AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, November 8, 2022, 10:30 AM

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

   Rev. Dr. Mary Jayne Ledgerwood, Trinity Episcopal Church

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 Gulf Coast Challenge for a waiver of the Noise Ordinance at Mardi Gras Park on November 9, 2022, from 6:00 p.m. - 11:00 p.m. (District 2).

   Request of Gulf Coast Challenge for a waiver of the Noise Ordinance at Mardi Gras Park on November 11, 2022, from 6:00 p.m. - 11:00 p.m. (District 2).

   Request of Nasser Parvinrouh for a waiver of the Noise Ordinance at Bienville Square on November 12, 2022, from 11:00 a.m. - 2:00 p.m. (District 2).

   Request of Sharon Barker for a waiver of the Noise Ordinance at 1215 Elmira Street on November 19, 2022, from 4:00 p.m. - 9:00 p.m. (District 2).

   Request of Pam Shreve for a waiver of the Noise Ordinance at 906 Garrity Street on September 2, 2023, from 6:30 p.m. - 12:00 p.m. (District 3).

9. **PUBLIC HEARINGS**

   Public hearing to rezone property located at 5015, 5017, 5019, 5021, 5029, 5033, 5039, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane from R-2 and B-2 to B-2 (District 4).

Public hearing to declare the structure at 1853 Toulmin Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1302 Virginia Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 850 Victory Drive, W. a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 2721 Ralston Road a public nuisance and order it demolished (District 5).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Jacob Blasius - Request the City trap and exterminate coyotes.

Rev. L. C. Green - Transparency in the annexation process.

Reggie Hill - Will present a budget amendment to improve public safety and remarks about the Civic Center.

11. ORDINANCES HELD OVER

11-047 Ordinance to adopt a building code for the City of Mobile (sponsored by Mayor Stimpson (submitted by Shayla Beaco, Build Mobile).

19-048 Ordinance to adopt an electrical code for the City of Mobile (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

22-049 Ordinance to adopt a fire code for the City of Mobile (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

28-050 Ordinance to adopt a housing code for the City of Mobile (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

28-051 Ordinance to adopt an existing building code for the City of Mobile (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

28-052 Ordinance to establish a schedule of permit fees for the City of Mobile building codes (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

65-053 Ordinance to adopt a fuel gas code for the City of Mobile (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

65-054 Ordinance to adopt a mechanical code for the City of Mobile (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

45-055 Ordinance to adopt a plumbing code for the City of Mobile (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

65-056 Ordinance to amend Chapter 52, Article I of the Mobile City Code (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

65-057 Ordinance to adopt a residential code for the City of Mobile (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

12. RESOLUTIONS HELD OVER

08-970 Approve purchase order to Target Solutions Learning, Inc. for annual renewal of vector solutions online learning management system training software; $52,343.98 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-971 Approve purchase order to Precision Delta Corp. for 375 cases of Winchester 9MM ammunition for MPD; $80,463.75 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-972 Approve purchase order to Arcadis US, Inc. for vehicle detection equipment and installation at 8 intersections; $459,414.18 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-973 Authorize contract with Micor, Inc., d/b/a MDS Construction, Inc., for phase 4 improvements at Spanish Plaza; $36,323.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

21-974 Authorize contract with BFI Waste Services, LLC, d/b/a Republic Services of Mobile for garbage compactor rental and service for three years; NTE $300,000.00 (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

21-975 Authorize contract with Osprey Initiative, LLC for Citywide stormwater litter collection and analysis services; $500,000.00 (sponsored by City Council and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-976 Authorize contract with Protecvideo, LLC for professional services in the deployment and management of technical, technology and consulting services; 3 year contract NTE $200,000.00 (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety Director).

21-977 Authorize contract with UAV Survey, LLC for professional services in the deployment and management of technical, technology and consulting services; 3 year contract NTE $200,000.00 (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety Director).

37-978 Approve a Certificate of Public Convenience and Necessity to Tram the Town, LLC to operate a tram service (submitted by Lisa C. Lambert, City Clerk).

60-979 Authorize Settlement Agreement and Release of Claims; Williams (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

13. ORDINANCES BEING INTRODUCED

07-058 Amend Chapter 7 of the Mobile City Code, "Animals and Fowls" (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

64-059 Rezone property located at 5015, 5017, 5019, 5021, 5029, 5033, 5039, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane from R-2 and B-2 to B-2 (sponsored by Councilmember Reynolds).

14. CONSENT RESOLUTIONS BEING INTRODUCED

03-980 Re-appoint Dianne Jones to the History Museum of Mobile Board (sponsored by Councilmember Gregory) (submitted by Lisa C. Lambert, City Clerk).

37-981 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Post Crafted Cocktails and Wine Bar; 4513 Old Shell Road (sponsored by Councilmember Daves).

37-982 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Shivji Store; 65 N. Cody Road (sponsored by Councilmember Gregory).

58-983 Authorize removal of weeds, Group 1634.

58-984 Assess cost for removal of weeds, Weed Lien 1630.

40-985 Declare the structure at 1853 Toulmin Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-986 Declare the structure at 1302 Virginia Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-987 Declare the structure at 850 Victory Drive, W. a public nuisance and order it demolished (sponsored by Councilmember Small).

40-988 Declare the structure at 2721 Ralston Road a public nuisance and order it demolished (sponsored by Councilmember Daves).

60-989 Approve award of special bonus to the Parks & Recreation Employee of the Month; Mitchell (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Rec. Dept.).

60-990 Approve award of special bonus to the Public Services Employee of the Month; Daniels (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

60-991 Approve award of special bonus to the Public Works at Large Employee of the Month; Davis (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works Dept.).

60-992 Determine an appropriation to the National Association of Women Business Owners serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-993 Determine an appropriation to Right Way Christian Center Church serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-994 Determine an appropriation to Wynnfield Homeowners Association, Inc. serves a public purpose and approve payment (sponsored by Councilmember Jones) (submitted by Rebecca Christian, Accounting Dept.).

60-995 Determine an appropriation to CC's Classic Catering, LLC serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Dept.).

60-996 Determine an appropriation to the United Methodist Inner City Mission of Mobile, Inc. serves a public purpose and approve payment (sponsored by Councilmembers Carroll, Small, Daves, Jones & Gregory) (submitted by Rebecca Christian, Accounting Dept.).

03-1005 Re-appoint Harris Oswalt to the Mobile Library Board (sponsored by Councilmember Daves) (submitted by Lisa C. Lambert, City Clerk).

