-65 Service Rd. S.
Mobile, AL

City of Mobile Business License Number: 120618
Secretary of State Registration Number: 821-475

for the following Project:
(Name, location and detailed description)

Mobile Civic Center Parking Facility
200 South Claiborne Street
Mobile, AL 36602
Project Number CC-085-22

The Architect:
(Name, legal status, address and other information)

Evan Terry Associates, LLC
1 Perimeter Park South #200S
Birmingham, AL 35243

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (1161915183)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

(Paragraph deleted)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than Four Hundred Thirty-Five (435) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

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User Notes: (1161915183)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Thirty-Eight Million One Hundred Sixty Thousand and 00/100 Dollars ($ 38,160,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$36,550,000.00
Contingency Allowance:	$300,000.00
Alternates	$1,310,000.00
Total Bid:	$38,160,000.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate 1 - add pre-cast panels and coating to North and West Elevations as shown on drawings A5.21B, A5.22b, A5.24b	$850,000.00
Alternate 2 - add elevators 5 and 6	$460,000.00

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
(Row deleted)

Contingency Allowance:	Three Hundred Thousand and 00/100 Dollars ($300,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
1. NONE		

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

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User Notes: (1161915183)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Program Manager by the Contractor and Certificates for Payment issued by the Program Manager, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Program Manager not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Program Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Program Manager receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Program Manager may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;
- **.3** Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Program Manager has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Program Manager may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Program Manager/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
  - a.) Contractor's Release or Waiver of Liens
  - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

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Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (Contractor) has completed the contract for All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Sam Matheny, Program Manager, Volkert Inc.
11 N Water Street, Suite 18290
Mobile, Alabama 36602
Sam.matheny@volkert.com

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

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(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Sam Matheny, Program Manager, Volkert Inc.
11 N Water Street, Suite 18290
Mobile, Alabama 36602
Sam.matheny@volkert.com

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jeff Carrico, Chief Operations Officer, White-Spunner Construction LLC
2010 W I-65 Service Rd S
Mobile, AL
Jeff.carrico@white-spunner.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State

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of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden

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And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required

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Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

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3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

.3 Drawings

As provided in the Project Manual for Mobile Civic Center Parking Facility dated August 11, 2023 and Addendums 1 through 5.

.4 Specifications

As provided in the Project Manual for Mobile Civic Center Parking Facility dated August 11, 2023 and Addendums 1 through 5.

.5 Addenda, if any:

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Number	Date
Addendum 01	8-31-2023
Addendum 02	9-5-2023
Addendum 03	9-13-2023
Addendum 04	9-15-2023
Addendum 05	9-18-2023

(Paragraphs deleted)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
NONE			

§ 9.2.1 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Project Manual for Mobile Civic Center Parking Facility dated August 11, 2023 and Addendums 1 through 5.

§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

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§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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User Notes: (1161915183)

This Agreement entered into as of the day and year first written above.

City of Mobile	Legal Name of Party to Contract: Contractor:
OWNER *(Signature)*	**CONTRACTOR** *(By Signature)*
William S. Stimpson, Mayor	
(Rows deleted) *(Printed name and title)*	*(Printed name and title)*

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared as President of , Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this _____ day of _____, 20_____.

NOTARY PUBLIC
My Commission Expires: _____

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User Notes: (1161915183)

TO: CITY OF MOBILE
205 GOVERNMENT ST.
P.O. BOX 1827
MOBILE, AL 36633

SUBMITTED BY:

WHITE-SPUNNER CONSTRUCTION

2010 W. I-65 SERVICE RD. S.
MOBILE, AL 36693

CITY OF MOBILE BUSINESS LICENSE:

120618

AL CONTRACTORS LICENSE:

55715
ADM, BC, HS, MU

SEPTEMBER 20, 2023 2:15 PM

SEALED BID FOR MOBILE CIVIC CENTER – PARKING FACILITY
PROJECT NUMBER:
CC-085-22

FROM TOTAL BASE BID:

ADD/DEDUCT: $450,000.00

GFP

ALT 1:

ADD/DEDUCT: _____

ALT 2:

ADD/DEDUCT: _____

DO NOT OPEN UNTIL THREE PM, SEPTEMBER 20, 2023

2023 SEP

WHITE-SPUNNER CONSTRUCTION

September 20, 2023

Contractor's Authorized Representative Form

Qualifier: Wayne Mostellar
Company Name: White-Spunner Construction LLC.
Company Mailing Address: 2010 West I-65 Service Road South
City Mobile State Alabama Zip Code 36693
Phone 251-471-5189

Let it be known that I, the above listed contractor, have made and appointed, and by the presents do make and appoint as authorized representatives: FRANCIS PLOUGH.
Representatives are authorized to revise the amount of sealed bid amount by writing the amount of the change in price on the outside of the delivery envelope.

Qualifier – Wayne Mostellar | Authorized Representative | Authorized Representative N/A

STATE OF ALABAMA
COUNTY OF BALDWIN

Sworn to and subscribed before me this 20th day of September 2023 personally known Wayne Mostellar

Notary Public – State of Alabama

ALLISON THATCHER
MY COMMISSION EXPIRES
OCTOBER 25, 2026
NOTARY PUBLIC
STATE OF ALABAMA

2010 West I-65 Service Road South Mobile, AL 36693
TEL: 800.471.5189 FAX: 251.478.3962
www.white-spunner.com

SECTION 00 40 00

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: **City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633**

REF: **PROJECT NO.:** **CC-085-22**
PROJECT NAME: **Mobile Civic Center- Parking Facility**
PROJECT LOCATION: **200 South Claiborne Street**
Mobile, Alabama, 36602

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department dated August 4, 2023; and all Addendum (a) Number(s) 1 - 5, dated 8/31/23, 9/5/23, 9/13/23, 9/15/23,,9/18/23 2023 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME: White-Spunner Construction, LLC

ADDRESS: 2010 W. I-65 Service Rd. S. Mobile, AL **PHONE:** 251-471-5189

ALABAMA GENERAL CONTRACTOR LICENSE NO. 55715

CITY OF MOBILE BUSINESS LICENSE NO. 120618

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. 821-475

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. N/A

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] A Corporation [X] A Partnership [ ] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for Sixty (60) calendar days from the date of the Notice to Proceed.

C-085-22
Mobile Civic Center – Parking Facility

BASE BID: $ 37,000,000.00

CONTINGENCY ALLOWANCE: + $ 300,000.00

TOTAL BASE BID: $ 37,300,000.00
(Fill in here and in Total Bid below)

TOTAL BASE BID: Thirty Seven Million, Three Hundred Thousand Dollars ($ 37,300,000 .00)
(Amount in Words) (Amount in Figures)

Additive Alternate #1:

Eight Hundred Fifty Thousand Dollars & No Cents $ 850,000 .00
Amount in Words Amount in #'s

Additive Alternate #2

Four Hundred Sixty Thousand Dollars & No Cents $ 460,000 .00
Amount in Words Amount in #'s

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

REQUIRED LISTING OF SUBCONTRACTORS/SUPPLIERS: List the subcontractors/suppliers for the trades listed below which you intend to use for the base bid. If no trades are designated, the listing is not required. List yourself for work you intend to self-perform. Any envelope adjustments to this section must be initialed by the bidder. Failure to complete this section may render your bid non-responsive. See Supplemental Instructions to Bidders for additional information.

(List requested trades here, if any)

CONTINGENCY ALLOWANCE: $300,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as 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, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

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.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: White-Spunner Construction, LLC.
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Wayne Mostellar
(Printed or Typed)

TITLE: Executive Vice President **DATE:** September 20th **, 2023**
(Printed or Typed)

Sworn to and subscribed before me this Twentieth day of September, 2023

_____
Notary Public

Attachments:

1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A

END OF BID FORM

ALLISON THATCHER
MY COMMISSION EXPIRES
OCTOBER 25, 2026
NOTARY PUBLIC
STATE OF ALABAMA

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 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 emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	White-Spunner Construction, LLC
Address	2010 W. I-65 Service Rd. S, Mobile, AL 36693
Telephone	251-471-5189
E-Mail	estimating@white-spunner.com

RFP/RFQ Solicitation Number	CC-085-22
Project Description	New Parking Deck for Mobile Civic Center
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 72 Female 24 Minority 19 Non-minority 77 Vets 11 Total #of Employees 96

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Wanye Mostellar

Signature: _____ Date: 9/20/23

Title: Executive 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: Allie Thatcher Title: Project Coordinator

E-mail:_ Phone: allie. thatcher@white-spunner.com 251-327-0065

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 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 # CC-085-22 Your Bid/Proposal Amount $_____ Date: 09 / 20 / 2023

Description New Parking Deck for Mobile Civic Center

Name of Bidder/Proposer: White-Spunner Construction, 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
Superior Masonry	251-452-1525	Masonry	480,000	1%	Yes	
Spring Pre-Cast	229-591-7009	Pre-Cast Concrete	5,500,000	14%	Yes	
CECO Concrete	816-459-7000	Concrete	16,000,000	40%	Yes	
Jordan Pile Driving	251-433-6716	Piles	2,700,000	7%	No	
Bagby & Russell	251-344-5987	Electrical	1,900,000	5%	No	
White-Spunner Civil	251-471-5189	Site Work	736,000	2%	No	
Willard Rogers Painting	251-661-9412	Paint	270,000	1%	No	
Brim Plumbing	251-660-8374	Plumbing	1,600,000	4%	Yes	
S.E. Fire Protection	251-649-2034	Fire Sprinkler	900,000	2%	No	
TK Elevator	251-473-3881	Elevator	800,000	2%	No	
ASI	800-274-7732	Signage	260,000	1%	No	
Port City Glass	251-525-9918	Glass & Glazing	1,200,000	3%	No	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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RFP/RFQ/Bid # CC-085-22 Your Bid/Proposal Amount $_____ Date: 09 / 20 / 2023

Description New Parking Deck for Mobile Civic Center

Name of Bidder/Proposer: White-Spunner Construction, 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
Rayford & Associates	251-476-1460	Doors & hardware	40,000	.5%	No	
Performance Sealants	865-224-3016	Joint Sealants	540,000	1%	No	
Kistler - McDougal	770-928-3830	ACM Panels	100,000	.5%	No	
Roof Doctors	251-943-8682	Roofing	100,000	3%	No	
Specialty Perimeter Conceptz	706-221-7320	Barrier Cables	120,000	.5%	No	
Gulf Breeze Landscape	228-497-3356	Landscape	55,000	.5%	No	
Construction Labor Services	251-645-4147	Site Utilities	130,000	.5%	Yes	
Cheyenne Steel	251-473-7112	Steel Erection	300,000	1%	No	
ALFab	334-347-9516	Stair Materials	500,000	1%	No	
Brion Hardin	205-752-9611	Steel Fabrication	600,000	2%	Yes	
Tailored Foam	800-627-1687	Masonry Foam	22,000	.5%	No	
Donaghey	251-475-6494	HVAC	90,000	1%	No	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
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RFP/RFQ/Bid # CC-085-22 Your Bid/Proposal Amount $_____ Date: 09 / 20 / 2023

Description New Parking Deck for Mobile Civic Center

Name of Bidder/Proposer: White-Spunner Construction, 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
Overhead Door CO		Over Head Door	15,000	.5%		
United Markings		Striping	40,000	.5%		

BID BOND

Bond No: Bid Bond

CONTRACTOR:
(Name, legal status and address)

White-Spunner Construction, LLC
2010 West I-65 Service Road South
Mobile, AL 36693

SURETY:
(Name, legal status and principal place of business)

Hartford Fire Insurance Company
The Hartford - Bond Claim Department
One Hartford Plaza, T-4
Hartford, CT 06155

OWNER:
(Name, legal status and address)

City of Mobile, AL
205 Government St.
Mobile, AL 36602

BOND AMOUNT: 5% NTE $10,000 Five Percent of Amount Bid Not to Exceed Ten Thousand Dollars

PROJECT:
(Name, location or address, and Project number, if any)

Mobile Civic Center Parking Facility

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of September, 2023.

White-Spunner Construction, LLC

By: _____ (Seal)
(Principal)

(Witness)

WAYNE MOSTELLAR - EXEC. V.P.
(Title)

Hartford Fire Insurance Company

By: _____ (Seal)
(Surety)

(Witness) Julie Gast

Mark W. Edwards, II, Attorney-in-Fact
(Title)

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A310, 2010 edition **2**

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MCGRIFF INSURANCE SERVICES LLC
Agency Code: 21-250036

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Robert Read Davis of Atlanta GA, Robert M. Verdin of Metairie LA, R.E. Daniels, Shelby E. Daniels of Pensacola FL, Christopher C. Gardner of Union MS, Samuel F. Audia III, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith, Jeffrey M. Wilson of BIRMINGHAM, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 14, 2023.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

ACCOUNTING OF SALES TAX A
Form C-3A: Proposal Form

To: City of Mobile, Alabama (Awarding Authority) Date: 9/20/23

NAME OF PROJECT Mobile Civic Center - Parking Facility

Project Number: CC-085-22

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

		ESTIMATED SALES TAX AMOUNT
BASE BID:		$ 1,900,000.00
Alternate No. 1 (Precast exterior) (Insert key word for Alternate)	☒ (add) ☐ (deduct)	$ 42,000.00
Alternate No. 2 (elevators 5+6)	☒ (add) ☐ (deduct)	$ 23,000.00
Alternate No. 3 (.....)	☐ (add) ☐ (deduct)	$
Alternate No. 4 (.....)	☐ (add) ☐ (deduct)	$
Alternate No. 5 (.....)	☐ (add) ☐ (deduct)	$
Alternate No. 6 (.....)	☐ (add) ☐ (deduct)	$

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder White-Spunner Construction, LLC.

Mailing Address 2010 W. I-65 Service Rd S. Mobile, AL 36693

***By (Legal Signature)** _____

*Name (type or print) Wayne Mostellar

*Title Executive Vice President

WHITE-SPUNNER CONSTRUCTION, LLC CORPORATE SEAL 2020 ALABAMA (Seal)

Telephone Number: 251-471-5189 Email Address: wayne.mostellar@white-spunner.com

Company ID Number: 1791530

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR WEB SERVICES EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and White-Spunner Construction, LLC (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: https://e-verify.uscis.gov/emp/. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.

2. The Web Services Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.

6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.

   a. The Web Services Employer agrees that all of its representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services Employer agrees to comply with current Form I-9 procedures, with two

exceptions:

a. If an employee presents a "List B" identity document, the Web Services Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Web Services Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

11. The Web Services Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Web Services Employer agrees that, although it participates in E-Verify, the Web Services Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to a Web Services Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of

E-Verify.

13. The Web Services Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.

14. The Web Services Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

15. The Web Services Employer must use E-Verify for all new employees. The Web Services Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

17. The Web Services Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Web Services Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment

eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Web Services Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

18. The Web Services Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Web Services Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Web Services Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

19. The Web Services Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Web Services Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

21. The Web Services Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

22. The Web Services Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

23. The Web Services Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

24. The Web Services Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

25. The Web Services Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

27. The Web Services Employer agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services Employers should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

28. The Web Services Employer agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation

to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

29. The Web Services Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. See 48 C.F.R. 52.222.54 for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.

1. If the Web Services Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Web Services Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Web Services Employer, the Employer may not create a second case for the employee through E-Verify.

a. A Web Services Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Web Services Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Web Services Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services Employer must, within 90 days of enrollment, begin to use E-Verify to initiate

verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. A Web Services Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Web Services Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Web Services Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Web Services Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Web Services Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Web Services Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

i. The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Web Services Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Web Services Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Web Services Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Web Services Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Web Services Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If a Web Services Employer experiences technical problems, or has a policy question, the Web Services Employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Web Services Employer access to selected data from DHS databases to enable the Web Services Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Web Services Employer appropriate assistance with operational problems that may arise during the Web Services Employer's participation in the E-Verify program. DHS agrees to provide the Web Services Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site (www.dhs.gov/E-Verify) and on the E-Verify Web browser (https://e-verify.uscis.gov/emp/), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.

6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services

interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.

12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.

2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Web Services Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Web Services Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Web Services Employer finds a photo mismatch, the Web Services Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Web Services Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Web Services Employer agrees to check the E-Verify system regularly for case updates.

10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).

This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form

of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services Employer acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.

5. The Web Services Employer agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.

7. DHS will not reimburse any Web Services Employer or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. Tf the Web Services Employer includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services Employer agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services Employer's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services Employer's application.

12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services Employers must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU

against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.

5. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.

6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.

2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further

requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPMENT RESTRICTIONS

1. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

2. Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services Employer or Web Services E-Verify Employer Agent.

F. PENALTIES

1. The Web Services Employer agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services Employer, its clients, or any other party as a result of account suspension or termination.

ARTICLE VI
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services Employer understands that if it is a Federal contractor, termination of this MOU by any party

for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Web Services Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Web Services Employer's business.

3. A Web Services Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

ARTICLE VII
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services Employer, its agents, officers, or employees.

C. The Web Services Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services Employer.

E. The Web Services Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer White-Spunner Construction, LLC	
Name (Please Type or Print) Adrienne A Waldrop	Title
Signature Electronically Signed	Date 02/08/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/08/2022

Company ID Number: 1791530

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	White-Spunner Construction, LLC
Company Facility Address	2010 W I65 Service Road S Mobile, AL 36693
Company Alternate Address	PO Box 7986 Mobile, AL 36670
County or Parish	MOBILE
Employer Identification Number	853838715
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	2 site(s)

Company ID Number: 1791530

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

AL	1
FL	1

Company ID Number: 1791530

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

Name	Savannah Glass
Phone Number	25130038723872
Fax	
Email	savannah.glass@white-spunner.com

Company ID Number: 1791530

This list represents the first 20 Program Administrators listed for this company.

Jordan Pile Driving Inc.

CONCRETE PILING FOUNDATION PROPOSAL FORM

Provide Concrete piling foundation on the lump sum and unit price basis indicated. Include the total of items A through D in the base bid. Quantities indicated are estimated and actual quantities may vary due to variable site conditions. Payment for piling, will be on the actual verified quantities purchased and installed times the unit price bid for either additions to or deductions from the estimated quantities indicated. The final contract amount will be adjusted per change order for the actual quantities installed at the completion of the Work.

A. Overhead (including move-in, move-out, layout, ~~removal of spoils~~, supervision) $ 71,500.00 Lump Sum

B. Length of piling purchased and delivered

18" – 22,000 LF (est.) @ $ 90.50 /LF = $ 1,991,000.00
add or deduct

C. Length of piling driven (includes labor, materials, tools, equipment and incidentals for driving, ~~cutting off~~, pre drilling ~~and disposing of cutoffs~~.)

18" – 22,000 LF (est.) @ $ 20.00 /LF = $ 440,000.00
add or deduct

D. Static Load Tests (includes labor, materials, tools, equipment and incidentals for driving, ~~cutting off, and pile testing).~~ $ 96,000.00 Lump Sum/Test

E. Dynamic Load Tests (includes labor, materials, tools, equipment and incidentals for driving, ~~cutting off, and pile testing)~~ $ 6,600.00 Lump Sum/Test

F. Restrike Test of Production Piles (includes labor, materials, tools, equipment and incidentals for driving, ~~cutting off, and pile testing).~~ $ 2,750.00 Lump Sum/Test

TOTAL CONCRETE PILING FOUNDATION ALLOWANCE: $ 2,607,850.00
Include in Base Bid

Charles J. Ernest III
Project Manager

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 55715

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

WHITE-SPUNNER CONSTRUCTION LLC

MOBILE, AL 36693

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

ADM: NEW ADMINISTRATIVE, BC: BUILDING CONSTRUCTION, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **July 31, 2024** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

196525

18th day of **July, 2023**

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

Alabama Secretary of State

White-Spunner Construction, LLC	
Entity ID Number	000 - 821 - 475
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	11/10/2020
Registered Agent Name	WHITE-SPUNNER, JOHN
Registered Office Street Address	2010 WEST I-65 SERVICE ROAD S MOBILE, AL 36693
Registered Office Mailing Address	2010 WEST I-65 SERVICE ROAD S MOBILE, AL 36693
Nature of Business	
Organizers	
Organizer Name	WHITE-SPUNNER, JOHN
Organizer Street Address	2010 WEST I-65 SERVICE ROAD S MOBILE, AL 36693
Organizer Mailing Address	2010 WEST I-65 SERVICE ROAD S MOBILE, AL 36693
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
Transactions	
Transaction Date	11/17/2020
Miscellaneous Filing Entry	New Entity Effective 11-10-2020 14:40
Transaction Date	12/29/2020
Legal Name Changed From	WSC, LLC

White-Spunner Construction, LLC	
Transaction Date	12/29/2020
Legal Name Merged	White-Spunner Construction, Inc.
Transaction Date	12/29/2020
Miscellaneous Filing Entry	Merger Effective 01-01-2021 @ 12:01 a.m. (Central Time) w/name change
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	11/17/2020 Certificate of Formation 2 pgs.
Document Date / Type / Pages	12/29/2020 Merger 4 pgs.

Browse Results New Search

BID TABULATION

DISTRICT NUMBER 2

PROJECT NUMBER CC-085-22

PROJECT NAME: Mobile Civic Center Parking Facility

BID OPENING DATE: 20 September 2023, BID OPENING TIME: 3 PM

LOCATION: Room 16, Mobile Civic Center, 401 Civic Center Drive, 36602

NUMBER OF ADDENDA: 5

Bidders	Envelope Sealed	Signed Bid Form	City of Mobile Subcontracting and Major Supplier Plan	Bid Guarantee/Security	Sales Tax Form C-3A	E-Verify	Addenda Acknowledged	Base Bid	Contingency Allowance	Base Bid plus Contingency	Additive Alternate 1	Base Bid + Contingency + Alternate 1	Additive Alternate 2	Base Bid + Contingency + Alternate 1 + Alternate 2	Remark(s)
White-Spunner Construction, LLC	Y	Y	Y	Y	Y	Y	5	$36,550,000.00	$300,000.00	$36,850,000.00	$850,000.00	$37,700,000.00	$460,000.00	$38,160,000.00	Base bid includes $450,000.00 deduct hand written on sealed bid envelope. APPARENT LOW BIDDER
B.L. Harbert International, LLC	Y	Y	Y	Y	Y	N	5	$37,376,000.00	$300,000.00	$37,676,000.00	$1,100,000.00	$38,776,000.00	$415,000.00	$39,191,000.00	
Roy Anderson Corp	Y	Y	Y	Y	Y	N	5	$37,495,000.00	$300,000.00	$37,795,000.00	$896,000.00	$38,691,000.00	$428,000.00	$39,119,000.00	
Rob'T J. Baggett, Inc.	Y	Y	Y	Y	Y	Y	5	$38,383,504.00	$300,000.00	$38,683,504.00	$1,155,780.00	$39,839,284.00	$400,000.00	$40,239,284.00	
JT Harrison Construction Co., Inc.	Y	Y	Y	Y	Y	Y	5	$39,990,000.00	$300,000.00	$40,290,000.00	$873,000.00	$41,163,000.00	$439,000.00	$41,602,000.00	Base bid includes $710,000.00 deduct hand written on sealed bid envelope
BRIM Construction															DID NOT SUBMIT BID
Ben M Radcliff Contractor Inc.															DID NOT SUBMIT BID

I certify that the above is a true and corect tabulation for the project specified above.

Sam Matheny 9-21-2023

Sam Matheny, Program Manager

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Submitted by:

Nick Amberger, Engineering Dept. and Carleen Stout-Clark, Real Estate Dept.

Sponsored by:

Mayor Stimpson and Councilmember Penn

Purpose and Scope of Project:

Accept five temporary construction easements and one permanent sidewalk easement as needed for the Project number 2022-3005-06 Hwy 45 aka St Stephens Road Sidewalk/Drainage, owner donation, no City funds required.

Amount of Contract:

N/A

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	10/23/2023
Temporary Construction Easement-Tract 4	Exhibit	10/23/2023
Permanent SW easement & Temporary Construction Easement - Tract 6	Exhibit	10/23/2023
Temporary Construction Easements x 2-Tracts 8 & 10	Exhibit	10/23/2023
Temporary Construction Easement-Tract 11	Exhibit	10/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	10/24/2023 - 4:19 PM
Legal	Kern, Chris	Approved	10/25/2023 - 1:15 PM
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:40 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City hereby accepts five Temporary Construction Easements and one Permanent Sidewalk Easement as needed for the Highway 45 from Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06, from:

1. Amity Missionary Baptist Church, Tract 4 – 1 TCE, located at 2451 Saint Stephens Rd.
2. Stephanie Daffin Bell, Tract 6 – 1 PSWE & 1 TCE, located at 2662 Saint Stephens Rd.
3. JRN, Inc, Tracts 8 & 10 – 2 TCEs, property located at 2351 & 2359 Saint Stephens Rd.
4. Zsadez Buchanon, Tract 11 – 1 TCE, property located at 2365 Saint Stephens Rd.

SAID documents being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

_____

City Clerk

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This indenture made this 6th day of October 2023 between Amity Missionary Baptist Church, the Grantor, and the City of Mobile, a Municipal corporation, organized and existing under the laws of the State of Alabama, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of ONE DOLLAR $(1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to its property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the removal of the existing sidewalk located on the Grantor's land for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property. And for and in consideration of the above, the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance or repair of said easement.

IN WITNESS WHEROF, the undersigned has set my hand and seal, this the 9th day of October, 2023.

Amity Missionary Baptist Church, Inc.

By: Pastor Jeffery L. Mackie
It's Pastor Jeffery L. Mackie

ATTEST:

By: Walter C. Hollinger Sr
Walter C. Hollinger, Sr.

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jeffery Mackie and Walter C. Hollinger, whose names as Pastor and Chairman of the Trustee Board, respectively, of Amity Missionary Baptist Church, Inc., signed the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this the 9th day of October 2023.

Jacquelyn R Benedict
Notary Public, State of Alabama

My Commission Expires: JACQUELYN R. BENEDICT My Commission Expires September 22, 2024

This instrument prepared by:
Real Estate Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

Grantee:
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

Grantor:
Amity Missionary Baptist Church
2451 St. Stephens Rd.
Mobile, AL

EXHIBIT "A"

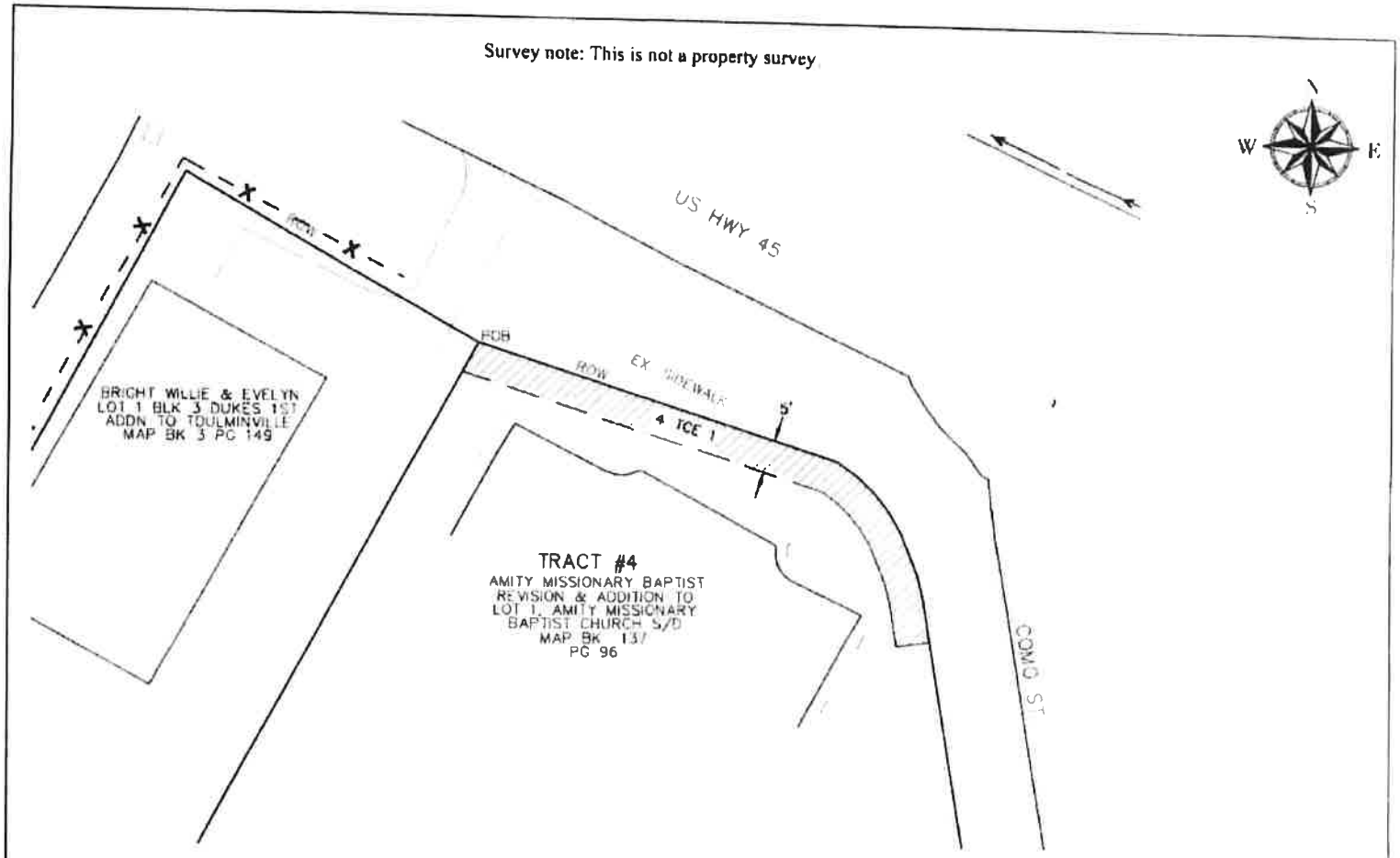
TAX PARCEL # 022902440015439.000

TRACT 4

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Beginning at a point on the North West corner of lot 1 of Amity Missionary Baptist Church Subdivision and the South right of way of U.S. HWY 45 according to map book 137 page 96, thence run in a South Easterly direction along the South right of way of U.S. HWY 45 and the West right of way of Como Street to a point, thence run Westerly a distance of 5 feet more or less to a point, thence run North Westerly parallel to the South right of way of U.S. HWY 45 to a point on the West property line of lot 1 of Amity Missionary Baptist Church Subdivision, thence North Easterly along the property line 5 feet more or less to a point on the South right of way of U.S. HWY 45 and the POINT OF BEGINNING.

Survey note: This is not a property survey



LEGEND	
TEMPORARY CONSTRUCTION EASEMENT	TCE
PERMANENT EASEMENT	PE
APPROXIMATE PROPERTY LINE	PL
POINT OF BEGINNING	POB
POINT OF COMENCEMENT	POC

0 20 40 Feet

HORIZONTAL SCALE: 1" = 200'

CITY OF MOBILE
ENGINEERING DEPT
205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398

PROJECT:

U.S. HWY 45 STREETSCAPES
TEMPORARY CONSTRUCTION EASEMENT
C.O.M. #2022-3005-06

DATE: AUGUST 28, 2023 | SHEET 1 OF 2

EXHIBIT "B"

PERMANENT SIDEWALK EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Stephanie Daffin Bell**, a married / single woman, the Grantor, of the County and State aforesaid, in and for the consideration of $10.00 (TEN DOLLARS AND NO CENTS), in hand paid by the CITY OF MOBILE, a Municipal Corporation, the Grantee, the receipt whereof being hereby acknowledged, and for the further benefit which will accrue to the neighborhood, to the public generally, and to her property, the undersigned Grantor does hereby grant, for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06, unto the said CITY OF MOBILE, its successors and assigns, the easement hereinafter described, over and across the lands of the undersigned for a public sidewalk.

The easement hereby granted, which is located in Mobile County, Alabama, is described as follows, to wit:

"Exhibit A" attached hereto

As Shown on "Exhibit B" attached hereto

The above-described property is not the Homestead of the Grantor

TO HAVE AND TO HOLD, the same unto the CITY OF MOBILE, a municipal corporation, its successors and assigns, forever, for a public sidewalk. And for and in consideration of the above, the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance or repair of said easement.

In and for the same consideration hereinabove recited, Grantor does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the sidewalk on adjacent land, a

temporary construction easement, said easement being on and across the following described lands:

"Exhibit A" attached hereto

As Shown on "Exhibit B" attached hereto

TO HAVE AND TO HOLD the said temporary construction easements unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above described property.

IN WITNESS WHEROF, the undersigned has set her hands and seals, this the 16 day of October, 2023.

GRANTOR:

By: _____
Stephanie Daffin Bell

STATE OF ALABAMA)

COUNTY OF MOBILE)

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

Given under my hand and seal this the 16th day of October, 2023.

_____
Notary Public, State of Alabama

My Commission Expires

STATE OF ALABAMA NOTARY PUBLIC
JACQUELYN R. BENEDICT
My Commission Expires
September 22, 2024

This instrument prepared by:
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, Al 36633

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

Grantor:
Stephanie Daffin Bell
2120 Patrick Rd.
Mt. Vernon, AL 36560

"Exhibit A"

TAX PARCEL # 022902440014106.000

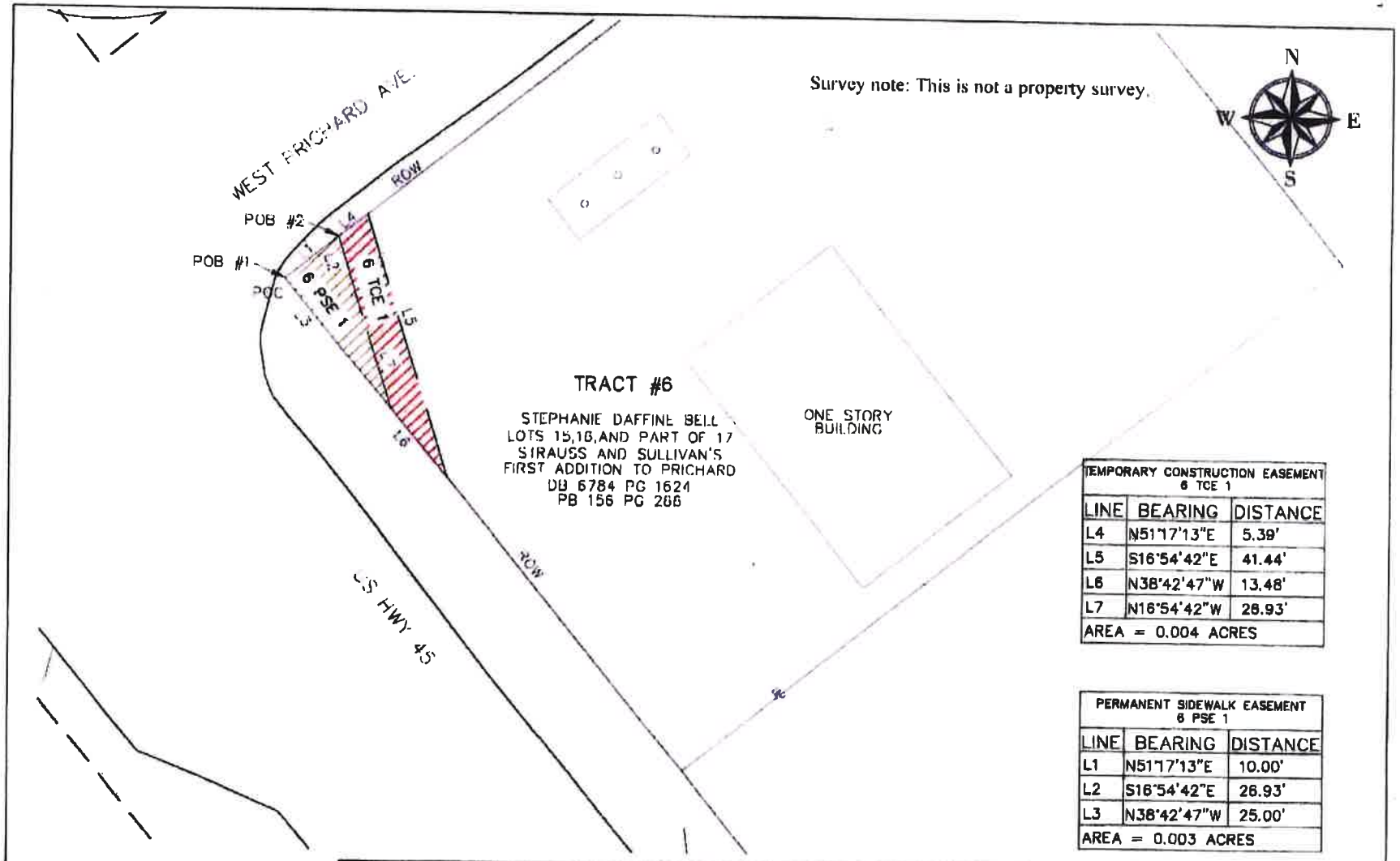
TRACT 6

PERMENANT SIDEWALK EASEMENT DESCRIBED AS FOLLOWS:

Beginning at a point on the north west corner of lot 15, POB #1, of Strauss and Sullivan's First Addition according to deed book 156 page 266-267, thence continue along the South right-of-way line of West Prichard Ave. N51°17'13"E a distance of 10.00 feet more or less to a point, thence S16°54'42"E a distance of 26.93 feet more or less to a point on the North right of way line of U.S. HWY 45, thence continue along said North right-of-way line of U.S. HWY 45 N38°42'47"W a distance of 25.00 feet more or less to a point on the south right-of-way line of West Prichard Ave. and the POINT OF BEGINNING #1.

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Commencing at a point on the north west corner of lot 15, Strauss and Sullivan's First Addition according to deed book 156 page 266-267, thence run N51°17'13"E along the south row of West Prichard Ave. a distance of 10.00' more or less to the POINT OF BEGINNING #2, thence run N51°17'13"W along the south row of West Prichard Ave. a distance of 5.39 more or less to a point, thence run S16°54'42"E at a distance of 41.44' more or less to a point on the North row of U.S. HWY 45, thence run N38°42'47"W along the North row of U.S. HWY 45 for a distance of 13.48' more or less to a point, thence run N16°54'42W at a distance of 26.93' to the POINT OF BEGINNING #2.



TEMPORARY CONSTRUCTION EASEMENT 6 TCE 1		
LINE	BEARING	DISTANCE
L4	N51°17'13"E	5.39'
L5	S16°54'42"E	41.44'
L6	N38°42'47"W	13.48'
L7	N16°54'42"W	28.93'
AREA = 0.004 ACRES		

PERMANENT SIDEWALK EASEMENT 6 PSE 1		
LINE	BEARING	DISTANCE
L1	N51°17'13"E	10.00'
L2	S16°54'42"E	28.93'
L3	N38°42'47"W	25.00'
AREA = 0.003 ACRES		

LEGEND	
TEMPORARY CONSTRUCTION EASEMENT	TCE
PERMANENT EASEMENT	PE
APPROXIMATE PROPERTY LINE	PL
POINT OF BEGINNING	POB
POINT OF COMENCEMENT	POC

0 20 40 Feet

HORIZONTAL SCALE: 1" = 200'

CITY OF MOBILE
ENGINEERING DEPT
205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398

PROJECT:

U.S. HWY 45 STREETSCAPES
PERMANENT DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT
C.O.M. #2022-3005-06

DATE: AUGUST 22, 2022 | SHEET 1 OF 2

"Exhibit B"

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

This indenture made this 12 day of OCT 2023 between JRN, INC., a Tennessee corporation, the Grantor, and the City of Mobile, a Municipal corporation, organized and existing under the laws of the State of Alabama, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of ONE DOLLAR $(1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to its property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the removal of the existing sidewalk located on the Grantor's land for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN EXHIBIT "B" & EXHIBIT "C"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property. . In and for the same above the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance, or repair of said easement.

IN WITNESS WHEROF, the undersigned has set my hand and seal, this the 12 day of OCT 2023.

JRN, INC.

By: _____

Its: COO & EVP

ATTEST:

By: Richard W Moore

Its: Secretary

STATE OF TENNESSEE)

COUNTY OF Maury)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brett A Neal and Richard W Moore, whose names as Executive Vice Predisent and Secretary, respectively, of JRN, INC. a Tennessee corporation signed the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this the 12th day of October 2023.

TRACY A JONES
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY

Tracy A Jones

Notary Public, State of Tennessee

My Commission Expires: February 28, 2026

This instrument prepared by:
Real Estate Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

Grantee:
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

Grantor:
JRN, INC.
209 W 7th St.
Columbia, TN 38401-3233

EXHIBIT "A"

TAX PARCEL # 022902440023119.000

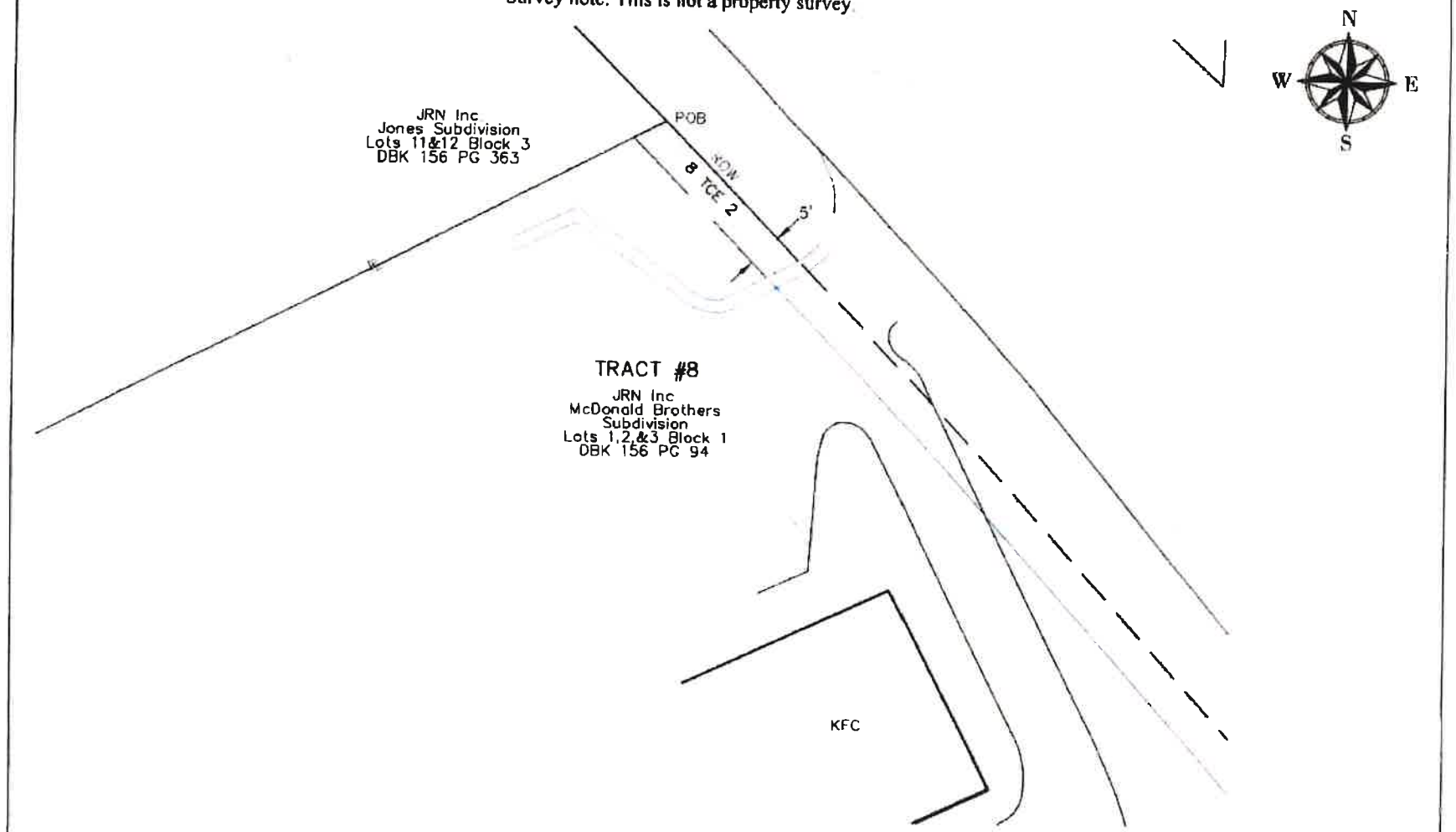
TRACT 8
8TCE1 TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:
Beginning at a point on the North West corner of lots 1,2,&3 Block 1 of McDonald Brothers Subdivision and the South right of way of U.S. HWY 45 according to deed book 156 page 94 and being the POINT OF BEGINNING, thence run in a South Easterly direction along the South right of way of U.S. HWY 45 to a point, thence run South Westerly a distance of 5 feet more or less to a point, thence run North Westerly parallel to the South right of way of U.S. HWY 45 to a point on the West property line of lots 1,2,&3 Block 1 of McDonald Brothers Subdivision, thence run North Easterly along the property line 5 feet more or less to a point on the South right of way of U.S. HWY 45 and the POINT OF BEGINNING.