15. RESOLUTIONS BEING INTRODUCED

08-997 Approve purchase order to Schaefer Plastics North America, LLC for 793 residential trash containers; $47,287.69 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-998 Approve purchase order to Sunbelt Fire, Inc. for 50 sets of turnout/bunker gear for MFRD; $147,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-999 Approve purchase order to IT Vendor for managed network threat protection, equipment and 1-year support subscription; $19,593.90 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1000 Transfer funds from the General Fund to Capital Improvement Fund, Capital Project Cruise Terminal-New Gangway; $4,900,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1001 Authorize change order with John G. Walton Construction Co., Inc. for Texas Street Rehabilitation Project; $125,526.75 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.)

21-1002 Authorize change order with John G. Walton Construction Co., Inc. for Broad Street Redevelopment Project; $2,008,451.45 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

60-1003 Authorize Release of Claims and Settlement Agreement; Knight and Smith (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

16. CALL FOR PUBLIC HEARINGS

41-1004 Call for public hearing to rezone property located at 3200 and 3202 Old Shell Road from R-1 and B-3 to B-3 (District 1) (scheduled for December 6, 2022).

17. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

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	11/1/2022 - 2:33 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

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
GCC 1	Cover Memo	11/3/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/3/2022 - 10:15 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Gulf Coast Challenge
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-391-3455 Cell Number: 251-391-3455

Organization (if applicable) _____

Mailing Address of Applicant 950 South Dauphin St

Telephone No. 251-391-3455 E-mail address tpettway@thegulfcoastchallenge.net

Location or address of event where amplification will be used:
Mardi Gras Park

Date of Event: 11-9-22 Starting Time: 6pm Ending Time 11pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Community Concert

Do you plan to sell alcohol at this event? _____ YES xxx 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

CITY CLERK DEPARTMENT
2022 OCT 31 PM 1:05

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

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
GCC 2	Cover Memo	11/3/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/3/2022 - 10:17 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Gulf Coast Challenge
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-391-3455 Cell Number: 251-391-3455

Organization (if applicable) _____

Mailing Address of Applicant 950 South Dauphin St

Telephone No. 251-391-3455 E-mail address tpettway@thegulfcoastchallenge.net

Location or address of event where amplification will be used:
Mardi Gras Park

Date of Event: 11-11-22 Starting Time: 6pm Ending Time 11pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Community Concert

Do you plan to sell alcohol at this event? _____ YES xxx 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

CITY CLERK DEPARTMENT
2022 OCT 31 PM 1:05

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

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
Parvinrouh	Cover Memo	11/4/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/4/2022 - 2:37 PM

CITY CLERK DEPARTMENT

APPLICATION FOR WAIVER OF NOISE ORDINANCE

2022 NOV -4 PM 2:28

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: Nasser Parvinrouh
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-709-1239 Cell Number: 251-709-1239

Organization (if applicable) _____

Mailing Address of Applicant 1403 Blacklawn St., 36604

Telephone No. 251-709-1239 E-mail address nasser4422@att.net, mparvinrouh@gmail.com

Location or address of event where amplification will be used:
Beinville Square, Downtown Mobile

Date of Event: 11/12/2022 Starting Time: 11:00 AM Ending Time 2:00 PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Peaceful Demonstration for Iranian Women

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:11/8/2022

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
Barker	Cover Memo	11/3/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/3/2022 - 10:26 AM

CITY CLERK DEPARTMENT

2022 NOV -2 PM 12:48

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: Sharon Barker
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251 433-6264 Cell Number: 251 391-2208

Organization (if applicable) _____

Mailing Address of Applicant 1215 Elmira St. Mobile Al 36604

Telephone No. 251 391-2208 E-mail address sharongbarker@gmail.com

Location or address of event where amplification will be used:

1215 Elmira St. Mobile 36604 "My Home"

Date of Event: 11-19-22 Starting Time: 4:00pm Ending Time 9:00 p.m.
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Birthday Party

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Shreve	Cover Memo	10/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/27/2022 - 2:05 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: Pam Shreve
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-375-6541

Organization (if applicable) Shreve + Hopton-Jones Wedding

Mailing Address of Applicant 6140 Timberly Rd N Mobile, AL 36609

Telephone No. 251-375-6541 E-mail address pshreve03@gmail.com

Location or address of event where amplification will be used:
906 Garrity St Mobile, AL 36605

Date of Event: 9/2/23 Starting Time: 6:30pm Ending Time 12:00pm

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

Type of Event: Wedding Reception

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:11/8/2022

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/29/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/29/2022 - 3:55 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 5015, 5017, 5019, 5021, 5029, 5033, 5039, 5049, 5051, 5055,
5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road and 2104 Garmons Lane
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the northwest corner of N. Demetropolis Road and Dinkins Drive)

Pursuant to Resolution of the Mobile, Alabama City Council adopted October 4, 2022, a public hearing will be held on the 8th day of November, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 5015, 5017, 5019, 5021, 5029, 5033, 5039, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road and 2104 Garmons Lane (southeast corner of Cottage Hill Road and Demetropolis Road, extending to the northwest corner of N. Demetropolis Road and Dinkins Drive) from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

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

Lisa C. Lambert
City Clerk

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

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

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

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2021026506 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°18'43"W 490.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°44'31"W 745.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARMON'S LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°24'00" AND A RADIUS OF 25.00 FEET; THENCE

CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN SOUTHWESTWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, A DISTANCE OF 31.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S53°57'29"W, 29.53 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S89°50'31"E 18.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 143.29 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 58 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE AND ALONG THE SOUTH BOUNDARY OF PARCEL 3 OF SAID MARTHA YOUNG ESTATE, RUN S88°50'31"W 269.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN N06°07'55"W 506.78 FEET TO A POINT ON THE ARC OF A 187.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.97 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N44°54'09"E 172.23 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'44"E 317.81 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°08'40"E 532.86 FEET TO A POINT; THENCE S07°56'10"E AND ALONG THE WEST BOUNDARY OF LOT 2 OF THE AFOREMENTIONED COTTAGE SQUARE SUBDIVISION, RUN A DISTANCE OF 200.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, COTTAGE SQUARE SUBDIVISION, THENCE RUN S88°48'19"E 108.39 FEET TO A POINT; THENCE RUN N01°11'41"E 83.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE AFOREMENTIONED LOT 2, COTTAGE SQUARE SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 2, COTTAGE SQUARE SUBDIVISION, RUN S88°42'29"E 110.33 FEET TO THE POINT OF BEGINNING. CONTAINING 614,189 SQUARE FEET OR 14.10 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-2, Neighborhood Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; 2) compliance with Engineering comments: (a) Any work performed in the existing ROW (right-of-way) such as

driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b) A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c) Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d) Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. e) 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. f) The proposed development must comply with all Engineering Department design requirements and Policy Letters.); and, 3) full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 8th day of November 2022, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 9th day of October, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane** (Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with: **1) completion of the Subdivision process; 2) compliance with Engineering comments:** ***(a) Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b) A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c) Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d) Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. e) 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. f) The proposed***

development must comply with all Engineering Department design requirements and Policy Letters.); and, **3) full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2022