ALSO

TAX PARCEL # 022902440023118.000

TRACT 10
10TCE1 TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:
Beginning at a point on the North West corner of lots 11 & 12 Block 3 of Jones Subdivision and the South right of way of U.S. HWY 45 according to deed book 156 page 363 and being the POINT OF BEGINNING, thence run in a South Easterly direction along the South right of way of U.S. HWY 45 to a point on the East property line of lots 11&12 Jones Subdivision & the West property line of lots 1,2,&3 Block 1 of McDonald Brothers Subdivision, thence run South Westerly along the property line a distance of 5 feet more or less to a point, thence run North Westerly parallel to the South right of way of U.S. HWY 45 to a point on the West property line of lots 11&12 and the East property line of lot 13 of Jones Subdivision, thence run North Easterly along the property line 5 feet more or less to a point on the South right of way of U.S. HWY 45 and the POINT OF BEGINNING.

Survey note: This is not a property survey



LEGEND	
TEMPORARY CONSTRUCTION EASEMENT	TCE
PERMANENT EASEMENT	PE
APPROXIMATE PROPERTY LINE	℄
POINT OF BEGINNING	POB
POINT OF COMENCEMENT	POC

0 20 40 Feet

HORIZONTAL SCALE: 1" = 200'

CITY OF MOBILE
ENGINEERING DEPT

205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398

PROJECT:

U.S. HWY 45 STREETSCAPES TEMPORARY CONSTRUCTION EASEMENT

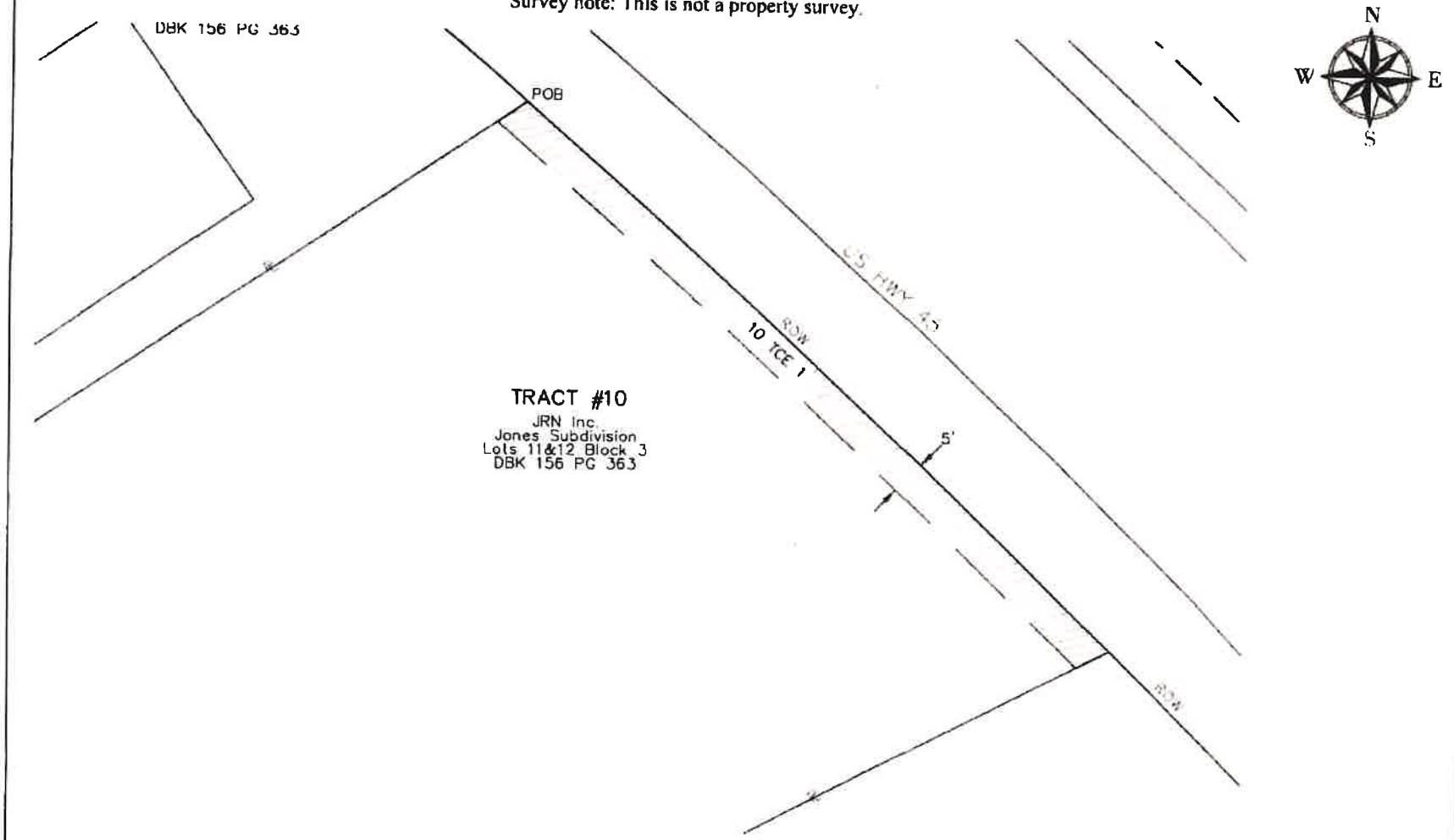
C.O.M. #2022-3005-06

DATE: AUGUST 28, 2023

SHEET 1 OF 2

EXHIBIT "B"

Survey note: This is not a property survey.



LEGEND	
TEMPORARY CONSTRUCTION EASEMENT	TCE
PERMANENT EASEMENT	PE
APPROXIMATE PROPERTY LINE	PL
POINT OF BEGINNING	POB
POINT OF COMENCEMENT	POC

0 20 40 Feet

HORIZONTAL SCALE: 1" = 200'

CITY OF MOBILE
ENGINEERING DEPT

205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398

PROJECT:

U.S. HWY 45 STREETSCAPES TEMPORARY CONSTRUCTION EASEMENT

C.O.M. #2022-3005-06

DATE: AUGUST 28, 2023 | SHEET 1 OF 2

EXHIBIT "C"

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This indenture made this 6th day of October, 2023 between Zsadez Buchanon, the Grantor, and the City of Mobile, a Municipal corporation, organized and existing under the laws of the State of Alabama, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of ONE DOLLAR $(1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to his property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property. In and for the same above the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance, or repair of said easement.

IN WITNESS WHEROF, the undersigned has set my hand and seal, this the 6th day October 2023.

Owner:

Zsadez Buchanon

STATE OF ALABAMA)

COUNTY OF MOBILE)

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

Given under my hand and official seal this the 6th day of October, 2021.

Notary Public, State of Alabama

My Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC JACQUELYN R. BENEDICT My Commission Expires September 22, 2024

Grantor:
Zsadez Buchanon
2365 St. Stephens Rd.
Mobile, AL 36617

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

This instrument prepared by
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 366

EXHIBIT "A"

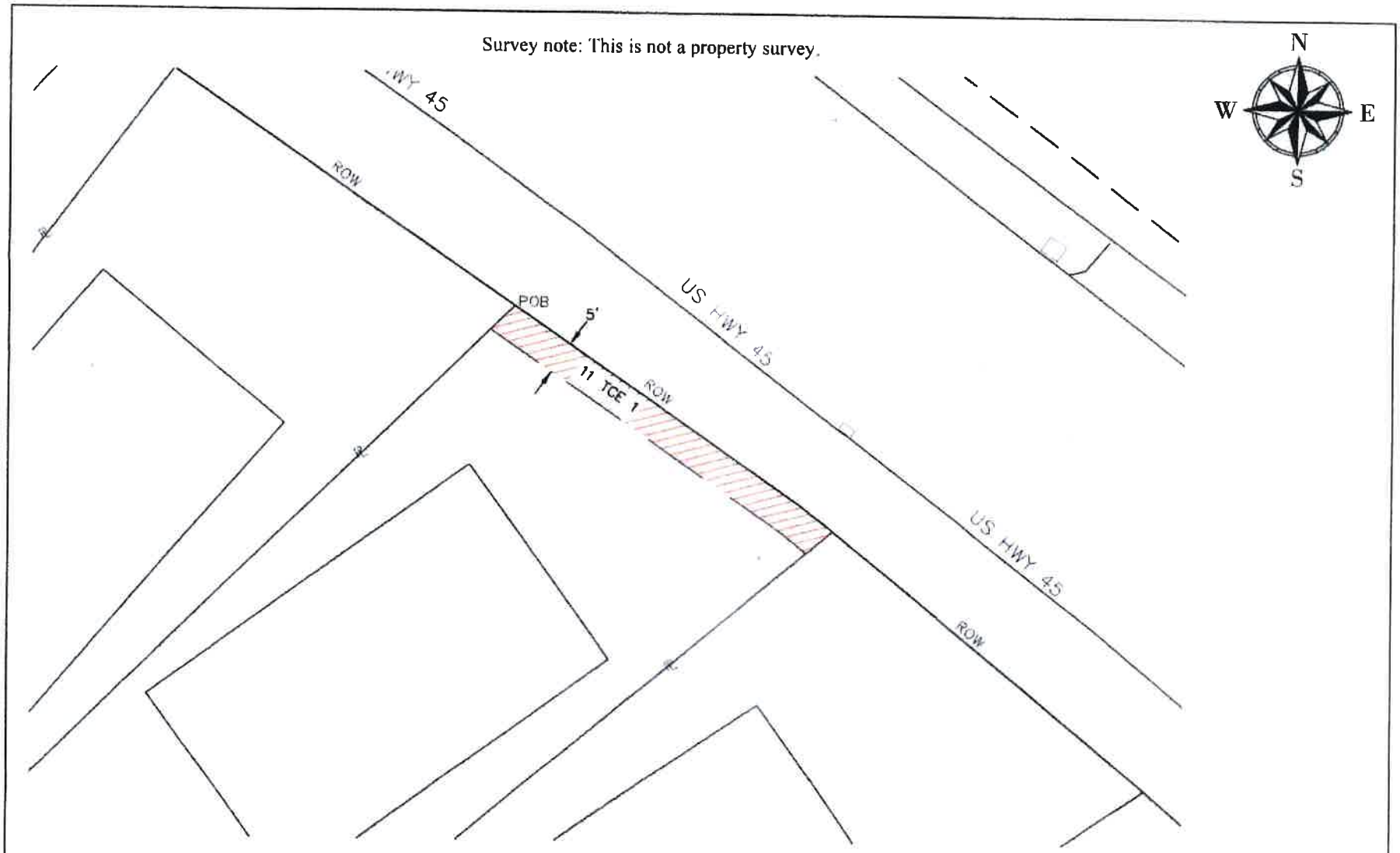
TAX PARCEL # 022902440023116.000

TRACT 11

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Beginning at a point on the North West corner of lot 14 Block 3 of Jones Subdivision and the South right of way of U.S. HWY 45 according to deed book 156 page 363 and being the POINT OF BEGINNING, thence run in a South Easterly direction along the South right of way of U.S. HWY 45 to a point on the property line of lot 14 & lot 13 of Jones Subdivision, thence run South Westerly along the property line a distance of 5 feet more or less to a point, thence run North Westerly parallel to the South right of way of U.S. HWY 45 to a point on the West property line of lot 14 and the East property line of lot 15 of Jones Subdivision, thence run North Easterly along the property line 5 feet more or less to a point on the South right of way of U.S. HWY 45 and the POINT OF BEGINNING.

Survey note: This is not a property survey.



LEGEND	
TEMPORARY CONSTRUCTION EASEMENT	TCE
PERMANENT EASEMENT	PE
APPROXIMATE PROPERTY LINE	PL
POINT OF BEGINNING	POB
POINT OF COMENCEMENT	POC

0 20 40 Feet

HORIZONTAL SCALE: 1" = 200'

CITY OF MOBILE
ENGINEERING DEPT
205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398

PROJECT:

U.S. HWY 45 STREETSCAPES TEMPORARY CONSTRUCTION EASEMENT

C.O.M. #2022-3005-06

DATE: AUGUST 28, 2023

SHEET 1 OF 2

"EXHIBIT B"

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Submitted by:

Nick Amberger, Engineering
Carleen Stout-Clark, RE Department

Sponsored by:

Mayor William S. Stimpson,
Councilmember Joel Daves

Purpose and Scope of Project:

Grant Permanent Sanitary Sewer Easement and Temporary Construction Easement, to the Board of Water and Sewer Commissioners, as needed for the Eslava Creek Trunk Sewer Upgrades Project No. CM0B8190299

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	Exhibit	10/23/2023
PSSE & TCE - Eslava Creek	Exhibit	10/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	10/24/2023 - 4:20 PM
Legal	Kern, Chris	Approved	10/25/2023 - 1:10 PM

Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:46 PM

R E S O L U T I O N

Sponsored by Mayor William S. Stimpson, Council Member Joel Daves.

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, a Permanent Sanitary Sewer Easement and Temporary Construction Easement as needed for the Eslava Creek Trunk Sewer Upgrades Project No. CMOB8190299 as prepared by GMC, to the **BOARD OF WATER AND SEWER COMMISSIONERS of the City of Mobile**, a Copy of which is attached hereto and made a part hereof as though fully set forth herein.

Adopted:

_____

City Clerk

PERMANENT SANITARY SEWER EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the **CITY OF MOBILE, ALABAMA,** a municipal corporation, (hereinafter referred to as "Grantor") for and in consideration of the amount of Ten and No/100 ($10.00) Dollars, cash in hand paid to the undersigned by the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,** a public corporation of Alabama, (herein referred to as "Grantee") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of Grantor's power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM** and **CONVEY** unto the **BOARD OF WATER AND SEWER COMMISIONERS OF THE CITY OF MOBILE,** its successors and assigns, a permanent easement for construction, operation, inspection, maintenance, replacement and removal of a sanitary sewer line under the soil on a strip of land running across a parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described and follows:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns, for so long as the Grantee, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantee does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of

Grantee, its successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the soil along said strip. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

1. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other maters recorded in the office of the Judge of Probate, Mobile County, Alabama.
2. All construction and maintenance of the sanitary sewer line or lines will be the full responsibility of the Water and Sewer Board.
3. GRANTEE covenants that the initial improvements to the Subject Property will be in substantial compliance with the GRANTOR'S storm water ordinances and with those engineering drawings prepared by Goodwyn Mills Cawood titled, Eslava Creek Trunk Sewer Upgrades GMC # CMOB8190299, dated September 8th, 2021 which such drawing is hereby incorporated by reference herein as a part hereof. The said sanitary sewer line shall be constructed only after approval by the GRANTOR'S Engineering Department via the GRANTOR'S Land Disturbance Permitting Process.
4. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the GRANTOR'S Land Disturbance Permitting Process.
5. GRANTEE, in the construction or maintenance of the Sanitary Sewer Line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the GRANTEE will be repaired or replaced to design capacity and function at GRANTEE'S sole expense.
6. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the Water and Sewer Board to a condition substantially the same as existed immediately prior to said disturbance; GRANTEE must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTORS.

7. GRANTOR reserves the right to use and enjoy its own rights in the property described herein, including but not limited to landscape, pave, build drives and parking areas provided that GRANTORS, their successors and assigns, shall not excavate, construct or permit to be constructed on or over said strip any obstruction that may interfere with the rights hereby granted.
8. The easement granted hereby may not be conveyed by the GRANTEE without the written consent of the GRANTOR, which such consent will be granted or withheld at the sole discretion of the GRANTOR.
9. Except as otherwise provided herein, GRANTEE does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
10. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by both parties hereto.

In and for the same consideration hereinabove recited, Grantor does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the sanitary sewer line on adjacent land, a temporary construction easement, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above described property. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the same ten terms and conditions hereinabove recited.

IN WITNESS WHEREOF, this instrument is executed this the _____day of _____. 2023.

GRANTOR:
CITY OF MOBILE, a Municipal Corporation

By:_____
Mayor, William S. Stimpson,

ATTEST:

_____
City Clerk, Lisa C. Lambert

GRANTEE

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,
a Public Corporation

By: Daryl B. Russell
Daryl B. Russell
Its: Director of Planning & Market Development

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl B. Russell as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 21 day of June 2023.

Notary Public, State of Alabama

My Commission Expires: July 9, 2025

ANITA L DIONNE
My Commission Expires
July 9, 2025

Grantee
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

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

This instrument prepared by
City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

"EXHIBIT A"

KEY # 865807 & 869974
CITY OF MOBILE

PERMANENT SEWER EASEMENT

COMMENCING AT AN 1 INCH PINCHED PIPE BEING THE SOUTHEAST CORNER OF BLOCK 1, GOVERNMENT STREET HEIGHTS SUBDIVISION, AS PER PLAT RECORDED IN DEED BOOK 125, PAGE 219, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; SAID POINT ALSO LYING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF CREEK STREET AND THE WEST RIGHT OF WAY LINE OF PINEHILL DRIVE; THENCE RUN ALONG SAID WEST RIGHT OF WAY LINE N 00°34'20" E 447.34 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT OF WAY LINE, RUN N 39°57'50" W 51.14 FEET TO A POINT; THENCE RUN S 89°55'22" W 157.16 FEET TO A POINT; THENCE RUN N 00°11'55" W 15.00 FEET TO A POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD; THENCE RUN ALONG SAID RIGHT OF WAY LINE N 89°55'22" E 190.60 FEET TO A POINT LYING AT THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF PINEHILL DRIVE; THENCE RUN ALONG SAID WEST RIGHT OF WAY LINE S 00°34'20" W 54.24 FEET TO THE POINT OF BEGINNING.

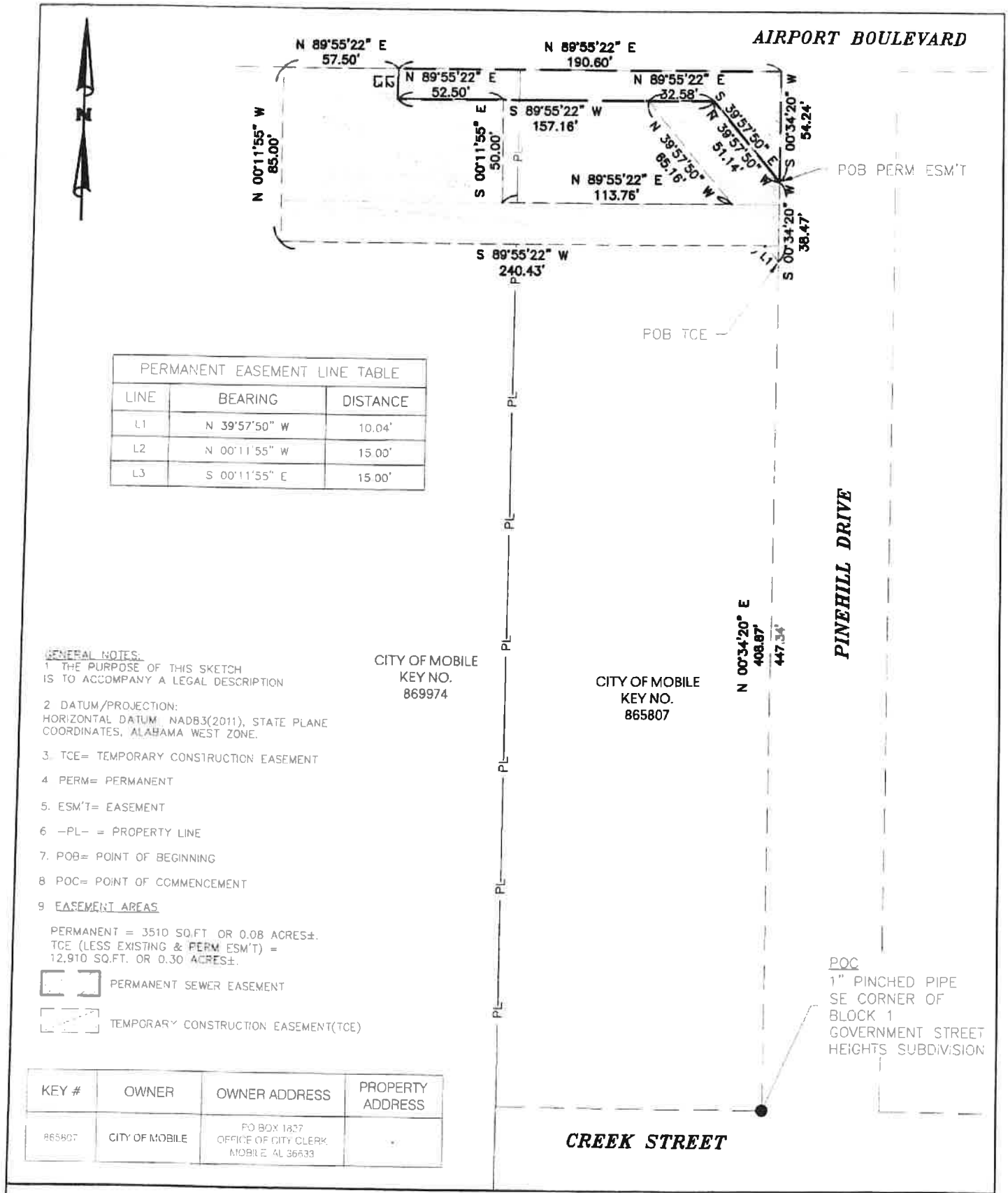
SAID EASEMENT CONTAINING 3510 SQ. FT. OR 0.08 ACRES, MORE OR LESS.

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN 1 INCH PINCHED PIPE BEING THE SOUTHEAST CORNER OF BLOCK 1, GOVERNMENT STREET HEIGHTS SUBDIVISION, AS PER PLAT RECORDED IN DEED BOOK 125, PAGE 219, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; SAID POINT ALSO LYING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF CREEK STREET AND THE WEST RIGHT OF WAY LINE OF PINEHILL DRIVE; THENCE RUN ALONG SAID WEST RIGHT OF WAY LINE N 00°34'20" E 408.87 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT OF WAY LINE, RUN N 39°57'50" W 10.04 FEET TO A POINT; THENCE RUN S 89°55'22" W 240.43 FEET TO A POINT; THENCE RUN N 00°11'55" W 85.00 FEET TO A POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD; THENCE RUN ALONG SAID RIGHT OF WAY LINE N 89°55'22" E 57.50 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY LINE, RUN S 00°11'55" E 15.00 FEET TO A POINT; THENCE RUN N 89°55'22" E 52.50 FEET TO A POINT; THENCE RUN S 00°11'55" E 50.00 FEET TO A POINT; THENCE RUN N 89°55'22" E 113.76 FEET TO A POINT; THENCE RUN N 39°57'50" W 65.16 FEET TO A POINT; THENCE RUN N 89°55'22" E 32.58 FEET TO A POINT; THENCE RUN S 39°57'50" E 51.14 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF PINEHILL DRIVE; THENCE RUN ALONG SAID RIGHT OF WAY LINE S 00°34'20" W 38.47 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 12,910 SQ. FT. OR 0.30 ACRES, MORE OR LESS.

"EXHIBIT B"



PERMANENT EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 39°57'50" W	10.04'
L2	N 00°11'55" W	15.00'
L3	S 00°11'55" E	15.00'

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION
2. DATUM/PROJECTION: HORIZONTAL DATUM NADB3(2011), STATE PLANE COORDINATES, ALABAMA WEST ZONE.
3. TCE= TEMPORARY CONSTRUCTION EASEMENT
4. PERM= PERMANENT
5. ESM'T= EASEMENT
6. –PL– = PROPERTY LINE
7. POB= POINT OF BEGINNING
8. POC= POINT OF COMMENCEMENT
9. EASEMENT AREAS

PERMANENT = 3510 SQ.FT. OR 0.08 ACRES±.
TCE (LESS EXISTING & PERM ESM'T) = 12,910 SQ.FT. OR 0.30 ACRES±.

PERMANENT SEWER EASEMENT

TEMPORARY CONSTRUCTION EASEMENT(TCE)

KEY #	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
865807	CITY OF MOBILE	PO BOX 1827 OFFICE OF CITY CLERK MOBILE AL 36633	

ESLAVA CREEK TRUNK
SEWER UPGRADES
MOBILE, AL

SCALE: NTS
EASEMENT SKETCH

EXHIBIT

01/11/2023
DRAWN BY —

11 North Water Street, Suite 15250
Mobile, AL 36602
T 251.460.4006
GMCNETWORK.COM

GMC

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Submitted by:
Chief Paul O. Prine, MPD

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
Authorize a grant application for the Hurricane Response Marine Debris Removal Fund awarded through a partnership between the National Fish and Wildlife Foundation (NFWF) and the National Oceanic and Atmospheric Administration (NOAA) in the amount of $463,441.00. There is a $105,663.36 match requirement that will be met with funds awarded from the FY21 Port Security Grant to pay overtime for the MPD Dive Team to remove the derelict vessels.

Funding Source
Project # **Discretionary Funds**
Project String **Contract Number:**
Budget Amendment **REDUCE** **INCREASE**
Grant Funds $463441.00 **Matching Funds** $105663.36

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	10/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Angle, Laura	Approved	10/24/2023 - 9:38 AM
Legal	Kern, Chris	Approved	10/25/2023 - 1:23 PM
Legal	Kern, Chris	Approved	10/25/2023 - 1:23 PM
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:42 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 accept and receive grant assistance in the amount of $463.441.00 from the Hurricane Response Marine Debris Removal Fund awarded through a partnership between National Fish and Wildlife Foundation (NFWF) and the National Oceanic and Atmospheric Administration (NOAA). There is a match requirement that will leverage funds received from the DHS FY 2021 Port Security Grant.

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 NFWF, NOAA, or DHS/FEMA. 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 $105,663.36 in DHS FY21 Port Security Grant funds that will be used to cover the cost of overtime for MPD Dive Team members to remove the derelict vessels and marine debris.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
cover letter	Cover Memo	10/31/2023
resolution	Cover Memo	10/31/2023
amendment	Cover Memo	10/31/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/31/2023 - 10:11 AM

October 25, 2023

To Whom It May Concern:

The attached Subaward Grant Agreement-Amendment No. 1 between the City of Mobile and the State of Alabama Department of Conservation and Natural Resources is for an existing grant for the Alabama Department of Conservation and Natural Resources, Grant No. RDCGR010105-01-01, Innovating St. Louis Street: Mobile's Technology Corridor. This amendment consists of adding $5,442,124.00 in additional funding and extends the Period of Performance through February 28, 2025. The original subaward agreement was for $5,885,00.00.

The Innovating St. Louis Street: Mobile's Technology Corridor project grant was awarded to the Alabama Department of Conservation and Natural Resources under the Direct Component for the planning, designing and reconstruction of the existing utilities along St. Louis Street in Mobile, AL. The project will repair and replace deteriorated infrastructure on St. Louis Street in the downtown business district of the City of Mobile. This project was awarded on February 25, 2020, and the City of Mobile is the subrecipient. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act/Direct Component/US Treasury).

We look forward to continued communication on this important project. Please call either Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

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 Subaward Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Amendment No. 1 of an existing Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Grant #RDCGR010105-01-01, Innovating St. Louis Street: Mobile's Technology Corridor, and to take all actions necessary to effectuate said Agreement, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

1. DATE ISSUED *MM/DD/YYYY* 10/6/2023	**1a. SUPERSEDES AWARD NOTICE dated** 2/25/2020 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

U.S. DEPARTMENT OF THE TREASURY
Office of Recovery Programs
Office of Gulf Coast Restoration

1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations) Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

2. CFDA NO. 21.015 - Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

3. ASSISTANCE TYPE Formula Grant

4. GRANT NO. RDCGR010105-01-01 **Formerly**	**5. TYPE OF AWARD** Other
4a. FAIN.	**5a. ACTION TYPE** Post Award Amendment
6. PROJECT PERIOD *MM/DD/YYYY* **From** 2/25/2020	*MM/DD/YYYY* **through** 2/28/2025
7. BUDGET PERIOD *MM/DD/YYYY* **From** 2/25/2020	*MM/DD/YYYY* **through** 2/28/2025

8. TITLE OF PROJECT (OR PROGRAM)
Innovating St. Louis Street: Mobile's Technology Corridor

9a. GRANTEE NAME AND ADDRESS
Alabama Department of Conservation & Natural Resources
64 N. Union Street, Room 458 Montgomery, Alabama 36130

9b. GRANTEE PROJECT DIRECTOR
Amy Hunter
64 N. Union Street, Room 458 Montgomery, Alabama 36130
251-422-2055

10a. GRANTEE AUTHORIZING OFFICIAL
Chris Blankenship
64 N. Union Street, Room 458 Montgomery, Alabama 36130
334-242-3486
Thu Oct 12 00:00:00 GMT 2023

10b. FEDERAL PROJECT OFFICER
Jeff Gilleo
1500 Pennsylvania Ave. N.W. Washington, DC 20220-0001
202-961-7780

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

I		
a. Salaries and Wages	.....	$33,729.00
b. Fringe Benefits	.....	$10,390.00
c. TOTAL PERSONNEL COSTS	.....	$44,119.00
d. Equipment	.....	$0.00
e. Supplies	.....	$0.00
f. Travel	.....	$294.00
g. Construction	.....	$0.00
h. Other	.....	$12,527,124.00
i. Contractual	.....	$116,551.00
j. TOTAL DIRECT COSTS	.....	$12,688,088.00
k. INDIRECT COSTS	.....	$13,901.92
l. **TOTAL APPROVED BUDGET**	.....	**$12,701,989.92**
m. Federal Share	.....	$11,501,989.92
n. Non-Federal Share	.....	$1,200,000.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$11,501,989.92
b. Less Unobligated Balance From Prior Budget Periods	$0.00
c. Less Cumulative Prior Award(s) This Budget Period	$6,029,234.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	**$5,472,755.92**
13. Total Federal Funds Awarded to Date for Project Period	**$11,501,989.92**

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d.5	
b. 3		e.6	
c. 4		f.7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DECUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add/Deduct Option)
e. OTHER(See REMARKS)

b. Additional Costs

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INFORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - **Yes**)
See next page

AUTHORIZING OFFICIAL:
Jessica Milano, Chief Program Officer, Office of Recovery Programs, 1500 Pennsylvania Ave. N.W. Washington, DC 20220-0001
Thu Oct 12 00:00:00 GMT 2023

Thu Oct 12 00:00:00 GMT 2023

17.OBJ CLASS 410006	**18a. VENDOR CODE** 0187697	**18b. EIN** 63-6000619	**19a. UEI** WLNMNKHKF5T1 **19b. DUNS** 929933406	**20. CONG. DIST.** AL-002
FY-ACCOUNT NO.	**DOCUMENT NO.**	**ADMINISTRATIVE CODE**	**AMT ACTION FIN ASST**	**APPROPRIATION**
21.a. direct	**b.**	**c.** RDC	**d.** $5,472,755.92	**e.**
22.a.	**b.**	**c.**	**d.**	**e.**
23.a.	**b.**	**c.**	**d.**	**e.**

REMARKS:

This amendment is approved by Jessica Milano, Authorizing Official. Accepting this award in the RESTORE Grants Management System constitutes acceptance of this award and the Standard Terms and Condition and Programmatic Terms and Conditions and Special Award Conditions. Award funds will be available to the recipient in an ASAP.gov account. The requirements of section 70914(a) of the Build America, Buy America Act, which is included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 do not apply to this project because it meets the criteria to be covered by Treasury's Public Interest General Applicability Waiver from Application of Section 70914(a) of the Build America, Buy America Act to the RESTORE Act, Direct Component Infrastructure Projects That Were in the Funding Pipeline by May 14, 2022, ("Pipeline Waiver"), effective as of February 17, 2023.

Federal Financial Report Cycle

Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
02/25/2020	03/31/2020	Semi-Annual	04/30/2020
04/01/2020	09/30/2020	Semi-Annual	10/30/2020
10/01/2020	03/31/2021	Semi-Annual	04/30/2021
04/01/2021	09/30/2021	Semi-Annual	10/30/2021
10/01/2021	03/31/2022	Semi-Annual	04/30/2022
04/01/2022	09/30/2022	Semi-Annual	10/30/2022
10/01/2022	03/31/2023	Semi-Annual	04/30/2023
04/01/2023	09/30/2023	Semi-Annual	10/30/2023
10/01/2023	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	02/28/2025	Final	06/28/2025

USA SPENDING DESCRIPTION

The Innovating St. Louis Street: Mobile’s Technology Corridor project grant was awarded to the Alabama Department of Conservation and Natural Resources under the Direct Component for the planning, designing and reconstruction of the existing utilities along St. Louis Street in Mobile, AL. The project will repair and replace deteriorated infrastructure on St. Louis Street in the downtown business district of the City of Mobile. The subrecipient of the project is the City of Mobile. This amendment to the award is to expand the scope of work to include construction and extend the period of performance by 24 months to facilitate such construction activities.

RESTORE Act - FUNDING AUTHORIZATION

Total Amount of Federal Funds Awarded to Date. ***Line 13 of NoA/Amendment***	**Amount of Funding Restriction**	**Amount of Financial Assistance This Action** ***Line 12d of NoA/Amendment***	**Amount Authorized for ASAP Account this Action**	**Notes**
$6,029,234.00	$0.00	$6,029,234.00	$6,029,234.00	Initial Authorization with Special Award Conditions and ASAP Maximum Draw Limit of $134,567.00 per SAC 1.
$11,501,989.92	$0.00	$5,472,755.92	$5,472,755.92	Second action: Monetary Amendment to add $5,472,755.92 in federal funds, extend the award end date to 02/28/2025, and re-open the award in ASAP. Increase the MDL to $2,202,619 to allow ANDCR to drawdown funds for Architectural and Engineering Fees.

RESTORE Act - SPECIAL AWARD CONDITIONS

SAC Number: SAC1
SAC Text: An ASAP Maximum Draw Limit of $2,202,619 is in place for this award. The ASAP Maximum Draw Limit allows ADCNR to drawdown funds from this award for its Architectural and Engineering Fees. Prior to Treasury's increase of the maximum draw limit, ADCNR must request a further increase to the maximum draw limit with its written request to Treasury for permission to commence construction, per Condition 6 of Section W of RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions.

SAC Number: SAC2
SAC Text: Prior to construction, Treasury must approve the terms of the intended conveyance of the water and sewer improvements by the subrecipient, the City of Mobile, Alabama to the Mobile Area Water and Sewer Systems. Treasury may impose such conditions as it may see fit on its approval of the conveyance, which may include among other things, requiring the proposed transferee to assume the subrecipient's obligations under the terms and conditions of the award with respect to such improvements.

RESTORE Act - Scope of Work

Scope of work remains the same.

Amended Milestones:

Number	Milestone	Initial Estimated Completion Timeframe (award + # months)	Actual Date Completed (if applicable)	Status Update
1	ADCNR Grant Development; enter subaward agreement.	4	June 30, 2020	Completed
2	ADCNR approval of Sub preliminary engineering; 30% E & D Set	7	October 1, 2020	Completed
3	ADCNR approval of Sub 60% E & D Set	38	April 30, 2023	Completed
4	ADCNR approval of 90% / 100% E & D set; Construction Documents and Bid Set	43	October 31, 2023	Ongoing
5	ADCNR approval of bid package, final plans and specifications; Sub construction contract; Issue NTP	48	February 29, 2024	TBD
6	ADCNR approval of 50% construction completion	56	October 31, 2024	TBD
7	ADCNR Grant Admin; Monitoring and Compliance	60	February 28, 2025	Ongoing
8	Subrecipient final delivery of construction; sub project closeout	64	August 30, 2024	TBD
9	ADCNR Grant Closeout	70	February 28, 2025	TBD

Amended Performance Measures:

Number	Measures	Baseline	Target	Target Date	Actual Date/Status Update
1	Number of addresses with improved infrastructure	0	5	February 28, 2025	Not yet complete
2	Demolish and replace 5,000 linear feet of at-grade and subsurface sewer and water infrastructure	0	5,000 feet	February 28, 2025	Not yet begun

Amended Budget:

Cost Categories	Approved Budget	Requested Addition	Updated Budget (Amendment #1)
Salaries and Wages	29,160	4,569	33,729
Fringe Benefits	8,615	1,775	10,390
Equipment	-	-	-
Supplies	-	-	-
Travel	144	150	294
Construction	-	-	-
Other (Sub-Award)	7,085,000	5,442,124	12,527,124
Contractual	97,180	19,371	116,551
TOTAL DIRECT COSTS	**7,220,099**	**5,467,989**	**12,688,088**
Indirect Costs	*9,135*	*4,766.92*	*13,901.92*
TOTAL PROJECT BUDGET	**7,229,234**	**5,472,755.92**	**12,701,989.92**
RESTORE Share	*6,029,234*	*5,472,755.92*	*11,501,989.92*
Match Share	*1,200,000*	-	*1,200,000*

Amended Subrecipient Budget:

Cost Categories	Approved Budget	Requested Addition	Updated Budget (Amendment #1)
Administrative and Legal Expenses	-	-	-
Land, Structures, Rights-of-Way, Appraisals, etc.	-	-	-
Relocation Expenses and Payments	-	-	-
Architectural and Engineering Fees	600,000	1,602,619	2,202,619
Other Architectural and Engineering Fees	-	-	-
Project Inspection Fees	-	-	-
Site Work	-	-	-
Demolition and Removal	-	-	-
Construction	5,285,000	3,839,505	9,124,505
Equipment	-	-	-
Miscellaneous	-	-	-
SUBTOTAL	**5,885,000**	**5,442,124**	**11,327,124**
Project Income	-	-	-
SUB-AWARD DIRECT COMPONENT BUDGET	**5,885,000**	**5,442,124**	**11,327,124**
Match – Local MAWSS Funding for Task #4	*1,200,000*	-	*1,200,000*
TOTAL PROJECT BUDGET	**7,085,000**	**5,442,124**	**12,527,124**

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

December 2018

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RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

The grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury (“Treasury”);

2. The RESTORE Act Financial Assistance Standard Terms and Conditions (“Standard Terms and Conditions”);

3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions (“Program- Specific Terms and Conditions”);

4. The approved application, including all documents, certifications, and assurances that are part of the approved application;

5. The approved scope of work;

6. The approved budget; and,

7. Any special terms and conditions applied by Treasury to the award (“Special Award Conditions”).

The recipient must comply, and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award (“Award”), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury’s Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Guidance for Grants and Cooperative Agreements (2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012)), Treasury's RESTORE Act regulations (79 Fed. Reg. 48039

(Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), codified at 31 C.F.R. Part 34)), and/or 2 C.F.R.

Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions in this Section A:

1. Administrative Costs

a. Administrative costs are defined at 31 C.F.R. § 34.2.

b. Under no circumstances may the recipient use more than three percent of the Award funds received for administrative costs. Administrative costs do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414. Costs borne by subrecipients do not count toward the three percent cap.

c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

2. Oil Spill Liability Trust Fund

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. Remedies for Noncompliance

a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions in this Section B:

1. Allowable Costs

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

a. Construction, including the alteration, repair, or rehabilitation of existing structures. Facilities costs are allowable as indirect costs in a federally approved negotiated indirect cost rate.

b. Acquisition of land or interests in land.

2. Notifications

a. If the selection of a Center or Centers of Excellence occurs after the start date of this Award, the recipient must promptly inform Treasury of the following:

i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;

ii. The DUNS Number of the entity;

iii. Location of the entity;

iv. Discipline or disciplines assigned to the Center of Excellence;

v. Description of the actual public input process undertaken, including a summary of any comments received and a description of how they were addressed; and

vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.

b. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence, or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

3. Performance Reports

In addition to the reporting requirements in Section D, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council (“Council”), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the

consortium members. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

STANDARD TERMS AND CONDITIONS

AWARDS UNDER THE DIRECT COMPONENT AND THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

C FINANCIAL REQUIREMENTS

1. **Applicable Regulations**

This Award is subject to the following federal regulations and requirements. This list is not exclusive:

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements.

b. Treasury's RESTORE Act regulations, 31 C.F.R. Part 34.

c. Governmentwide Debarment and Suspension, 31 C.F.R. Part 19.

d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

e. New Restrictions on Lobbying, 31 C.F.R. Part 21.

f. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.

g. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175.

2. Scope of Work

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

3. Period of Performance; Pre-award Costs

The recipient must use funds obligated and disbursed under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs incurred prior to the effective date of this Award, which are allowable only if:

a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;

b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and

c. These costs would have been allowable if incurred after the date of the award.

4. Indirect Costs

a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, subpart E (*Cost Principles*).

b. Indirect costs charged must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the recipient's budget.

c. Unallowable direct costs are not recoverable as indirect costs.

d. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:

i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,

ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

5. Cost Sharing and Budget Limitations

a. The recipient is not required to contribute any matching funds.

b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

6. Program Income

Any program income (defined at 2 C.F.R. § 200.80) generated by the recipient or the subrecipient during the period of performance of the award or subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e. solely to accomplish the approved scope of work.

7. Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs which are authorized for a period up to 90 days following the end of the period of performance are those strictly associated with close-out activities. Close-out activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury.

Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 90-day closeout period.

8. Tax Refunds

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

9. Subawards

a. If the recipient is permitted to make subawards under this award, the recipient must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 CFR 200.332) if approved by Treasury. This agreement must incorporate all the terms and conditions of this Award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.

b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).

c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.

d. The recipient must provide training and technical assistance to the subrecipient as necessary.

e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.

f. If lower tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.

g. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards.

i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.

ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.

iii. A recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.

iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

D RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. **Financial Reports**

a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi- annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 90 days after the end of the period of performance.

b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget class category the use of all funds received by the recipient and subrecipient (if applicable).

c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.

d. The recipient must submit all financial reports via http://www.GrantSolutions.gov, unless otherwise specified by Treasury in writing.

2. Performance Reports

a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 90 days following the end of the period of performance.

b. The recipient must submit all performance reports in (a) above, via http://www.GrantSolutions.gov, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:

i. SF-PPR: In the "performance narrative" attachment (section B of the SF- PPR), the recipient must provide the following information:

a) In Section B-1:

1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);

2) Summarize any key accomplishments, including milestones completed for the reporting period;

3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and

4) If the recipient or any subrecipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

b) In Section B-2:

1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and

2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.

2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and

3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews.

4) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.

iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. Interim Reporting on Significant Developments per 2 C.F. R. § 200.328(d)

a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions become known:

i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

b. The recipient must:

i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act component, including the Comprehensive Plan Component and Spill Impact Component.

ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.

iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award, and include the name and DUNS number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. Audit Requirements

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

5. Operational Self-Assessment

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self- Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The recipient must submit the *Operational Self-Assessment* electronically to restoreact@treasury.gov, unless otherwise specified in writing by Treasury. The form may be downloaded at Direct Component OSA or Centers of Excellence OSA .

E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:

a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;

b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act.

d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015).

e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.

f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.

3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and the Treasury Inspector General, followed by submitting a proposed mitigation plan to Treasury.

4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII) consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

F RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;

c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;

d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;

e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and

f. Any reports, publications, and data sets from any research conducted under this Award.

2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.333.

4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. **Access to Records**

a. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).

If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section F above).

2. Access to the Recipient's Sites.

The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

H AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's RESTORE Act regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.

2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.

3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.

4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.

5. Requirements applicable to recipients that are states: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

6. Requirements applicable to recipients that are not states: The recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure.

Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.

7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account

where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).

8. The recipient must maintain advances of federal funds in interest bearing accounts, unless one of the following conditions applies:

a. The recipient receives less than $120,000 in federal awards per year;

b. The best reasonably available interest bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances; or

c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

9. On an annual basis, the recipient must remit interest earned on federal advance payments deposited in interest-bearing accounts to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to

$500 per year may be retained by the recipient and used for administrative costs.

I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

J NOTIFICATIONS AND PRIOR APPROVALS

1. **Notifications**

In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever any of the following is anticipated or occurs:

a. A vacancy or change to key personnel listed in the application.

b. Any termination of a subaward prior to the expiration of the agreement with the subrecipient.

c. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. Prior Approvals

a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:

i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);

ii. A need to extend the period of performance;

iii. A need for additional federal funds to complete the activity, project, or program;

iv. The transfer of funds among direct cost categories or programs, functions, and activities if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;

v. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award.;

vi. Any transfer between the non-construction and construction activities; and

vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award.

b. If requesting a no-cost extension to this Award, the request must be made no less than 30 days prior to the end of the period of performance for this Award. Any extension of the period of performance requires prior written approval from Treasury.

K PROPERTY

1. **General Requirements**

a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through § 200.316 for real property, equipment, supplies, and intangible property. The recipient must also comply with the RESTORE Act requirements concerning the acquisition of land and interests in land at 31 C.F.R. § 34.803.

b. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

2. Supplies and Equipment

a. Requirements that are applicable to recipients that are states:

i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.

ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed*SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.

b. Requirements that are applicable to recipients that are not states:

i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than $5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed*SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a

completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than $5,000 per unit or a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

L AMENDMENTS AND CLOSEOUT

1. **Amendments**

a. The terms of this Award may be amended with the written approval of the recipient and Treasury.

b. Treasury reserves the right to amend the terms of this Award if required by federal law or regulation.

c. Amendments must be requested in writing, and must include an explanation for the reason this Award should be amended.

2. Closeout

a. Treasury will close out this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.

b. Within 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable).

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c. The recipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension.

d. The recipient must promptly refund any balances of unobligated cash that Treasury paid.

e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.

f. The closeout of this Award does not affect any of the following:

i. The right of Treasury to disallow costs and recover funds on the basis of a later audit or other review;

ii. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

iii. The recipient’s obligations regarding audits, property management and disposition (if applicable), and records retention.

M REMEDIES FOR NONCOMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program- Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):

a. Impose additional Special Award Conditions such as:

i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests,

ii. Requiring additional reporting or more frequent submission of the SF- 425, SF-PPR, or RESTORE Act Status of Performance Report,

iii. Requiring additional activity, project, or program monitoring,

iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance, and/or

v. Establishing additional actions that require prior approval;

b. Temporarily withhold payments pending correction of the noncompliance;

c. Disallow from funding from this Award all or part of the cost of the activity or action not in compliance;

d. Wholly or partly suspend or terminate this Award;

e. Withhold additional Awards; and/or

f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy.

Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

2. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.

3. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.

4. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.339. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.

5. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 180.

6. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

N DEBTS

1. **Payment of Debts Owed the Federal Government**

a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.

d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.

e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under

any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

f. Any other applicable non-discrimination law(s).

2. Regulatory Provisions

a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Treasury Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities**;**

c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. Other Provisions

a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency;

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed $25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at http://www.sam.gov.

2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal

government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.

3. The recipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q DRUG FREE WORKPLACE

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

R LOBBYING RESTRICTIONS

1. **Lobbying Restrictions**

a. Solely for the purposes of Section R of these Standard Terms and Conditions, "recipient" is used as defined at 31 C.F.R. § 21.105(0). Solely for the purposes of Section R of these Standard Terms and Conditions, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.

b. All recipients must comply with the provisions of 31 U.S.C. § 1352, as amended, and with regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay 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 in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

2. Certification

a. Each person who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.

b. The certification shall be filed pursuant to 31 C.F.R. § 21.100(a) and (b).

c. Any subrecipient, at any tier, who receives a subaward exceeding $100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make,

any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

d. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding $100,000 under this award, shall file with the tier above them a certifications, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

e. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

3. Disclosure of Lobbying Activities

a. The award recipient of this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with Treasury disclosure form SF-LLL, set forth in Appendix B of 31 CF.R. Part 21, if that award recipient is paid or will pay any funds, other than Federal appropriated funds, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant.

b. Every recipient of a subaward under this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

c. Every recipient of a contract or subcontract under this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of

31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

d. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 US.C. § 1352,

e. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which “materially affect” the accuracy of information already reported include:

i. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

ii. A change in the persons(s) influencing or attempting to influence; and/or

iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,

f. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

g. The award recipient must include a statement in all subaward, contracts and subcontracts exceeding $100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,

h. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

S PROCUREMENT

1. The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

3. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub- contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.

4. Requirements applicable to recipients and subrecipients that are states: When executing procurement actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200— *Contract Provisions for Non-Federal Entity Contracts under Federal Awards,* as well as any other provisions required by law or regulations.

5. Requirements applicable to recipients and subrecipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200— *Contract Provisions for Non-Federal Entity Contracts under Federal Awards* .

6. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms, 2 C.F.R. § 200.321. Recipients and subrecipients that are not states must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business

enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

T RESEARCH INVOLVING HUMAN SUBJECTS

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.

2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

3. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in

this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:

a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;

b. Documentation to support an exemption for the project;

c. Documentation to support deferral for an exemption or IRB review; or

d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

U ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)

2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)

3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738

4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)

5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)

6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)

7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)

8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)

9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)

10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)

11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)

12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C.

§1801)

13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)

14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)

15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186

16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)

17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C.

§§ 1431—1445)

18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)

19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)

20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended

21. Flood Management, EO 11988, as amended by EO 13690, and Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608

22. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)

23. Coral Reef Protection, EO 13089

24. Invasive Species, EP 13112

V MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. Prohibition Against Assignment by the Recipient

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. Disclaimer Provisions

a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.

b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. Prohibited and Criminal Activities

a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).

b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.

c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.

d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs

e. Copeland "Anti-Kickback" Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. Political Activities

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. American-Made Equipment and Products

The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

6. Increasing Seat Belt Use in the United States

Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

7. Minority Serving Institutions (MSIs) Initiative

Pursuant to EOs 13555 and13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at http://www2.ed.gov/about/offices/list/ocr/edlite- minorityinst.html.

8. Research Misconduct

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6,

2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion.

Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment.

Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

9. Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89- 544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

10. The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, *as defined in 2 C.F.R.* §175.25(d), without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity*

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;

ii. Procure a commercial sex act during the period of time that this Award is in effect; or

iii. Use forced labor in the performance of this Award or subawards under this Award.

2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or

ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

A. Associated with performance under this Award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

b. *Provision applicable to a recipient other than a private entity* . We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or

2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph

a.1 of this Section V.10 through conduct that is either—

i. Associated with performance under this Award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

c. *Provisions applicable to any recipient*.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.

3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.

d. *Definitions*. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

B. A for-profit organization

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

11. The Federal Funding Accountability and Transparency Act of 2006, as amended, (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)

a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.

b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (*i.e.*, prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed at http:// www.USASpending.gov.

c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to $25,000. This includes any action that brings the cumulative total award to $25,000 or more. This report must be filed electronically at http://www.fsrs.gov.

d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—

i. The total federal funding authorized to date under this Award is $25,000 or more; and

ii. In the preceding fiscal year, the recipient received—

1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and

2) $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.

f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, (CCR)) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at https://www.sam.gov/portal/public/SAM/).

g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

12. Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance

a. *General Reporting Requirement*

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds

$10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the accuracy of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph b. of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. *Proceedings About Which The Recipient Must Report*

The recipient must submit the information required about each proceeding that:

i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

ii. Reached its final disposition during the most recent five year period; and

iii. Is one of the following:

1) A criminal proceeding that resulted in a conviction, as defined in paragraph e. of this award term and condition;

2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

3) An administrative proceeding, as defined in paragraph e. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of

$5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

4) Any other criminal, civil, or administrative proceeding if:

a) It could have led to an outcome described in paragraph b.iii. 1), 2), or 3) of this award term and condition;

b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this award term and condition. The recipient does not need to submit the information a second time under assistance awards that the recipient received if they already provided the information through SAM because they were required to do so under Federal procurement contracts that they were awarded.

d. *Reporting Frequency*

During any period of time when the recipient is subject to the requirement in paragraph1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that they have not reported previously or affirm that there is new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. *Definitions*

For purposes of this award term and condition:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

13. Publications and Signage

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: “This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act).” Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: “The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury.”

14. Homeland Security Presidential Directive 12

If the performance of this Award requires the recipient’s personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term “routine access” is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services’ (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, “Policy for a Common Identification Standard for Federal Employees and Contractors”, FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this Section V.14. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in the section below. The recipient must insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.

b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor

must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:

i. When no longer needed for subaward or contract performance;

ii. Upon completion of the subrecipient or contractor employee’s employment; or

iii. Upon subaward or contract completion or termination.

15. Foreign Travel

a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.

b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.

c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of

U.S. flag air carrier service will not accomplish the agency's mission.

d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website http://www.gsa.gov/portal/content/103191. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website http://www.state.gov/e/eeb/tra/.

e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from the Treasury. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

16. Export Control

a. This clause applies to the extent that this Award involves access to export- controlled items.

b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions:

i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.

ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.

d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.

e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.

f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

g. Compliance with this Section V.15 will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.

h. The recipient shall include this clause, including this paragraph (i), in all lower tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

W ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

1. **Compliance with State, Local and Federal Requirements**

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain

conditions that must be satisfied prior to advertisement of bids, start of construction, or other critical event.

2. Title

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way and easements necessary for the completion of the project.

3. Permitting Requirements

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project.

4. Federal Interest in Real Property

“Federal interest” refers to real property that is acquired or improved, in whole or in part, with RESTORE Act Direct Component funds, which must be held in trust by the Recipient for the benefit of the project for the Estimated Useful Life of the project, during which period Treasury retains an undivided equitable reversionary interest in the real property (i.e., the “federal interest”).

5. Estimated Useful Life

Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury, during which Treasury anticipates obtaining the benefits of the project pursuant to project purposes authorized by the RESTORE Act. For this award the recipient has proposed an Estimated Useful Life from the date of construction completion. Treasury’s issuance of the grant agreement represents its concurrence with the recipient’s proposed Estimated Useful Life.

The recipient’s obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest”) in the property improved, in whole or in part, with the Treasury investment.

If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury’s forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

6. Commencement of Construction

The recipient should not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and all necessary permits have been obtained, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury’s written permission. If the recipient commences construction prior to Treasury’s determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

7. Use of Real Property

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

8. Recording the Federal Interest in the Real Property

To document the federal interest, the recipient agrees to prepare and properly record a “Covenant of Purpose, Use and Ownership” (Covenant), or, where a subrecipient is the title owner, to ensure that the subrecipient prepares and properly records a “Covenant of Purpose, Use and Ownership” (Covenant) on the property acquired or improved with federal assistance funds. See 2 C.F.R. § 200.316. This Covenant does not establish a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates an interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

a. The Covenant must be satisfactory in form and substance to Treasury, must include the name and current address of the recipient and subrecipient (if applicable), the grant award number, amount and date of award and subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act; that it will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the recipient/subrecipient takes without the written permission of Treasury.

b. The recipient agrees to provide to Treasury an attorney’s title opinion as to the title owner of the property, and to properly record, in accordance with applicable law, the Covenant in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.

c. Treasury requires an opinion of counsel for the recipient to substantiate that the document has been properly recorded.

d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.

e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and

for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.

f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished and the federal government has no further interest in the real property.

Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion are those projects for which federal funds will not be used to fund the construction of built structures, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects.

9. Administration, Operation and Maintenance

The recipient agrees to administer, operate, and maintain the project for its Estimated Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

a. Strikes or work stoppage;

b. Floods, earthquakes, or other natural disasters; terrorist acts; and

c. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. Reporting Requirement

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of completion of construction or real property acquisition, and are due no later than 30 days following the end of the reporting period.

11. Insurance

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. Bonding

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. Floodplain Requirements

In accordance with 44 C.F.R. Part 9, prior to Treasury’s authorization to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury’s satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury’s authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.

b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of $10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

a. The goal for participation of women in each trade area must be as follows: From April 1, 1981, until further notice: 6.9 percent;

b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,

c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)

Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C § 1292; or for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of $2,000 awarded by the non-Federal entity must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition contracts must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to Treasury. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to Treasury.

16. Equal Opportunity Clause

Pursuant to 41 C.F.R. § 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, [t]he [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

41 C.F.R. § 60-1.4 Equal opportunity clause.

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, 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, sexual orientation, gender identity, 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 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 qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) 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.

(4) 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with

a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

17. Revised ADA Standards for Accessible Design for Construction Awards

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

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:11/8/2023

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. <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~~
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 454213 ~~454215~~ 454211 454212	~~414.V~~ ~~414.CV~~ ~~414.PV~~ ~~414.0J~~ ~~414.CJ~~	Vending – Decal ~~City account with~~ Machines in city, per machine Vending – Decal ~~City account with~~ Machines in PJ, per machine ~~PJ account with machines in city, per machine~~ Vending – Juke Boxes (City) – Decal ~~City account with~~ machines in city, per machine Vending – Juke Boxes (PJ) – Decal ~~City account with~~ machines in PJ, per machine	$10.00 $5.00 ~~$10.00~~ $25.00 $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:11/8/2023

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;

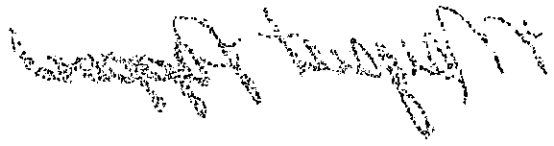
9. Compliance with all Fire Department comments noted in the staff report;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to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

---

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:

- [x] 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)

Date: 6/15/23 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

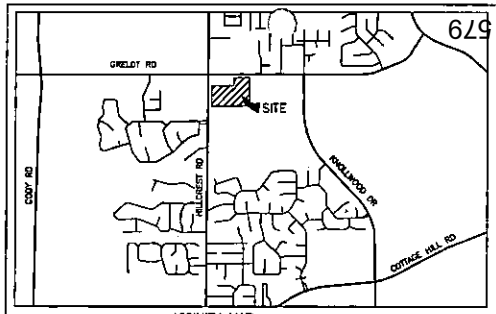
Smith, Clark & Associates is submitting, on the behalf of Christ United Methodist Church, a request to modify their existing PUD. Christ United Methodist Church intends to sell a lot, being created by a simultaneous subdivision application to a third party. The third party intends to develop the property 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,

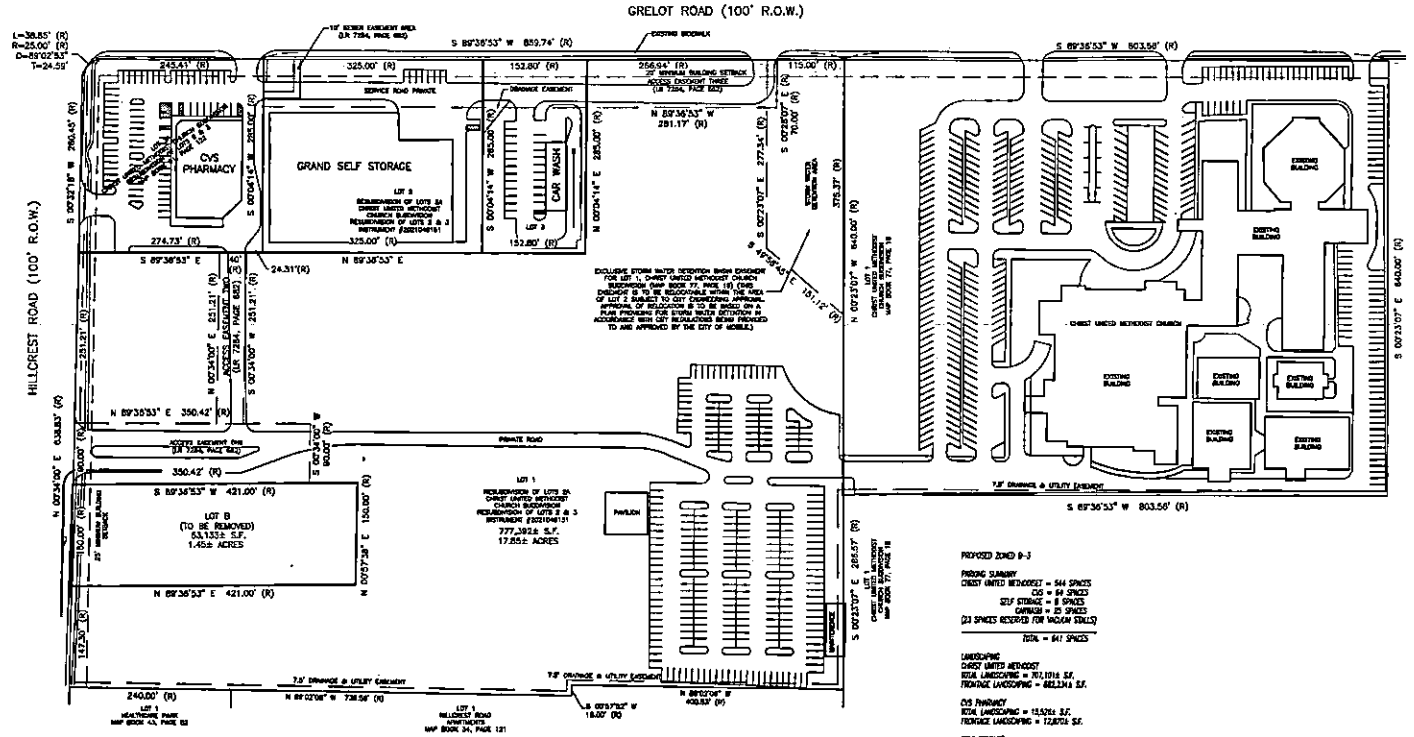
Daniel Clark
2023.07.17
12:23:03-05'00'

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



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 = 883.3± S.F.

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

SELF STORAGE
TOTAL LANDSCAPING = 22,807± S.F.
FRONTAGE LANDSCAPING = 14,484 S.F.

CARWASH
TOTAL LANDSCAPING = 16,878± S.F.
FRONTAGE LANDSCAPING = 8,879± S.F.

TOTAL PUD AREA
TOTAL LANDSCAPING = 792,340± S.F.
FRONTAGE LANDSCAPING = 896,473± S.F.

SMITH CLARK & ASSOCIATES
land surveyors
Physical Address:
11131 U.S. Hwy 31 Ste A
Spanish Fort, AL 36527
(251) 626-0404
Mailing Address:
30647 MS Lane
Suite 6, Box 228
Spanish Fort, AL 36527

DRAWN	CHECKED	APPROVED
DK	TS	DDC
DATE	SCALE	
07/17/23	1"=100'	
JOB/WORK NUMBER		SHEET
23-200		1 of 1

PUD SITE PLAN FOR
CHRIST UNITED METHODIST CHURCH
SECTION 33, T-4-S, R-2-W
MOBILE COUNTY, ALABAMA

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, IRRIGATION, 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 AT 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 OUTLINED 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. (2012 INTERNATIONAL FIRE CODE). FIRE APPARATUS ACCESS IS REQUIRED TO BE WITHIN 150 OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF NON-SPRINKLED COMMERCIAL BUILDINGS AND 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. 01097C0563 L AND 01097C0541 L, COMMUNITY NO. 015307, DATED JUNE 6, 2023 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X(UNSHADED)", ZONE X(SHADED) - AREAS DESIGNATED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
2. ACTUAL BEARINGS SHOWN ARE REFERENCED TO STATE PLANE COORDINATES (NAD83 ZONE) 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
- △ CRF — CAPPED IRON ROD FOUND
- △ CTF — CAPPED TOP PIPE FOUND
- △ CMF — CONCRETE MONUMENT FOUND
- △ OTF — OPEN TOP IRON PIPE FOUND
- △ IRF — IRON ROD FOUND
- △ PKF — NAIL 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
- — DENOTES LAND USE FENCE
- — DENOTES WIRE FENCE
- — DENOTES WOOD FENCE

MOBILE COUNTY
ALABAMA

PUD DESCRIPTION:

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

ALSO LOT 3A, AS PER PLAT RECORDED IN MAP BOOK 81, 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 #2021048151 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

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**

Context Map 2
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;

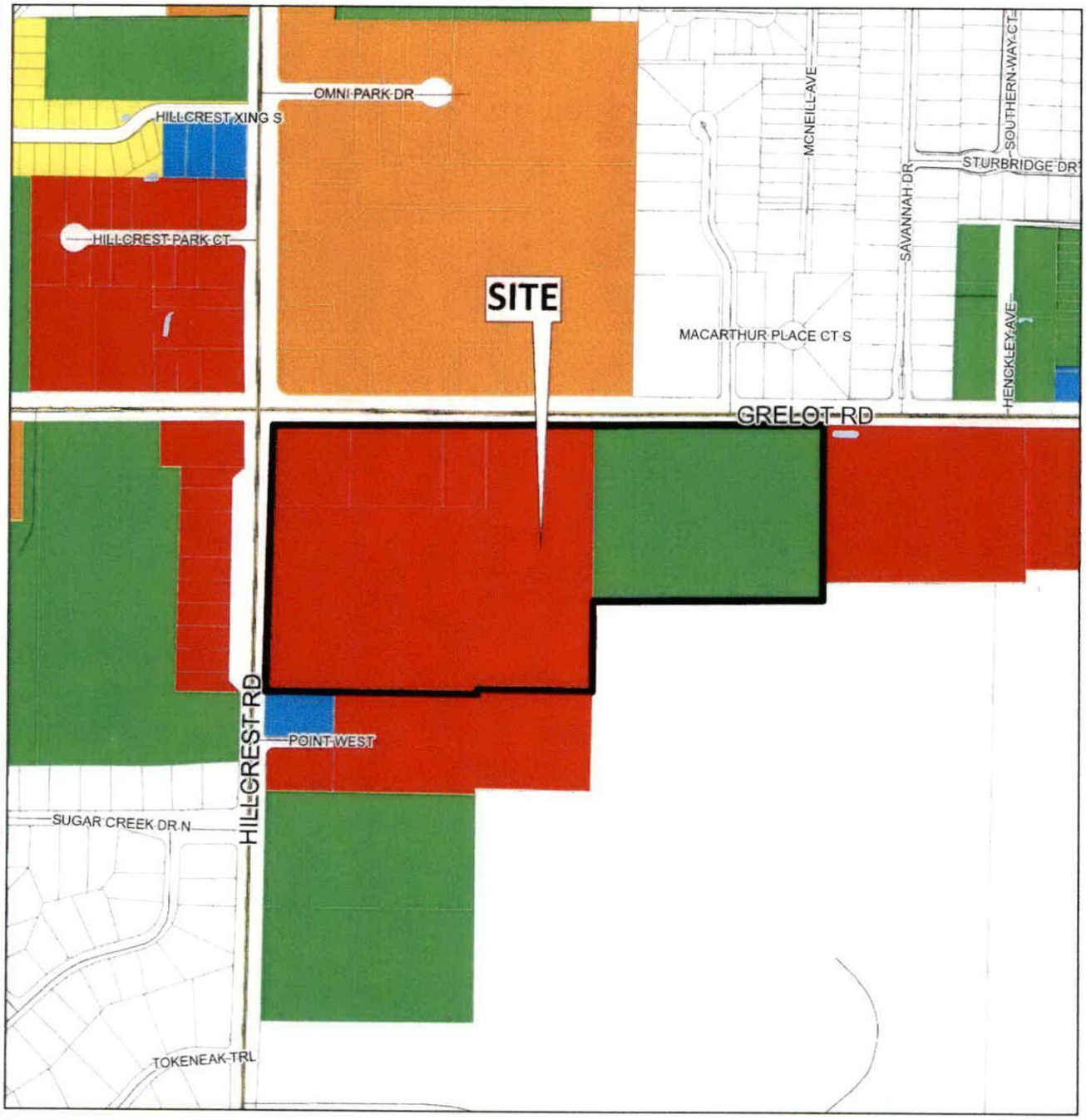
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
   a. In making this determination, the Planning Commission and City Council shall consider the location, type 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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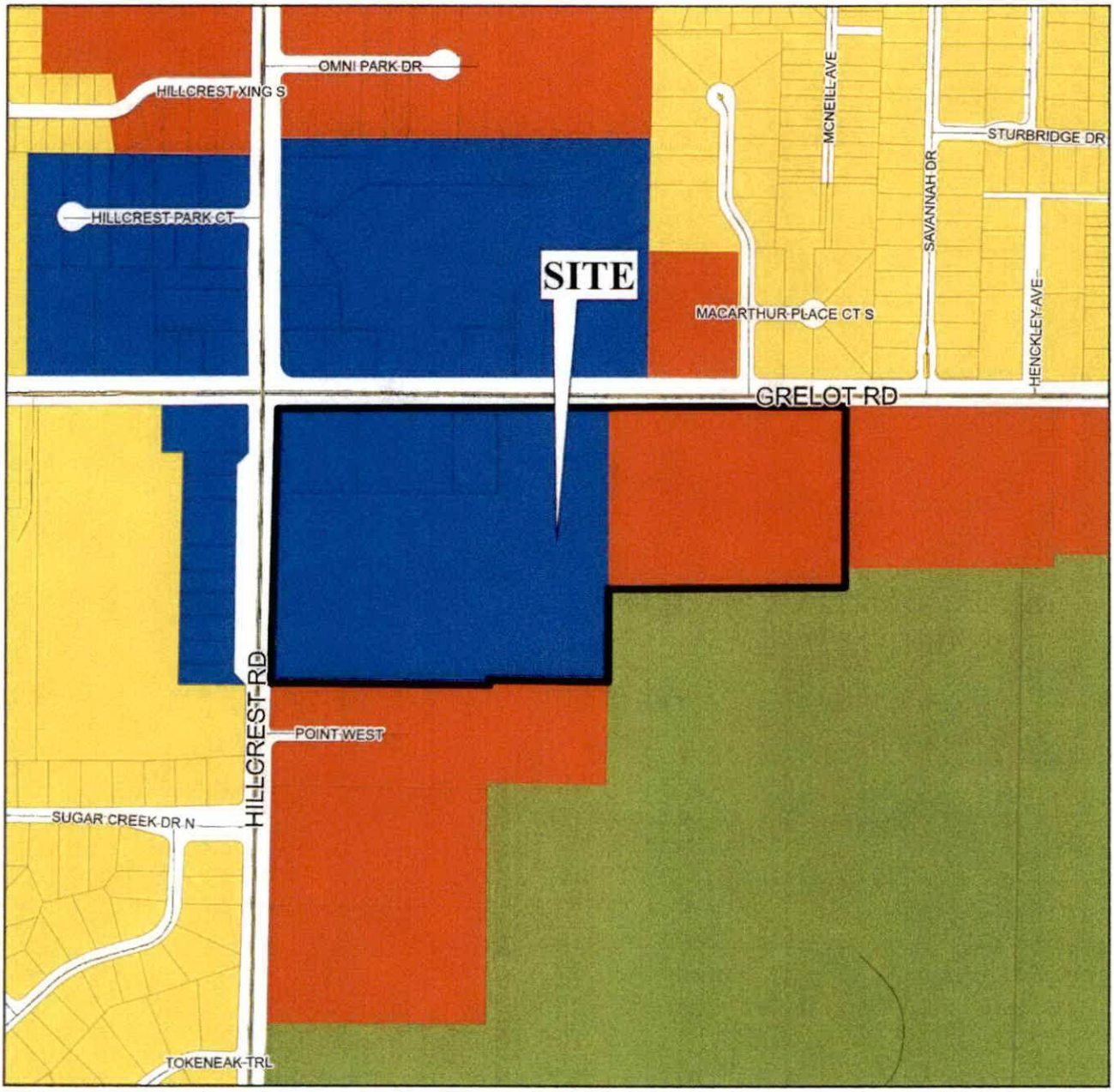
NTS

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

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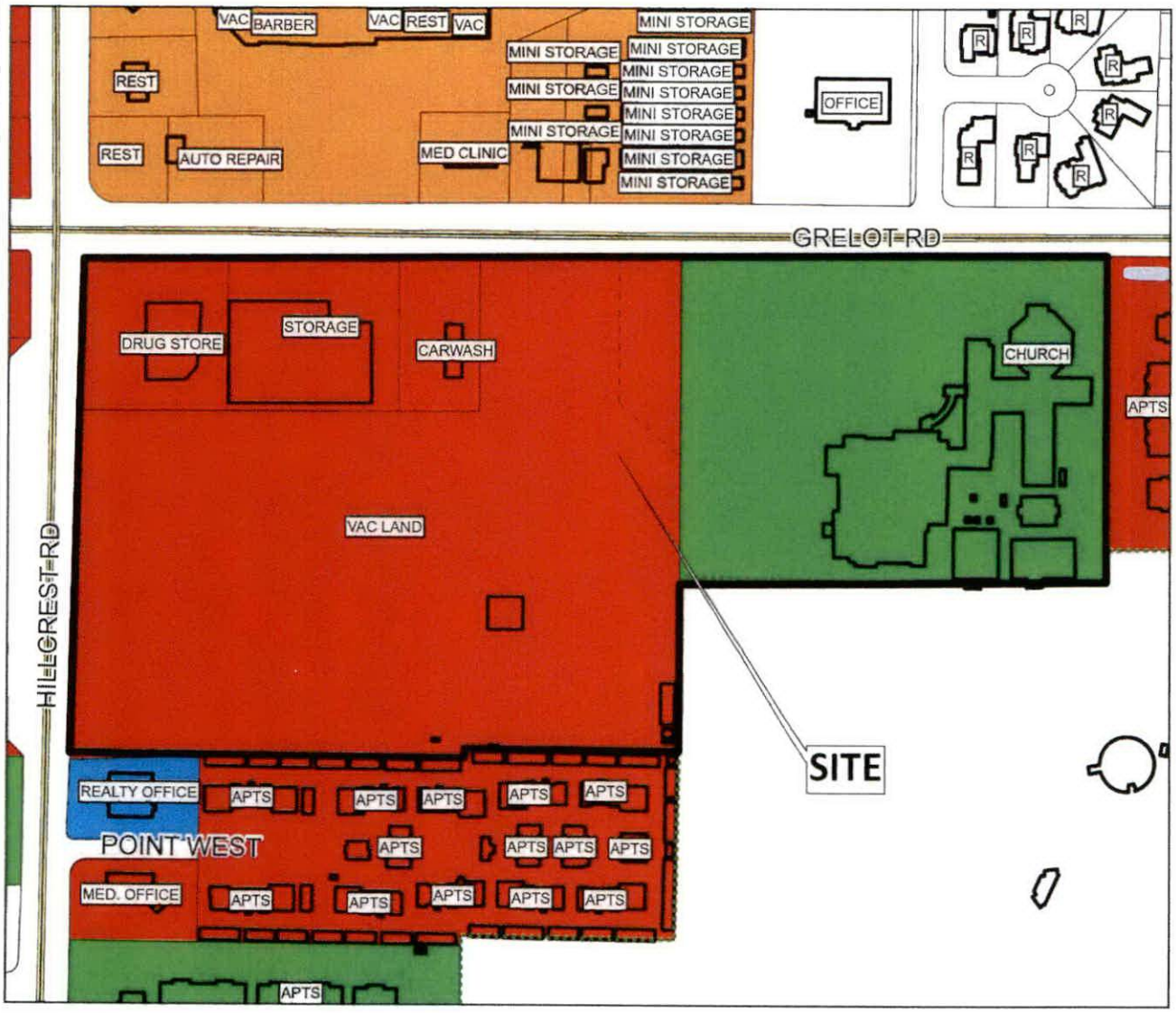
NTS

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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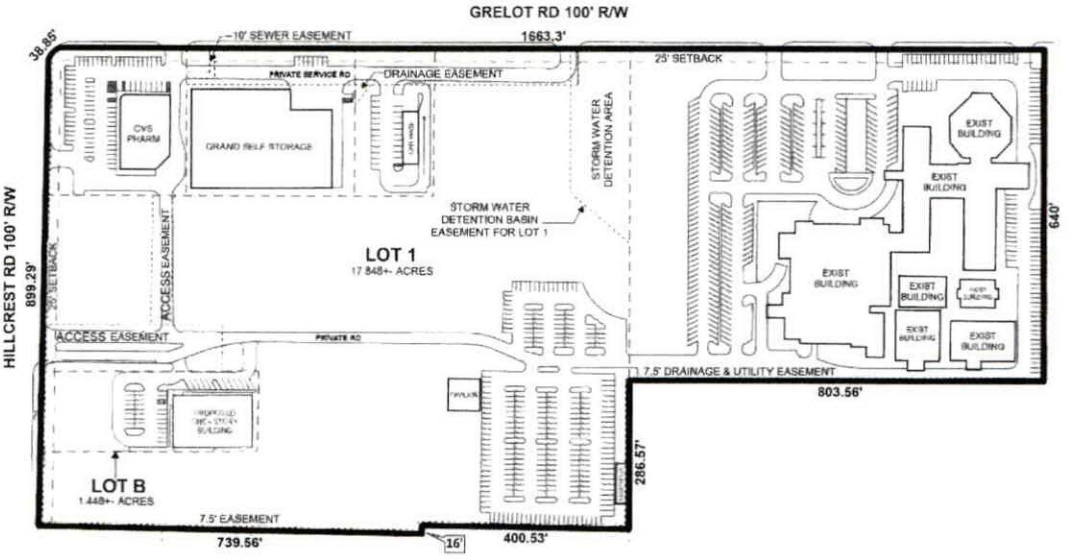
SITE PLAN



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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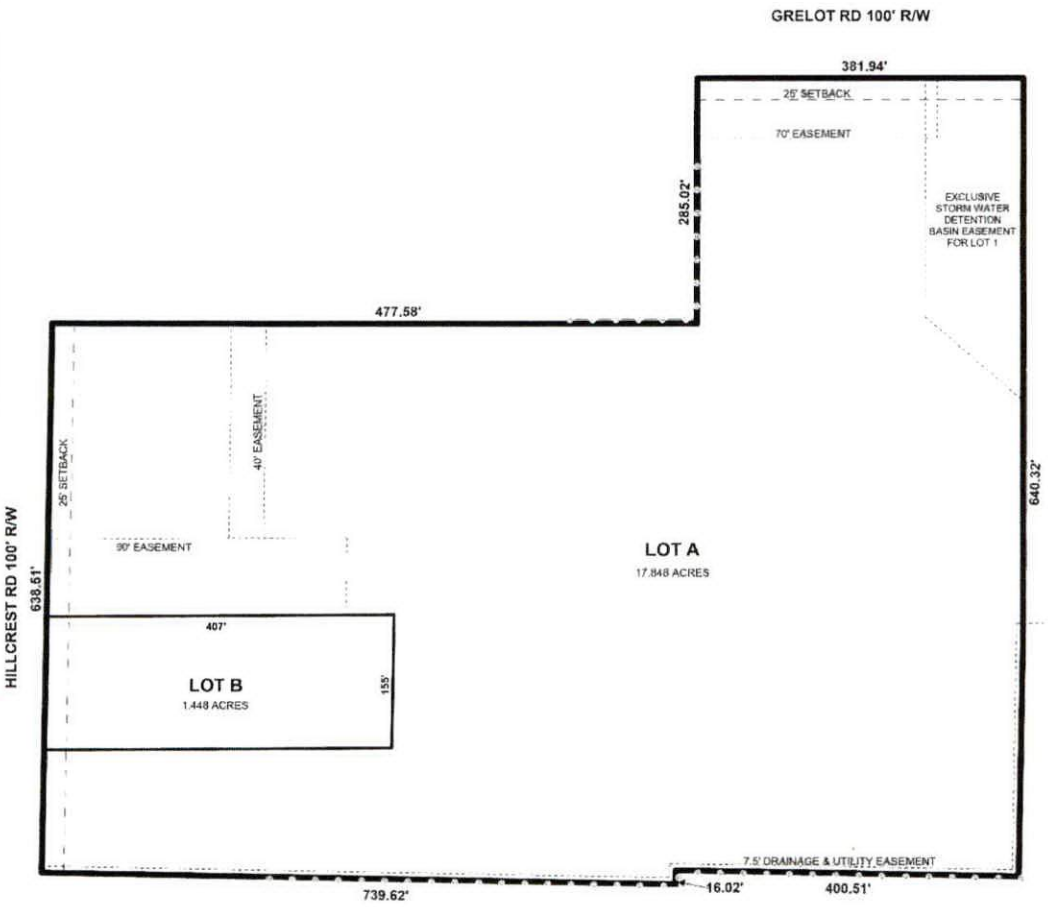
DETAIL SITE PLAN



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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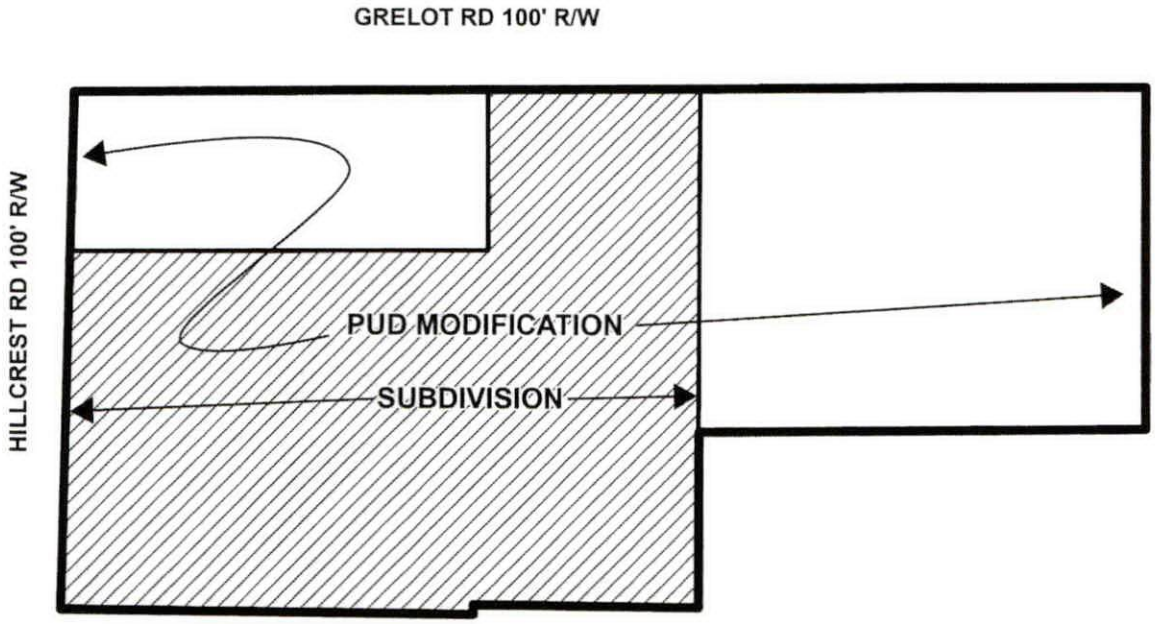
DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE September 7, 2023

APPLICANT Christ United Methodist Church Subdivision, Resubdivisi

REQUEST Subdivision, PUD Modification

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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;
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PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

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

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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

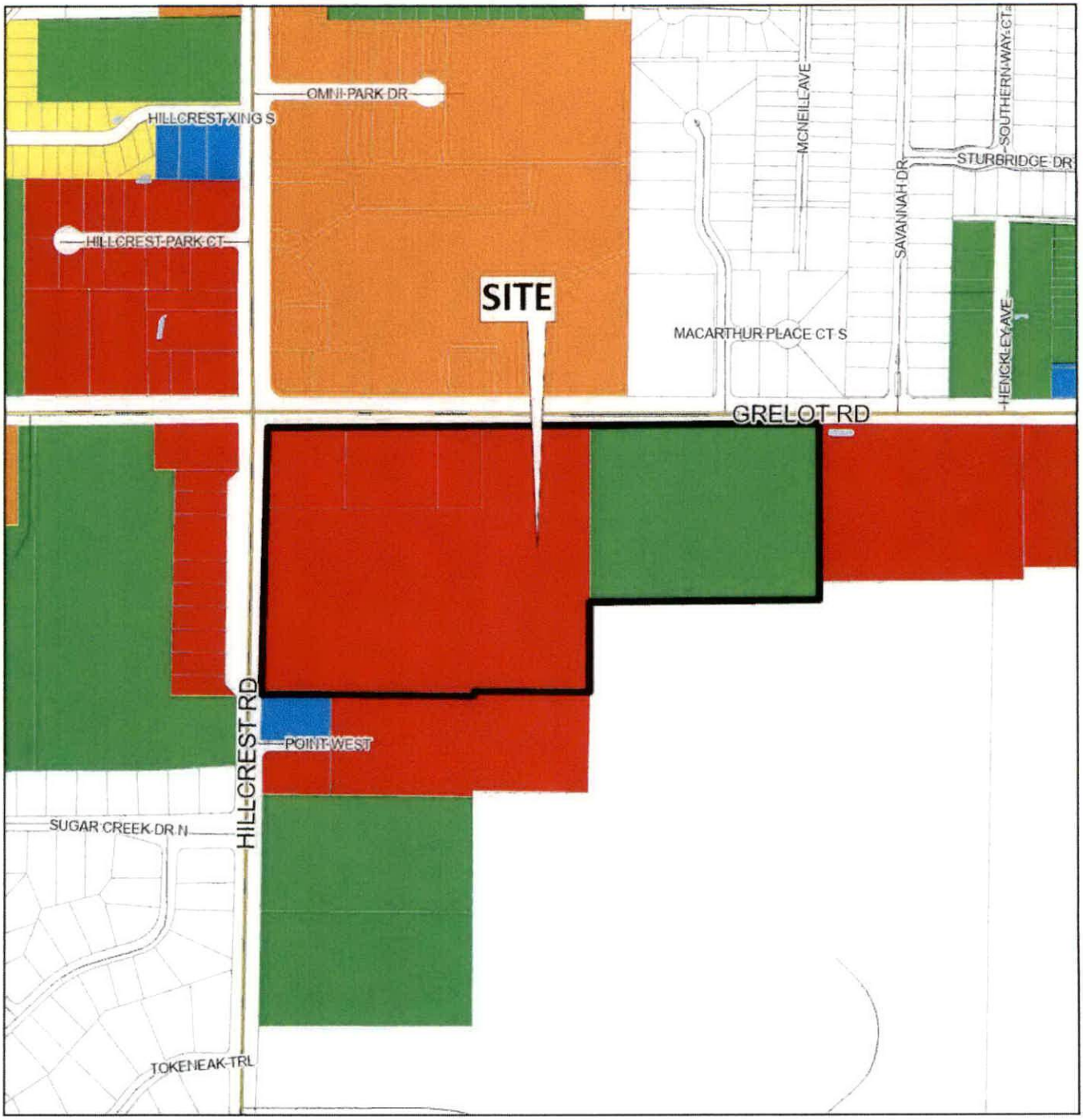
b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
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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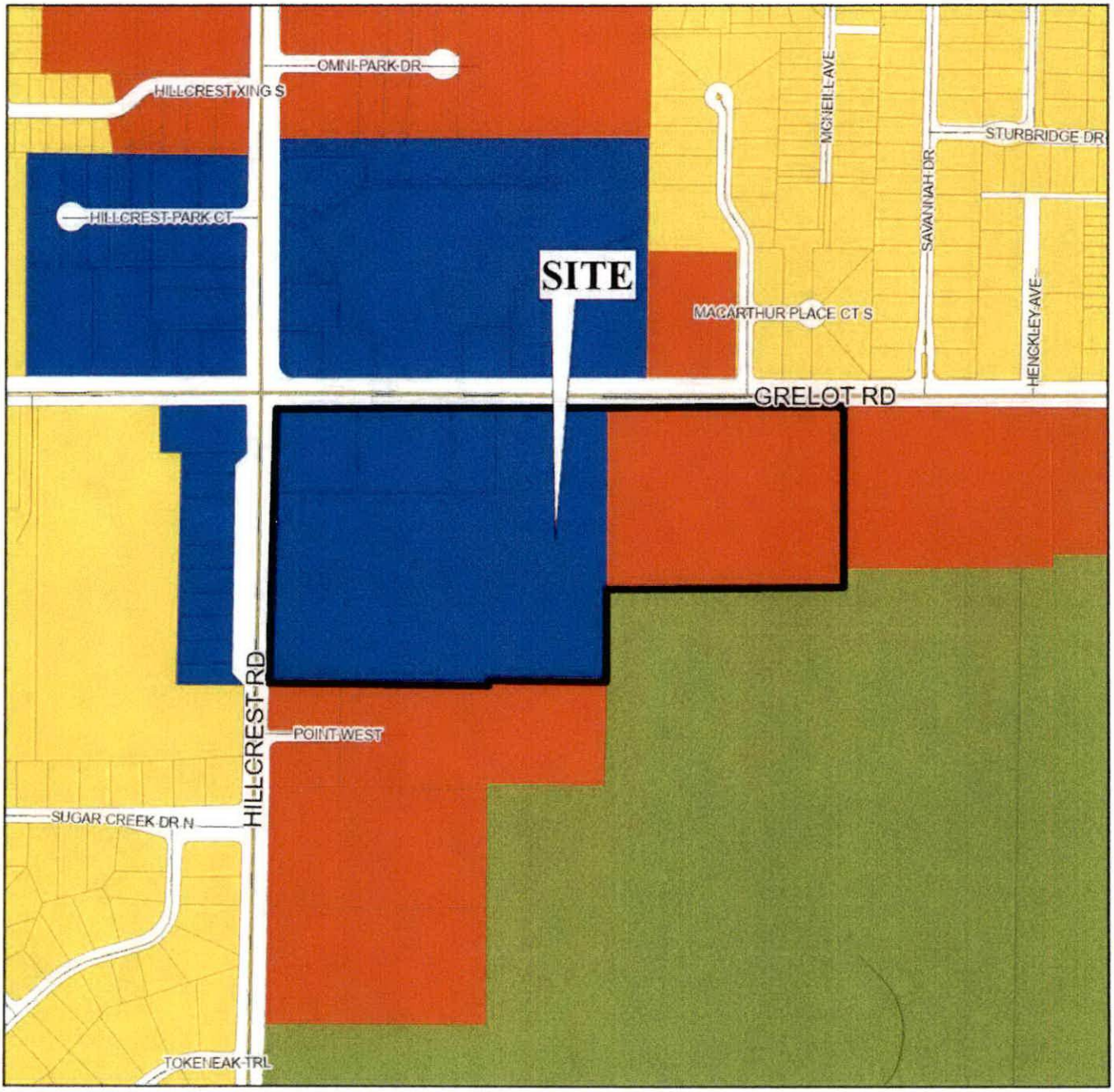
FLUM LOCATOR MAP