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

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

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

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2021026506 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°18'43"W 490.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°44'31"W 745.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARMON'S LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°24'00" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN SOUTHWESTWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, A DISTANCE OF 31.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S53°57'29"W, 29.53 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S89°50'31"E 18.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 143.29 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 58 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE AND ALONG THE SOUTH BOUNDARY OF PARCEL 3 OF SAID MARTHA YOUNG ESTATE, RUN S88°50'31"W 269.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD,

RUN N06°07'55"W 506.78 FEET TO A POINT ON THE ARC OF A 187.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.97 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N44°54'09"E 172.23 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'44"E 317.81 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°08'40"E 532.86 FEET TO A POINT; THENCE S07°56'10"E AND ALONG THE WEST BOUNDARY OF LOT 2 OF THE AFOREMENTIONED COTTAGE SQUARE SUBDIVISION, RUN A DISTANCE OF 200.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, COTTAGE SQUARE SUBDIVISION, THENCE RUN S88°48'19"E 108.39 FEET TO A POINT; THENCE RUN N01°11'41"E 83.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE AFOREMENTIONED LOT 2, COTTAGE SQUARE SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 2, COTTAGE SQUARE SUBDIVISION, RUN S88°42'29"E 110.33 FEET TO THE POINT OF BEGINNING. CONTAINING 614,189 SQUARE FEET OR 14.10 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-2, Neighborhood Business District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business District** until all of the conditions set forth below have been complied with: 1) **completion of the Subdivision process; 2) compliance with Engineering comments:** ***(a) Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b) A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c) Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm***

Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d) Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. e) 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. f) The proposed development must comply with all Engineering Department design requirements and Policy Letters.); **and, 3) full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

White-Spunner Realty
5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

September 28, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of September 1, 2022 considered the request of **White-Spunner Realty** for a change in zoning from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District** for the property located at **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane** (Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; 2) compliance with Engineering comments:** ***(a) Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b) A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c) Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d) Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final***

Certificate of Occupancy. e) 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. f) The proposed development must comply with all Engineering Department design requirements and Policy Letters.); **and, 3) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 6, 2022

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

Re: **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane**
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
Council District 4
ZON-002133-2022 (Rezoning)
White-Spunner Realty
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

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

At its meeting on September 1, 2022, the Planning Commission considered the above referenced Subdivision application.

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

a. **changing conditions in a particular area make a change in the Ordinance necessary and desirable; and**
b. **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

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

1) **completion of the Subdivision process;**
2) **compliance with Engineering comments:** ***(a) Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the***

City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b) A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c) Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d) Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. e) 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. f) The proposed development must comply with all Engineering Department design requirements and Policy Letters.); and,

3) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $648.20. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 22, 2022

Christopher White-Spunner
3207 International Drive
Suite G
Mobile, Alabama 36606

Re: **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane**
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
Council District 4
ZON-002133-2022 (Rezoning)
White-Spunner Realty
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

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

At its meeting on August 18, 2022, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Commission decided to holdover the application to the September 1, 2022, meeting to allow the applicant time to obtain authorization from the owner of the adjacent land-locked parcel.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

August 4, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane**
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
Council District 4
ZON-002133-2022 (Rezoning)
White-Spunner Realty
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, August 18, 2022, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from, R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District , however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate 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, August 17, 2022,** 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 4, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane**
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
Council District 4
ZON-002133-2022 (Rezoning)
White-Spunner Realty
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business 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, August 18, 2022, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from, R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. 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, August 17, 2022,** 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 Procedure's 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.

ZON-002133-2022

City of Mobile · Planning & Zoning

Planning Commission Application

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) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☒ **Zoning Change**	☐ **Planning Approval**	☐ **Planned Unit Development**
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

(*Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee* = **Total Application Cost**)

1. APPLICANT If other than property owner, must furnish written authorization from owner.

White-Spunner Realty — Name

chris@white-spunnerrealty.com — Email

3201 Dauphin Street, Suite A Mobile, AL 36606 — Full Address (Street, City, State, Zip)

(251) 471-1000 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

see attached "LIST OF OWNERS" — Name

Name (other owners, optional)

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

2104 Garmon's Lane — Property Address

see attached "PARCEL NUMBERS" — Parcel Number

98,033 Sq.Ft. or 2.25+/- Acres — Property Area (acres or square feet)

R-1 — Present Zoning

B-2 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ■ **YES** ☐ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ■ **NO**

10. 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).

11. 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 "LIST OF OWNERS"

Applicant Signature _____ 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 rezoning or Planning 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 "LIST OF OWNERS"

Applicant Signature _____ Date _____

Application Submission
Contact Information

Name of Project: Cottage Village Shopping Center Subdivision

Address: 5011-5133 Cottage Hill Road

Owner: See Attached "LIST OF OWNERS"

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Authorized Agent: White-Spunner Realty

Address: 3201 Dauphin Street, Suite A Mobile, AL Zip Code: 36606

Phone: (251) 471-1000 Fax: _____ Email: chris@white-spunnerrealty.om

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: McCrory & Williams, Inc.