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
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- Traditional Corridor
- Mixed Commercial Corridor
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- Light Industry
- Heavy Industry
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- Parks & Open Space
- Water Dependent

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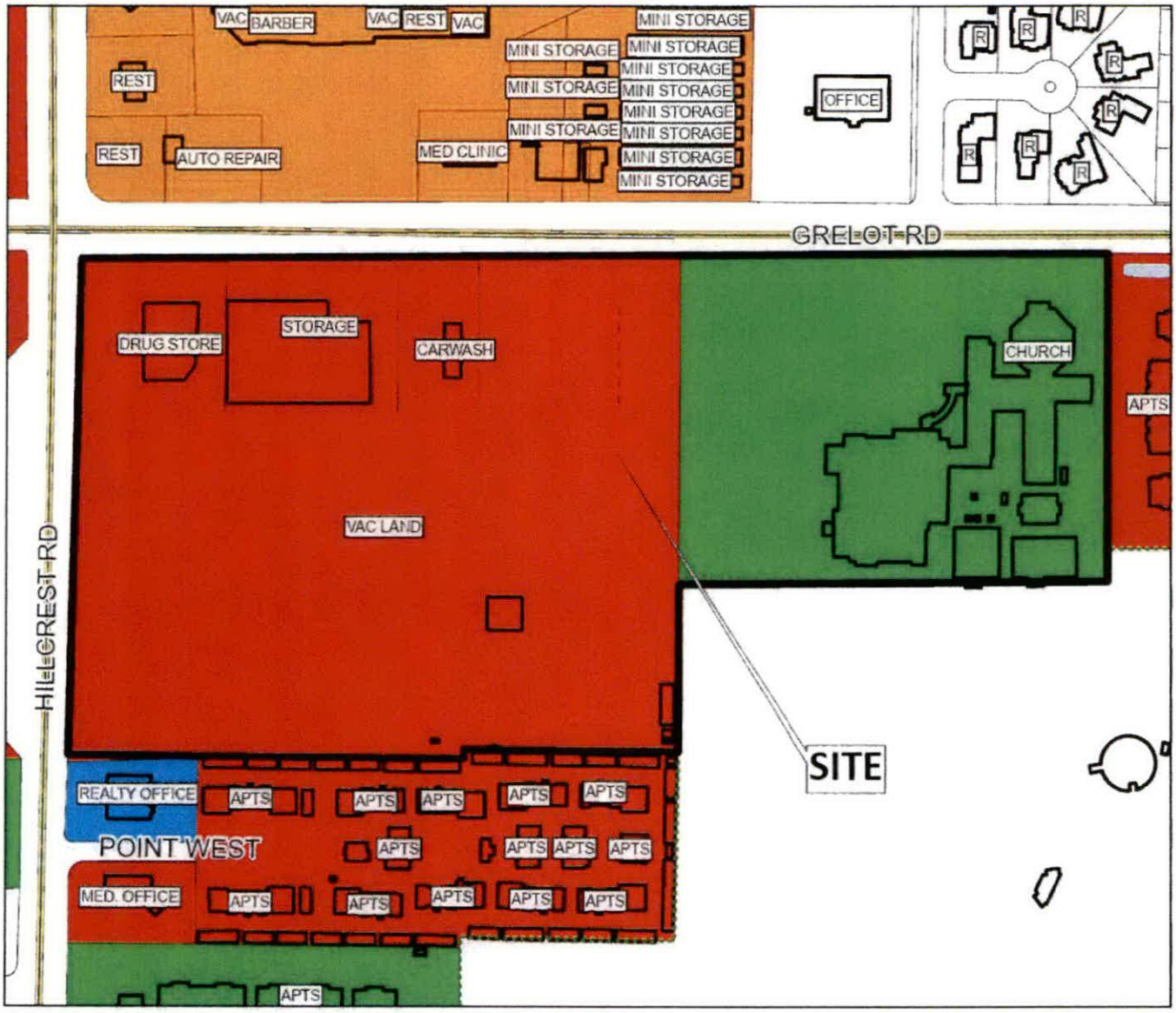
PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

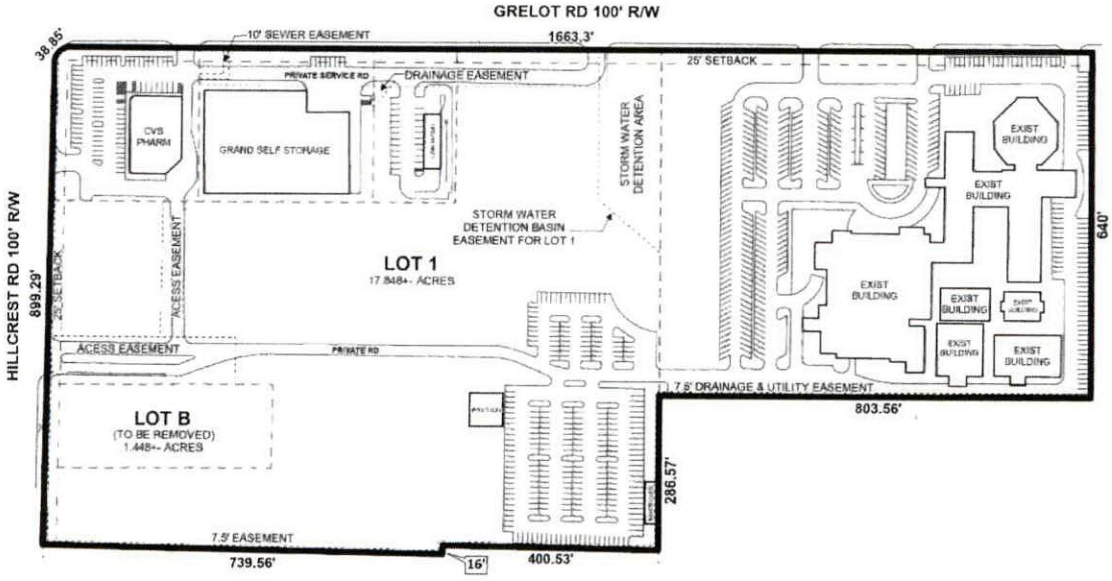
APPLICATION NUMBER	6	DATE	August 17, 2023
APPLICANT	Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A		
REQUEST	Subdivision, PUD Modification		

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

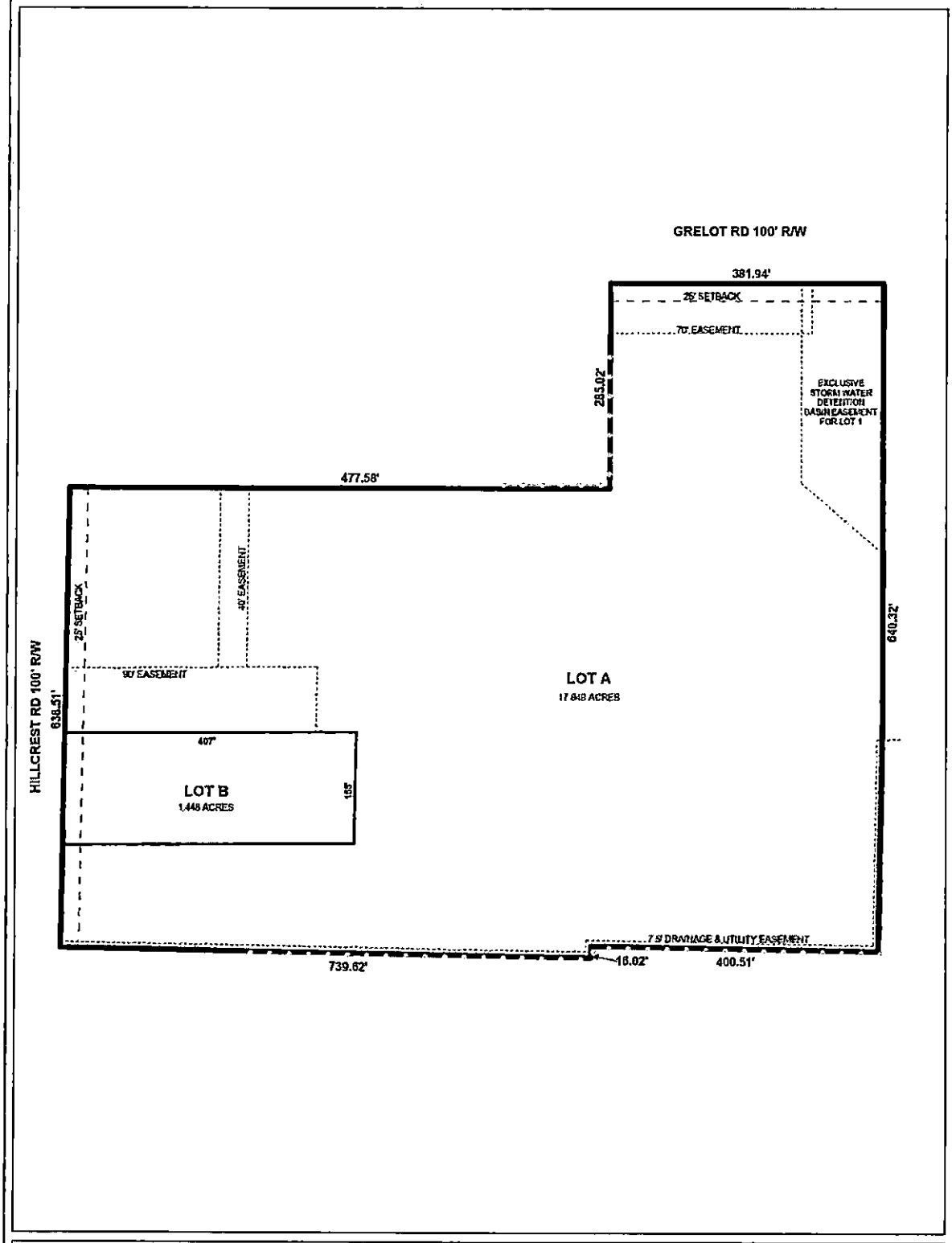
SITE PLAN



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

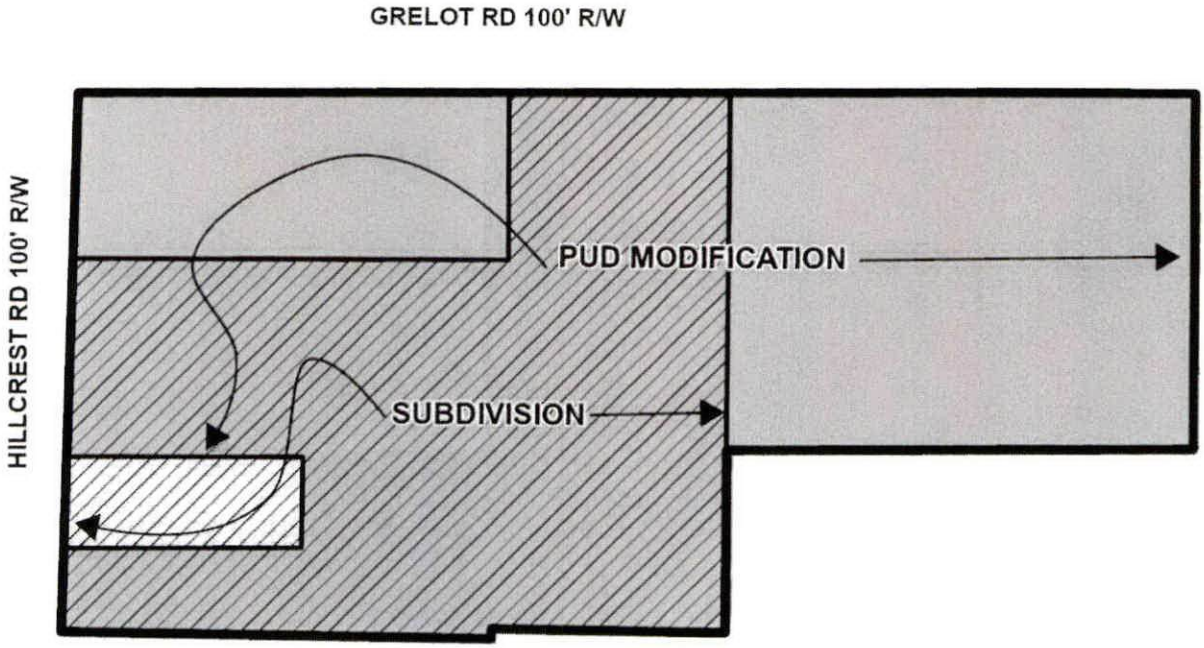


APPLICATION NUMBER	6	DATE	August 17, 2023
APPLICANT	Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubd		
REQUEST	Subdivision, PUD Modification		

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:11/8/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

11/7/2023

Funding Source

Project # 2712 Harper Avenue - ME-195-22 **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 - 2712 Harper Avenue	Cover Memo	10/30/2023
revised cover letter	Cover Memo	11/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	10/30/2023 - 4:28 PM
City Clerk	Gauthier, Lana	Approved	11/2/2023 - 11:23 AM

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2712 HARPER AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 8 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2712 HARPER AVENUE** described as:

LOT 230 BLK D-1 TRINITY GDNS 1ST ADD MBK 3/332 #SEC 44 T4S R1W #MP29 02 44 0 012

Parcel Number: 29 02 44 0 012 051

Last Assessed to: MAULDIN MARK A & APRIL D WATTS

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

October 30, 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, November 7, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2712 HARPER AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **MAULDIN MARK A & APRIL D WATTS** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 012 051
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

2712 Harper ~~Street~~ AVENUE

Property Details			
Key #	659950	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	~~Y~~
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	07-12-22	Comments	

Property Score			
Score	50	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11-14-22

Votes 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/07/2023

Property Address: 2712 Harper Avenue **District No:** 1

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

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

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

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

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

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

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

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

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

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

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

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

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

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

OCT 30 2023

OCT 30 2023

OCT 30 2023

OCT 30 2023

OCT 10 2023

OCT 30 2023

OCT 30 2023

OCT 30 2023

OCT 30 2023

Affidavit of Mailed Notice

October 30, 2023

State of Alabama
County of Mobile

Subject Property – 2712 Harper Avenue.

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 **10** 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

Mark A. Mauldin
3114 First Avenue
Mobile, AL 36617-1640

September 14, 2023

RE: **2712 Harper Avenue**
Project Number: ME-195-22

Dear Mark A. Mauldin:

On September 7, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2712 Harper Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 230 BLK D-1 TRINITY GDNS 1ST ADD MBK 3/332 #SEC 44 T4S R1W #MP29 02 44 0 012

Parcel Number: 29 02 44 0 012 051

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 **October 29, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 29, 2023,** provide the Code Official with a work plan to accomplish the repairs by **October 29, 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 **October 29, 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 November 7, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished/removal of debris

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 2712 Harper Avenue Date: August 10, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 8, 2023

Per the Title Report, the owner is: Mark A Mauldin and April D Watts

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Mark A Mauldin 3114 First Ave Mobile AL 36617-1640	Owner Phone number 251-487-3841 Phone number 251-456-1574
2	April Watts 4016 Cresthaven Rd Mobile AL 36609-2361	Owner Phone number 251-288-4778
3	April Watts 10407 US Hwy 31 Apt 1034 Spanish Fort AL 36527-7612	Secondary Address
4	Owner 2712 Harper Avenue Mobile AL 36617-1812	Subject Property

TAX STATUS: 2022 TAX LIEN

5	Judge Mixon, Jr PO Box 10537 Mobile AL 36610-0537	2022 Tax Lien Holder Phone number 251-487-3841

Parties with recorded liens per Title Report:

6	Harrison Finance Company 863 Hillcrest Rd Mobile AL 36695	Harrison Finance vs April Watts recorded 10/27/2014, bk 7201 pg 547
7	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of Alabama vs April Watts Acct # IIT-R003270294 Lien number 1811688960 Recorded 3/30/2023, instrument number 2023018853
8	Department of Treasury Tax Lien P.O. Box 145595, Stop 8420G Cincinnati, OH 45250-5595	IRS vs April Watts recorded 3/30/2017 bk 7492 pg 1327
9	New Horizons Credit Union c/o Dumas Barre Clark PO Box 870 Mobile AL 36601	New Horizons vs Mark Mauldin, recorded 9/20/2017, bk 7556 pg 1504
10	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of AL vs Mark Mauldin Acct number IIT-R004984340, Lien numbers are 1048743424, 477253120, and 1570715136 instrument numbers 2022073091, 2022008107, and 2020052501

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Mark Mauldin and April Watts, recorded on 1/24/2023, in instrument number 2023003626

MUNICIPAL ENFORCEMENT DIVISION

October 30, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Wednesday, November 8, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **815 CHIN STREET.** OWNED BY OR MAY HAVE AN INTEREST: **MASON NATHANIEL RED SR 12.5 INT, SHEI** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 004 312.001
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

MUNICIPAL ENFORCEMENT DIVISION

October 30, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Wednesday, November 8, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2712 HARPER AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **MAULDIN MARK A & APRIL D WATTS** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 012 051
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

MUNICIPAL ENFORCEMENT DIVISION

October 30, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Wednesday, November 8, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2351 HOWELL AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **RUBI MARIA S OR WILSON MANUEL MIJANGO** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 09 51 0 001 020
COUNCIL DISTRICT 5 – JOEL DAVES
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

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:

11/7/2023

Funding Source

Project # 815 Chin Street - ME-151-20 **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 - 815 Chin Street	Cover Memo	10/30/2023
revised cover letter	Cover Memo	11/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	10/30/2023 - 4:27 PM
City Clerk	Gauthier, Lana	Approved	11/2/2023 - 11:24 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 **815 CHIN STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 2, 3, 4, 5, 6, 7, 8 and 11;*** *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 **815 CHIN STREET** described as:

LOT 18 BLK 6 WEST HIGHLAND SUBD DBK 156 P 479-481 #SEC 44 T4S R1W #MP29 02 44 0 004

Parcel Number: 29 02 44 0 004 312.001

Last Assessed to: MASON NATHANIEL RED SR 12.5 INT, SHEI

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

October 30, 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, November 7, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **815 CHIN STREET.** OWNED BY OR MAY HAVE AN INTEREST: **MASON NATHANIEL RED SR 12.5 INT, SHEI** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 004 312.001
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2020

Report Date: Wednesday, June 3, 2020

Property Address

815 CHIN ST

Property Details

PARCEL KEYX	01995960	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	Y
SURVEY DATE	2020-02-04	COMMENTS	

Property Score

SCORE	83	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 10/19/2020

Vote 5-0 Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/07/2023

Property Address: 815 Chin 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.

OCT 30 2023

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OCT 30 2023

Affidavit of Mailed Notice

October 30, 2023

State of Alabama
County of Mobile

Subject Property – 815 Chin 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 **13** 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

Nathaniel "Red" Mason, Sr.
1701 Waterford Street
Mobile, AL 36605-1713

September 14, 2023

RE: **815 Chin Street**
Project Number: ME-151-20

Dear Nathaniel "Red" Mason, Sr.:

On September 7, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 815 Chin Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 18 BLK 6 WEST HIGHLAND SUBD DBK 156 P 479-481 #SEC 44 T4S R1W #MP29 02 44 0 004

Parcel Number: 29 02 44 0 004 312.001

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 **October 29, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 29, 2023,** provide the Code Official with a work plan to accomplish the repairs by **October 29, 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 **October 29, 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 November 7, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished/removal of debris

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 815 Chin Street Date: August 8, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 8, 2023

Per the Title Report, the owners are: Nathaniel "Red" Mason, Sr., Shelia Mason Bracy, Heirs-at-Law of Michael G. Mason, Sr. (DOD: 5/28/2018): Rachael Mason, Michelle Mason, Janelle Mason, and Michael Mason, Jr., Barbara Ann Mason a/k/a Barbara A. Antoine, Warren W. Mason, Blondine Mason, Maxine Mason Bryant, and Bruce E. Mason

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Nathaniel "Red" Mason, Sr. 1701 Waterford St. Mobile, AL 36605-1713	1/8th Fee Simple interest
2	Shelia Mason Bracy 759 Stanton Rd. Mobile, AL 36617-2129	1/8th Fee Simple interest Phone number 251-422-6305 Phone number 251-422-9545
3	Rachael Mason 1050 Cloverdale Dr. Mobile, AL 36606-2103	1/4th of 1/8th Fee Simple Interest (heir of Michael G. Mason, Sr.) Phone number 251-321-6583
4	Michelle Monique Mason 1008 Cloverdale Dr. Mobile, AL 36606-2103	1/4th of 1/8th Fee Simple Interest (heir of Michael G. Mason, Sr.) Phone number 251-209-2347 Phone number 251-214-8238
5	Janelle M. Mason 1008 Cloverdale Dr. Mobile, AL 36606-2103	1/4th of 1/8th Fee Simple Interest (heir of Michael G. Mason, Sr.) Phone number 251-623-9700

6

Michael Mason, Jr.
1008 Cloverdale Dr.
Mobile, AL 36606-2103

1/4th of 1/8th Fee Simple Interest (heir of Michael G. Mason, Sr.)
Phone number 251-623-9700

7

Barbara Ann Mason Antoine
10732 Fieldcrest Dr.
Baton Rouge, LA 70811-1814

1/8th Fee Simple interest
Phone number 225-205-7332
Phone number 225-775-0985

8

Warren W. Mason
1915 S. Belle Cour Dr.
Mobile, AL 36605-3238

1/8th Fee Simple interest
Phone number 251-476-3485
Phone number 251-458-4542

9

Blondine Mason
2065 Zula Ln.
Mobile, AL 36605-2332

1/8th Fee Simple interest

10

Maxine Mason Bryant
504 S. Oak Dr.
Satsuma, AL 36572-2474

1/8th Fee Simple interest
Phone number 251-675-4517
Phone number 251-457-2750

11

Bruce E. Mason
1701 Waterford St.
Mobile, AL 36605-1713

1/8th Fee Simple interest
Phone number 251-366-1900
Phone number 251-366-1800

TAX STATUS: 2022 TAX CURRENT

Parties with recorded liens per Title Report:

12

State of AL Dept. of Revenue
Collections Service Dept.
PO Box 327820
Montgomery AL 36132

Please ref. on ltr.: Acct # IIT-R004476080, Lien # 649462272

Lien filed against a Michael G. Mason recorded in Real Property Book 6570 at page 1636

13

CitiBank
C/O Ben Louis Zarzaur, Esq.
PO Box 11366
Birmingham AL 35202

JGMT: Lien filed against a Bruce Mason recorded in Land Records Book 7378 at page 480.

Open Mortgages: NONE

Lis Pendens:

Lis Pendens – City of Mobile vs Nathaniel Red Mason recorded December 22, 2020, in instrument number 2020077491.

MUNICIPAL ENFORCEMENT DIVISION

October 30, 2023

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Wednesday, November 8, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **815 CHIN STREET.** OWNED BY OR MAY HAVE AN INTEREST: **MASON NATHANIEL RED SR 12.5 INT, SHEI** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 004 312.001
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

MUNICIPAL ENFORCEMENT DIVISION

October 30, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Wednesday, November 8, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2712 HARPER AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **MAULDIN MARK A & APRIL D WATTS** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 012 051
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

MUNICIPAL ENFORCEMENT DIVISION

October 30, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Wednesday, November 8, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2351 HOWELL AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **RUBI MARIA S OR WILSON MANUEL MIJANGO** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 09 51 0 001 020
COUNCIL DISTRICT 5 – JOEL DAVES
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember Joel Daves - District 5

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

11/7/2023

Funding Source

Project # 2351 Howell Avenue - ME-066-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2351 Howell Avenue	Cover Memo	10/30/2023
revised cover letter	Cover Memo	11/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	10/30/2023 - 4:31 PM
City Clerk	Gauthier, Lana	Approved	11/2/2023 - 11:24 AM

RESOLUTION

Sponsored by: Joel Daves – District 5

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2351 HOWELL AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 7, 8 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2351 HOWELL AVENUE** described as:

LOT 4 BLK A OF CESSNA PL SUB MBK 5/521 #SEC 51 T4S R1W #MP29 09 51 0 001

Parcel Number: 29 09 51 0 001 020

Last Assessed to: RUBI MARIA S OR WILSON MANUEL MIJANGO

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

October 30, 2023

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 7, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2351 HOWELL AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **RUBI MARIA S OR WILSON MANUEL MIJANGO** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 09 51 0 001 020
COUNCIL DISTRICT 5 – JOEL DAVES
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

2351 HOWELL AVENUE

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	08/01/2023	Comments	

Property Score			
Score	57	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-7-23

Voted 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/07/2023

Property Address: 2351 Howell Avenue **District No:** 5

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

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

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

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

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

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

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

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

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

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

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

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

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

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

OCT 30 2023

NOTICE
OCT 10 2025

NOTICE
OCT 30 2025

SEP 07 2023

SEP 07 2023

SEP 07 2023

SEP 07 2023

BEWARE
OF THE DOG
OCT 30 2023

OCT 30 2023

Affidavit of Mailed Notice

October 30, 2023

State of Alabama
County of Mobile

Subject Property – 2351 Howell Avenue.

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 **14** 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

Heirs of Louise Wheeler aka Louise Scaff
Linda Scaff
309 W. Sterrett Street
Hugo, OK 74743-6640

September 14, 2023

RE: **2351 Howell Avenue**
Project Number: ME-066-23

Dear Linda Scaff:

On September 7, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2351 Howell Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 4 BLK A OF CESSNA PL SUB MBK 5/521 #SEC 51 T4S R1W #MP29 09 51 0 001

Parcel Number: 29 09 51 0 001 020

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (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 **October 29, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 29, 2023,** provide the Code Official with a work plan to accomplish the repairs by **October 29, 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 **October 29, 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 November 7, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished/removal of debris

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 2351 Howell Avenue Date: August 18, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 16, 2023

Per the Title Report, the owners are: Heirs of Louise Wheeler aka Louise Scaff DOD 10/29/2000

NOTES: Could not positively identify children of Leah J York DOD 4/25/2011 (Daughter of Louise) Charles Scaff (Son of Louise Scaff) DOD 7/15/2018. His heirs are below.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Linda Scaff 309 W Sterrett St Hugo OK 74743-6640	Heir and wife of Charles Scaff DOD 7/15/2018 Phone number 580-579-4713 Phone number 580-298-9063 Phone number 580-579-5188
2	Casey Scaff 700 Thicket Ln Apt 405 Houston TX 77079-7508	Heir and son of Charles Scaff DOD 7/15/2018 Phone number 713-702-6023
3	Donald Scaff 826 Hepburn Rd Bennington OK 74723-3509	Heir and son of Charles Scaff DOD 7/15/2018 Phone number 903-341-0219 Phone number 936-368-2265
4	Ivan Scaff 65 N 4350 Rd Fort Towson OK 74735-4705	Heir and son of Charles Scaff DOD 7/15/2018 Phone number 405-326-5058 Phone number 580-513-1066
5	Robbie Cummings 402 N F St Hugo OK 74743-3232	Heir and daughter of Charles Scaff DOD 7/15/2018 Phone number 580-317-6303

6	Sammie Harvey PO Box 483 Hugo OK 74743-0483	Heir and daughter of Charles Scaff DOD 7/15/2018 Phone number 580-579-7703
7	Sammie Harvey 192266 N 4270 Rd Antlers OK 74523-7019	Secondary Address
8	Doris Dedee Bruce PO Box 125 Soper OK 74759-0125	Heir and daughter of Charles Scaff DOD 7/15/2018 Phone number 580-406-6832
9	Michelle Sanderson 2401 Cresent Rd Navarre FL 32566-8790	Heir and daughter of Charles Scaff DOD 7/15/2018 Phone number 251-689-9544
10	Owner 2351 Howell Ave Mobile AL 36606	Subject Address

TAX STATUS: 2018 Tax Certificate issued, and 2021 and 2022 Tax Lien issued

11	Minda Petty 355 Breamwood Ave Mobile AL 36604-1061	2021 and 2022 Tax Lien Holder Phone number 251-660-7906 Phone number 251-479-9913 Phone number 251-221-5742
12	Manuel Mijango Wilson and Maria Rubi 940 Dawes Rd Lot 38 Mobile AL 36695-9193	2018 Tax Certificate owner Phone number 251-442-8114
13	Manuel Mijango Wilson and Maria Rubi 6721 Highmont Dr Theodore AL 36582-6039	Secondary address
14	Mobile County Revenue Commission PO Box 1169 Mobile AL 36633-1169 Attn: Redemption Department	Redemption Department Parcel in Lien Sales for 2021 and 2022 and 2018 Tax Certificate

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

MUNICIPAL ENFORCEMENT DIVISION

October 30, 2023

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Wednesday, November 8, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **815 CHIN STREET.** OWNED BY OR MAY HAVE AN INTEREST: **MASON NATHANIEL RED SR 12.5 INT, SHEI** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 004 312.001
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

MUNICIPAL ENFORCEMENT DIVISION

October 30, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Wednesday, November 8, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2712 HARPER AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **MAULDIN MARK A & APRIL D WATTS** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 012 051
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

MUNICIPAL ENFORCEMENT DIVISION

October 30, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Wednesday, November 8, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2351 HOWELL AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **RUBI MARIA S OR WILSON MANUEL MIJANGO** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 09 51 0 001 020
COUNCIL DISTRICT 5 – JOEL DAVES
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Council District 1	Cory Penn	7 Cases
Council District 2	William Carroll	9 Cases
Council District 3	C J Small	1 Case
Council District 4	Ben Reynolds	1 Case
Council District 5	Joel Daves	2 Cases
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Declare Weeds noxious, Group 1649

Effective Date of Contract:

11/7/2023

Funding Source

Project # Weed Lien Group 1649 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare Weeds noxious, Group 1649	Backup Material	11/2/2023
resolution	Cover Memo	11/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			11/2/2023 - 1:53

Enforcement	Gauthier, Lana	Approved	PM

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **November 2, 2023**

SUBJECT: WEED LIEN GROUP **1649**

Attached, please find Assessment Lists for Weed Lien Group Number **1649** 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): 11/7/2023

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 12/12/2023

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): 11/9/2023

LEGAL NOTICE DUE TO LAGNIAPPE: 11/22/2023

LEGAL NOTICE ADS: 11/29/2023-12/6/2023

POSTING DATE: 12/5/2023

Copy to: Marchetta Taite

	WEED LIEN	
	1649	Res. No.
11/7/2023	LOTS TO BE DECLARED	58-
12/12/2023	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	551 Houston St	28273	30794		1	
2	455 Houston St	28265	30795		2	
3	1308 Chisam Ave	32060	30796		2	
4	804 Charles St	29011	30797		3	
5	518 James H Finley Dr	28605	30798		1	
6	0 Vine St	28587	30799		2	
	Par No. (29 02 44 0 022 207.XXX)					
7	505 Booker St	29839	30800		2	
8	1563 Orange St	30014	30801		2	
9	603 Plum St	23824	30802		2	
10	1328 Adams St	32240	30803		2	
11	713 Burden St	28605	30804		1	
12	2415 Yerby St	29016	30805		1	
13	1035 Newman Lane	28774	30806		2	
14	1001 Barbara Dr	28467	30807		1	
15	305 Carstens St	27641	30808		2	
16	1501 Wellington St	29058	30809		1	
17	4600 Moffett Rd	31208	30810		1	
18	503 Heritage Dr E	32056	30811		5	
19	284 Carnation St	27142	30812		5	
20	5617 Kalisa Ct	26788	30813		4	
				$ -		

District total for this group			
1	7		
2	9		
3	1		
4	1		
5	2		
6	0		
7	0		
	20		0
*ADD Added in from other Groups			
*CBO Cut By Owner			
*N/A Taken out by Inspector			

Amy Jackson 11-2-2023

Marchetta Waite 11-2-2023

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 #1649** 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 **12th day of December 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:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

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

Purpose and Scope of Project:

Assess Cost for Repeat Weed Lien Group 67

Effective Date of Contract:

11/7/2023

Funding Source

Project # Repeat Weed Lien 67 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Repeat Weed Lien Group 67	Backup Material	11/2/2023
resolution	Cover Memo	11/2/2023
updated assess costs	Cover Memo	11/3/2023

REVIEWERS:

Department	Reviewer	Action	Date

Municipal Enforcement	Gauthier, Lana	Approved	11/2/2023 - 1:56 PM

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 2, 2023**

SUBJECT: **Repeat Weed Lien Invoices G-67**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **67.** Please place these on the City Council's Agenda for **November 7, 2023.**

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite,

	REPEAT WEED LIEN							
	GROUP 67						Res. No.	
8/22/2023	1st REPEAT WEED LIEN LETTERS SENT						11-058	
11/7/2023	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST							
			Old SRO	New	Initial	Times	Amount	CBD
Item No.	Address	Dis	Case #	Case #		cut within	Assessed	CBO
1	703 Euclid Ave	5		28789	1/17/2023	1	$ 891.00	
2	1569 Orange St	2		28790	10/5/2021	1	$ 50.00	CBO
3	1552 Orange St	2		28791	7/20/2021	1	$ 50.00	CBO
4	1919 St Stephens Rd	1		28792	8/16/2022	1	$ 282.00	
5	1553 Orange St	2		28793	7/202021	1	$ 380.00	
6	404 Robbins St	2		28795	1/4/20222	1	$ 175.00	
7	405 Robbins St	2		28796	1/4/2022	1	$ 309.00	
8	565 Marcus Dr	5	32570	28797	2/16/2021	3	$ 615.00	
9	854 Marine St	3	26833	28798	11/29/2022	1	$ 529.00	
10	1569 Greenlawn Dr	4	26823	28800	10/25/2022	1	$ 380.00	
11	3817 Landsdowne Cir	4	26258	28802	8/30/2022	3	$ 50.00	CBO
12	714 Euclid Ave	5	15225	28803	11/10/2020	1	$ 50.00	CBO
13	1100 Arlington St	3		28804	7/20/2021	1	$ 345.00	
14	1009 Alba St	3	26701	28805	10/19/2021	3	$ 50.00	CBO
15	1700 Sligo St	2	32219	28807	2/9/2021	1	$ 275.00	
16	2052 Avondale Ct	2	28286	28808	8/16/2022	1	$ 282.00	
17	2515 Farnell Dr	4	28005	28811	6/7/2022	1	$ 553.26	
18	903 David Langan Dr W	7	27183	28812	6/4/2022	1	$ 460.00	
19	718 Johnston Ave	2	31779	28814	9/8/2020	1	$ 456.00	
20	280 Carnation St	5	27141	28816	11/22/1978	1	$ 50.00	CBO
	Total						$ 6,232.26	

District total for this group		Numbers of lots cut	
1	1	1	13
2	8	2	0
3	3	3	1
4	3	4	0
5	4	5	0
6	0	6	0
7	1	7	0
	20		14

*CBO Cut By Owner

*N/A Taken out by Inspector

*ADD Added in from other Groups

Mary Lockhart 11/2/23

Marchetta Waite 11/2/23

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **67** Item # **1**

Lot Description: **LOT 2 BLK 14 BON AIR ESTS DBK 156 P 374 #SEC 29 T4S R1W #MP29 09 29 4 001 (29 09 29 4 001 105.XXX) 703 EUCLID AVE**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,500	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		7	$	3.00	$	21.00
Debris Removal	Cubic Yard	85	$	7.00	$	595.00
		Total Project Cost:			$	891.00

Sheila Dean
SECRETARY

Marchette Dante
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

November 2, 2023

Lot Owner: **DAVIS PAUL G**

Address: **1515 ORANGE ST**

City, State, Zip: **MOBILE, AL 36605-4844**

Repeat Group Number: **67** Item # **2**

Lot Description: **LOT 10 BLK 4 TROPICAL PL DBK 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 005 (29 10 28 4 005 022.XXX) 1569 ORANGE ST**

Nuisance Date: 8/22/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,067	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **STOKES CLEVELAND & BERNICE**

Address: **1073 JOY LANE**

City, State, Zip: **MOBILE, AL 36617**

Repeat Group Number: **67** Item # **3**

Lot Description: **LOT 2 BLK 5 TROPICAL PL DBK 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 004 (29 10 28 4 004 106.XXX) 1552 ORANGE ST**

Nuisance Date: 8/22/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,708	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dear
SECRETARY

Marchetta Foote
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **JOHNSON ARTHUR & PEARLIE D**

Address: **507 LABRADOR WAY**

City, State, Zip: **SUISUN CITY, CA 94585**

Repeat Group Number: **67** Item # **4**

Lot Description: **BEGINNING AT THE SOUTHWEST CORNER OF ST STEPHENS ROAD AND ANDREWS STREET THEN RUN SOUTHERLY ALONG THE WEST LINE OF SAID ST STEPHENS ROAD 47 FT THEN SOUTHWESTERLY 200 FT THEN NORTHERLY 31 FT THEN NORTHEASTERLY 200 FT TO THE POINT OF BEGINNING. (29 02 44 0 033 039.XXX) 1919 ST STEPHENS RD**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,998	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty- Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

Shelia Deese
SECRETARY

Marchette Foster
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **HILL ROBERT & LAURETTA L**
C/O LAWRENCE W HILL

Address: **221 GLENSHIRE DR**

City, State, Zip: **COLUMBIA, SC 29203**

Repeat Group Number: **67** Item # **5**

Lot Description: **LOT 2 BLK 4 RICHARD SUB TROPICAL PLACE DBK 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 005 (29 10 28 4 005 014.XXX) 1553 ORANGE ST**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,439	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	15	$	7.00	$	105.00
		Total Project Cost:			$	380.00

Sheila Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **SONS REAL ESTATE INV**

Address: **107 CHATHAM ST**

City, State, Zip: **MOBILE, AL 36604-3011**

Repeat Group Number: **67** Item # **6**

Lot Description: **LOT 8 BLK 1 LAFAYETTE HGTS DBK 133 P 420 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 378.XXX) 404 ROBBINS ST**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,344	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	175.00

Sheila Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **MAX DEVELOPMENTS INC**

Address: **512 WILLIAMS ST**

City, State, Zip: **MOBILE, AL 36606-1544**

Repeat Group Number: **67** Item # **7**

Lot Description: **LOT 3 BLK 3 LAFAYETTE HGTS DBK 133 NS P 420 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 362.XXX) 405 ROBBINS ST**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,765	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	4	$	7.00	$	28.00
		Total Project Cost:			$	309.00

Shelia Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

November 2, 2023

Lot Owner: **COLE ROBERTS III**

Address: **4365 WOODRUFF DR**

City, State, Zip: **EIGHT MILE, AL 36613**

Repeat Group Number: **67** Item # **8**

Lot Description: **LOT 18 MONTCLIFF UNIT 4 MBK 15 PG 60 #SEC 36 T4S R2W #MP28 07 36 2 000 (28 07 36 2 000 051.XXX) 565 MARCUS DR**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,378	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	3	$	100.00	$	300.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	20	$	7.00	$	140.00
		Total Project Cost:			$	615.00

SheliaDean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2,2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **67** Item # **9**

Lot Description: **LOT 3 BLK 4 WILSONS 2ND ADD DBK 80 PG 190 #SEC 37 T4S R1W #MP29 10 37 0 004 (29 10 37 0 004 028.XXX) 854 MARINE ST**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,700	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		3	$	3.00	$	9.00
Debris Removal	Cubic Yard	35	$	7.00	$	245.00
		Total Project Cost:			$	529.00

Sheila Penn
SECRETARY

Maychetta Tate
INSPECTOR

Jerry Parker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **HASTINGS BRIAN L & ANGELA G**

Address: **28 BRIARWOOD LN**

City, State, Zip: **SATSUMA, AL 36572**

Repeat Group Number: **67** Item # **10**

Lot Description: **LOT 91 1ST UNIT MORNINGSIDE MANOR MBK 6 P 431 #SEC 06 T5S R1W #MP32 02 06 0 001 (32 02 06 0 001 177.XXX) 1569 GREENLAWN DR**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,775	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	15	$	7.00	$	105.00
		Total Project Cost:			$	380.00

Sheila Deon
SECRETARY

Marchetta Tuite
INSPECTOR

Jamy Tucker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

November 2, 2023

Lot Owner: **NELSON WARREN C**

Address: **3817 LANSDOWNE CIR**

City, State, Zip: **MOBILE, AL 36693**

Repeat Group Number: **67** Item # **11**

Lot Description: **LOT 58 LANSDOWNE SUB UNIT 1 MBK 21 P 90 #SEC 15 T5S R2W #MP33 05 15 1 000 (33 05 15 1 000 105.XXX) 3817 LANSDOWNE CIR**

Nuisance Date: 8/22/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft	11,064	0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Deaver
SECRETARY

Marchetta Jaute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **NATIONAL ASSET INVESTMENTS LLC**
C/O MOHANA RAO KANITHI

Address: **12929 TERRACE SPRINGS DR**

City, State, Zip: **TEMPLE TERRACE, FL 33637**

Repeat Group Number: **67** Item # **12**

Lot Description: **LOT 8 BLK 34 BON AIR ESTS DBK 156 P 374 #SEC 29 T4S R1W #MP29 09 29 4 001 (29 09 29 4 001 070.XXX) 714 EUCLID AVE**

Nuisance Date: 8/22/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,384	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **MCCARROLL KINETA**

Address: **1204 COUNTRY RD #25**

City, State, Zip: **ABBEYVILLE, AL 36310**

Repeat Group Number: **67** Item # **13**

Lot Description: **LOT 6 BLOCK 4 BASCOMBE TRACT DBK 128 PG 1 #SEC 34 T4S R1W #MP29 11 34 1 002 (29 11 34 1 002 026.XXX) 1100 ARLINGTON ST**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,027	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	10	$	7.00	$	70.00
		Total Project Cost:			$	345.00

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

Tony Tam
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **SQUARE RACHEL J**

Address: **1009 ALBA ST**

City, State, Zip: **MOBILE, AL 36605**

Repeat Group Number: **67** Item # **14**

Lot Description: **LOT 48 BLOCK 1 ARLINGTON SUB DBK 156 P 196 #SEC 34 T4S R1W #MP29 11 34 1 001 (29 11 34 1 001 080.XXX) 1009 ALBA ST**

Nuisance Date: 8/22/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,293	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

Marchetta Jute
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **67** Item # **15**

Lot Description: **THAT PART OF LOTS 8 & 9 BLK 15 TOULMIN TRT DBK 112 PG 175 DESC AS FOLL FOR POB COMG AT SE COR OF LOT 8 & FROM PT RUN N 56 FT ALG E BDRY OF LOT 8 & W BDRY OF BRUSSELLS ST TO PT & FROM SD PT RUN W ON LINE PAR WITH N BDRIES OF LOT 8 & 9 DIS 112 FT TO PT WHICH PT IS ON W BDRY OF SD 9 & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN E ON LINE PAR WITH N/L OF LOTS 8 & 9 112 FT TO POB #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 055.XXX) 1700 SLIGO ST**

Nuisance Date: 8/22/2023
Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,437	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	275.00

Shelia Dean
SECRETARY
Marchetta Jarte
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

November 2, 2023

Lot Owner: **HOLLIE ROBERT**

Address: **361 BREAMWOOD AVE**

City, State, Zip: **MOBILE, AL 36604**

Repeat Group Number: **67** Item # **16**

Lot Description: **LOT 20 AVONDALE MBK 4 PG 634 #SEC 44 T4S R1W #MP29 02 44 0 022 (29 02 44 0 022 258.XXX) 2052 AVONDALE CT**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,909	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

Sheila Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **BOURASSA DIANE W**

Address: **2515 FARNELL DR**

City, State, Zip: **MOBILE, AL 36605-2711**

Repeat Group Number: **67** Item # **17**

Lot Description: **LOT 237 GULF MANOR 2ND ADD MBK 9 P 121 #SEC 36 T5S R1W #MP32 03 36 0 002 (32 03 36 0 002 067.XXX) 2515 FARNELL DR**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		12,661	$	0.0125	$	158.26
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	35	$	7.00	$	245.00
		Total Project Cost:			$	553.26

Sheila Decree
SECRETARY

Marchetta Jule
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

November 2, 2023

Lot Owner: **AUSBAMA PROPERTY LLC**

Address: **1050 GLENBROOK WAY STE 480**

City, State, Zip: **HENDERSONVILLE, TN 37075**

Repeat Group Number: **67** Item # **18**

Lot Description: **LOT 24 1ST UNIT ALPINE PARK MBK 10 P 231 #SEC 10 T4S R2W #MP28 02 10 4 000 (28 02 10 4 000 075.XXX) 903 DAVID LANGAN DR W**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,612	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	25	$	7.00	$	175.00
		Total Project Cost:			$	456.00

Shelia Pear
SECRETARY

Maychetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **67** Item # **19**

Lot Description: **LOT H RESUB LOTS 19-24 BLK 22 BON AIR DBK 156/530 #SEC 02 T5S R3W #MP34 01 02 0 001 (29 10 28 3 003 052.XXX) 718 JOHNSTON AVE**