Address: 3207 International Drive, Suite G Mobile, AL Zip Code: 36606

Phone: (251) 476-4720 Fax: (251) 476-4721 Email: dwhitt@mcwinc.com

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Laura M. Davis — Laura M. Davis

Signature — Print

07/15/2022 — draftsman/McCrory & Williams

Date — Affiliation to project/Organization

Narrative:
THE PROPERTY IS CURRENTLY OPERATING AS A SHOPPING CENTER WITH SEVERAL BUILDINGS AND TENANTS AS LEASE PARCELS. THE OWNERS WANT TO REMOVE THE CURRENT "PNC BANK" BUILDING AND LEASE THE NORTHWEST CORNER OF THE EXISTING SHOPPING CENTER TO ANOTHER TENANT.
THE OWNERS HAVE ALREADY ACQUIRED SOME ADDITIONAL TAX PARCELS TO THE SOUTH TO INCREASE THE AREA OF THE SHOPPING CENTER. THEY HAVE SUBMITTED A SUBDIVISION APPLICATION TO COMBINE SEVERAL TAX PARCELS AND CREATE LEGAL LOTS OF RECORD FOR THE LEASE PARCELS. THE OWNERS BELIEVE THIS TENANT WILL BE AN ASSET TO THE AREA AND THE ADDITIONAL PROPERTY TO THE SOUTH WILL HELP WITH ACCESS TO UNIVERSITY BOULEVARD AND POSSIBLY DRAINAGE. THEY ARE REQUESTING

COTTAGE VILLAGE SHOPPING
CENTER SUBDIVISION

LIST OF OWNERS

WHITE-SPUNNER REALTY IS AUTHORIZED TO REPRESENT ME IN THE SUBMITTAL OF "COTTAGE VILLAGE SHOPPING CENTER SUBDIVISION" APPLICATIONS TO

CITY OF MOBILE PLANNING COMMISSION.

HC20WS, LLC
ATTN: BLACKSHER WHITE-SPUNNER, ET AL
PO BOX 7475
MOBILE, AL 36670

BLACKSHER WHITE-SPUNNER
(251) 471-1000

DATE: 7-15-22

WILLIAM M. LYON, JR ET AL
LYON LAW FIRM, P.C.
PO BOX 1312
MOBILE, AL 36633

William M. Lyon, Jr.
William M. Lyon, Jr. (Jul 15, 2022 15:25 CDT)

WILLIAM M. LYON, JR
(251) 490-4446

DATE: 7-15-22

B. WHITE-SPUNNER
PO BOX 7475
MOBILE, AL 36670

BLACKSHER WHITE-SPUNNER
(251) 471-1000

DATE: 7-15-22

Cottage Village SC Owners

Final Audit Report 2022-07-15

Created:	2022-07-15
By:	Front Desk (frontdesk@white-spunnerrealty.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz-9xd5x4HekOz9XQZnvfsy2oSYhcpqyn

"Cottage Village SC Owners" History

Document created by Front Desk (frontdesk@white-spunnerrealty.com)
2022-07-15 - 8:11:45 PM GMT- IP address: 50.86.89.94

Document emailed to bj@lyonlawpc.com for signature
2022-07-15 - 8:12:19 PM GMT

Email viewed by bj@lyonlawpc.com
2022-07-15 - 8:28:38 PM GMT- IP address: 100.21.157.149

Document e-signed by William M. Lyon, Jr. (bj@lyonlawpc.com)
Signature Date: 2022-07-15 - 8:29:26 PM GMT - Time Source: server- IP address: 45.17.96.64

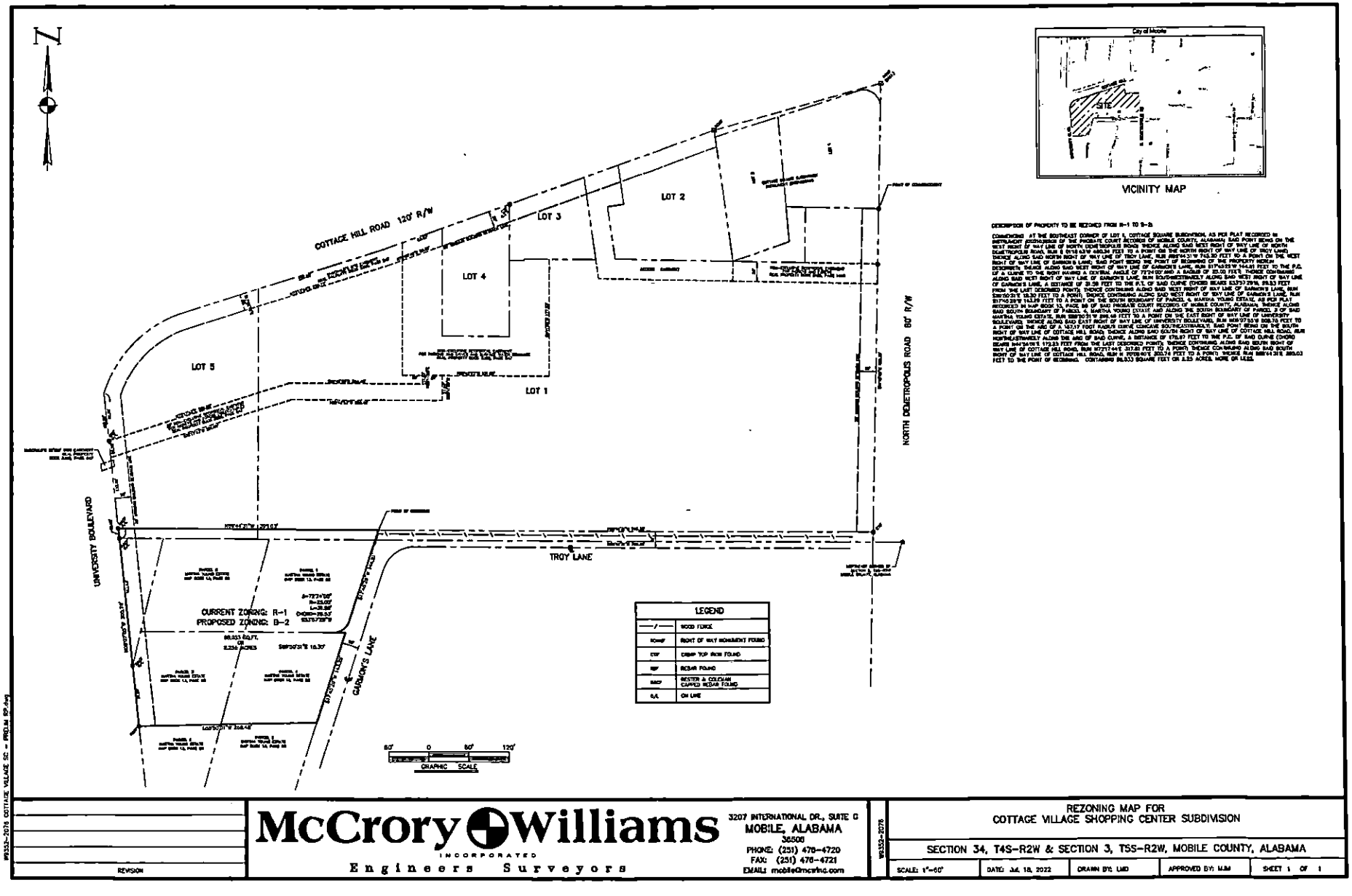
Agreement completed.
2022-07-15 - 8:29:26 PM GMT

DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2021026506 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°18'43"W 490.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°44'31"W 745.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARMON'S LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°24'00" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN SOUTHWESTWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, A DISTANCE OF 31.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S53°57'29"W, 29.53 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S89°50'31"E 18.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 143.29 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 58 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE AND ALONG THE SOUTH BOUNDARY OF PARCEL 3 OF SAID MARTHA YOUNG ESTATE, RUN S88°50'31"W 269.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN N06°07'55"W 506.78 FEET TO A POINT ON THE ARC OF A 187.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.97 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N44°54'09"E 172.23 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'44"E 317.81 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°08'40"E 532.86 FEET TO A POINT; THENCE S07°56'10"E AND ALONG THE WEST BOUNDARY OF LOT 2 OF THE AFOREMENTIONED COTTAGE SQUARE SUBDIVISION, RUN A DISTANCE OF 200.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, COTTAGE SQUARE SUBDIVISION, THENCE RUN S88°48'19"E 108.39 FEET TO A POINT; THENCE RUN N01°11'41"E 83.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE AFOREMENTIONED LOT 2, COTTAGE SQUARE SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 2, COTTAGE SQUARE SUBDIVISION, RUN S88°42'29"E 110.33 FEET TO THE POINT OF BEGINNING. CONTAINING 614,189 SQUARE FEET OR 14.10 ACRES, MORE OR LESS.

LEGAL DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2021026506 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°18'43"W 490.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°44'31"W 745.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARMON'S LANE; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°24'00" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN SOUTHWESTWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, A DISTANCE OF 31.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S53°57'29"W, 29.53 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S89°50'31"E 18.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 143.29 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 58 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE AND ALONG THE SOUTH BOUNDARY OF PARCEL 3 OF SAID MARTHA YOUNG ESTATE, RUN S88°50'31"W 269.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN N06°07'55"W 506.78 FEET TO A POINT ON THE ARC OF A 187.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.97 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N44°54'09"E 172.23 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'44"E 317.81 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°08'40"E 300.74 FEET TO A POINT; THENCE RUN S89°44'31"E 395.03 FEET TO THE POINT OF BEGINNING. CONTAINING 98,033 SQUARE FEET OR 2.25 ACRES, MORE OR LESS.



DESCRIPTION OF PROPERTY TO BE REZONED FROM R-1 TO B-2:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2003180000 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°19'10"W 499.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°54'31"W 743.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARMON'S LANE; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°40'39"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°45'00" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN WESTERLY ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, A DISTANCE OF 31.75 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S37°57'79"W, 29.63 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S54°00'21"E 18.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°40'39"W 143.94 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 88 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE AND ALONG THE SOUTH BOUNDARY OF PARCEL 3 OF SAID MARTHA YOUNG ESTATE, RUN S89°50'31"W 899.66 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN N00°07'50"W 808.76 FEET TO A POINT ON THE ARC OF A 1,472.27 FOOT RADIUS CURVE (CONCAVE SOUTHEASTERLY); SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 373.67 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N44°34'05"E 372.63 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'44"E 317.61 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 89°59'15"E 200.74 FEET TO A POINT; THENCE RUN S89°44'31"E 200.03 FEET TO THE POINT OF BEGINNING. CONTAINING 99,933 SQUARE FEET OR 2.29 ACRES, MORE OR LESS.

McCrory Williams
INCORPORATED
Engineers Surveyors
3207 INTERNATIONAL DR., SUITE G
MOBILE, ALABAMA
36606
PHONE: (251) 478-4720
FAX: (251) 478-4721
EMAIL: mobile@mcwinc.com