Nuisance Date: 8/22/2023
Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,612	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	25	$	7.00	$	175.00
		Total Project Cost:			$	456.00

Shelia Dean
SECRETARY
Matthew Towle
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **KINDRED MARTHA JEAN**

Address: **4905 INDIAN VALLEY RD**

City, State, Zip: **BIRMINGHAM, AL 35244**

Repeat Group Number: **67** Item # **20**

Lot Description: **LOTS 38 & 39 BLK F MAYFAIR HILLS MBK 3/525-7 #SEC 27 T4S R2W #MP28 08 27 1 000 (28 08 27 1 000 101.XXX) 280 CARNATION ST**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,032	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

Margaretta Scott
INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 67** 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

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **November 2, 2023**

SUBJECT: REPEAT WEED LIEN GROUP **G-67**

Attached, please find Assessment Lists for Repeat Weed Lien Group **G-67** to Acts of Alabama Number **2015-115** adopted **May 6, 2015** and Municipal Ordinance Number **65-048**, adopted **December 5, 2017** the following Resolution Dates is established:

LETTERS SENT OUT TO NUISANCE PROPERTY OWNERS' DATE: 8/22/2023
NUISANCE ASSESSMENT OF LOTS DATE: 11/8/2023

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**********

ABATEMENT PHOTO DATE: 9/1/2023

Copy to: Marchetta Taite

	REPEAT WEED LIEN							
	GROUP 67						Res. No.	
8/22/2023	1st REPEAT WEED LIEN LETTERS SENT						11-058	
11/8/2023	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST							
			Old SRO	New	Initial	Times	Amount	CBD
Item No.	Address	Dis	Case #	Case #		cut within	Assessed	CBO
1	703 Euclid Ave	5		28789	1/17/2023	1	$ 891.00	
2	1569 Orange St	2		28790	10/5/2021	1	$ 50.00	CBO
3	1552 Orange St	2		28791	7/20/2021	1	$ 50.00	CBO
4	1919 St Stephens Rd	1		28792	8/16/2022	1	$ 282.00	
5	1553 Orange St	2		28793	7/202021	1	$ 380.00	
6	404 Robbins St	2		28795	1/4/20222	1	$ 175.00	
7	405 Robbins St	2		28796	1/4/2022	1	$ 309.00	
8	565 Marcus Dr	5	32570	28797	2/16/2021	3	$ 615.00	
9	854 Marine St	3	26833	28798	11/29/2022	1	$ 529.00	
10	1569 Greenlawn Dr	4	26823	28800	10/25/2022	1	$ 380.00	
11	3817 Landsdowne Cir	4	26258	28802	8/30/2022	3	$ 50.00	CBO
12	714 Euclid Ave	5	15225	28803	11/10/2020	1	$ 50.00	CBO
13	1100 Arlington St	3		28804	7/20/2021	1	$ 345.00	
14	1009 Alba St	3	26701	28805	10/19/2021	3	$ 50.00	CBO
15	1700 Sligo St	2	32219	28807	2/9/2021	1	$ 275.00	
16	2052 Avondale Ct	2	28286	28808	8/16/2022	1	$ 282.00	
17	2515 Farnell Dr	4	28005	28811	6/7/2022	1	$ 553.26	
18	903 David Langan Dr W	7	27183	28812	6/4/2022	1	$ 460.00	
19	718 Johnston Ave	2	31779	28814	9/8/2020	1	$ 456.00	
20	280 Carnation St	5	27141	28816	11/22/1978	1	$ 50.00	CBO
	Total						$ 6,232.26	

District total for this group	
1	1
2	8
3	3
4	3
5	4
6	0
7	1
	20

Numbers of lots cut	
1	13
2	0
3	1
4	0
5	0
6	0
7	0
	14

*CBO Cut By Owner

*N/A Taken out by Inspector

*ADD Added in from other Groups

Amy Lackson 11/3/2023

Marchetta Dante 11/3/2023

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

November 2, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **67** Item # **1**

Lot Description: **LOT 2 BLK 14 BON AIR ESTS DBK 156 P 374 #SEC 29 T4S R1W #MP29 09 29 4 001 (29 09 29 4 001 105.XXX) 703 EUCLID AVE**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,500	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		7	$	3.00	$	21.00
Debris Removal	Cubic Yard	85	$	7.00	$	595.00
		Total Project Cost:			$	891.00

Sheila Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

November 2, 2023

Lot Owner: **DAVIS PAUL G**

Address: **1515 ORANGE ST**

City, State, Zip: **MOBILE, AL 36605-4844**

Repeat Group Number: **67** Item # **2**

Lot Description: **LOT 10 BLK 4 TROPICAL PL DBK 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 005 (29 10 28 4 005 022.XXX) 1569 ORANGE ST**

Nuisance Date: 8/22/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,067	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **STOKES CLEVELAND & BERNICE**

Address: **1073 JOY LANE**

City, State, Zip: **MOBILE, AL 36617**

Repeat Group Number: **67** Item # **3**

Lot Description: **LOT 2 BLK 5 TROPICAL PL DBK 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 004 (29 10 28 4 004 106.XXX) 1552 ORANGE ST**

Nuisance Date: 8/22/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,708	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dear
SECRETARY

Marchetta Waite
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **JOHNSON ARTHUR & PEARLIE D**

Address: **507 LABRADOR WAY**

City, State, Zip: **SUISUN CITY, CA 94585**

Repeat Group Number: **67** Item # **4**

Lot Description: **BEGINNING AT THE SOUTHWEST CORNER OF ST STEPHENS ROAD AND ANDREWS STREET THEN RUN SOUTHERLY ALONG THE WEST LINE OF SAID ST STEPHENS ROAD 47 FT THEN SOUTHWESTERLY 200 FT THEN NORTHERLY 31 FT THEN NORTHEASTERLY 200 FT TO THE POINT OF BEGINNING. (29 02 44 0 033 039.XXX) 1919 ST STEPHENS RD**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,998	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

Sheila Deese
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **HILL ROBERT & LAURETTA L**
C/O LAWRENCE W HILL

Address: **221 GLENSHIRE DR**

City, State, Zip: **COLUMBIA, SC 29203**

Repeat Group Number: **67** Item # **5**

Lot Description: **LOT 2 BLK 4 RICHARD SUB TROPICAL PLACE DBK 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 005 (29 10 28 4 005 014.XXX) 1553 ORANGE ST**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,439	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	15	$	7.00	$	105.00
		Total Project Cost:			$	380.00

Sheila Dean
SECRETARY

Marchette Coate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **SONS REAL ESTATE INV**

Address: **107 CHATHAM ST**

City, State, Zip: **MOBILE, AL 36604-3011**

Repeat Group Number: **67** Item # **6**

Lot Description: **LOT 8 BLK 1 LAFAYETTE HGTS DBK 133 P 420 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 378.XXX) 404 ROBBINS ST**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,344	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
	Total Project Cost:				$	175.00

Sheila Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **MAX DEVELOPMENTS INC**

Address: **512 WILLIAMS ST**

City, State, Zip: **MOBILE, AL 36606-1544**

Repeat Group Number: **67** Item # **7**

Lot Description: **LOT 3 BLK 3 LAFAYETTE HGTS DBK 133 NS P 420 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 362.XXX) 405 ROBBINS ST**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,765	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	4	$	7.00	$	28.00
		Total Project Cost:			$	309.00

Shelia Dean
SECRETARY

Marchetta Lute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **COLE ROBERTS III**

Address: **4365 WOODRUFF DR**

City, State, Zip: **EIGHT MILE, AL 36613**

Repeat Group Number: **67** Item # **8**

Lot Description: **LOT 18 MONTCLIFF UNIT 4 MBK 15 PG 60 #SEC 36 T4S R2W #MP28 07 36 2 000 (28 07 36 2 000 051.XXX) 565 MARCUS DR**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,378	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	3	$	100.00	$	300.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	20	$	7.00	$	140.00
		Total Project Cost:			$	615.00

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2,2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **67** Item # **9**

Lot Description: **LOT 3 BLK 4 WILSONS 2ND ADD DBK 80 PG 190 #SEC 37 T4S R1W #MP29 10 37 0 004 (29 10 37 0 004 028.XXX) 854 MARINE ST**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,700	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		3	$	3.00	$	9.00
Debris Removal	Cubic Yard	35	$	7.00	$	245.00
		Total Project Cost:			$	529.00

Shelia Dean
SECRETARY

Marchetta Tate
INSPECTOR

Jamy Baker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **HASTINGS BRIAN L & ANGELA G**

Address: **28 BRIARWOOD LN**

City, State, Zip: **SATSUMA, AL 36572**

Repeat Group Number: **67** Item # **10**

Lot Description: **LOT 91 1ST UNIT MORNINGSIDE MANOR MBK 6 P 431 #SEC 06 T5S R1W #MP32 02 06 0 001 (32 02 06 0 001 177.XXX) 1569 GREENLAWN DR**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,775	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	15	$	7.00	$	105.00
		Total Project Cost:			$	380.00

Shelia Deon
SECRETARY

Marchetta Waite
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

November 2, 2023

Lot Owner: **NELSON WARREN C**

Address: **3817 LANSDOWNE CIR**

City, State, Zip: **MOBILE, AL 36693**

Repeat Group Number: **67** Item # **11**

Lot Description: **LOT 58 LANSDOWNE SUB UNIT 1 MBK 21 P 90 #SEC 15 T5S R2W #MP33 05 15 1 000 (33 05 15 1 000 105.XXX) 3817 LANSDOWNE CIR**

Nuisance Date: 8/22/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft	11,064	0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Deans
SECRETARY

Marchetta Jones
INSPECTOR

Gary Fowler
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **NATIONAL ASSET INVESTMENTS LLC**

C/O MOHANA RAO KANITHI

Address: **12929 TERRACE SPRINGS DR**

City, State, Zip: **TEMPLE TERRACE, FL 33637**

Repeat Group Number: **67** Item # **12**

Lot Description: **LOT 8 BLK 34 BON AIR ESTS DBK 156 P 374 #SEC 29 T4S R1W #MP29 09 29 4 001 (29 09 29 4 001 070.XXX) 714 EUCLID AVE**

Nuisance Date: 8/22/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,384	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **MCCARROLL KINETA**

Address: **1204 COUNTRY RD #25**

City, State, Zip: **ABBEYVILLE, AL 36310**

Repeat Group Number: **67** Item # **13**

Lot Description: **LOT 6 BLOCK 4 BASCOMBE TRACT DBK 128 PG 1 #SEC 34 T4S R1W #MP29 11 34 1 002 (29 11 34 1 002 026.XXX) 1100 ARLINGTON ST**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,027	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	10	$	7.00	$	70.00
		Total Project Cost:			$	345.00

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **SQUARE RACHEL J**

Address: **1009 ALBA ST**

City, State, Zip: **MOBILE, AL 36605**

Repeat Group Number: **67** Item # **14**

Lot Description: **LOT 48 BLOCK 1 ARLINGTON SUB DBK 156 P 196 #SEC 34 T4S R1W #MP29 11 34 1 001 (29 11 34 1 001 080.XXX) 1009 ALBA ST**

Nuisance Date: 8/22/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,293	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

Marchetta Jute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **67** Item # **15**

Lot Description: **THAT PART OF LOTS 8 & 9 BLK 15 TOULMIN TRT DBK 112 PG 175 DESC AS FOLL FOR POB COMG AT SE COR OF LOT 8 & FROM PT RUN N 56 FT ALG E BDRY OF LOT 8 & W BDRY OF BRUSSELLS ST TO PT & FROM SD PT RUN W ON LINE PAR WITH N BDRIES OF LOT 8 & 9 DIS 112 FT TO PT WHICH PT IS ON W BDRY OF SD 9 & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN E ON LINE PAR WITH N/L OF LOTS 8 & 9 112 FT TO POB #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 055.XXX) 1700 SLIGO ST**

Nuisance Date: 8/22/2023
Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,437	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	275.00

Shelia Dean
SECRETARY
Marchetta Davis
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **HOLLIE ROBERT**

Address: **361 BREAMWOOD AVE**

City, State, Zip: **MOBILE, AL 36604**

Repeat Group Number: **67** Item # **16**

Lot Description: **LOT 20 AVONDALE MBK 4 PG 634 #SEC 44 T4S R1W #MP29 02 44 0 022 (29 02 44 0 022 258.XXX) 2052 AVONDALE CT**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,909	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **BOURASSA DIANE W**

Address: **2515 FARNELL DR**

City, State, Zip: **MOBILE, AL 36605-2711**

Repeat Group Number: **67** Item # **17**

Lot Description: **LOT 237 GULF MANOR 2ND ADD MBK 9 P 121 #SEC 36 T5S R1W #MP32 03 36 0 002 (32 03 36 0 002 067.XXX) 2515 FARNELL DR**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		12,661	$	0.0125	$	158.26
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	35	$	7.00	$	245.00
		Total Project Cost:			$	553.26

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **AUSBAMA PROPERTY LLC**

Address: **1050 GLENBROOK WAY STE 480**

City, State, Zip: **HENDERSONVILLE, TN 37075**

Repeat Group Number: **67** Item # **18**

Lot Description: **LOT 24 1ST UNIT ALPINE PARK MBK 10 P 231 #SEC 10 T4S R2W #MP28 02 10 4 000 (28 02 10 4 000 075.XXX) 903 DAVID LANGAN DR W**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,612	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	25	$	7.00	$	175.00
		Total Project Cost:			$	456.00

Shelia Pearson
SECRETARY

Marchetta Foute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **67** Item # **19**

Lot Description: **LOT H RESUB LOTS 19-24 BLK 22 BON AIR DBK 156/530 #SEC 02 T5S R3W #MP34 01 02 0 001 (29 10 28 3 003 052.XXX) 718 JOHNSTON AVE**

Nuisance Date: 8/22/2023
Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,612	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	25	$	7.00	$	175.00
		Total Project Cost:			$	456.00

Shelia Dean
SECRETARY
Mayhetta Towle
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 2, 2023

Lot Owner: **KINDRED MARTHA JEAN**

Address: **4905 INDIAN VALLEY RD**

City, State, Zip: **BIRMINGHAM, AL 35244**

Repeat Group Number: **67** Item # **20**

Lot Description: **LOTS 38 & 39 BLK F MAYFAIR HILLS MBK 3/525-7 #SEC 27 T4S R2W #MP28 08 27 1 000 (28 08 27 1 000 101.XXX) 280 CARNATION ST**

Nuisance Date: 8/22/2023

Date lot was cut: 10/30/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,032	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

INSPECTOR

SUPERVISOR

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Councilmember Ben Reynolds

Purpose and Scope of Project:
Funds will be used to assist with the 4th Annual Boyington Oak Festival on May 4-5, 2024.

Amount of Contract:
$1,000.00

Funding Source

Project # DSC-04/10041020-42080 **Discretionary Funds** DSC-04

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - BOYINGTON OAK SOCIETY, INC	Cover Memo	10/27/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/27/2023 - 10:18 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Ben Reynolds

WHEREAS, Councilmember Reynolds wishes to appropriate $1,000.00, to Boyington Oak Society, from his discretionary funds; and

WHEREAS, Boyington Oak Society, 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 Boyington Oak Society, Inc., will be used to assist with the 4th Annual Boyington Oak Festival on May 4-5, 2024, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of $1,000.00 to Boyington Oak Society, 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:11/8/2023

Submitted by:

DONNA G. BRYARS, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN
COUNCILMEMBER JOEL DAVES

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE 10TH ANNUAL PROJECT HOMELESS CONNECT EVENT ON FRIDAY, JANUARY 26, 2024.

Amount of Contract:

$3,000.00 (DSC-01/$1,500.00 & DSC-05/$1,500.00)

Funding Source

Project # DSC-01/10041020-42080 & DSC-05/10041020-42080

Discretionary Funds DSC-01 & DSC-05

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - HOUSING FIRST, INC.	Cover Memo	11/1/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	11/1/2023 - 11:55 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*
Councilmember Joel Daves

WHEREAS, *Councilmember Penn wishes to appropriate **$1,500.00** and Councilmember Daves wishes to appropriate **$1,500.00 (TOTAL: $3,000.00)**, and to Housing First, Inc., from their discretionary funds*; and

WHEREAS, *Housing First, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Housing First, Inc.*, will be used to assist with its 10th Annual Project Homeless Connect event on Friday, January 26, 2024*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$3,000.00** to Housing First, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Submitted by:

DONNA G. BRYARS, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

TO ASSIST WITH THE COST OF THE REMAINING LAWN SERVICES FOR THE MAGNOLIA GROVE PARKWAY FROM NOVEMBER 2023 THROUGH SEPTEMBER 2024 (END OF FY24).

Amount of Contract:

$6,000.00

Funding Source

Project # DSC-07/10041020-42080 **Discretionary Funds** DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - THE COURTYARDS AT MAGNOLIA GROVE PROPERTY OWNERS ASSOCIATION, INC.	Cover Memo	11/2/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	11/2/2023 - 10:48 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **$6,000.00,** and to The Courtyards at Magnolia Grove Property Owners Association, Inc., from her discretionary funds*; and

WHEREAS, *The Courtyards at Magnolia Grove Property Owners Association, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to The Courtyards at Magnolia Grove Property Owners Association, Inc.*, will be used to assist with the cost of remaining lawn services for the Magnolia Grove Parkway from November 2023 through September 2024 (end of FY24)*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$6,000.00** to The Courtyards at Magnolia Grove Property Owners Association, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	11/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/7/2023 - 12:10 PM

09-1241 **2023**

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn, Councilmember William Carroll, Councilmember C.J. Small, Councilmember Ben Reynolds, Councilmember Joel Daves, Councilmember Josh Woods, and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Resolution #09-1096, adopted September 26, 2023, transferring funds from Districts 1, 2, 3, 4, 5, 6, and 7's Fiscal Year 2023 Discretionary Projects (10041020) to Districts 1, 2, 3, 4, 5, 6, and 7's Fiscal Year 2023 Priority Project Capital Projects (20002000) be declared null and void and rescinded in its entirety because the amounts stated were incorrect.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

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	11/7/2023 - 12:12 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide drawings in the renovation of the restroom to classrooms & minor renovation of the existing stage area to include adding a handicapped chair lift at the Springhill Recreation Center

Amount of Contract:

$20,000.00

Funding Source

Project # Springhill Recreation Center - Stage & Classroom Improvements PR-087-23 — **Discretionary Funds**

Project String C0785 CIP Pk Springhill Rec Ctr Imprv CIP:2023-P-006 (20002000-42200) — **Contract Number:**4757

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-087-23 Springhill Recreation Center - Stage & Classroom Improvements	Cover Memo	10/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	10/26/2023 - 1:56 PM
Capital	Rhodes, Brenda	Approved	10/30/2023 - 12:42 PM

Legal	Kern, Chris	Approved	11/2/2023 - 10:39 AM
Mayors Office	Montgomery, Brandi	Approved	11/2/2023 - 2:38 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a 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:	GANT GROUP & ASSOCIATES, LLC
Project Name:	SPRINGHILL RECREATION CENTER – STAGE AND CLASSROOM IMPROVEMENTS
Project Number:	PR-087-23
Amount:	$20,000.00 (**CIP:2023-P-006**)

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP PK SPRINGHILL REC CTR IMPRV

CAPITAL PROJECT #: C0785 CIP:2023-P-006 (20002000-42200)

CONTRACT AMOUNT: $20,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-087-23

PROJECT DESCRIPTION: TO PROVIDE DRAWINGS IN THE RENOVATION OF THE RESTROOM TO CLASSROOMS & MINOR RENOVATION OF THE EXISTING STAGE AREA TO INCLUDE ADDING A HANDICAPPED CHAIR LIFT AT THE SPRINGHILL RECREATION CENTER (1151 SPRINGHILL AVENUE).

VENDOR NAME: GANT GROUP & ASSOCIATES, LLC

VENDOR NUMBER: 297024

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 ___ 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: Katie Cassil – Secretary III **Date:** 10/23/2023

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____ day of _____ 2023.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Consultant: Gant Group & Associates, LLC
656 Dauphin Street
Mobile, Alabama 36602

City of Mobile Business License No.: 112921
Secretary of State Registration No.: 000-542-507

For the following Project: Springhill Recreation Center –
Stage & Classroom Improvements
1151 Springhill Avenue
Mobile, Alabama 36604

Project Number: PR-087-23

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE

1.1.1 The Consultant's services consist of those described herewith for a sum not to exceed Twenty Thousand and 00/100 Dollars ($20,000.00) as outlined in the Consultant's Proposal.

1.1.2 The Consultant's services shall be as stated in the attached Proposal dated September 20, 2023.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

1.1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Architectural Engineering or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE

Firm Name:	Gant Group & Associates, LLC
Address:	656 Dauphin Street
	Mobile, Alabama 36602
Telephone Number:	(251) 229-6262
Email address:	jrod@gantllc.com
Name:	Joseph W. Rodrigues, R.A., NCARB
License No.:	8202

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall deliver the Work complete within sixty (60) calendar days from the date of the written Notice to Proceed. Deliverables shall be three (3) sets of original sealed Documents, along with Electronic Digital Format files for all documents, Word format documents and drawings and other applicable documents in AutoCAD format.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 INDEMNIFICATION: The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a

sub-consultant or supplier that is committed by Consultant or the Consultant's agent, Consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

3.1.5 STANDARD OF PERFORMANCE: Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with attached City of Mobile Insurance Requirements. If the Certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant'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.

3.1.8 Payments will be made to the Consultant in accordance with the attached consultant's proposal.

4.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, dated September 20, 2023;
3. City of Mobile Subcontracting and Major Supplier Plan;
4. Secretary of State Entity Documentation;

5. E-Verify Documentation; and
6. Certificate of Insurance with Endorsements.

5.1 DISPUTE RESOLUTION

5.1.1 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.

5.1.2 This Agreement shall be governed by the Laws of the State of Alabama and the appropriate venue for any actions out of this Agreement shall be Mobile. Alabama.

6.1 NON-DISCRIMINATION

A. Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all consultants performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subconsultants 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. Consultants shall abide by provisions of Mobile Ordinances #02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

7.1 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."

8.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES:

By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

9.1 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.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONSULTANT: Gant Group & Associates, LLC

By Signature

Carlos Gant, Owner
Printed Name and Title

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 **Carlos Gant** as **Owner of Gant Group & Associates 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 _____.

Sworn to and subscribed for me this 6 day of October, 2023.

NOTARY PUBLIC
My Commission Expires: July 20, 2024

JOE L. MARTIN, JR.
My Commission Expires
July 20, 2024

GANT
GROUP & ASSOCIATES LLC

Sept 20, 2023

Fr: Joseph W. Rodrigues, R.A., NCARB
656 Dauphin St.
Mobile, AL 36602

To: Roger D. Washington
PO Box 1827
Mobile, AL 36633-1827

Re: **PR-087-23: Springhill Recreation Center - Stage & Classroom Improvements**

May this letter serve as a proposal for Architectural & Engineering services for the preparation of permit drawings and the necessary bidding / construction administration support for the renovation of the stage & classroom improvements you have requested. The following is a list of understandings concerning the project:

1. Gant Group & Associates, LLC (GGA) will provide drawings and permit documents necessary in acquiring a building permit from the city of Mobile, AL. Should the permit department require corrections or adjustments, these would be made at no cost to the owner. The Architect does not provide Civil Engineering design or landscape design. Plumbing, Electrical, and Mechanical drawings are provided in sufficient detail to obtain the building permits. If it is required that civil, landscape, is required then the fee will have to be adjusted for their costs.

2. GGA will provide drawings necessary for use by the City of Mobile in the renovation of the restroom to classrooms and minor renovation s of the existing stage area to include adding a handicapped chair lift. The target construction budget given is $200,000 – $250,000. GGA's fee will assume a construction budget of $250,000. Additional parameters for the renovation shall include, but not be limited to the following:
   a. Replacement of existing windows
   b. Paint interior walls and ceiling of the stage area
   c. Refinish stage flooring.
   d. Demolition of non-loadbearing walls.
   e. Provide upgrades to electrical, plumbing and HVAC.

3. These drawings will also contain detailed information such as paint colors, refinish flooring types, cabinet designs, as selected by the owner during the design process.

4. At completion of the permit review, 2 full size (24"x36") copies will be provided free of charge as well as 2 sets of specifications (if not included on the drawings). GGA will also provide a pdf digital copy along with AutoCadd copies of the project. Any additional hard copies provided by GGA will be charged to the owner at cost.

5. GGA will perform as required any construction administrative services in support of the project and will answer questions pertaining to the drawings provided by GGA.

6. The total fee for the drawing and Construction administration support services is: $20,000.

7. Note: Fee determined by calculating 8% of the overall proposed budget as determined per the Alabama Building Commission Basic fee rate schedule.

8. GGA liability for Errors and Omissions is limited to the fee amount of this contract for services.

Respectfully Submitted,

Joseph W. Rodrigues, R.A., NCARB

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-087-23 Current Date 9 / 27 / 23

Project Description Springhill Community Center Architectural Renovation

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

This project consist of the renovation of the current men's and women's locker rooms to be converted into training rooms.

Minor upgrades to the community center stage will also be included in the scope.

ALSO NOTE THAT THE DESIGN CONSULTANT, GANT GROUP & ASSOCIATES IS A REGISTERED DBE COMPANY.

Requested By (Department Director)

(Signature) Dir. of REAM (Title) 9/27/2023 (Date)

251.208.7627
Telephone Number

boatwright@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature) Supplier Diversity Manager (Title) 9/27/2023 (Date)

Approved By (CAO)

Alabama Secretary of State

Gant Group & Associates, LLC	
Entity ID Number	000 - 542 - 507
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/31/2019
Registered Agent Name	GANT, CARLOS R
Registered Office Street Address	2559 SPRING HILL AVE MOBILE, AL 36607
Registered Office Mailing Address	2559 SPRING HILL AVE MOBILE, AL 36607
Nature of Business	

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue.
If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	2020

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	02/11/2019 Certificate of Formation 3 pgs.

New Search

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2293142

Approved by:

Employer	
Gant Group & Associates, LLC	
Name (Please Type or Print) Carlos Gant	**Title**
Signature Electronically Signed	**Date** 10/10/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 10/10/2023

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2293142

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Gant Group & Associates, LLC
Company Facility Address	656 Dauphin Street Mobile, AL 36602
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	834405107
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

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

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:	
Insureon, Division of Specialty Program Group LLC / DBA SPG Insurance Solutions LLC in CA 203 N. LaSalle St., 20th Floor, Chicago, IL 60601	PHONE (A/C, No, Ext): (800) 688-1984	FAX (A/C, No): 312-690-4123
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Gant Group and Associates, LLC 656 Dauphin St, Mobile, AL, 36602-1710	INSURER A: Beazley Insurance Company Inc.	37540
	INSURER B: Sentinel Insurance Company, Limited	11000
	INSURER C: Twin City Fire Insurance Company	29459
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY PRO-JECT LOC OTHER:	Yes	Yes	46SBMUM7301	5/29/2023	5/29/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS	Yes	Yes	46SBMUM7301	5/29/2023	5/29/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		46WECAP3814	5/29/2023	5/29/2024	✓ PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability (Errors and Omissions)			C18A72210601	11/8/2022	11/8/2023	Occurrence/Aggregate	$1,000,000 / $2,000,000

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

City of Mobile Architectural Engineering Department is named as Additional Insured as their interests may appear in regards to General Liability when required by written contract. This insurance is primary and non-contributory to any other insurance provided as respects general liability coverage. Waiver of subrogation in favor of the certificate holder with regard to the general liability coverage.

CERTIFICATE HOLDER

City of Mobile Architectural Engineering Department
P.O. Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

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:11/8/2023

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]

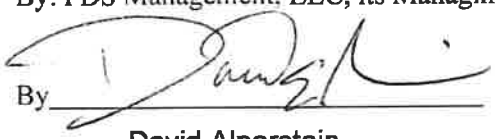
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

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

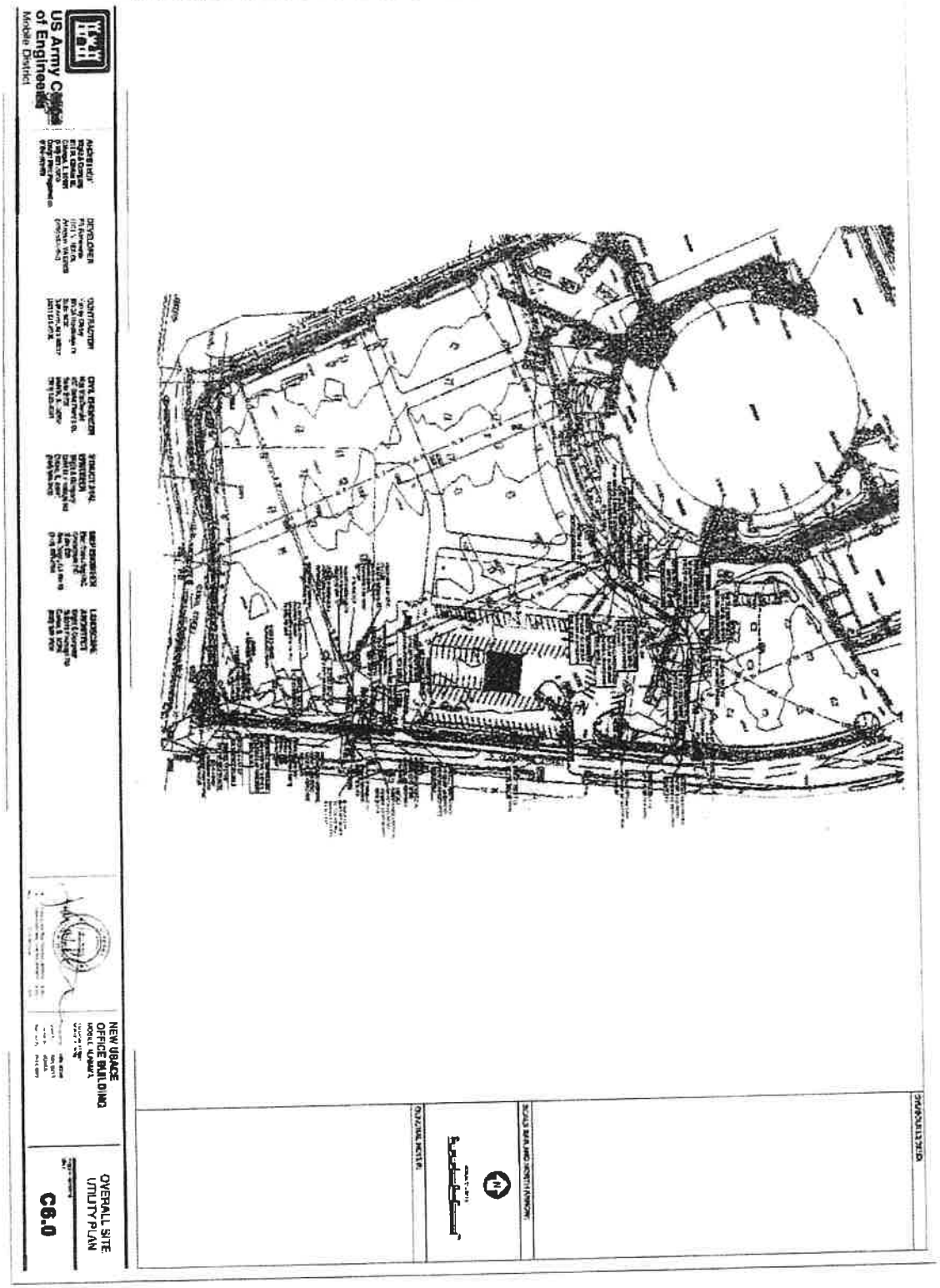
CONCRETE MONUMENT; THENCE RUN SOUTH 05°-46'-27" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 229.94 FEET TO A NAIL & DISK (WATTIER) IN CONCRETE; THENCE RUN NORTH 88°-13'-53" WEST A DISTANCE OF 226.90 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN WESTWARDLY ALONG THE ARC OF A CURVE TO THE LEFT (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.

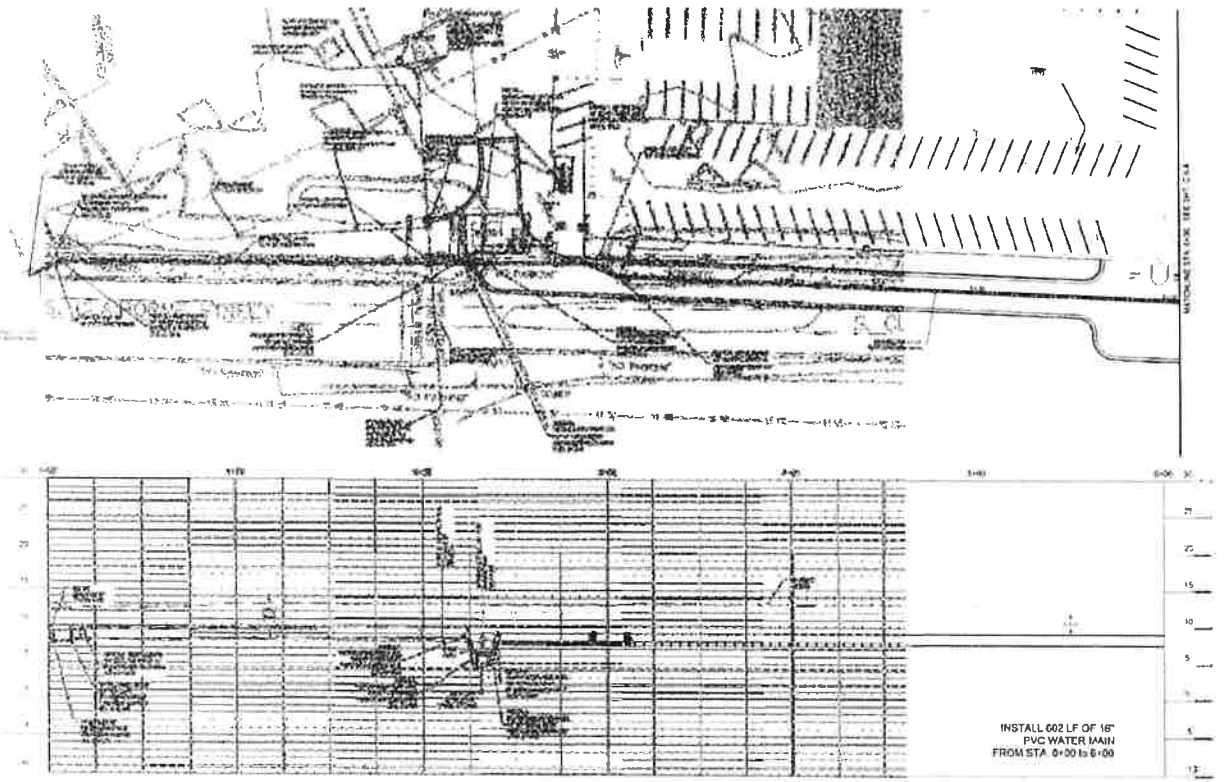
SUBJECT TO THE FOLLOWING AREA RESERVED TO GRANTOR (DESCRIBING A PORTION OF THE ACCESS EASEMENT):

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



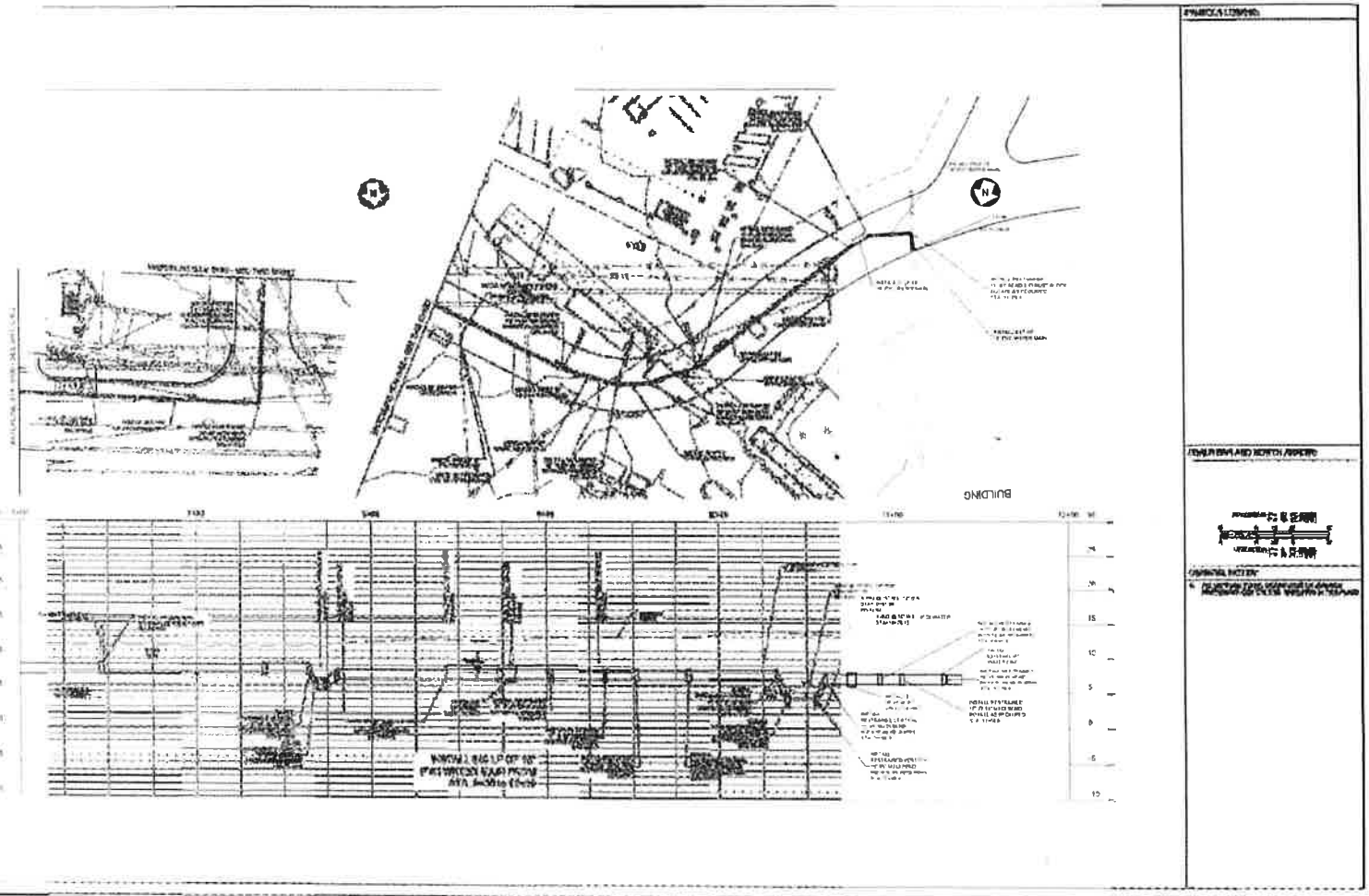


US Army Corps of Engineers
Mobile District

NEW LIBRARY
OFFICE BUILDING

PHASE II UTILITY
PLAN AND PROFILE
- CALHOUN ST.

C6.3



US Army Corps of Engineers
Mobile District

NEW NRACE OFFICE BUILDING

PHASE II UTILITY PLAN AND PROFILE - GWO CENTER

C5.4

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:11/8/2023

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:11/8/2023

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	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45020.
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	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
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 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	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 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	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 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 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 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	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 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 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 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	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 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 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 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	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 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 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. MOTOR POOL EXP FUEL	23315.25	

***** 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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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

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

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

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

_____
Margin Price per Gallon

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

_____
Margin Price per Gallon

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

_____
Margin Price per Gallon

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

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

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

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

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

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

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

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

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

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

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

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

TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page_____ of _____

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

State any special conditions or ordering instructions:

No Bid Bond is required.

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

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

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

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

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

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

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

ITEM BASIS AWARD

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

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

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

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

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

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID # 5845
FUEL (DIESEL)
18 OCT 2023
12:01 PM

	CAMPBELL OIL COMPANY	DAVISON FUELS + OIL	INDIGO ENERGY	MANSFIELD OIL COMPANY .0060 TERMS DISCOUNT	PETROLEUM TRADERS CORPORATION	RETIF OIL + FUEL, LLC	SARATOGA RACK MARKETING
MARGIN PRICE PER GALLON	.0087	.0350	.0521	.1035 .0975 WITH TERMS DISCOUNT	.0665	.0389	.0091

ADDENDUM

October 6, 2023

RE: City of Mobile Bid #5845 for Fuel

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

Attached are questions and additional information on this bid.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 007

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

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

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

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

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

FUEL

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

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

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

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

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

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

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

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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

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

PRICING:

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

_____
Margin Price per Gallon

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

State any special conditions or ordering instructions:

_____

No Bid Bond is required.

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

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

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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

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

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

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

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	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
DOGWOOD PRODUCTIONS INC	MIT
757 GOVERNMENT STREET	651 CHURCH STREET
	MOBILE, AL 36602
MOBILE, AL 36602	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#251-476-0858	Delivery Reference
Fax 251-479-0364	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	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
DOGWOOD PRODUCTIONS INC	MIT
757 GOVERNMENT STREET	651 CHURCH STREET
	MOBILE, AL 36602
MOBILE, AL 36602	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#251-476-0858	Delivery Reference
Fax 251-479-0364	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:11/8/2023

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	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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
	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:	1.00 EACH	90550.00000	90550.00
	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	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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 2

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
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:11/8/2023

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

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:11/8/2023

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:

_____
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 TREE	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, DISPOSABLE, 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 9333131	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:11/8/2023

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:11/8/2023

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

\\CITYLAWSRV\Cycom\WPDocs\D001\P005\00120817.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

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

\\CITYLAWSRV\Cycom\WPDocs\D031\P003\00120795.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/2/2023 - 1:21 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification of a Previously Approved Planned Unit Development for Property Located at 161 Dogwood Lane

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 12th day of December, 2023, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planned Unit Development for property located at 161 Dogwood Lane.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on May 20, 2021 to allow a parking lot expansion and multiple buildings on a single building site for an existing church school on property located at 161 Dogwood Lane and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET,

MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S-R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 48 ACRES, MORE OR LESS.

WHEREAS, the owner of said property applied for a major modification of the PUD on May 15, 2023 to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested modification on June 15, 2023 and recommended approval of the major modification of the PUD subject to the following condition: 1) Full compliance with all municipal codes and ordinances;

WHEREAS, the City Council finds that the proposed modification:

Is consistent with all applicable requirements of Chapter 64;
Is compatible with the character of the surrounding neighborhood;
Will not impede the orderly development and improvement of surrounding property;

Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;

Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;

Will not be detrimental or endanger the public health, safety or general welfare; and

That the proposed modification is in the City's and the larger community's best interests.

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

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

1) Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 12th day of December, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 15th day of November, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 161 Dogwood Lane.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on May 20, 2021. The owner of said property has applied for a modification of the PUD to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District. If approved, the modification will allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District subject to the following proposed condition: 1) Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development (PUD) was approved on May 20, 2021 to allow a parking lot expansion and multiple buildings on a single building site for an existing church school on property located at 161 Dogwood Lane and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S-R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 48 ACRES, MORE OR LESS.

WHEREAS, the owner of said property applied for a major modification of the PUD on May 15, 2023 to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested modification on June 15, 2023 and recommended approval of the major modification of the PUD subject to the following condition: 1) Full compliance with all municipal codes and ordinances;

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of Chapter 64;

b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
g. Will not be detrimental or endanger the public health, safety or general welfare; and
h. That the proposed modification is in the City's and the larger community's best interests.

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

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

1) Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

St. Paul's Episcopal School (McCrory & Williams, Agent)
161 Dogwood Lane
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 2, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of June 15, 2023 considered the request of St. Paul's Episcopal School (McCrory & Williams, Agent), for a Major Modification of a Previously Approved Planned Unit Development (PUD) to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District for the property located at 161 Dogwood Lane.

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

1) Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 27, 2023

Laura M. Davis
McCrory & Williams, Inc.
3207 International Drive
Mobile, Alabama 36606

Re: **161 DOGWOOD LANE**
MOD-002524-2023
St. Paul's Girls Softball Field Locker Room
St. Paul's Episcopal School, McCrory & Williams
District 7
Modification of a previously approved Planned Unit Development to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District.

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

At its meeting on June 15, 2023, the Planning Commission considered the above referenced application.

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

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

As such, the Planning Commission voted to recommend Approval of the Major PUD subject to the following conditions:

1. **Full compliance with all municipal codes and ordinances.**

After you have obtained all the necessary approval signatures and the plat has been recorded in the Mobile County Probate Office, **five** copies of the recorded plat (including instrument number) must be submitted to the Planning and Zoning Department office. This procedure must be completed within one (1) year, or the Tentative Approval will expire.

Please also submit a CAD compatible (DXF) digital copy of the final plat to the Planning and Zoning Department office once the plat has been submitted to Probate for recording. This may be submitted on disk, flash drive, memory stick, or via e-mail to planning@cityofmobile.org.

The advertising fee for this application based on the current legal description is $542.26. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Bert Hoffman
Deputy Director of Long-Range Planning

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE

Re: **161 Dogwood Lane**
St. Paul's Girls Softball Field Locker Room
MOD-002524-2023
St. Paul's Episcopal School, McCrory & Williams, Agent
District 7
Modification of a previously approved Planned Unit Development to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 15, 2023, at 2:00 p.m.** to consider your above referenced application.

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, June 14, 2023,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE

Re: **161 Dogwood Lane**
St. Paul's Girls Softball Field Locker Room
MOD-002524-2023
St. Paul's Episcopal School, McCrory & Williams, Agent
District 7
Modification of a previously approved Planned Unit Development to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 15, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, June 14, 2023,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedures limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

MOD-002524-2023

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B

☐ **Planned Development** Checklist C

■ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	St. Paul's Episcopal School	
Firm:	Attn: Pam Andrews	
Phone:	(251) 342-6700	
Email:	PAndrews@stpaulsmobile.net	
Address:	161 Dogwood Lane Mobile, AL 36608	

	Owner	Design Professional
Name:	See attached sheet	Don Whittington
Firm:		McCrory & Williams, Inc.
Phone:		(251) 476-4720
Email:		dwhitt@mcwinc.com
Address:		3207 International Drive, Ste. G, Mobile, AL 36606

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

South side of Old Shell Road on the East side of College Lane to McAlpine Drive — Property Address

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

See attached sheet — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

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

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

This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ■ No Not Applicable

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

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

See attached Letters of Authorization — Owner Signature

Date

Applicant or Agent Signature (if applicable)

05/12/2023 — Date

Don Whittington - McCrory & Williams, Inc.

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

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

See attached Letters of Authorization — Applicant or Agent Signature

Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   St. Paul's has existed and operated as a school for many years. They are requesting to revise the previously approved PUD to allow them to construct a locker room near the softball field. They will continue using the property in the same manner.

   Institutional
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   St. Paul's Episcopal School is a long established school in Mobile and has been operation in an R-1 zoned area for many years. The addition of the proposed locker room will not affect its existing use.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   The proposed locker room will make it easier and safer for the students using the softball field but will not affect the use of the property.

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

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

6. Please provide the following information:

   ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   St. Paul's girls softball field locker room - 13'7" high, 20'x50' footprint.

   ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   building located in the athletic field area. No additional landscaping provided.

   ☐ Lighting:
   Existing softball field lighting.

   ☐ Hours of operation:
   8:00 AM to 9:00 PM

   ☐ Other conditions that are unique to the use of the property:
   In addition to a women's & men's restrooms for venue guests, the girls softball team will have their own locker room and shower.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
   None of the above will apply with the exception of the benefit of having restrooms and shower in close proximity. This will promote public health and general welfare.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   The proposed locker room will make it more convenient and safer for the students using the existing softball field.

PUD
FOR
ST. PAUL'S EPISCOPAL SCHOOL SUBDIVISION

1. OWNERS: ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE, AL 36608

AND

SPRINGHILL COLLEGE
C/O PRESIDENT & FINAANCE OFFICE
4000 DAUPHIN STREET
MOBILE, AL 36608

2. PARCEL NUMBERS: R022806372002070., R022806373000016., R022806372002070.01, R022806373000016.01, R022806373000012., RR022806372002067.001, R022806372002067., R022806372002066., R022806372002065., R022806372002064.001, R022806372002064., R022806373000009., R022806373000010., R022806373000011., R022806373000029., R022806373000019., R022806373000032., R022806373000027., R022806373000020., R022806373000028., R022806373000022., R022806373000022.01, R022806373000023.001, R022806374000057.03, R022806373000024.001, R022806373000026., R022806373000024.

DESCRIPTION OF PUD PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET,

MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S-R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 48 ACRES, MORE OR LESS.

Application Submission
Contact Information

Name of Project St. Paul's Girls Softball Field Locker Room

Address 161 Dogwood Lane

Owner St. Pauls Episcopal School

Address: 161 Dogwood Lane Mobile Al Zip Code 36608

Phone (251) 342-6700 fax _____ Email PAndrews@sttpaulsmobile.net

Authorized Agent McCrory & Williams Inc.

Address 3207 International Dr Mobile Al Zip Code 36606

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

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____
36606

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Laura M. Davis

Laura M. Davis Date: 5/15/23

Signature Print

St. Paul's has existed and operated as a school for many years. They are requesting to revise the previously approved PUD to allow them to construct a locker room near the softball field. They will continue using the property in the same manner.

Springhill College
4000 Dauphin Street
MOBILE , AL 36608

May 5, 2023

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for Springhill College. Documents to include a previously approved revised PUD and previously approved revised Planning Approval to allow for the construction of a new locker room within the St. Paul's Campus.

Sincerely,

Christopher P. Puto Ph.D.

Printed Name of Authorized Representative

Chris P. Puto

Signature

Springhill College
4000 Dauphin Street
MOBILE , AL 36608

May 5, 2023

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for Springhill College. Documents to include a previously approved revised PUD and previously approved revised Planning Approval to allow for the construction of a new locker room within the St. Paul's Campus.

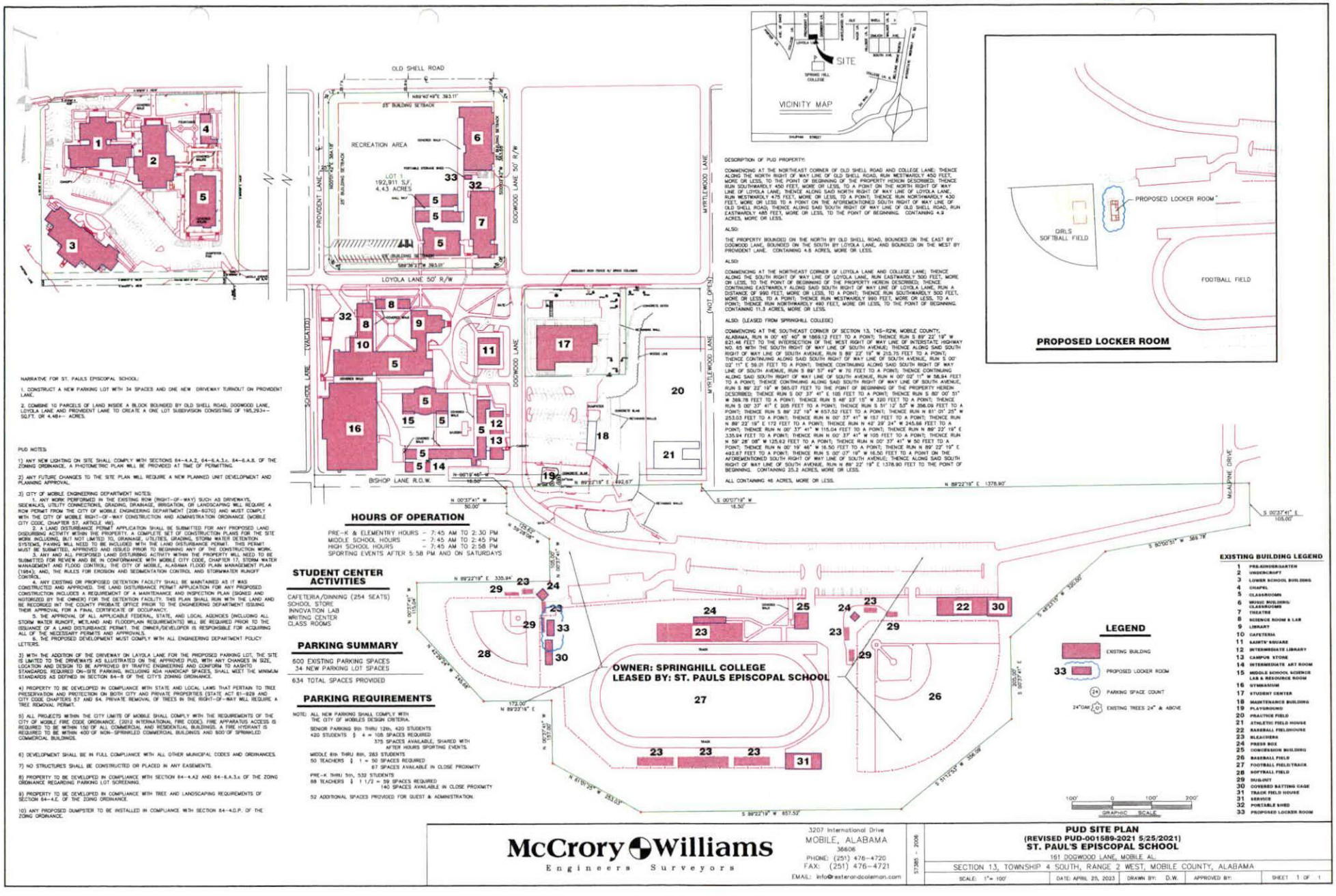
Sincerely,

Pamela R Andrews

Printed Name of Authorized Representative

P. Andrews CFO/COO

Signature



NARRATIVE FOR ST. PAULS EPISCOPAL SCHOOL:

1. CONSTRUCT A NEW PARKING LOT WITH 34 SPACES AND ONE NEW DRIVEWAY TURNOUT ON PROVIDENT LANE.

2. COMBINE 10 PARCELS OF LAND INSIDE A BLOCK BOUNDED BY OLD SHELL ROAD, DOGWOOD LANE, LOYOLA LANE AND PROVIDENT LANE TO CREATE A ONE LOT SUBDIVISION CONSISTING OF 195,253+- SQ.FT. OR 4.48+- ACRES.

PUD NOTES:

1) ANY NEW LIGHTING ON SITE SHALL COMPLY WITH SECTIONS 64-4.A.2, 64-6.A.3.c. 64-6.A.8. OF THE ZONING ORDINANCE. A PHOTOMETRIC PLAN WILL BE PROVIDED AT TIME OF PERMITTING.

2) ANY FUTURE CHANGES TO THE SITE PLAN WILL REQUIRE A NEW PLANNED UNIT DEVELOPMENT AND PLANNING APPROVAL.

3) CITY OF MOBILE ENGINEERING DEPARTMENT NOTES:
1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING DEPARTMENT (208-6270) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS FOR THE SITE WORK INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORMWATER RUNOFF CONTROL.
4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED INT THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
5. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
6. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT POLICY LETTERS.

3) WITH THE ADDITION OF THE DRIVEWAY ON LAYOLA LANE FOR THE PROPOSED PARKING LOT, THE SITE IS LIMITED TO THE DRIVEWAYS AS ILLUSTRATED ON THE APPROVED PUD, WITH ANY CHANGES IN SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITY'S ZONING ORDINANCE.

4) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 81-829 AND CITY CODE CHAPTERS 57 AND 64. PRIVATE REMOVAL OF TREES IN THE RIGHT-OF-WAY WILL REQUIRE A TREE REMOVAL PERMIT.

5) ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE, (2012 INTERNATIONAL FIRE CODE). FIRE APPARATUS ACCESS IS REQUIRED TO BE WITHIN 150' OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF NON-SPRINKLED COMMERCIAL BUILDINGS AND 600' OF SPRINKLED COMMERCIAL BUILDINGS.

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

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

8) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH SECTION 64-4.A.2 AND 64-6.A.3.c OF THE ZOING ORDINANCE REGARDING PARKING LOT SCREENING.

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

10) ANY PROPOSED DUMPSTER TO BE INSTALLED IN COMPLIANCE WITH SECTION 64-4.G.P. OF THE ZOING ORDINANCE.

NOTE: ALL NEW PARKING SHALL COMPLY WITH THE CITY OF MOBILES DESIGN CRITERIA.
SENIOR PARKING 9th THRU 12th, 420 STUDENTS
420 STUDENTS ÷ 4 = 105 SPACES REQUIRED
375 SPACES AVAILABLE, SHARED WITH AFTER HOURS SPORTING EVENTS.
MIDDLE 6th THRU 8th, 263 STUDENTS
50 TEACHERS ÷ 1 = 50 SPACES REQUIRED
67 SPACES AVAILABLE IN CLOSE PROXIMITY
PRE-K THRU 5th, 532 STUDENTS
88 TEACHERS ÷ 1 1/2 = 59 SPACES REQUIRED
140 SPACES AVAILABLE IN CLOSE PROXIMITY
52 ADDITIONAL SPACES PROVIDED FOR GUEST & ADMINISTRATION.

DESCRIPTION OF PUD PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS, TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.8 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

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ALL CONTAINING 46 ACRES, MORE OR LESS.

McCrory Williams
Engineers Surveyors
3207 International Drive
MOBILE, ALABAMA
36606
PHONE: (251) 476-4720
FAX: (251) 476-4721
EMAIL: info@esterondcoleman.com

57385 - 2006

PUD SITE PLAN
(REVISED PUD-001589-2021 5/25/2021)
ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE, MOBILE AL.
SECTION 13, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA

SCALE: 1"= 100'	DATE: APRIL 25, 2023	DRAWN BY: D.W.	APPROVED BY:	SHEET 1 OF 1

ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE, AL 36608

SPRINGHILL COLLEGE
C/O PRESIDENT & FINANCE OFFICE
4000 DAUPHIN STREET
MOBILE, AL 36608

LAFFRE ELIZABETH H
510 PINE ST
CAMDEN, SC 29020

GUY JOHN STACY
4009 OLD SHELL RD #A8
MOBILE, AL 36608

FRANGOS DINO N & KATHERINE C
3610 THE CEDARS AVE
MOBILE, AL 36608

BEAN PROPERTIES LLC
PO BOX 376
MOBILE, AL 36601

FRANGOS D N
3610 THE CEDARS AVE
MOBILE, AL 36608

INGE AMANDA HUNTER, ET AL
4058 OLD SHELL RD
MOBILE, AL 36608

WIZARD PROPERTIES LLC
89 TUTHILL LN
MOBILE, AL 36608

SAINT-PAUL CARLA
771 HENCKLEY AVE
MOBILE, AL 36608

WILRAN NUMBER FIVE LLC
7 YESTER PLACE
MOBILE, AL 36608

SLEDGE ANNE T
121 RIDGELAWN DR E
MOBILE, AL 36608

ST. PAUL'S EPISCOPAL CHURCH
4051 OLD SHELL RD
MOBILE, AL 36608

WILHELM DAVID A & GREER M
PO BOX 81241
MOBILE, AL 36689

LUKE DAN DEALY JR
238 ROLLING HILL DR
DAPHNE, AL 36526

GONZALEZ PAUL JOHN
11940 WEDDINGTON ST UNIT 11
VALLEY VILLAGE, CA 91607

GATES W DAY AS TRUSTEE OF THE
PARISH OF ST PAULS
251 TUTHILL LN
MOBILE, AL 36608

FRIEDLANDER PAMELA S P
4014 OLD SHELL RD
MOBILE, AL 36608

DELCHAMPS PAUL EMILE III &
SHARON R
121 DILSTON LN
MOBILE, AL 36608

BRIDGES PAUL E & MARY
110 MYRTLE WOOD LN
MOBILE, AL 36608

ROEDDER GWENDOLYN A
211 LEVERT AVE
MOBILE, AL 36607

JKV PROPERTIES LLC
4470 MCCRARY RD
SEMMES, AL 36575

LANE JOHN M & JOAN H
612 HERNANDO PL
DAUPHIN ISLAND, AL 36528

FRANKLIN SUSAN B
10 DRURY LN
MOBILE, AL 36608

ERP LLC
3762 MORDECAI LN
MOBILE, AL 36608

BAKER GEORGE R & JOYCE P
4272 BIT & SPUR RD APT 9
MOBILE, AL 36608

CREEL BRUCE & EVA
3762 MOFFETT RD
MOBILE, AL 36618

WHIGHAM ROBERT E III &
MEAGHER LEE WHIGHAM
51 OAKLAND AVE
MOBILE, AL 36608

SMITH BRENT M & KENDALL S
SMITH
354 TUTHILL LN
MOBILE, AL 36608

LITTLE GREY HOUSE LLC
4072 OLD SHELL RD
MOBILE, AL 36608

BMAX LLC
4109 URSULINE DR
MOBILE, AL 36608

HUFFSTUTLER NANCY M & JAMES
38 BUEGER RD
MOBILE, AL 36608

COLLINS HOMER R
PO BOX 376
MOBILE, AL 36601

ABBENE MICHAEL M & DEA E
PO BOX 160
SUMMERDALE, AL 36580

SPRINGHILL MANOR LLC
740 MUSEUM DR
MOBILE, AL 36608

JONES BERNICE C
C/O ROBERT D PIERCE, JR
3045 STERLING ROAD
MOUNTAIN BROOK, AL 35213

WHETROCK, LLC
10 AUDUBON PL
FAIRHOPE, AL 36532

BEDSOLE TRAVIS M JR & SUSAN
310 LONG CT
MOBILE, AL 36609

SPANISH VILLA VEST LLC
C/O MICHAEL ELY
6111 PEACHTREE DUNWOODY RD
ATLANTA, GA 30328

BODIE FRED & JUDY
4300 OLD SHELL RD
MOBILE, AL 36608

SINDEL JAMES
89 TUTHILL LN
MOBILE, AL 36608

WALKER WALTON LLC
4068 OLD SHELL RD
MOBILE, AL 36608

BREVARD SIDNEY A III &
ELIZABETH B BREVARD
3766 SOUTH RHONDA DR
MOBILE, AL 36608

TOOMEY PATRICK DOBBIN
PO BOX 530484
BIRMINGHAM, AL 35253

MEADOR ANNE MEREDITH
4272 BIT AND SPUR RD #17
MOBILE, AL 36608

RTD DEVELOPERS LLC
3851 OLD SHELL RD
MOBILE, AL 36608

WALTERS C L JR
650 RIDGEFIELD DR
MOBILE, AL 36608

ALLEN ANDREW W & DIANA F
2166 DAUPHIN ST
MOBILE, AL 36606

FOUNTAIN KATHLEEN FRAZER
24549 VENETIA RD
MOBILE, AL 36605

JUSTICE SHIRLEY M
4010 OLD SHELL RD
MOBILE, AL 36608

GERNHAUSER HENRY & ELAINE
4009-A2 OLD SHELL RD
MOBILE, AL 36608

WALLER JOE P & MARTHA
4009 OLD SHELL RD UNIT D-11
MOBILE, AL 36608

DOUGHERTY PATRICIA, ET AL
4009 OLD SHELL RD APT D1
MOBILE, AL 36608

MAGGARD DELOIS C
4009 OLD SHELL RD APT E3
MOBILE, AL 36608

JAYE VIRGINIA R
4009 OLD SHELL RD UNIT B10
MOBILE, AL 36608

SCHUBERT PAUL & KARINA
4009 OLD SHELL RD APT B7
MOBILE, AL 36608

GREGORY VICKI
4009 OLD SHELL RD UNIT B5
MOBILE, AL 36608

BARTER MICHAEL & SUSAN
446 CLUBHOUSE DR
FAIRHOPE, AL 36532

STEPHENS SELDEN H JR
259 TUTHILL LN
MOBILE, AL 36608

JACKSON ROBERT G & WINIFRED
4009 OLD SHELL RD APT E9
MOBILE, AL 36608

RIIS JERI A & ERLING RIIS III
4009 OLD SHELL RD APT E22
MOBILE, AL 36608

DULANEY JOAN B
4009 OLD SHELL RD APT C13
MOBILE, AL 36608

FORD BENJAMIN Y & CAMILLE R
262 TUTHILL LN
MOBILE, AL 36608

MCRAE BRENDA C
4009 OLD SHELL RD APT C11
MOBILE, AL 36608

WRIGHT WILTON & SHELBY W
252 TUTHILL LN
MOBILE, AL 36608

LURSEN KATHLEEN
4009 OLD SHELL RD APT B12
MOBILE, AL 36608

LEON LINDSAY MARGUERITE
4009 OLD SHELL RD APT E24
MOBILE, AL 36608

DAHMER EDWARD C JR
4009 OLD SHELL RD APT E14
MOBILE, AL 36608

PRINGLE ANNA BELL
4009-D5 OLD SHELL RD
MOBILE, AL 36608

DIAZ MARIA T
4009 OLD SHELL RD #E20
MOBILE, AL 36608

VICKERS NOREEN MCALLISTER
4009-E5 OLD SHELL RD
MOBILE, AL 36608

BROUGHTON MARY C
255 TUTHILL LN
MOBILE, AL 36608

BAGWELL CHARLDEEN J
1410 FAIRVIEW ST
GRUNDY, VA 24614

CROFT JAMES STEVEN & THERESA
4009 OLD SHELL RD APT E7
MOBILE, AL 36608

RUSS ROBERT WILSON III
1745 HUNTER AVE
MOBILE, AL 36604

GASTON GEARY A & MARGARET
8120-K HWY 98
SEMMES, AL 36575

BEASLEY SHARRON ANN
4009 OLD SHELL RD APT C5
MOBILE, AL 36608

FRIEDMAN BARRY & MARJORIE
4006 OLD SHELL RD
MOBILE, AL 36608

CATHOLIC SOCIETY OF RELIGIOUS
& LITERARY EDUCATION
4511 W PINE BLVD, STE. B
ST. LOUIS, MO 63108

HART ANGELA P
4337 BIT & SPUR RD
MOBILE, AL 36608

SMITH DAVID CLAYTON &
CHRISTINA
3916 MCREE PL
MOBILE, AL 36608

AMBERGER NICHOLAS & MELANIE
3940 MCREE LN
MOBILE, AL 36608

LAMAR WILLIAM BIBB III & ROSA
3950 OLD SHELL RD
MOBILE, AL 36608

TROPEANO ANA KARINA
3933 MCREE PL
MOBILE, AL 36608

MCELROY JEANNE F
3505 STEIN ST
MOBILE, AL 36608

HART JUSTIN R & STACEY H
3936 MCREE LN
MOBILE, AL 36608

DRUHAN RHEN & THOMAS J
DRUHAN
137 DOGWOOD LN
MOBILE, AL 36608

JONES TAYLOR STIMPSON
254 DOGWOOD LN
MOBILE, AL 36608

WAECHTER CARROLL WILLIAM III
& SHEA PALMER WAECHTER
258 DOGWOOD LN
MOBILE, AL 36608

MCANDREW JOHN CRAFT III &
MARGARET GREEN
3854 OLD SHELL RD
MOBILE, AL 36608

HALLET MARY FRANCES
210 DOGWOOD LN
MOBILE, AL 36608

JOHNSON WYATT & LYDIA K
250 DOGWOOD LN
MOBILE, AL 36608

STEVENS SCOTT D & CAROLINE C
3863 OLD SHELL RD
MOBILE, AL 36608

RIGGIN JOHN & LAUREE S
3867 OLD SHELL RD
MOBILE, AL 36608

VICK VALERIE L
216 DAUPHIN ST
MOBILE, AL 36608

TOOMEY ALICE M
2456 LOYOLA LN #7
MOBILE, AL 36608

BROWN SUSAN VALENTINE
3454 LOYOLA LN
MOBILE, AL 36608

ATKINS RALPH L
100 B DU RHU DR
MOBILE, AL 36608

TAFRA MICHAEL & KAREN
PO BOX 231
DAUPHIN ISLAND, AL 36528

RILEY REGORY LYNN & JAMES
DOUGLAS LOUDEN
1902 GOVERNMENT ST
MOBILE, AL 36606

NICHOLS DESTINY & DEBORAH
C/O ROBBINS SETH HENRY III
108 DU RHU #C
MOBILE, AL 36608

COOK ROBERT H & JANE E HERRIN
1921 FULLER ST
HATTIESBURG, MS 39401

PATEL ANGELA
PO BOX 5463
GULF SHORES, AL 36547

HORNER JOHN M JR & ALLISON
4226 BELLEVUE LN
MOBILE, AL 36608

THORNTON ERIN RAE
110 DU RHU DR #C
MOBILE, AL 36608

JOHNSON FRED A & MARTHA T
C/O E MICHAEL JOHNSON
7 DRURY LN
MOBILE, AL 36608

ROBINSON DUDLEY MCNEILL &
WILLIAM C WAECHTER III
258 DOGWOOD LN
MOBILE, AL 36608

HENRY KATHY W & PATRICK D
PO BOX 16474
MOBILE, AL 36616

OBERRY ROBERT E & SAVANNAH K
61 NACK LN
MOBILE, AL 36608

CMB LP
PO BOX 178
LUCEDALE, MS 39452

MCGUIRE JAMES E
PO BOX 6150
MOBILE, AL 36660

CASTILLO SERGIO A
3850 LLEWELYN DR
MOBILE, AL 36608

ROGERS JOEL S & ANGIE K
100 DU RHU DR #C
MOBILE, AL 36608

ZOGHBY JEFF
1229 CHIMNEY TOP DR W
MOBILE, AL 36608

CANFIELD LEWIS
276 MAYFLOWER ST
MOBILE, AL 36607

SALES DIRECT LLC
PO BOX 9877
MOBILE, AL 36691

SMP PROPERTIES LLC
5570 NEVIUS RD
MOBILE, AL 36619

KAY INVESTMENTS LLC
C/O JOHN W LASSITER III
1001 CULLOMBURG RD
SILAS, AL 36919

MCCONAGHY NANCY
PO BOX 33
SATSUMA, AL 36572

WELLS WILLIAM S
130 DU RHU DR UNIT C
MOBILE, AL 36608

SULLIVAN PATRICIA ANNE
2340 HUFFMAN DR W
MOBILE, AL 36693

JENSEN WILLIAM O & JUDITH M
812 DOGWOOD LN
TOWNVILLE, SC 29689

THE COMMONS AT SPRINGHILL
116 DU RHU DR
MOBILE, AL 36608

MCVAY MALCOLM AS TRUSTEE
12185 JESSAMINE ST
MAGNOLIA SPRINGS, AL 36555

TANNER LOIS VIRGINIA LOTT
PO BOX 55
CITRONELLE, AL 36522

MIRROR LAKE RAQUET CLUB
PO BOX 40004
MOBILE, AL 36604

SLAUGHTER ROBERT J
196 STILLWOOD LN
MOBILE, AL 36608

JOHNSTON MARGARET D
1008 HWY 90
MOBILE, AL 36693

KITSOS SARAH M
110 DU RHU DR UNIT H
MOBILE, AL 36608

TOTH HENRIETTA ROAS
1170-A AIR TERMINAL DR
MOBILE, AL 36695

QUINNELLY JEFFREY F & HUNTER J
PO BOX 81449
MOBILE, AL 36689

MORGAN ELISKA & MICHAEL
63 NACK LN
MOBILE, AL 36608

WELLS WILLIAM P JR
106-A DU RHU DR
MOBILE, AL 36608

SLEDGE ANGELA N
114-E DU RHU DR
MOBILE, AL 36608

FRIEDLANDER JANIS R
PO BOX 91901
MOBILE, AL 36691

URBANSKI GREG ANTHONY
PO BOX 81194
MOBILE, AL 36689

HAYES MARTHA P
124 DU RHU DR UNIT D
MOBILE, AL 36608

ZOGHBY JENNA G
1229 CHIMNEY TOP DR W
MOBILE, AL 36695

MURDOCK NEIL A & MEGAN A
112 DU RHU DR #G
MOBILE, AL 36608

WILLIS ANNA CORINNE
114-A DU RHU DR
MOBILE, AL 36608

LADD SAM GAILLARD
102 B DU RHU DR
MOBILE, AL 36608

WHITTINGTON CYNTHIA
134-H DU RHU DR
MOBILE, AL 36608

THAMES MARGARET SUSAN
130-D DU RHU DR
MOBILE, AL 36608

CROOM JOHN T
110 DU RHU DR
MOBILE, AL 36608

LEATHERBURY GREGORY L JR &
SUSAN T
29514 CANAL RD
ORANGE BEACH, AL 36561

FARMER ZUE I
700 BISHOP LN N
MOBILE, AL 36608

HARVEY TERRY, LILLIAN HARVEY &
TERRY HARVEY
1418 HEBRON RD
GROVE HILL, AL 36451

BUTLER JANE C
102 DU RHU DR #D
MOBILE, AL 36608

NICHOLLS CLAIRE & JAMES KEITH
12 SOLDIERS RTE
SPANISH FORT, AL 36527

LITTLE JOE H III
128-A DU RHU DR
MOBILE, AL 36608

WYATT WILLIAM WESLEY
118 DU RHU DR #H
MOBILE, AL 36608

SUTHERLAND ROQUENIA L
118-G DU RHU DR
MOBILE, AL 36608

ANDREWS S GREG
112-C DU RHU DR
MOBILE, AL 36608

MOSTELLER MARY LOU
C/O KENNETH CAIN
82 PLANTATION POINTE #259
FAIRHOPE, AL 36532

WELLS LINDA
112 DU RHU DR APT E
MOBILE, AL 36608

TURK GINA LODESTRO
120 DU RHU DR #C
MOBILE, AL 36608

LIVINGSTON JEANNE MARIE
132-B DU RHU DR
MOBILE, AL 36608

WHITE HUGH LAWSON II
128-J DU RHU DR
MOBILE, AL 36608

DAFFIN LYNETTE V
12302 SHADOWPOINT DR
HOUSTON, TX 77082

FICK STEPHEN F
400 STIRRUP CT
MOBILE, AL 36608

ROBINSON ROSE M
122 DU RHU DR #F
MOBILE, AL 36608

HOUSTON FLORENCE B
120-B DU RHU DR
MOBILE, AL 36608

RUSH BRITTNEY A
128 DU RHU DR #F
MOBILE, AL 36608

JONES EMILIE WALKER
163 HILLSIDE LN
MOBILE, AL 36608

GREER RONALD C JR & DEBBIE
59 NACK LN
MOBILE, AL 36608

JOHNSON JANE C
108-E DU RHU DR
MOBILE, AL 36608

WELFORD TONY G
100-H DU RHU DR
MOBILE, AL 36608

BROWN EVELYN M
122-A DU RHU DR
MOBILE, AL 36608

POWELL LANIE DION
106-E DU RHU DR
MOBILE, AL 36608

RIGGINS LAURA L
102-C DU RHU DR
MOBILE, AL 36608

JOHNSTON JOHN Q & LANA D
65 HILLSIDE LN
MOBILE, AL 36608

MANNING ZEBIE DWAYNE & KAREN
PO BOX 434
TOXEY, AL 35921

HALE MARY W
12 MCALPINE DR
MOBILE, AL 36608

O'NEILL HELEN CARROLL
402 ROTHLEY AVE
FAIRHOPE, AL 36532

ESPINOSA MARY HELEN
PO BOX 527444
MIAMI, FL 33152

GULF COAST OPTOMETRY PD
C/O DON NGUYEN
3743 AIRPORT BLVD
MOBILE, AL 36608

MORRIS BERTRAM C & KATHERINE M
2305 APPLETREE CT
HUNTSVILLE, AL 36801

GREEN MATTHEW S
57 NACK LN
MOBILE, AL 36608

BOYKIN MALLORY, STEPHEN C BOYKIN & JENNIFER BOYKIN
116-E DU RHU DR
MOBILE, AL 36608

LITTLE MARY ROSS
118-E DU RHU DR
MOBILE, AL 36608

REAMS DORA CERAVOLO & TERESA A CERAVOLO
59 HILLSIDE LN
MOBILE, AL 36608

BRUNSON JANE PALMER
134-E DU RHU DR
MOBILE, AL 36608

BARNETT DAVID MITCHELL & ASHLEY BRADY
11 MCALPINE DR
MOBILE, AL 36608

HANES ALEXANDER S IV
100-K DU RHU DR
MOBILE, AL 36608

PALMER JULIE M
108-G DU RHU DR
MOBILE, AL 36608

ENGLAND DOROTHY M A LIFE EST
114-F DU RHU DR
MOBILE, AL 36608

LEATHERBURY CATHERINE & THOMAS GRAVES LEATHERBURY
116-A DU RHU DR
MOBILE, AL 36608

SWEATT DAWN ROBBINS
132-C DU RHU DR
MOBILE, AL 36608

TILLOTSON MARTHA S
104-D DU RHU DR
MOBILE, AL 36608

ECKERT PATRICK
128 DU RHU DR APT E
MOBILE, AL 36608

GREEN JAMES ANTONE & LAURIE
151 HILLSIDE DR
MOBILE, AL 36608

ISOM SHAREN D
112-J DU RHU DR
MOBILE, AL 36608

BAILEY SUSAN TODD
112-L DU RHU DR
MOBILE, AL 36608

STEVENS MARYANN CLARK
118-A DU RHU DR
MOBILE, AL 36608

BELL WINIFRED STILES
100-L DU RHU DR
MOBILE, AL 36608

LEARD WILLIAM DAVID
61 HILLSIDE DR
MOBILE, AL 36608

BURKE ELIZABETH MCLAUGHLIN
116-C DU RHU DR
MOBILE, AL 36608

REYNOLDS RUSSELL T
4009 OLD SHELL RD APT D10
MOBILE, AL 36608

INGE HERNDON III
4058 OLD SHELL ROAD
MOBILE, AL 36608

MCDANIEL HUEY G & BUNNIE S
6701 SOMERBY LN
MOBILE, AL 36695

FRIEND JOHN H III
PO BOX 1645
MOBILE, AL 36633

ORLEANS FAMILY LLC
4009 OLD SHELL RD APT C22
MOBILE, AL 36608

CLARK LARRY W & KATHLEEN M
15 LITTLE GATE WAY
KINGSTON, GA 30145

LANE DAVID & SUSAN LANE
4810 MUMS CT
MOBILE, AL 36608

MJDM LIVING TRUST OF AUG 4, 2020
4009 OLD SHELL RD APT A5
MOBILE, AL 36608

HAMILTON CATHERINE V
8706 PATTERSON PATH
LILLIAN, AL 36549

MCLEOD ELIZABETH SUZANNE
4009 OLD SHELL RD APT B2
MOBILE, AL 36608

MCCOY AMY MCDUFFIE
30846 PARAPET CT
SPANISH FORT, AL 36527

RADCLIFF VIRGINIA STINSON
20 N REED AVE
MOBILE, AL 36604

MITCHELL ALICE SCHAFFER
6065 BUCHANAN CR
MCDONOUGH, GA 30252

SCOTT PAUL ANTHONY & SHELLY MAY
4107 RIDGELAWN DR
MOBILE, AL 36608

HARKNESS MARARET P
4009 OLD SHELL RD APT E6
MOBILE, AL 36608

AMON MEREDITH & BRET A
4009 OLD SHELL RD APT C24
MOBILE, AL 36608

HIRS JAMES M
4009 OLD SHELL RD APT C21
MOBILE, AL 36608

LANHAM DORIS C
4009 OLD SHELL RD APT D15
MOBILE, AL 36608

TEW MICHAEL B & RHONDA
516 BUCHANAN DR
DAUPHIN ISLAND, 36528

SCHUBERT PAUL T & KARINA C
4009 OLD SHELL RD APT B7
MOBILE, AL 36608

PIERCE MICHAEL TRAVIS
105 RIDGELAWN DR E
MOBILE, AL 36608

MCCREE PLACE HOMEOWNERS ASSOC
3940 MCREE LN
MOBILE, AL 36608

FAGBONGE ADEYINKA & ENOILA
151 DU RHU DR APT 4301
MOBILE, AL 36608

FARRELL DANIEL G & JENNIFER P
3966 OLD SHELL RD
MOBILE, AL 36608

RHODES LOWREY & SHANNON
PO BOX 81656
MOBILE, AL 36689

ROE SEAN ALLAN & KIMBERLY ROE
147 MCALPINE DR
MOBILE, AL 36608

QUINNELLY JEFFREY F & HUNTER J
PO BOX 81449
MOBILE, AL 36689

HIGHLAND AT SPRING HILL LLC
5690 WATERMELON RD STE 400
NORTHPORT, AL 35473

KITSOS III CHRISTOPHER T
8 MCALPINE DR
MOBILE, AL 36608

HURD AUBREY M
151 MCALPINE DR
MOBILE, AL 36608

MORGAN DAVID H
3 MCALPINE DR
MOBILE, AL 36608

FULMER ANNA KATHARYN
10 ROSE AVE
MOBILE, AL 36608

GRAFE MARY EMMA
12 ROSE AVE
MOBILE, AL 36608

TOMLINSON MICHAEL P
6 ROSE AVE
MOBILE, AL 36608

SLAUGHTER ROBERT J
11000 KELLY RD
MOBILE, AL 36608

CLOUD 7-A LLC
220 S MOBILE ST
FAIRHOPE, AL 36532

BLANTON ARRIA
31490 HEIDELBROOK LOOP
SPANISH FORT, AL 36527

BURLESON DEBORAH
604 BARCELONA DR
SATSUMA, AL 36572

DERELI NESLIHAN
60 N ROYAL ST
MOBILE, AL 36602

CORNELL PROPERTIES LLC
PO BOX 8345
MOBILE, AL 36689

LARRY JEFFERSON DOUGLAS
10385 KALI OKA RD
MOBILE, AL 36613

FUSALOTTI ANDREW
3741 RIVERCHASE CT
THEODORE, AL 36582

HAWK CHARLES W & GAYE HAWK
20114 ERIN POND RD W
SEMINOLE, AL 36574

DICKINSON MARIE P & KEITH M
10832 RIGBY DR
MOBILE, AL 36695

ASG INVESTMENTS, LLC
117 FRAZER CT
MOBILE, AL 36607

FULLER BRADLEY E
251 CROSSGATE DR
ELMORE, AL 36025

STANTON BRENDA J
2123 SHEFFIELD CT
MOBILE, AL 36693

STEWART BRENT EDWARD
130 DU RHU DR UNIT F
MOBILE, AL 36608

DICKINSON KEITH M & MARIE P
10832 RIGBY DR
MOBILE, AL 36695

BROOKS KAREN JACKSON HILL
PO BOX 842
WATSON, LA 70786

ROBERTSON MARGARET LYNN
135 RIVERBEND DR
MOBILE, AL 36605

EAGLE BAY PROPERTIES LLC
SERIES 2
4011 MCGREGOR OAKS
MOBILE, AL 36608

DUNCAN ROBERT A JR
816 GRIFFIN PARK VIEW
BIRMINGHAM, AL 35242

MCGINLEY ROBERT B & KELLY A
9 SPRING BANK RD S
MOBILE, AL 36608

MAKIN STEVEN A & SHARIN E
9735 MOSLEY RD
FAIRHOPE, AL 36532

KNOX DANIEL E
116F DU RHU DR
MOBILE, AL 36608

KILLION MARY
118 DU RHU DR UNIT C
MOBILE, AL 36608

JACKSON SARAH H & JOSEPH W
134D DU RHU DR
MOBILE, AL 36608

KANGSUMRITH TEE & ANH
PO BOX 1453
FAIRHOPE, AL 36533

MARRIOTT ANN BRAXTON
313 RIDGELAWN DR W
MOBILE, AL 36608

MCDONALD WALKER & CONDI H
219 LAKEWOOD DR E
MOBILE, AL 36608

SHEETS LISA
128D DU RHU DR
MOBILE, AL 36608

CHUNN AMANDA E
128K DU RHU DR
MOBILE, AL 36608

HINTON JUDITH C A LIFE ESTATE
110A DU RHU DR
MOBILE, AL 36608

NALL CHRISTOPHER
112A DU RHU DR
MOBILE, AL 36608

NALL CHRISTOPHER A & ANNSLEY M
112B DU RHU DR
MOBILE, AL 36608

WARD MARY COYE & LYNN WARD
112 DU RHU DR #K
MOBILE, AL 36608

HOLMES KATHARINE BLEDSOE
114C DU RHU DR
MOBILE, AL 36608

BOYLES JAMES
114D DU RHU DR
MOBILE, AL 36608

MORGAN BONNIE E
6250 HILLVIEW RD
THEODORE, AL 36582

BOYLES LAURA BUSBY
116D DU RHU DR
MOBILE, AL 36608

CALONJE BRANDY
118 DU RHU DR UNIT F
MOBILE, AL 36608

ABRUSCATO MARY S
122 DU RHU DR #B
MOBILE, AL 36608

MOLYNEUX JOHN A & REGINA
122C DU RHU DR
MOBILE, AL 36608

SCHOTTGEN LEIGH W
122E DU RHU DR
MOBILE, AL 36608

CASSITY AMY V
100 DU RHU DR UNIT G
MOBILE, AL 36608

LOTT FRANK J JR & MAIRANNE H
104 MORPHY AVE
FAIRHOPE, AL 36532

Agenda Item #: 6

MOD-002524-2023 & MOD-002525-2023

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

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
161 Dogwood Lane

Subdivision Name:
Not applicable

Applicant / Agent (as applicable):
St. Paul's Episcopal School, McCrory Williams, Agent

Property Owner:
St. Paul's Episcopal

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

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:
Not provided

Proposal:

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

Considerations:

1. Modification of a previously approved Planned Unit Development with one (1) condition; and
2. Modification of a previously approved Planning Approval with one (1) condition.

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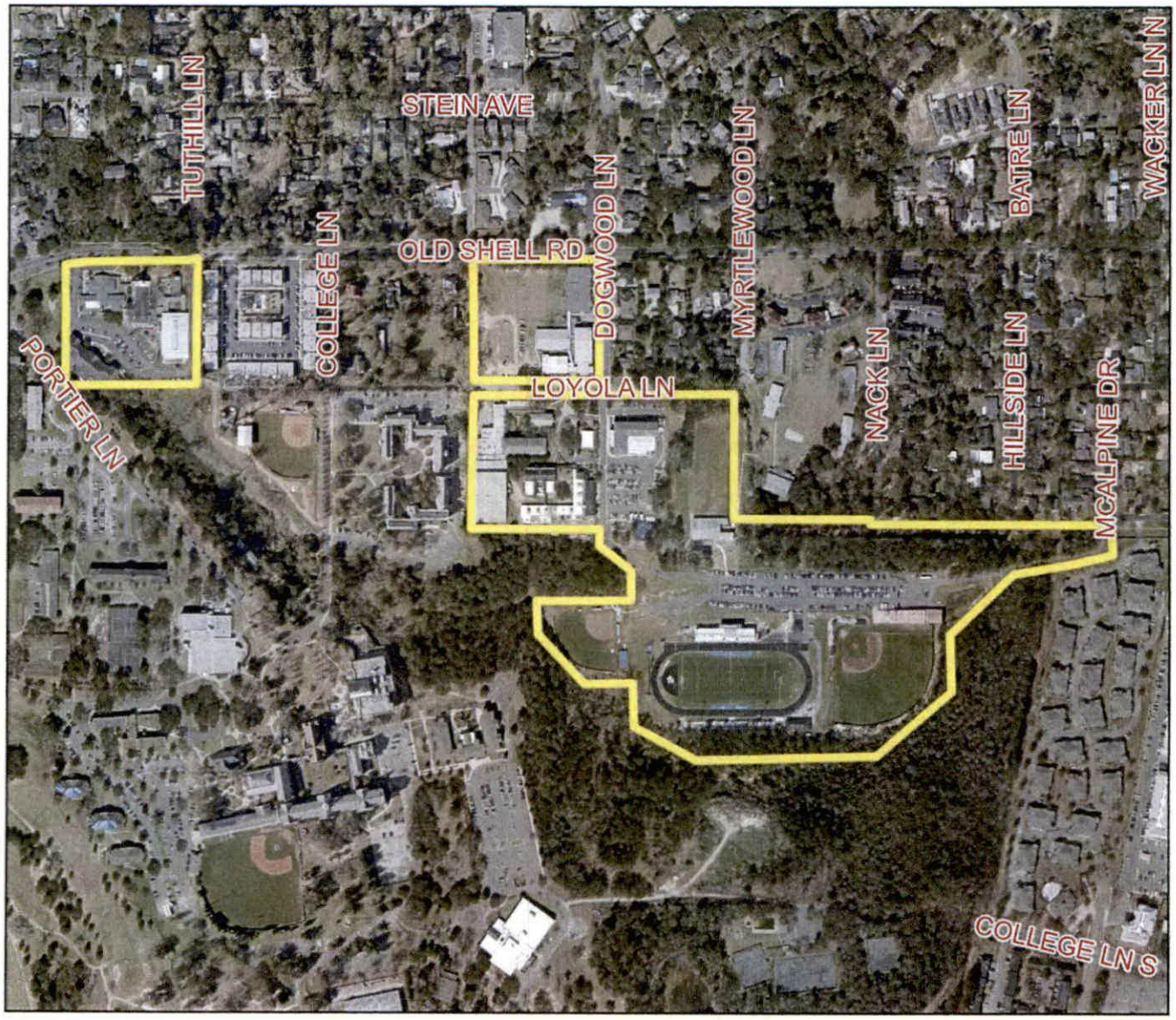
PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A college lies west of the site.

APPLICATION NUMBER 6 DATE June 15, 2023

APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

REQUEST PUD Modification, PA Modification

N

NTS

SITE HISTORY

Since 2003, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a church school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications was approved by the Planning Commission at its May 20, 2021 meeting to allow a parking lot addition at the Northeast corner of Provident Lane and Loyola Lane.