REVISION

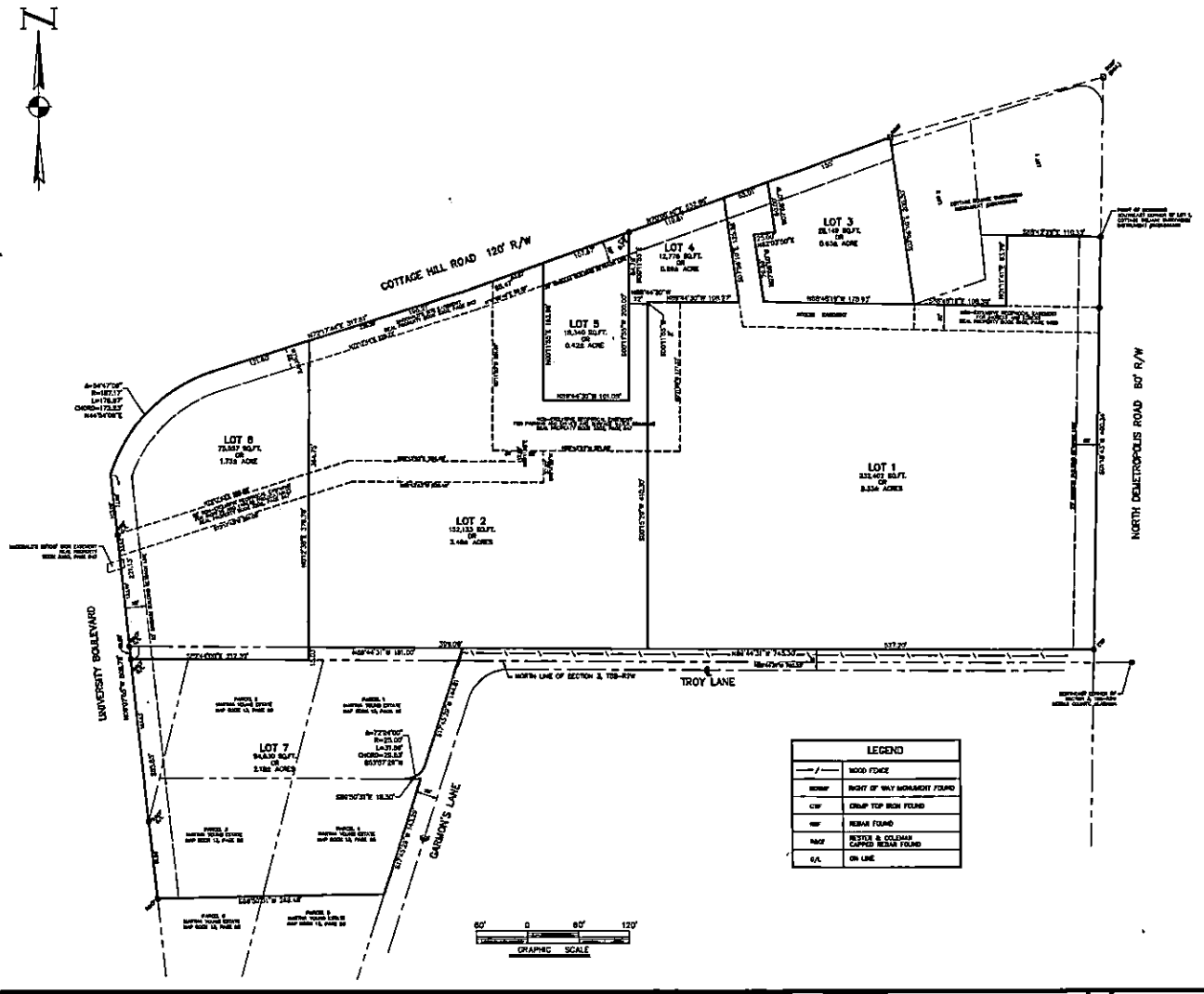
W1533-2076

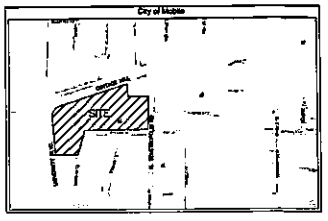
REZONING MAP FOR
COTTAGE VILLAGE SHOPPING CENTER SUBDIVISION

SECTION 34, T4S-R2W & SECTION 3, T5S-R2W, MOBILE COUNTY, ALABAMA

SCALE: 1"=60'	DATE: Jul. 18, 2022	DRAWN BY: LMD	APPROVED BY: MJM	SHEET 1 OF 1

W1533-2076 COTTAGE VILLAGE SC - REZ.M-B2.dwg





VICINITY MAP

DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2021095508 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°16'43"W FROM FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°44'31"W 743.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARMON'S LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S13°49'29"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°34'00" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN SOUTHWESTERLY ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, A DISTANCE OF 34.04 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S23°57'29"W, 29.53 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S59°50'31"E 16.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°43'29"W 143.29 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 36 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE, AND ALONG THE SOUTH BOUNDARY OF PARCEL 3 OF SAID MARTHA YOUNG ESTATE, RUN S89°50'31"W 389.46 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN N05°07'10"W 508.70 FEET TO A POINT ON THE ARC OF A 197.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.87 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N64°08'18"E 172.83 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'14"E 217.91 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°09'45" E 532.99 FEET TO A POINT; THENCE S01°54'10"E AND ALONG THE WEST BOUNDARY OF LOT 2 OF THE AFOREMENTIONED COTTAGE SQUARE SUBDIVISION, RUN A DISTANCE OF 209.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE RUN S89°44'31"E 126.39 FEET TO A POINT; THENCE RUN S01°11'41"E 83.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE AFOREMENTIONED LOT 1, COTTAGE SQUARE SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 2, COTTAGE SQUARE SUBDIVISION, RUN S89°12'39"E 110.33 FEET TO THE POINT OF BEGINNING. CONTAINING 814,188 SQUARE FEET OR 18.69 ACRES, MORE OR LESS.

STATE OF ALABAMA
COUNTY OF MOBILE

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

KEVIN A. MILLER, PLS — DATE
ALABAMA REGISTRATION NUMBER 14588
NOT VALID WITHOUT ORIGINAL SEAL

NOTES:

1. F.E.M.A. FLOOD INSURANCE RATE MAP NO. 01097C0543 L, COMMUNITY NO. 015007, DATED JUNE 6, 2020 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X(UNSHADED)" AREA.
   ZONE X(UNSHADED) – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
   LIMITS OF FLOOD ZONES SCALED FROM THE AFOREMENTIONED FLOOD INSURANCE RATE MAP).
2. PROPERTY IS SUBJECT TO ZONING SETBACKS AND RESTRICTIONS OF RECORD.
3. BEARINGS BASED ON ALABAMA STATE PLANE COORDINATES (WEST ZONE) NAD83, US SURVEY FEET.

OWNERS:

MCCWG, LLC
ATTN: BLACKNER WHITE-SPUNNER
PO BOX 7475
MOBILE, AL 36670
AND

WILLIAM H. LYON, JR ET AL
LYON LAW FIRM, P.C.
PO BOX 1213
MOBILE, AL 36633
AND

B. WHITE-SPUNNER, ET AL
PO BOX 7475
MOBILE, AL 36670

APPROVED:
MOBILE CITY PLANNING COMMISSION

SECRETARY — DATE

CITY ENGINEER — DATE

TRAFFIC ENGINEERING DIRECTOR — DATE

W3352-2075 COTTAGE VILLAGE SC – PRELIM RP.dwg

REVISION

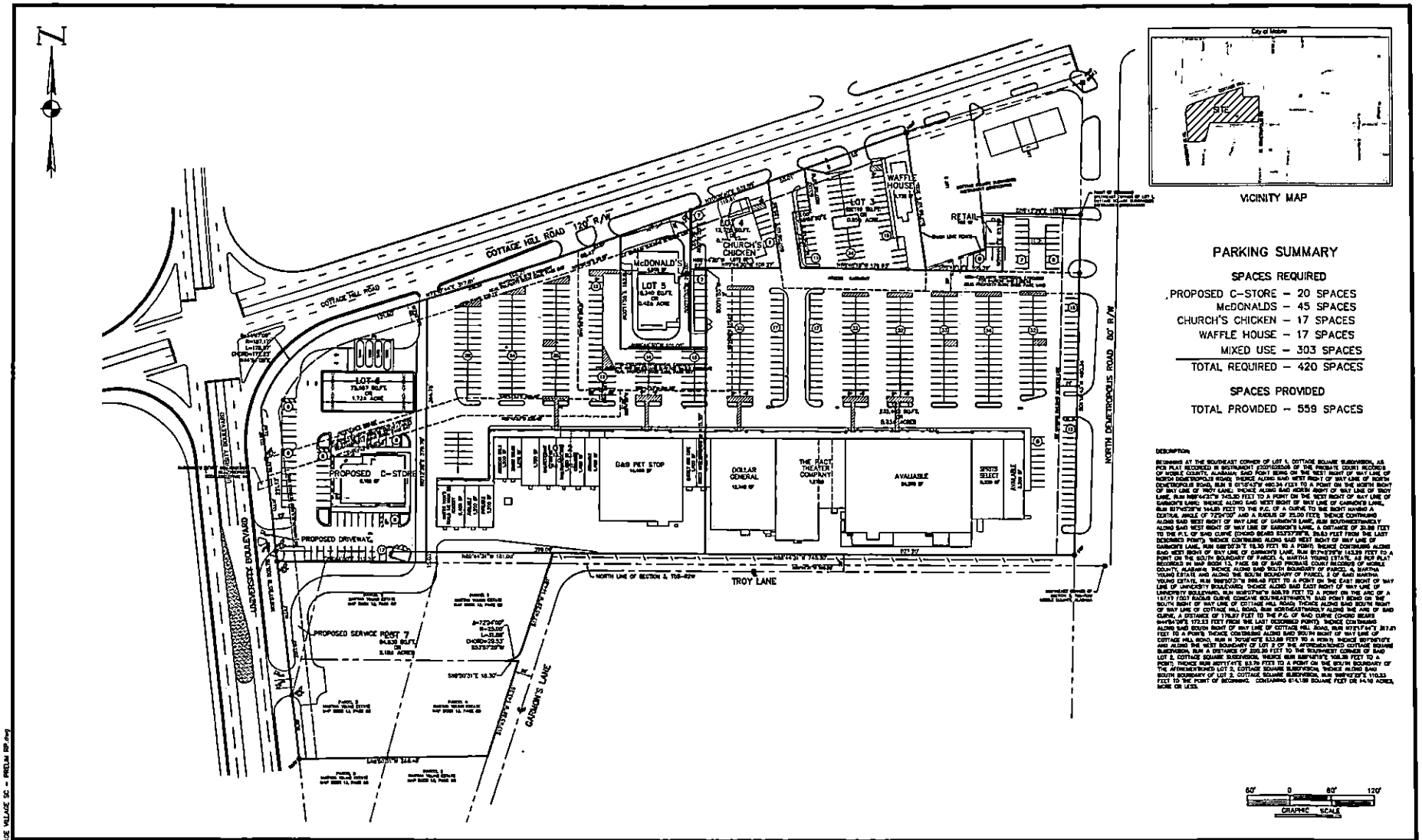
McCrory Williams
INCORPORATED
Engineers Surveyors
3207 INTERNATIONAL DR., SUITE G
MOBILE, ALABAMA
36606
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W3352-2075