STAFF COMMENTS

Engineering Comments:

Planned Unit Development Modification (MOD-002524-2023)

1. Retain PUD NOTE #3 (1. Thru 6.), as shown on the PUD SITE PLAN dated April 25, 2023.
2. Renumber the second NOTE #3 and NOTES #4 - #10.

Planning Approval Modification (MOD-002525-2023)

1. Retain PUD NOTE #3 (1. Thru 6.), as shown on the PUD SITE PLAN dated April 25, 2023.
2. Renumber the second NOTE #3 and NOTES #4 - #10.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

The subject site is developed as an existing church school in an R-1, Single-Family Residential Suburban District. The applicant wishes to construct a 20-foot by 50-foot (1,000 square foot) locker room near an existing softball field. As PAs and PUDs are site plan specific, and the proposed change was determined not be a minor change, the site is required to obtain Modification approval in order to proceed with the construction. If the site did not have a history of PAs and PUDs, a Conditional Use Permit (CUP) would be required.

The proposed locker room is contained within the existing boundaries of the school property, with the softball field being located on property the school leases from Springhill College. Furthermore, the locker room will not increase parking requirements for the school, will not alter the scope of operations previously approved for the site, and will comply with setback and site coverage requirements. It should be noted that the design of the locker room building itself will need to comply with the requirements of Article 3, Section 64-3-6. Of the Unified Development Code, to include height and wall variations as part of the building design.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

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

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

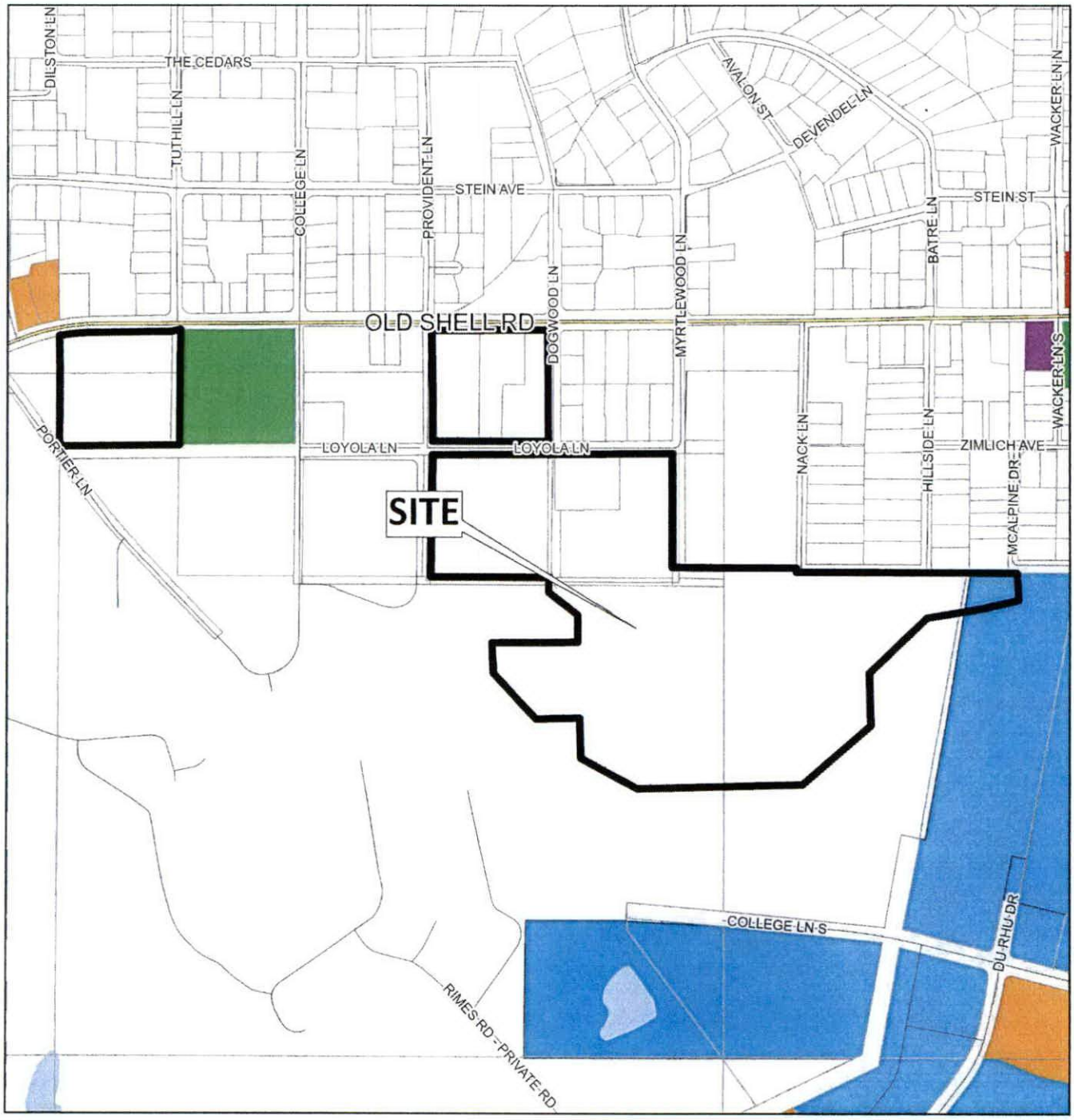
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE June 15, 2023

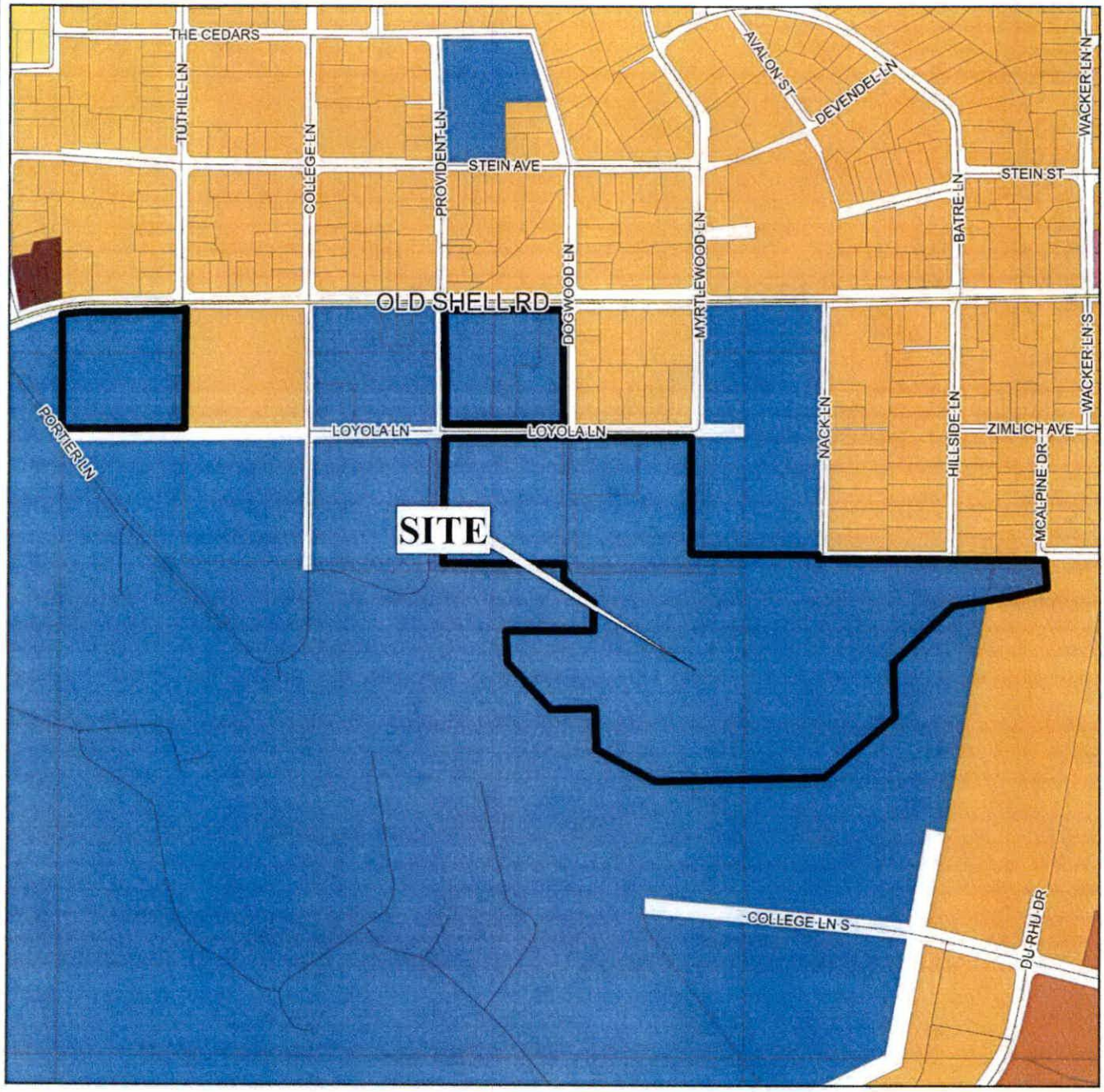
APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

REQUEST PUD Modification, PA Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE June 15, 2023

APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

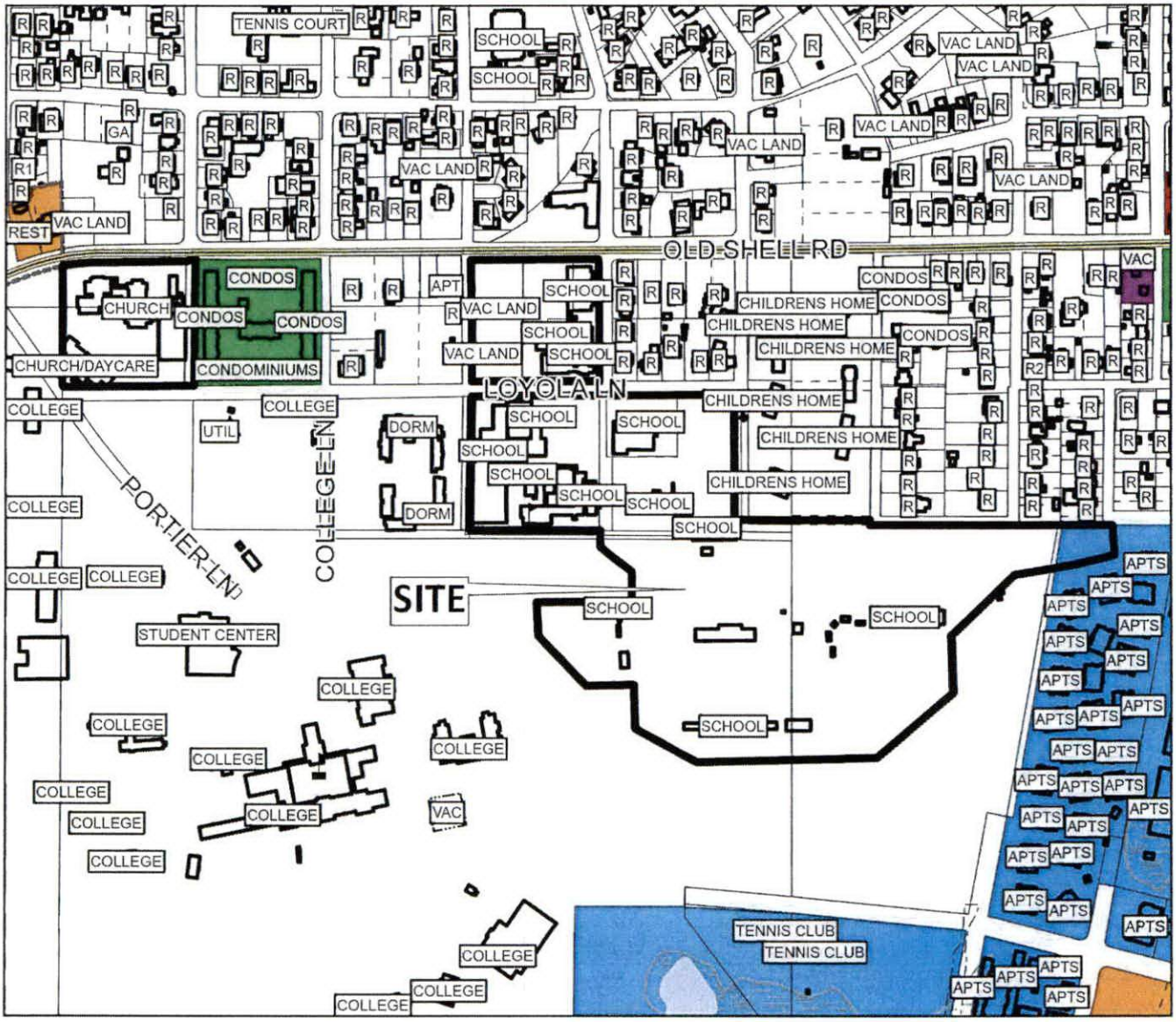
REQUEST PUD Modification, PA Modification

- Low Density Residential
- 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 residential units. A college lies west of the site.

APPLICATION NUMBER 6 DATE June 15, 2023

APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

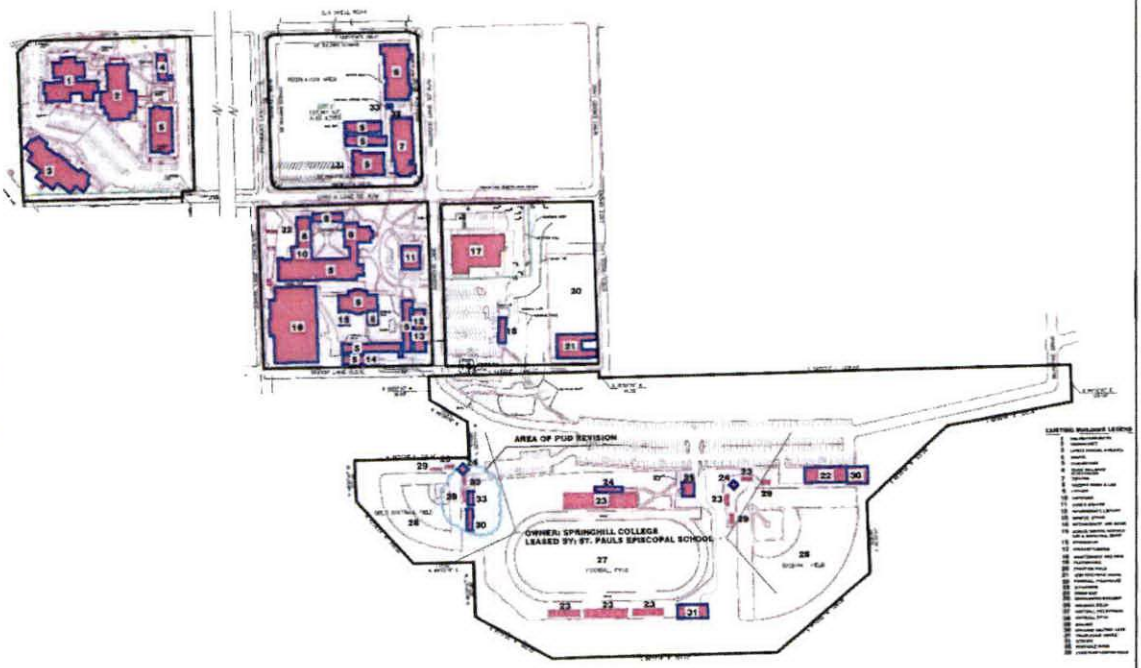
REQUEST PUD Modification, PA Modification

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

N

NTS

SITE PLAN



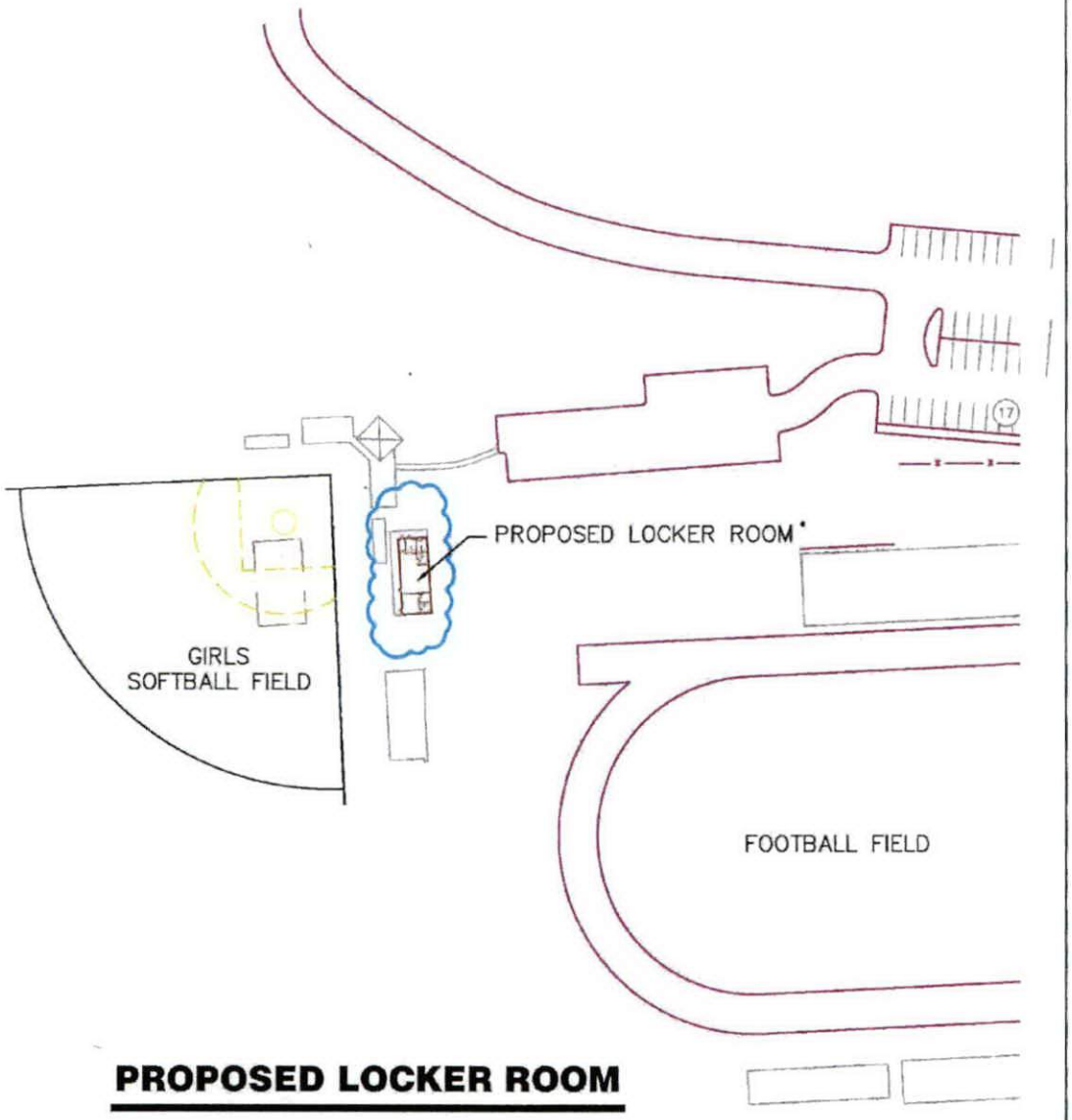
The site plan illustrates the existing school buildings, and proposed locker room.

APPLICATION NUMBER	6	DATE	June 15, 2023
APPLICANT	St. Paul's Episcopal School, McCrory & Williams, Agent		
REQUEST	PUD Modification, PA Modification		

N

NTS

DETAIL SITE PLAN



PROPOSED LOCKER ROOM

APPLICATION NUMBER 6 DATE June 15, 2023

APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

REQUEST PUD Modification, PA Modification

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/2/2023 - 1:47 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of Previously Approved Planning Approval for
Property Located at 161 Dogwood Lane

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 12th day of December, 2023, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planning Approval for property located at 161 Dogwood Lane.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on May 20, 2021 to allow a parking lot expansion and multiple buildings on a single building site for an existing church school on property located at 161 Dogwood Lane and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN

EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S-R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 48 ACRES, MORE OR LESS.

WHEREAS, the owner of said property applied for a major modification of the Planning Approval on May 15, 2023 to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District;

WHEREAS, the Planning Commission held a public hearing on the requested modification on June 15, 2023 and recommended approval of the major modification of the Planning Approval subject to the following condition: 1) Full compliance with all municipal codes and ordinances;

WHEREAS, the City Council finds that the proposed modification:

Is consistent with all applicable requirements of Chapter 64;
Is compatible with the character of the surrounding neighborhood;
Will not impede the orderly development and improvement of surrounding property;
Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
Will not be detrimental or endanger the public health, safety or general welfare; and
That the proposed modification is in the City's and the larger community's best interests.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required condition:

1) Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 12th day of December, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 15th day of November, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 161 Dogwood Lane.

The proposed amendment will modify a Planning Approval that was approved for said location on May 20, 2021. The owner of said property has applied for a modification of the Planning Approval to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District. If approved, the modification will allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District subject to the following proposed condition: 1) Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planning Approval was approved on May 20, 2021 to allow a parking lot expansion and multiple buildings on a single building site for an existing church school on property located at 161 Dogwood Lane and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S-R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 48 ACRES, MORE OR LESS.

WHEREAS, the owner of said property applied for a major modification of the Planning Approval on May 15, 2023 to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District;

WHEREAS, the Planning Commission held a public hearing on the requested modification on June 15, 2023 and recommended approval of the major modification of the Planning Approval subject to the following condition: 1) Full compliance with all municipal codes and ordinances;

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of Chapter 64;

b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
g. Will not be detrimental or endanger the public health, safety or general welfare; and
h. That the proposed modification is in the City's and the larger community's best interests.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required condition:

1) Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

St. Paul's Episcopal School (McCrory & Williams, Agent)
161 Dogwood Lane
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 2, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of June 15, 2023 considered the request of St. Paul's Episcopal School (McCrory & Williams, Agent), for a Major Modification of a previously approved Planning Approval to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District for the property located at 161 Dogwood Lane.

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

1) Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 27, 2023

Laura M. Davis
McCrory & Williams, Inc.
3207 International Drive
Mobile, Alabama 36606

Re: **161 DOGWOOD LANE**
MOD-002525-2023
St. Paul's Girls Softball Field Locker Room
St. Paul's Episcopal School, McCrory & Williams
District 7
Modification of a previously approved Planning Approval to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District.

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

At its meeting on June 15, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planning Approval (PA) Modification request:

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

As such, the Planning Commission voted to recommend Approval of the Major Planning Approval (PA) Modification to the City Council, subject to the following condition:

1. **Full compliance with all municipal codes and ordinances.**

After you have obtained all the necessary approval signatures and the plat has been recorded in the Mobile County Probate Office, **five** copies of the recorded plat (including instrument number) must be submitted to the Planning and Zoning Department office. This procedure must be completed within one (1) year, or the Tentative Approval will expire.

Please also submit a CAD compatible (DXF) digital copy of the final plat to the Planning and Zoning Department office once the plat has been submitted to Probate for recording. This may be submitted on disk, flash drive, memory stick, or via e-mail to planning@cityofmobile.org.

The advertising fee for this application based on the current legal description is $541.50. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Bert Hoffman
Deputy Director of Long-Range Planning

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **161 Dogwood Lane**
St. Paul's Girls Softball Field Locker Room
MOD-002525-2023
St. Paul's Episcopal School, McCrory & Williams, Agent
District 7
Modification of a previously approved Planning Approval to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 15, 2023, at 2:00 p.m.** to consider your above referenced application.

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, June 14, 2023,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE

Re: **161 Dogwood Lane**
St. Paul's Girls Softball Field Locker Room
MOD-002525-2023
St. Paul's Episcopal School, McCrory & Williams, Agent
District 7
Modification of a previously approved Planning Approval to allow the construction of a locker room or an existing church school in an R-1, Single-Family Residential Suburban District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 15, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, June 14, 2023,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedures limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

MOD-002525-2023

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** — Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B

☐ **Planned Development** — Checklist C

■ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

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1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	St. Paul's Episcopal School	
Firm:	Attn: Pam Andrews	
Phone:	(251) 342-6700	
Email:	PAndrews@stpaulsmobile.net	
Address:	161 Dogwood Lane Mobile, AL 36608	

	Owner	Design Professional
Name:	See attached sheet	Don Whittington
Firm:		McCrory & Williams, Inc.
Phone:		(251) 476-4720
Email:		dwhitt@mcwinc.com
Address:		3207 International Drive, Ste. G, Mobile, AL 36606

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

South side of Old Shell Road on the East side of College Lane to McAlpine Drive — Property Address

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

See attached sheet — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

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

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

This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ■ No Not Applicable

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

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

See attached Letters of Authorization — Owner Signature

Date

Applicant or Agent Signature (if applicable)

05/12/2023 — Date

Don Whittington - McCrory & Williams, Inc.

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

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

See attached Letters of Authorization — Applicant or Agent Signature

Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   St. Paul's has existed and operated as a school for many years. They are requesting to revise the previously approved Planning Approval to allow them to construct a locker room near the softball field. They will continue using the property in the same manner.

   Institutional
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   St. Paul's Episcopal School is a long established school in Mobile and has been operation in an R-1 zoned area for many years. The addition of the proposed locker room will not affect its existing use.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   The proposed locker room will make it easier and safer for the students using the softball field but will not affect the use of the property.

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

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

6. Please provide the following information:

   ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   St. Paul's girls softball field locker room - 13'7" high, 20'x50' footprint.

   ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   building located in the athletic field area. No additional landscaping provided.

   ☐ Lighting:
   Existing softball field lighting.

   ☐ Hours of operation:
   8:00 AM to 9:00 PM

   ☐ Other conditions that are unique to the use of the property:
   In addition to a women's & men's restrooms for venue guests, the girls softball team will have their own locker room and shower.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
   None of the above will apply with the exception of the benefit of having restrooms and shower in close proximity. This will promote public health and general welfare.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   The proposed locker room will make it more convenient and safer for the students using the existing softball field.

PUD
FOR
ST. PAUL'S EPISCOPAL SCHOOL SUBDIVISION

1. OWNERS: ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE, AL 36608

AND

SPRINGHILL COLLEGE
C/O PRESIDENT & FINAANCE OFFICE
4000 DAUPHIN STREET
MOBILE, AL 36608

2. PARCEL NUMBERS: R022806372002070., R022806373000016., R022806372002070.01, R022806373000016.01, R022806373000012., RR022806372002067.001, R022806372002067., R022806372002066., R022806372002065., R022806372002064.001, R022806372002064., R022806373000009., R022806373000010., R022806373000011., R022806373000029., R022806373000019., R022806373000032., R022806373000027., R022806373000020., R022806373000028., R022806373000022., R022806373000022.01, R022806373000023.001, R022806374000057.03, R022806373000024.001, R022806373000026., R022806373000024.

DESCRIPTION OF PUD PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET,

MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S-R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 48 ACRES, MORE OR LESS.

Application Submission
Contact Information

Name of Project St. Paul's Girls Softball Field Locker Room

Address 161 Dogwood Lane

Owner St. Pauls Episcopal School

Address: 161 Dogwood Lane Mobile Al Zip Code 36608

Phone (251) 342-6700 fax _____ Email PAndrews@sttpaulsmobile.net

Authorized Agent McCrory & Williams Inc.

Address 3207 International Dr Mobile Al Zip Code 36606

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

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____
36606

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

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

Signature Print

St. Paul's has existed and operated as a school for many years. They are requesting to revise the previously approved PUD to allow them to construct a locker room near the softball field. They will continue using the property in the same manner.

Springhill College
4000 Dauphin Street
MOBILE , AL 36608

May 5, 2023

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for Springhill College. Documents to include a previously approved revised PUD and previously approved revised Planning Approval to allow for the construction of a new locker room within the St. Paul's Campus.

Sincerely,

Christopher P. Puto Ph.D.

Printed Name of Authorized Representative

Chris P. Puto

Signature

Springhill College
4000 Dauphin Street
MOBILE , AL 36608

May 5, 2023

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for Springhill College. Documents to include a previously approved revised PUD and previously approved revised Planning Approval to allow for the construction of a new locker room within the St. Paul's Campus.

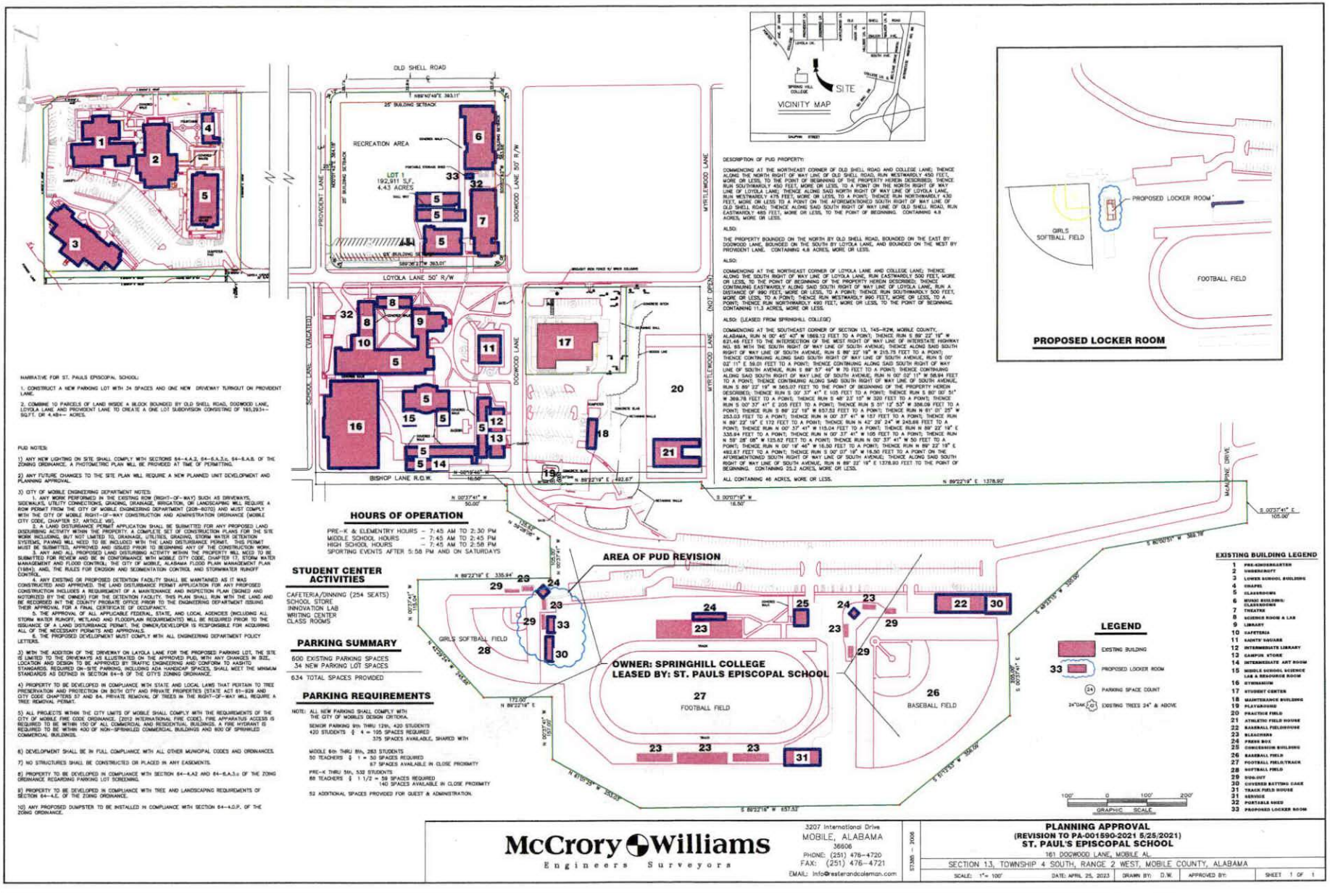
Sincerely,

Pamela R. Andrews

Printed Name of Authorized Representative

P. Andrews CFO/COO

Signature



NARRATIVE FOR ST. PAULS EPISCOPAL SCHOOL:

1. CONSTRUCT A NEW PARKING LOT WITH 34 SPACES AND ONE NEW DRIVEWAY TURNOUT ON PROVIDENT LANE.

2. COMBINE 10 PARCELS OF LAND INSIDE A BLOCK BOUNDED BY OLD SHELL ROAD, DOGWOOD LANE, LOYOLA LANE AND PROVIDENT LANE TO CREATE A ONE LOT SUBDIVISION CONSISTING OF 193,283+- SQ.FT. OR 4.48+- ACRES.

PUD NOTES:

1) ANY NEW LIGHTING ON SITE SHALL COMPLY WITH SECTIONS 64-4.A.2, 64-6.A.3.c, 64-6.A.5. OF THE ZONING ORDINANCE. A PHOTOMETRIC PLAN WILL BE PROVIDED AT TIME OF PERMITTING.

2) ANY FUTURE CHANGES TO THE SITE PLAN WILL REQUIRE A NEW PLANNED UNIT DEVELOPMENT AND PLANNING APPROVAL.

3) CITY OF MOBILE ENGINEERING DEPARTMENT NOTES:
1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING DEPARTMENT (208-8070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS FOR THE SITE WORK INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORMWATER RUNOFF CONTROL.
4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTORIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED INT THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
5. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
6. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT POLICY LETTERS.

3) WITH THE ADDITION OF THE DRIVEWAY ON LOYOLA LANE FOR THE PROPOSED PARKING LOT, THE SITE IS LIMITED TO THE DRIVEWAYS AS ILLUSTRATED ON THE APPROVED PUD, WITH ANY CHANGES IN SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITYS ZONING ORDINANCE.

4) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 61-929 AND CITY CODE CHAPTERS 57 AND 64. PRIVATE REMOVAL OF TREES IN THE RIGHT-OF-WAY WILL REQUIRE A TREE REMOVAL PERMIT.

5) ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE, (2012 INTERNATIONAL FIRE CODE). FIRE APPARATUS ACCESS IS REQUIRED TO BE WITHIN 150' OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF NON-SPRINKLED COMMERCIAL BUILDINGS AND 600' OF SPRINKLED COMMERCIAL BUILDINGS.

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

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

8) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH SECTION 64-4.A.2 AND 64-6.A.3.c OF THE ZONING ORDINANCE REGARDING PARKING LOT SCREENING.

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

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

DESCRIPTION OF PUD PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.8 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.8 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S-R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 42" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 58.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 31° 12' 53" W 336.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.53 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" E 240.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" E 125.82 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 18.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.80 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 46 ACRES, MORE OR LESS.

HOURS OF OPERATION

PRE-K & ELEMENTRY HOURS - 7:45 AM TO 2:30 PM
MIDDLE SCHOOL HOURS - 7:45 AM TO 2:45 PM
HIGH SCHOOL HOURS - 7:45 AM TO 2:58 PM
SPORTING EVENTS AFTER 5:58 PM AND ON SATURDAYS

STUDENT CENTER ACTIVITIES

CAFETERIA/DINNING (254 SEATS)
SCHOOL STORE
INNOVATION LAB
WRITING CENTER
CLASS ROOMS

PARKING SUMMARY

600 EXISTING PARKING SPACES
34 NEW PARKING LOT SPACES
634 TOTAL SPACES PROVIDED

PARKING REQUIREMENTS

NOTE: ALL NEW PARKING SHALL COMPLY WITH THE CITY OF MOBILES DESIGN CRITERIA.

SENIOR PARKING 9th THRU 12th, 420 STUDENTS
420 STUDENTS @ 4 = 105 SPACES REQUIRED
375 SPACES AVAILABLE, SHARED WITH

MIDDLE 6th THRU 8th, 283 STUDENTS
50 TEACHERS @ 1 = 50 SPACES REQUIRED
87 SPACES AVAILABLE IN CLOSE PROXIMITY

PRE-K THRU 5th, 532 STUDENTS
88 TEACHERS @ 1 1/2 = 58 SPACES REQUIRED
140 SPACES AVAILABLE IN CLOSE PROXIMITY

52 ADDITIONAL SPACES PROVIDED FOR GUEST & ADMINISTRATION.

LEGEND

EXISTING BUILDING
33 PROPOSED LOCKER ROOM
(24) PARKING SPACE COUNT
24"OAK (101) EXISTING TREES 24" & ABOVE

EXISTING BUILDING LEGEND

1	PRE-KINDERGARTEN
2	KINDERGARTEN
3	LOWER SCHOOL BUILDING
4	CHAPEL
5	CLASSROOMS
6	MUSIC BUILDING/ CLASSROOMS
7	THEATER
8	SCIENCE ROOM & LAB
9	LIBRARY
10	CAFETERIA
11	SAINTS' SQUARE
12	INTERMEDIATE LIBRARY
13	CAMPUS STORE
14	INTERMEDIATE ART ROOM
15	MIDDLE SCHOOL SCIENCE LAB & RESOURCE ROOM
16	GYMNASIUM
17	STUDENT CENTER
18	MAINTENANCE BUILDING
19	PLAYGROUND
20	PRACTICE FIELD
21	ATHLETIC FIELD HOUSE
22	BASEBALL FIELDHOUSE
23	BLEACHERS
24	PRESS BOX
25	CONCESSION BUILDING
26	BASEBALL FIELD
27	FOOTBALL FIELD/TRACK
28	SOFTBALL FIELD
29	DUG-OUT
30	COVERED BATTING CAGE
31	TRACK FIELD HOUSE
32	SERVICE
33	PORTABLE SHED
	PROPOSED LOCKER ROOM

McCrory Williams
Engineers Surveyors
3207 International Drive
MOBILE, ALABAMA
36606
PHONE: (251) 476-4720
FAX: (251) 476-4721
EMAIL: Info@esterandcoleman.com

S1385 - 2006

PLANNING APPROVAL
(REVISION TO PA-001590-2021 5/25/2021)
ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE, MOBILE AL.
SECTION 13, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA

SCALE: 1"= 100'	DATE: APRIL 25, 2023	DRAWN BY: D.W.	APPROVED BY:	SHEET 1 OF 1

ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE, AL 36608

SPRINGHILL COLLEGE
C/O PRESIDENT & FINANCE OFFICE
4000 DAUPHIN STREET
MOBILE, AL 36608

LAFFRE ELIZABETH H
510 PINE ST
CAMDEN, SC 29020

GUY JOHN STACY
4009 OLD SHELL RD #A8
MOBILE, AL 36608

FRANGOS DINO N & KATHERINE C
3610 THE CEDARS AVE
MOBILE, AL 36608

BEAN PROPERTIES LLC
PO BOX 376
MOBILE, AL 36601

FRANGOS D N
3610 THE CEDARS AVE
MOBILE, AL 36608

INGE AMANDA HUNTER, ET AL
4058 OLD SHELL RD
MOBILE, AL 36608

WIZARD PROPERTIES LLC
89 TUTHILL LN
MOBILE, AL 36608

SAINT-PAUL CARLA
771 HENCKLEY AVE
MOBILE, AL 36608

WILRAN NUMBER FIVE LLC
7 YESTER PLACE
MOBILE, AL 36608

SLEDGE ANNE T
121 RIDGELAWN DR E
MOBILE, AL 36608

ST. PAUL'S EPISCOPAL CHURCH
4051 OLD SHELL RD
MOBILE, AL 36608

WILHELM DAVID A & GREER M
PO BOX 81241
MOBILE, AL 36689

LUKE DAN DEALY JR
238 ROLLING HILL DR
DAPHNE, AL 36526

GONZALEZ PAUL JOHN
11940 WEDDINGTON ST UNIT 11
VALLEY VILLAGE, CA 91607

GATES W DAY AS TRUSTEE OF THE
PARISH OF ST PAULS
251 TUTHILL LN
MOBILE, AL 36608

FRIEDLANDER PAMELA S P
4014 OLD SHELL RD
MOBILE, AL 36608

DELCHAMPS PAUL EMILE III &
SHARON R
121 DILSTON LN
MOBILE, AL 36608

BRIDGES PAUL E & MARY
110 MYRTLE WOOD LN
MOBILE, AL 36608

ROEDDER GWENDOLYN A
211 LEVERT AVE
MOBILE, AL 36607

JKV PROPERTIES LLC
4470 MCCRARY RD
SEMMES, AL 36575

LANE JOHN M & JOAN H
612 HERNANDO PL
DAUPHIN ISLAND, AL 36528

FRANKLIN SUSAN B
10 DRURY LN
MOBILE, AL 36608

ERP LLC
3762 MORDECAI LN
MOBILE, AL 36608

BAKER GEORGE R & JOYCE P
4272 BIT & SPUR RD APT 9
MOBILE, AL 36608

CREEL BRUCE & EVA
3762 MOFFETT RD
MOBILE, AL 36618

WHIGHAM ROBERT E III &
MEAGHER LEE WHIGHAM
51 OAKLAND AVE
MOBILE, AL 36608

SMITH BRENT M & KENDALL S
SMITH
354 TUTHILL LN
MOBILE, AL 36608

LITTLE GREY HOUSE LLC
4072 OLD SHELL RD
MOBILE, AL 36608

BMAX LLC
4109 URSULINE DR
MOBILE, AL 36608

HUFFSTUTLER NANCY M & JAMES
38 BUEGER RD
MOBILE, AL 36608

COLLINS HOMER R
PO BOX 376
MOBILE, AL 36601

ABBENE MICHAEL M & DEA E
PO BOX 160
SUMMERDALE, AL 36580

SPRINGHILL MANOR LLC
740 MUSEUM DR
MOBILE, AL 36608

JONES BERNICE C
C/O ROBERT D PIERCE, JR
3045 STERLING ROAD
MOUNTAIN BROOK, AL 35213

WHETROCK, LLC
10 AUDUBON PL
FAIRHOPE, AL 36532

BEDSOLE TRAVIS M JR & SUSAN
310 LONG CT
MOBILE, AL 36609

SPANISH VILLA VEST LLC
C/O MICHAEL ELY
6111 PEACHTREE DUNWOODY RD
ATLANTA, GA 30328

BODIE FRED & JUDY
4300 OLD SHELL RD
MOBILE, AL 36608

SINDEL JAMES
89 TUTHILL LN
MOBILE, AL 36608

WALKER WALTON LLC
4068 OLD SHELL RD
MOBILE, AL 36608

BREVARD SIDNEY A III &
ELIZABETH B BREVARD
3766 SOUTH RHONDA DR
MOBILE, AL 36608

TOOMEY PATRICK DOBBIN
PO BOX 530484
BIRMINGHAM, AL 35253

MEADOR ANNE MEREDITH
4272 BIT AND SPUR RD #17
MOBILE, AL 36608

RTD DEVELOPERS LLC
3851 OLD SHELL RD
MOBILE, AL 36608

WALTERS C L JR
650 RIDGEFIELD DR
MOBILE, AL 36608

ALLEN ANDREW W & DIANA F
2166 DAUPHIN ST
MOBILE, AL 36606

FOUNTAIN KATHLEEN FRAZER
24549 VENETIA RD
MOBILE, AL 36605

JUSTICE SHIRLEY M
4010 OLD SHELL RD
MOBILE, AL 36608

GERNHAUSER HENRY & ELAINE
4009-A2 OLD SHELL RD
MOBILE, AL 36608

WALLER JOE P & MARTHA
4009 OLD SHELL RD UNIT D-11
MOBILE, AL 36608

DOUGHERTY PATRICIA, ET AL
4009 OLD SHELL RD APT D1
MOBILE, AL 36608

MAGGARD DELOIS C
4009 OLD SHELL RD APT E3
MOBILE, AL 36608

JAYE VIRGINIA R
4009 OLD SHELL RD UNIT B10
MOBILE, AL 36608

SCHUBERT PAUL & KARINA
4009 OLD SHELL RD APT B7
MOBILE, AL 36608

GREGORY VICKI
4009 OLD SHELL RD UNIT B5
MOBILE, AL 36608

BARTER MICHAEL & SUSAN
446 CLUBHOUSE DR
FAIRHOPE, AL 36532

STEPHENS SELDEN H JR
259 TUTHILL LN
MOBILE, AL 36608

JACKSON ROBERT G & WINIFRED
4009 OLD SHELL RD APT E9
MOBILE, AL 36608

RIIS JERI A & ERLING RIIS III
4009 OLD SHELL RD APT E22
MOBILE, AL 36608

DULANEY JOAN B
4009 OLD SHELL RD APT C13
MOBILE, AL 36608

FORD BENJAMIN Y & CAMILLE R
262 TUTHILL LN
MOBILE, AL 36608

MCRAE BRENDA C
4009 OLD SHELL RD APT C11
MOBILE, AL 36608

WRIGHT WILTON & SHELBY W
252 TUTHILL LN
MOBILE, AL 36608

LURSEN KATHLEEN
4009 OLD SHELL RD APT B12
MOBILE, AL 36608

LEON LINDSAY MARGUERITE
4009 OLD SHELL RD APT E24
MOBILE, AL 36608

DAHMER EDWARD C JR
4009 OLD SHELL RD APT E14
MOBILE, AL 36608

PRINGLE ANNA BELL
4009-D5 OLD SHELL RD
MOBILE, AL 36608

DIAZ MARIA T
4009 OLD SHELL RD #E20
MOBILE, AL 36608

VICKERS NOREEN MCALLISTER
4009-E5 OLD SHELL RD
MOBILE, AL 36608

BROUGHTON MARY C
255 TUTHILL LN
MOBILE, AL 36608

BAGWELL CHARLDEEN J
1410 FAIRVIEW ST
GRUNDY, VA 24614

CROFT JAMES STEVEN & THERESA
4009 OLD SHELL RD APT E7
MOBILE, AL 36608

RUSS ROBERT WILSON III
1745 HUNTER AVE
MOBILE, AL 36604

GASTON GEARY A & MARGARET
8120-K HWY 98
SEMMES, AL 36575

BEASLEY SHARRON ANN
4009 OLD SHELL RD APT C5
MOBILE, AL 36608

FRIEDMAN BARRY & MARJORIE
4006 OLD SHELL RD
MOBILE, AL 36608

CATHOLIC SOCIETY OF RELIGIOUS
& LITERARY EDUCATION
4511 W PINE BLVD, STE. B
ST. LOUIS, MO 63108

HART ANGELA P
4337 BIT & SPUR RD
MOBILE, AL 36608

SMITH DAVID CLAYTON &
CHRISTINA
3916 MCREE PL
MOBILE, AL 36608

AMBERGER NICHOLAS & MELANIE
3940 MCREE LN
MOBILE, AL 36608

LAMAR WILLIAM BIBB III & ROSA
3950 OLD SHELL RD
MOBILE, AL 36608

TROPEANO ANA KARINA
3933 MCREE PL
MOBILE, AL 36608

MCELROY JEANNE F
3505 STEIN ST
MOBILE, AL 36608

HART JUSTIN R & STACEY H
3936 MCREE LN
MOBILE, AL 36608

DRUHAN RHEN & THOMAS J
DRUHAN
137 DOGWOOD LN
MOBILE, AL 36608

JONES TAYLOR STIMPSON
254 DOGWOOD LN
MOBILE, AL 36608

WAECHTER CARROLL WILLIAM III
& SHEA PALMER WAECHTER
258 DOGWOOD LN
MOBILE, AL 36608

MCANDREW JOHN CRAFT III &
MARGARET GREEN
3854 OLD SHELL RD
MOBILE, AL 36608

HALLET MARY FRANCES
210 DOGWOOD LN
MOBILE, AL 36608

JOHNSON WYATT & LYDIA K
250 DOGWOOD LN
MOBILE, AL 36608

STEVENS SCOTT D & CAROLINE C
3863 OLD SHELL RD
MOBILE, AL 36608

RIGGIN JOHN & LAUREE S
3867 OLD SHELL RD
MOBILE, AL 36608

VICK VALERIE L
216 DAUPHIN ST
MOBILE, AL 36608

TOOMEY ALICE M
2456 LOYOLA LN #7
MOBILE, AL 36608

BROWN SUSAN VALENTINE
3454 LOYOLA LN
MOBILE, AL 36608

ATKINS RALPH L
100 B DU RHU DR
MOBILE, AL 36608

TAFRA MICHAEL & KAREN
PO BOX 231
DAUPHIN ISLAND, AL 36528

RILEY REGORY LYNN & JAMES
DOUGLAS LOUDEN
1902 GOVERNMENT ST
MOBILE, AL 36606

NICHOLS DESTINY & DEBORAH
C/O ROBBINS SETH HENRY III
108 DU RHU #C
MOBILE, AL 36608

COOK ROBERT H & JANE E HERRIN
1921 FULLER ST
HATTIESBURG, MS 39401

PATEL ANGELA
PO BOX 5463
GULF SHORES, AL 36547

HORNER JOHN M JR & ALLISON
4226 BELLEVUE LN
MOBILE, AL 36608

THORNTON ERIN RAE
110 DU RHU DR #C
MOBILE, AL 36608

JOHNSON FRED A & MARTHA T
C/O E MICHAEL JOHNSON
7 DRURY LN
MOBILE, AL 36608

ROBINSON DUDLEY MCNEILL &
WILLIAM C WAECHTER III
258 DOGWOOD LN
MOBILE, AL 36608

HENRY KATHY W & PATRICK D
PO BOX 16474
MOBILE, AL 36616

OBERRY ROBERT E & SAVANNAH K
61 NACK LN
MOBILE, AL 36608

CMB LP
PO BOX 178
LUCEDALE, MS 39452

MCGUIRE JAMES E
PO BOX 6150
MOBILE, AL 36660

CASTILLO SERGIO A
3850 LLEWELYN DR
MOBILE, AL 36608

ROGERS JOEL S & ANGIE K
100 DU RHU DR #C
MOBILE, AL 36608

ZOGHBY JEFF
1229 CHIMNEY TOP DR W
MOBILE, AL 36608

CANFIELD LEWIS
276 MAYFLOWER ST
MOBILE, AL 36607

SALES DIRECT LLC
PO BOX 9877
MOBILE, AL 36691

SMP PROPERTIES LLC
5570 NEVIUS RD
MOBILE, AL 36619

KAY INVESTMENTS LLC
C/O JOHN W LASSITER III
1001 CULLOMBURG RD
SILAS, AL 36919

MCCONAGHY NANCY
PO BOX 33
SATSUMA, AL 36572

WELLS WILLIAM S
130 DU RHU DR UNIT C
MOBILE, AL 36608

SULLIVAN PATRICIA ANNE
2340 HUFFMAN DR W
MOBILE, AL 36693

JENSEN WILLIAM O & JUDITH M
812 DOGWOOD LN
TOWNVILLE, SC 29689

THE COMMONS AT SPRINGHILL
116 DU RHU DR
MOBILE, AL 36608

MCVAY MALCOLM AS TRUSTEE
12185 JESSAMINE ST
MAGNOLIA SPRINGS, AL 36555

TANNER LOIS VIRGINIA LOTT
PO BOX 55
CITRONELLE, AL 36522

MIRROR LAKE RAQUET CLUB
PO BOX 40004
MOBILE, AL 36604

SLAUGHTER ROBERT J
196 STILLWOOD LN
MOBILE, AL 36608

JOHNSTON MARGARET D
1008 HWY 90
MOBILE, AL 36693

KITSOS SARAH M
110 DU RHU DR UNIT H
MOBILE, AL 36608

TOTH HENRIETTA ROAS
1170-A AIR TERMINAL DR
MOBILE, AL 36695

QUINNELLY JEFFREY F & HUNTER J
PO BOX 81449
MOBILE, AL 36689

MORGAN ELISKA & MICHAEL
63 NACK LN
MOBILE, AL 36608

WELLS WILLIAM P JR
106-A DU RHU DR
MOBILE, AL 36608

SLEDGE ANGELA N
114-E DU RHU DR
MOBILE, AL 36608

FRIEDLANDER JANIS R
PO BOX 91901
MOBILE, AL 36691

URBANSKI GREG ANTHONY
PO BOX 81194
MOBILE, AL 36689

HAYES MARTHA P
124 DU RHU DR UNIT D
MOBILE, AL 36608

ZOGHBY JENNA G
1229 CHIMNEY TOP DR W
MOBILE, AL 36695

MURDOCK NEIL A & MEGAN A
112 DU RHU DR #G
MOBILE, AL 36608

WILLIS ANNA CORINNE
114-A DU RHU DR
MOBILE, AL 36608

LADD SAM GAILLARD
102 B DU RHU DR
MOBILE, AL 36608

WHITTINGTON CYNTHIA
134-H DU RHU DR
MOBILE, AL 36608

THAMES MARGARET SUSAN
130-D DU RHU DR
MOBILE, AL 36608

CROOM JOHN T
110 DU RHU DR
MOBILE, AL 36608

LEATHERBURY GREGORY L JR &
SUSAN T
29514 CANAL RD
ORANGE BEACH, AL 36561

FARMER ZUE I
700 BISHOP LN N
MOBILE, AL 36608

HARVEY TERRY, LILLIAN HARVEY &
TERRY HARVEY
1418 HEBRON RD
GROVE HILL, AL 36451

BUTLER JANE C
102 DU RHU DR #D
MOBILE, AL 36608

NICHOLLS CLAIRE & JAMES KEITH
12 SOLDIERS RTE
SPANISH FORT, AL 36527

LITTLE JOE H III
128-A DU RHU DR
MOBILE, AL 36608

WYATT WILLIAM WESLEY
118 DU RHU DR #H
MOBILE, AL 36608

SUTHERLAND ROQUENIA L
118-G DU RHU DR
MOBILE, AL 36608

ANDREWS S GREG
112-C DU RHU DR
MOBILE, AL 36608

MOSTELLER MARY LOU
C/O KENNETH CAIN
82 PLANTATION POINTE #259
FAIRHOPE, AL 36532

WELLS LINDA
112 DU RHU DR APT E
MOBILE, AL 36608

TURK GINA LODESTRO
120 DU RHU DR #C
MOBILE, AL 36608

LIVINGSTON JEANNE MARIE
132-B DU RHU DR
MOBILE, AL 36608

WHITE HUGH LAWSON II
128-J DU RHU DR
MOBILE, AL 36608

DAFFIN LYNETTE V
12302 SHADOWPOINT DR
HOUSTON, TX 77082

FICK STEPHEN F
400 STIRRUP CT
MOBILE, AL 36608

ROBINSON ROSE M
122 DU RHU DR #F
MOBILE, AL 36608

HOUSTON FLORENCE B
120-B DU RHU DR
MOBILE, AL 36608

RUSH BRITTNEY A
128 DU RHU DR #F
MOBILE, AL 36608

JONES EMILIE WALKER
163 HILLSIDE LN
MOBILE, AL 36608

GREER RONALD C JR & DEBBIE
59 NACK LN
MOBILE, AL 36608

JOHNSON JANE C
108-E DU RHU DR
MOBILE, AL 36608

WELFORD TONY G
100-H DU RHU DR
MOBILE, AL 36608

BROWN EVELYN M
122-A DU RHU DR
MOBILE, AL 36608

POWELL LANIE DION
106-E DU RHU DR
MOBILE, AL 36608

RIGGINS LAURA L
102-C DU RHU DR
MOBILE, AL 36608

JOHNSTON JOHN Q & LANA D
65 HILLSIDE LN
MOBILE, AL 36608

MANNING ZEBIE DWAYNE & KAREN
PO BOX 434
TOXEY, AL 35921

HALE MARY W
12 MCALPINE DR
MOBILE, AL 36608

O'NEILL HELEN CARROLL
402 ROTHLEY AVE
FAIRHOPE, AL 36532

ESPINOSA MARY HELEN
PO BOX 527444
MIAMI, FL 33152

GULF COAST OPTOMETRY PD
C/O DON NGUYEN
3743 AIRPORT BLVD
MOBILE, AL 36608

MORRIS BERTRAM C & KATHERINE M
2305 APPLETREE CT
HUNTSVILLE, AL 36801

GREEN MATTHEW S
57 NACK LN
MOBILE, AL 36608

BOYKIN MALLORY, STEPHEN C BOYKIN & JENNIFER BOYKIN
116-E DU RHU DR
MOBILE, AL 36608

LITTLE MARY ROSS
118-E DU RHU DR
MOBILE, AL 36608

REAMS DORA CERAVOLO & TERESA A CERAVOLO
59 HILLSIDE LN
MOBILE, AL 36608

BRUNSON JANE PALMER
134-E DU RHU DR
MOBILE, AL 36608

BARNETT DAVID MITCHELL & ASHLEY BRADY
11 MCALPINE DR
MOBILE, AL 36608

HANES ALEXANDER S IV
100-K DU RHU DR
MOBILE, AL 36608

PALMER JULIE M
108-G DU RHU DR
MOBILE, AL 36608

ENGLAND DOROTHY M A LIFE EST
114-F DU RHU DR
MOBILE, AL 36608

LEATHERBURY CATHERINE & THOMAS GRAVES LEATHERBURY
116-A DU RHU DR
MOBILE, AL 36608

SWEATT DAWN ROBBINS
132-C DU RHU DR
MOBILE, AL 36608

TILLOTSON MARTHA S
104-D DU RHU DR
MOBILE, AL 36608

ECKERT PATRICK
128 DU RHU DR APT E
MOBILE, AL 36608

GREEN JAMES ANTONE & LAURIE
151 HILLSIDE DR
MOBILE, AL 36608

ISOM SHAREN D
112-J DU RHU DR
MOBILE, AL 36608

BAILEY SUSAN TODD
112-L DU RHU DR
MOBILE, AL 36608

STEVENS MARYANN CLARK
118-A DU RHU DR
MOBILE, AL 36608

BELL WINIFRED STILES
100-L DU RHU DR
MOBILE, AL 36608

LEARD WILLIAM DAVID
61 HILLSIDE DR
MOBILE, AL 36608

BURKE ELIZABETH MCLAUGHLIN
116-C DU RHU DR
MOBILE, AL 36608

REYNOLDS RUSSELL T
4009 OLD SHELL RD APT D10
MOBILE, AL 36608

INGE HERNDON III
4058 OLD SHELL ROAD
MOBILE, AL 36608

MCDANIEL HUEY G & BUNNIE S
6701 SOMERBY LN
MOBILE, AL 36695

FRIEND JOHN H III
PO BOX 1645
MOBILE, AL 36633

ORLEANS FAMILY LLC
4009 OLD SHELL RD APT C22
MOBILE, AL 36608

CLARK LARRY W & KATHLEEN M
15 LITTLE GATE WAY
KINGSTON, GA 30145

LANE DAVID & SUSAN LANE
4810 MUMS CT
MOBILE, AL 36608

MJDM LIVING TRUST OF AUG 4, 2020
4009 OLD SHELL RD APT A5
MOBILE, AL 36608

HAMILTON CATHERINE V
8706 PATTERSON PATH
LILLIAN, AL 36549

MCLEOD ELIZABETH SUZANNE
4009 OLD SHELL RD APT B2
MOBILE, AL 36608

MCCOY AMY MCDUFFIE
30846 PARAPET CT
SPANISH FORT, AL 36527

RADCLIFF VIRGINIA STINSON
20 N REED AVE
MOBILE, AL 36604

MITCHELL ALICE SCHAFFER
6065 BUCHANAN CR
MCDONOUGH, GA 30252

SCOTT PAUL ANTHONY & SHELLY MAY
4107 RIDGELAWN DR
MOBILE, AL 36608

HARKNESS MARARET P
4009 OLD SHELL RD APT E6
MOBILE, AL 36608

AMON MEREDITH & BRET A
4009 OLD SHELL RD APT C24
MOBILE, AL 36608

HIRS JAMES M
4009 OLD SHELL RD APT C21
MOBILE, AL 36608

LANHAM DORIS C
4009 OLD SHELL RD APT D15
MOBILE, AL 36608

TEW MICHAEL B & RHONDA
516 BUCHANAN DR
DAUPHIN ISLAND, 36528

SCHUBERT PAUL T & KARINA C
4009 OLD SHELL RD APT B7
MOBILE, AL 36608

PIERCE MICHAEL TRAVIS
105 RIDGELAWN DR E
MOBILE, AL 36608

MCCREE PLACE HOMEOWNERS ASSOC
3940 MCREE LN
MOBILE, AL 36608

FAGBONGE ADEYINKA & ENOILA
151 DU RHU DR APT 4301
MOBILE, AL 36608

FARRELL DANIEL G & JENNIFER P
3966 OLD SHELL RD
MOBILE, AL 36608

RHODES LOWREY & SHANNON
PO BOX 81656
MOBILE, AL 36689

ROE SEAN ALLAN & KIMBERLY ROE
147 MCALPINE DR
MOBILE, AL 36608

QUINNELLY JEFFREY F & HUNTER J
PO BOX 81449
MOBILE, AL 36689

HIGHLAND AT SPRING HILL LLC
5690 WATERMELON RD STE 400
NORTHPORT, AL 35473

KITSOS III CHRISTOPHER T
8 MCALPINE DR
MOBILE, AL 36608

HURD AUBREY M
151 MCALPINE DR
MOBILE, AL 36608

MORGAN DAVID H
3 MCALPINE DR
MOBILE, AL 36608

FULMER ANNA KATHARYN
10 ROSE AVE
MOBILE, AL 36608

GRAFE MARY EMMA
12 ROSE AVE
MOBILE, AL 36608

TOMLINSON MICHAEL P
6 ROSE AVE
MOBILE, AL 36608

SLAUGHTER ROBERT J
11000 KELLY RD
MOBILE, AL 36608

CLOUD 7-A LLC
220 S MOBILE ST
FAIRHOPE, AL 36532

BLANTON ARRIA
31490 HEIDELBROOK LOOP
SPANISH FORT, AL 36527

BURLESON DEBORAH
604 BARCELONA DR
SATSUMA, AL 36572

DERELI NESLIHAN
60 N ROYAL ST
MOBILE, AL 36602

CORNELL PROPERTIES LLC
PO BOX 8345
MOBILE, AL 36689

LARRY JEFFERSON DOUGLAS
10385 KALI OKA RD
MOBILE, AL 36613

FUSALOTTI ANDREW
3741 RIVERCHASE CT
THEODORE, AL 36582

HAWK CHARLES W & GAYE HAWK
20114 ERIN POND RD W
SEMINOLE, AL 36574

DICKINSON MARIE P & KEITH M
10832 RIGBY DR
MOBILE, AL 36695

ASG INVESTMENTS, LLC
117 FRAZER CT
MOBILE, AL 36607

FULLER BRADLEY E
251 CROSSGATE DR
ELMORE, AL 36025

STANTON BRENDA J
2123 SHEFFIELD CT
MOBILE, AL 36693

STEWART BRENT EDWARD
130 DU RHU DR UNIT F
MOBILE, AL 36608

DICKINSON KEITH M & MARIE P
10832 RIGBY DR
MOBILE, AL 36695

BROOKS KAREN JACKSON HILL
PO BOX 842
WATSON, LA 70786

ROBERTSON MARGARET LYNN
135 RIVERBEND DR
MOBILE, AL 36605

EAGLE BAY PROPERTIES LLC
SERIES 2
4011 MCGREGOR OAKS
MOBILE, AL 36608

DUNCAN ROBERT A JR
816 GRIFFIN PARK VIEW
BIRMINGHAM, AL 35242

MCGINLEY ROBERT B & KELLY A
9 SPRING BANK RD S
MOBILE, AL 36608

MAKIN STEVEN A & SHARIN E
9735 MOSLEY RD
FAIRHOPE, AL 36532

KNOX DANIEL E
116F DU RHU DR
MOBILE, AL 36608

KILLION MARY
118 DU RHU DR UNIT C
MOBILE, AL 36608

JACKSON SARAH H & JOSEPH W
134D DU RHU DR
MOBILE, AL 36608

KANGSUMRITH TEE & ANH
PO BOX 1453
FAIRHOPE, AL 36533

MARRIOTT ANN BRAXTON
313 RIDGELAWN DR W
MOBILE, AL 36608

MCDONALD WALKER & CONDI H
219 LAKEWOOD DR E
MOBILE, AL 36608

SHEETS LISA
128D DU RHU DR
MOBILE, AL 36608

CHUNN AMANDA E
128K DU RHU DR
MOBILE, AL 36608

HINTON JUDITH C A LIFE ESTATE
110A DU RHU DR
MOBILE, AL 36608

NALL CHRISTOPHER
112A DU RHU DR
MOBILE, AL 36608

NALL CHRISTOPHER A & ANNSLEY M
112B DU RHU DR
MOBILE, AL 36608

WARD MARY COYE & LYNN WARD
112 DU RHU DR #K
MOBILE, AL 36608

HOLMES KATHARINE BLEDSOE
114C DU RHU DR
MOBILE, AL 36608

BOYLES JAMES
114D DU RHU DR
MOBILE, AL 36608

MORGAN BONNIE E
6250 HILLVIEW RD
THEODORE, AL 36582

BOYLES LAURA BUSBY
116D DU RHU DR
MOBILE, AL 36608

CALONJE BRANDY
118 DU RHU DR UNIT F
MOBILE, AL 36608

ABRUSCATO MARY S
122 DU RHU DR #B
MOBILE, AL 36608

MOLYNEUX JOHN A & REGINA
122C DU RHU DR
MOBILE, AL 36608

SCHOTTGEN LEIGH W
122E DU RHU DR
MOBILE, AL 36608

CASSITY AMY V
100 DU RHU DR UNIT G
MOBILE, AL 36608

LOTT FRANK J JR & MAIRANNE H
104 MORPHY AVE
FAIRHOPE, AL 36532

Agenda Item #: 6

MOD-002524-2023 & MOD-002525-2023

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

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
161 Dogwood Lane

Subdivision Name:
Not applicable

Applicant / Agent (as applicable):
St. Paul's Episcopal School, McCrory Williams, Agent

Property Owner:
St. Paul's Episcopal

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

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:
Not provided

Proposal:

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

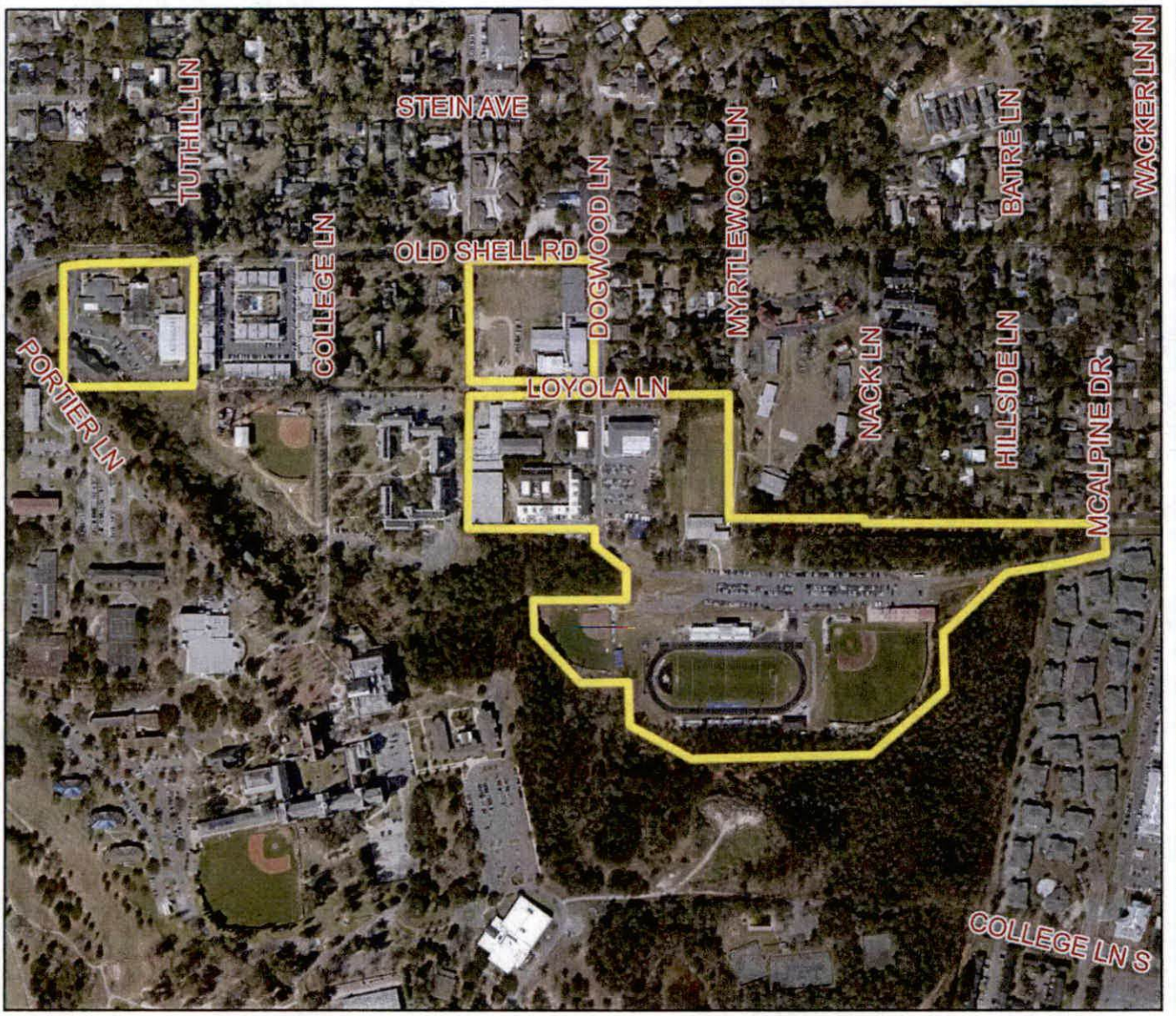
Considerations:

1. Modification of a previously approved Planned Unit Development with one (1) condition; and
2. Modification of a previously approved Planning Approval with one (1) condition.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 4
Exhibits 5

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A college lies west of the site.

APPLICATION NUMBER 6 DATE June 15, 2023

APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

REQUEST PUD Modification, PA Modification

N

NTS

SITE HISTORY

Since 2003, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a church school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications was approved by the Planning Commission at its May 20, 2021 meeting to allow a parking lot addition at the Northeast corner of Provident Lane and Loyola Lane.

STAFF COMMENTS

Engineering Comments:

Planned Unit Development Modification (MOD-002524-2023)

1. Retain PUD NOTE #3 (1. Thru 6.), as shown on the PUD SITE PLAN dated April 25, 2023.
2. Renumber the second NOTE #3 and NOTES #4 - #10.

Planning Approval Modification (MOD-002525-2023)

1. Retain PUD NOTE #3 (1. Thru 6.), as shown on the PUD SITE PLAN dated April 25, 2023.
2. Renumber the second NOTE #3 and NOTES #4 - #10.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

The subject site is developed as an existing church school in an R-1, Single-Family Residential Suburban District. The applicant wishes to construct a 20-foot by 50-foot (1,000 square foot) locker room near an existing softball field. As PAs and PUDs are site plan specific, and the proposed change was determined not be a minor change, the site is required to obtain Modification approval in order to proceed with the construction. If the site did not have a history of PAs and PUDs, a Conditional Use Permit (CUP) would be required.

The proposed locker room is contained within the existing boundaries of the school property, with the softball field being located on property the school leases from Springhill College. Furthermore, the locker room will not increase parking requirements for the school, will not alter the scope of operations previously approved for the site, and will comply with setback and site coverage requirements. It should be noted that the design of the locker room building itself will need to comply with the requirements of Article 3, Section 64-3-6. Of the Unified Development Code, to include height and wall variations as part of the building design.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

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

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

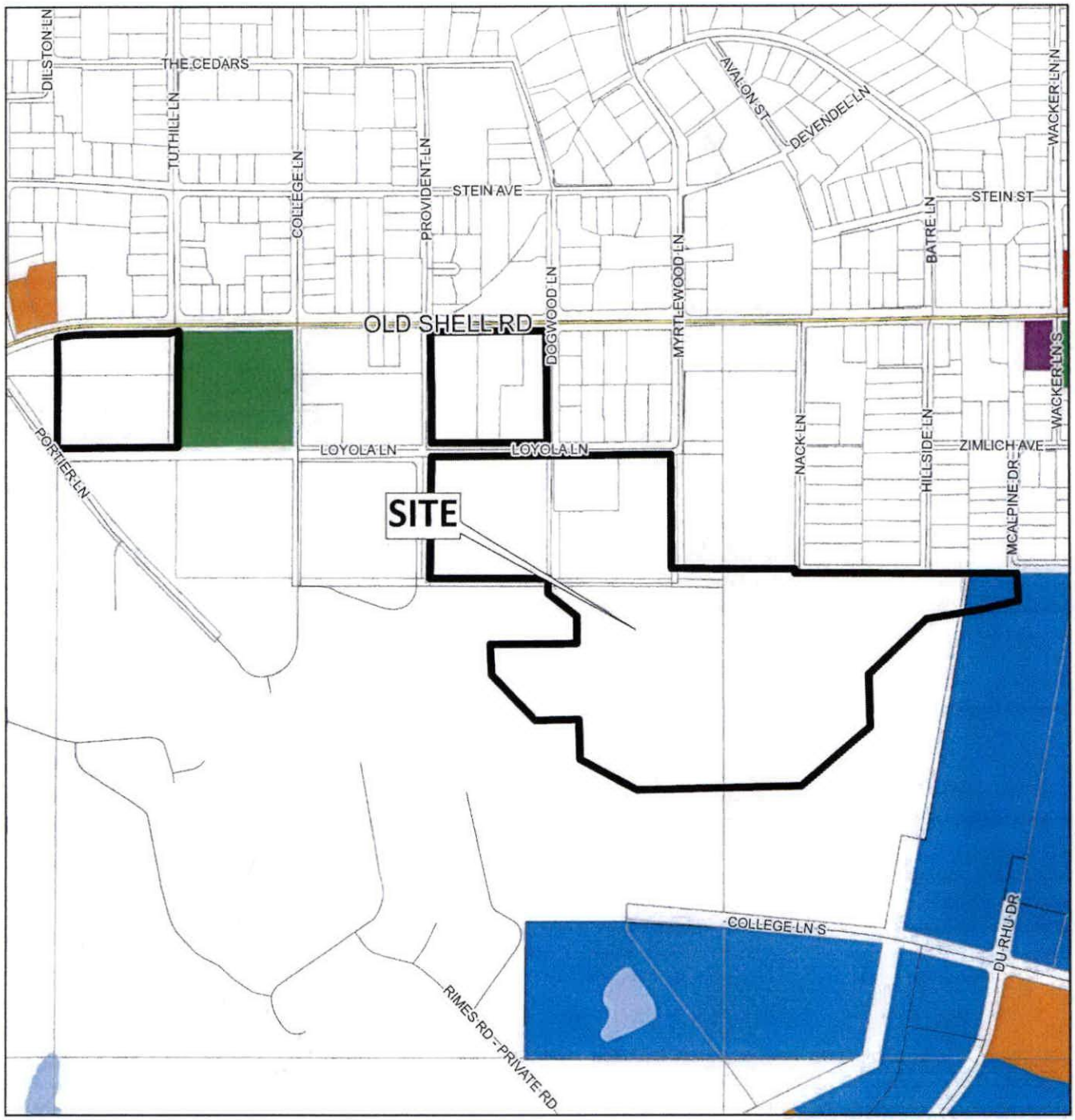
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE June 15, 2023

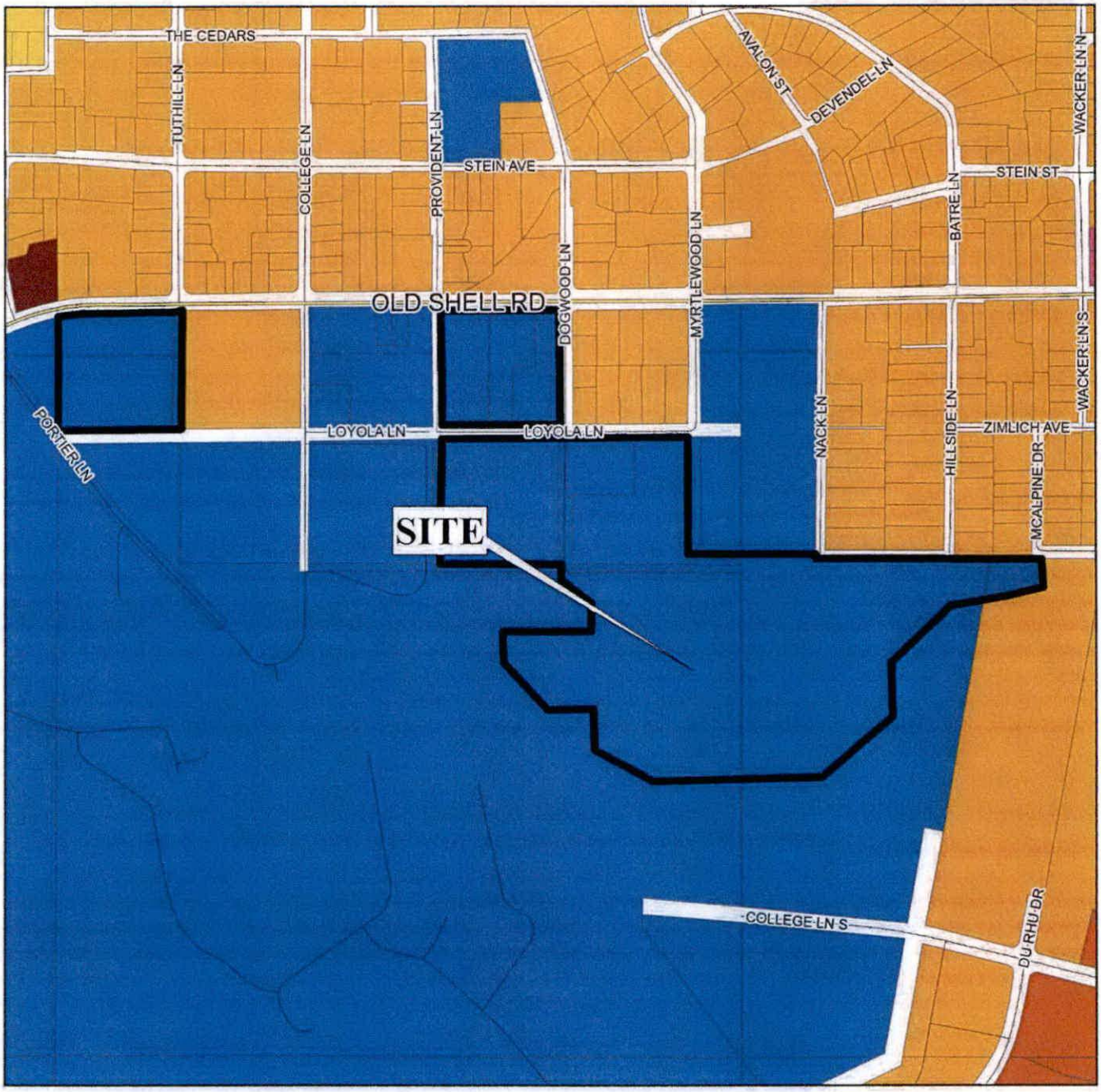
APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

REQUEST PUD Modification, PA Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE June 15, 2023

APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

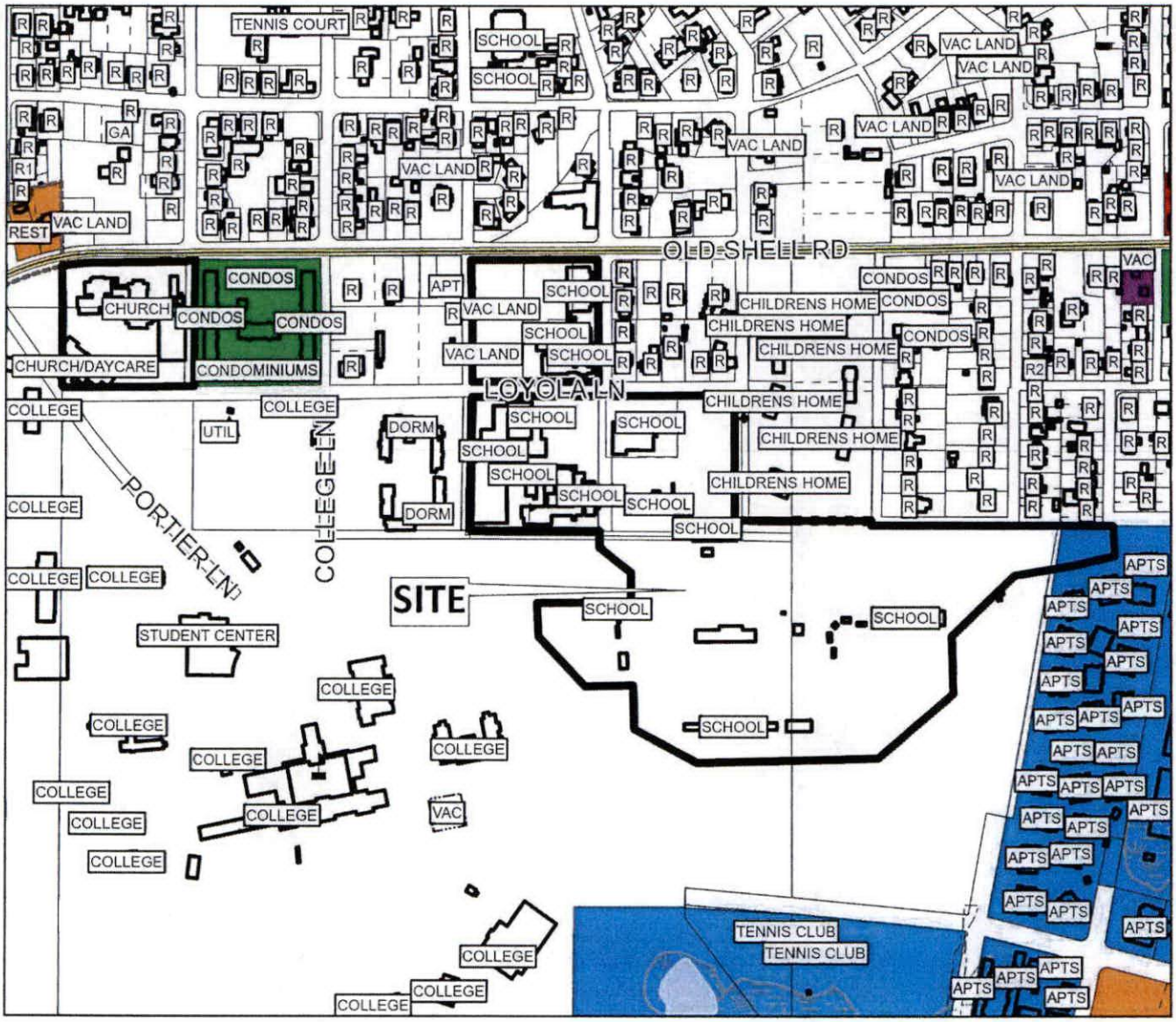
REQUEST PUD Modification, PA Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A college lies west of the site.

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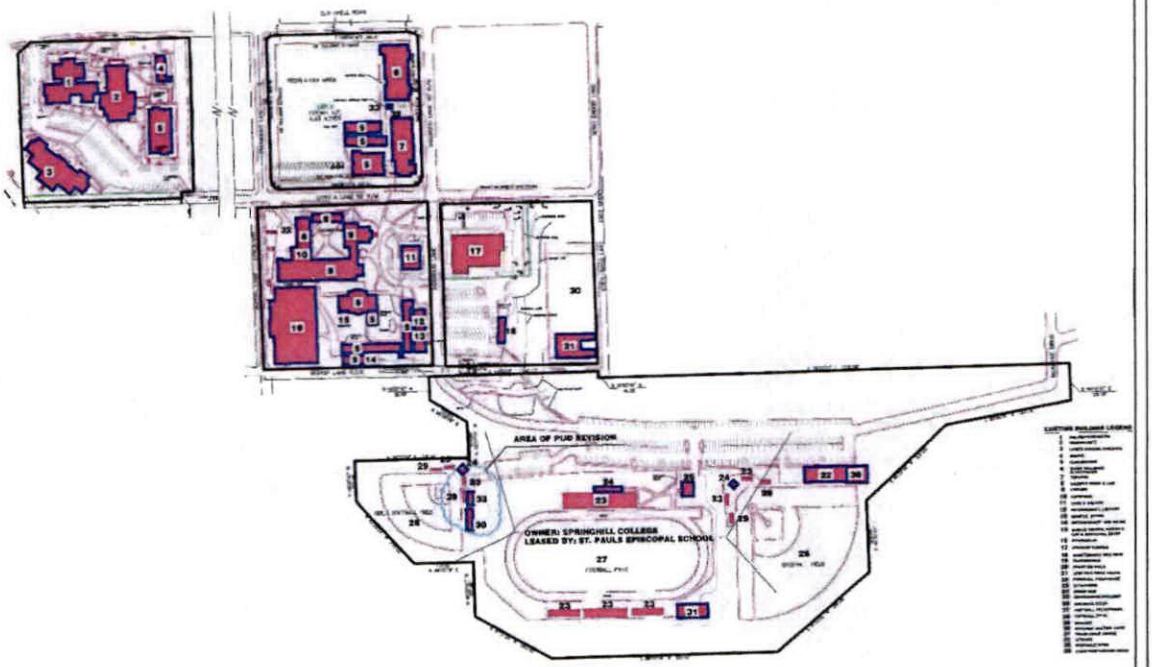
REQUEST PUD Modification, PA Modification

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

N

NTS

SITE PLAN



The site plan illustrates the existing school buildings, and proposed locker room.

APPLICATION NUMBER	6	DATE	June 15, 2023
APPLICANT	St. Paul's Episcopal School, McCrory & Williams, Agent		
REQUEST	PUD Modification, PA Modification		

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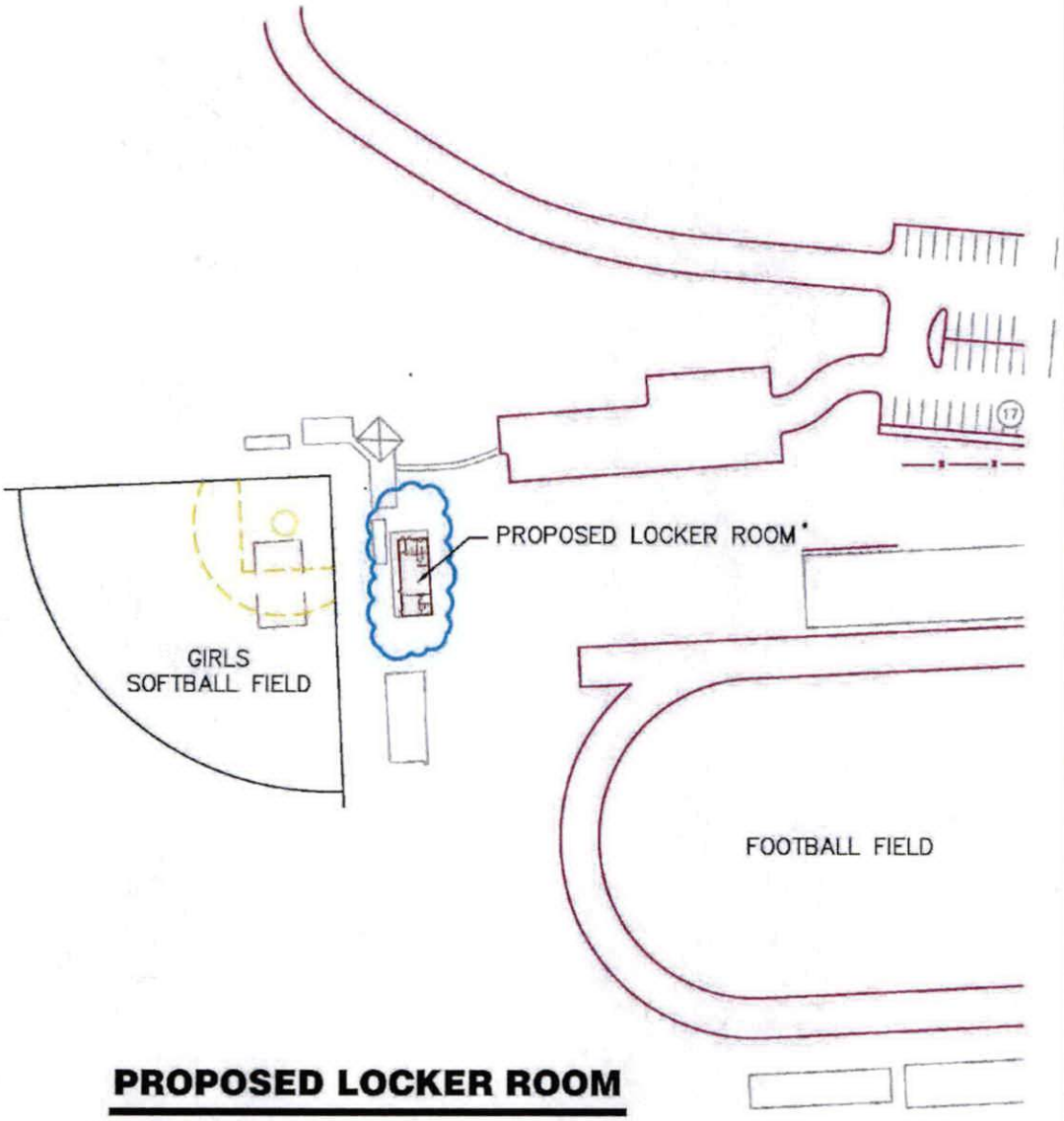
NTS

DETAIL SITE PLAN



PROPOSED LOCKER ROOM

APPLICATION NUMBER 6 DATE June 15, 2023

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REQUEST PUD Modification, PA Modification

N

NTS