COTTAGE VILLAGE SHOPPING CENTER SUBDIVISION

SECTION 34, T4S-R2W & SECTION 3, T5S-R2W, MOBILE COUNTY, ALABAMA

SCALE: 1"=60'	DATE: Jul. 29, 2022	DRAWN BY: LMD	APPROVED BY: MJM	SHEET 1 OF 1



REVISION

McCrory Williams
INCORPORATED
Engineers Surveyors

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W3533-2019

PUD
COTTAGE VILLAGE SHOPPING CENTER SUBDIVISION
SECTION 34, T4S-R2W & SECTION 3, T5S-R2W, MOBILE COUNTY, ALABAMA

SCALE: 1"=60'	DATE: JULY 29, 2022	DRAWN BY: LMD	APPROVED BY: MJM	SHEET 1 OF 1

W3533-2019 COTTAGE VILLAGE SC - PRELIM SP.dwg

HC20WS, LLC
ATTN: BLACKSHER WHITE-SPUNNER
PO BOX 7475
MOBILE, AL 36670

WILLIAM M. LYON, JR ET AL
LYON LAW FIRM, P.C.
PO BOX 1312
MOBILE, AL 36633

B. WHITE-SPUNNER, ET AL
PO BOX 7475
MOBILE, AL 36670

WHITE-SPUNNER REALTY
ATTN: CHRIS HARLE
3201 DAUPHIN ST, STE A
MOBILE, AL 36606

NGUYEN THUY KIM ET AL
729 OAK HILL RD
MOBILE, AL 36609

CAGLE FAMILY LLC
C/O BALL RICHARD & ILONA BALL
13842 GABRIEL CT
JACKSONVILLE, FL 32224

CAGLE ALLEN M & MELINDA K
13842 GABRIEL CT
JACKSONVILLE, FL 32224

MAWSS
PO BOX 180249
MOBILE, AL 36618

WAL-MART REAL ESTATE
C/O WAL-MART PROP TAX DEPT
PO BOX 8050
ATTN: 0555
BENTONVILLE, AR 72712

HANCOCK BANK
C/O VEE SERVICES, INC
11700 PRESTON RD, STE 660-#193
DALLAS, TX 75230

CITY OF MOBILE
C/O CITY CLERK OFFICE
205 GOVERNMENT ST
MOBILE, AL 36602

LANIER SARAH B
5070 COTTAGE HILL RD
MOBILE, AL 36609

NGUYEN LAN H
6063 SOUTHBEND DR S
MOBILE, AL 36619

RUSSELL JAMES A & PATRICIA
721 S UNIVERSITY BLVD
MOBILE, AL 36609

SYMAHA LLC
6401 CANEBRAKE RD
MOBILE, AL 36695

NRP LLC
C/O NICHOLE PATRICK
22 EDGEFIELD RD
MOBILE, AL 36608

SEBSTIANI LECY
3255 SPALDING DR
SANDY SPRINGS, GA 30350

SU SIMON M
11544 AUTUMN TERRACE DR
WHITE MARSH, MD 21162

COTTON RICHARD K
PO BOX 383
SARALAND, AL 36571

GARMON CHRISTOPHER
6621 RED MAPLE DR
MOBILE, AL 36618

DINKINS MARY
C/O MICHAEL & TRACY DINKINS
5057 DINKINS DR
MOBILE, AL 36693

ROBINSON GLORIA J & BEATRICE MCDOWELL
600 E CHURCH ST
HAMMOND, LA 70401

GULF CREEK LLC
PO BOX 2903
MOBILE, AL 36652

MOBILE HOUSING BOARD
PO BOX 1345
MOBILE, AL 36633

MALONE BEAULAH
2106 GARMONS LN
MOBILE, AL 36693

DINKINS LONNIE
5057 DINKINS DR
MOBILE, AL 36693

CARTER JULIA LEE & PAUL
2115 GARMONS LN
MOBILE, AL 36693

JONES SHEDRICK & DORIS L
2124 COOKES LN
MOBILE, AL 36693

WALKER TONYA MARQUETTA & JEROME M YELDING
5012 COTTAGE HILL RD
MOBILE, AL 36609

MCCORD RAPUNZELL NORWOOD
5016 COTTAGE HILL RD
MOBILE, AL 36609

SAMUELS SHNNON
712 MERRITT DR
MOBILE, AL 36609

COOKE FLORENCE MAE & VICTORIA
GARMON HOLMES
2100 COOKES LN
MOBILE, AL 36609

CAPPS GERALD & GLORIA
11100 HOWELLS FERRY RD
SEMMES, AL 36575

HED PROPERTIES LLC
34182 FARRINGTON LN
SPANISH FORT, AL 36527

DIALS HELEN
9947 SUMMER WOODS CT
MOBILE, AL 36695

AKERBLOOM RUSSEL C
5008 COTTAGE HILL RD
MOBILE, AL 36609

EDWARDS SARAH B, A LIFE EST
7840 TERRY DR
MOBILE, AL 36695

BUSBY ADRIENNE S
721 YNESTRA DR
MOBILE, AL 36609

PARKER GARY HEUSTIS & ALESIA
MCNEIL
2605 CHARLOTTE OAKS DR
MOBILE, AL 36609

MCCLANTOC LAWRENCE EDWARD
JR
5705 POST OAK CT
MOBILE, AL 36609

DEMEREE-HANEY INC
1629 ABBEYWOOD DR
MOBILE, AL 36695

COOKE GEORGE DOUGLAS ET AL
2128 COOKES LN
MOBILE, AL 36693

LEE ORIA SCOTT III ET AL
2124 COOKES LN
MOBILE, AL 36693

GARRETT KENYETTA KAVATA
6405 TRENT CREEK DR
RUSKIN, FL 33573

SMITH SHANITA D & ETTA M
SMITH & FRANK SMITH
2110 GARMON'S LN
MOBILE, AL 36693

DINKINS LAREL ET AL
4028 COTTAGE HILL RD
MOBILE, AL 36609

COOKE SUSIE A
2112 COOKES LN
MOBILE, AL 36693

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MATTHEWS, NC 28104

SAMPSON JOSEPH SR & MARY E
C/O CHRISTINE SAMPSON
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MOBILE, AL 36691

BAILEY SHERMEKA SHANTAE
2117 GARMONS LN
MOBILE, AL 36693

SAMPSON CHRISTINE
PO BOX 91054
MOBILE, AL 36691

COTTAGE HILL BAPTIST CHURCH
4255 COTTAGE HILL RD
MOBILE, AL 36609

B CO
PO BOX 7475
MOBILE, AL 36670

SUBDIVISION,
PLANNED UNIT DEVELOPMENT, &
ZONING AMENDMENT STAFF REPORT **Date: September 1, 2022**

NAME	White-Spunner Realty
SUBDIVISION NAME	Cottage Village Shopping Center Subdivision
LOCATION	5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane (Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
CITY COUNCIL DISTRICT	District 4
PRESENT ZONING	R-1, Single-Family Residential District and B-2, Neighborhood Business District
PROPOSED ZONING	B-2, Neighborhood Business District
AREA OF PROPERTY	7 Lots / 14.0± Acres
CONTEMPLATED USE	Subdivision approval to create seven (7) legal lots of record from seven (7) metes-and-bounds parcels and three (3) legal lots of record; Planned Unit Development approval to amend a previously approved Planned Unit Development to allow multiple lots with shared access and parking; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	None provided

ENGINEERING COMMENTS

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Correct the street name in the plat and vicinity map from "University Boulevard" to "Demetropolis Road".
C. Add a signature block for the Owner and Notary Public.
D. As shown on the 1984 aerial photo (FLIGHT 22 - #86) LOTS 1 through 5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 380,000 sf, LOT 2 – 23,000 sf, LOT 3 – 10,000 sf, LOT 4 – 15,000 sf, and LOT 5 – 38,000 sf.
E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
F. Add a note that 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.
G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development:

1. The PUD Site Plan shows seven (7) LOTS and does not match the proposed subdivision plat. Revise and resubmit the PUD Site Plan and/or Plat.
2. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
    a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).

b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
e. 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.
f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Rezoning:

a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run

with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

e. 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.

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

TRAFFIC ENGINEERING COMMENTS A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Redevelopment of the site with a C-Store raises concerns about the driveway on Cottage Hill Road nearest to the University Blvd intersection. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Site is limited to driveways as shown on the approved PUD plan with 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 (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.

REMARKS The applicant is requesting Subdivision approval to create seven (7) legal lots of record from seven (7) metes-and-bounds parcels and three (3) legal lots of record; Planned Unit Development approval to amend a previously approved Planned Unit Development to allow multiple lots with shared access and parking; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

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.

It should be noted that there is a land-locked parcel (R022808344002060.000, See Detail Site Plan #3), which is not owned by the applicant, and is not included in the applications in hand. It is suggested that the applications be heldover so that revised information can be submitted to include this land-locked parcel.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

Planned Unit Development: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

Rezoning: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

Revised for the September 1, 2022 meeting:

This application was heldover by the Planning Commission at its August 18th meeting in order to have the applicant obtain authorization from the owner(s) of an adjacent land-locked parcel. Since that meeting, legal counsel has reviewed the applications more closely, and determined that due to the fact that access to the land-locked parcel will not be altered, the applications may proceed as proposed without the authorization previously requested.

The site has been given a Neighborhood Center – Suburban (NC) and Low Density Residential (LDR) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

Neighborhood Center - Suburban
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 dwelling units per acre — 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.

- *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.).*

Low Density Residential
This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The

presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

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.

The site fronts Cottage Hill Road, Demetropolis Road, North Demetropolis Road, Dinkins Drive, and Garmons Lane. Cottage Hill Road is a minor arterial street, which should have a minimum right-of-way of 100-feet; the preliminary plat depicts an existing right-of-way of 120-feet, making no dedication necessary. Demetropolis Road (incorrectly identified on the plat as University Boulevard) is a principal arterial street, which should have a right-of-way of 100-feet; the preliminary plat does not provide the existing right-of-way, therefore dedication to provide 50-feet from the centerline of Demetropolis Road may be appropriate. North Demetropolis Road is a minor street with no curb and gutter, and should have a minimum right-of-way of 60-feet; the preliminary plat depicts an existing right-of-way of 80-feet, making no dedication necessary. Dinkins Drive (incorrectly identified on the plat as Troy Lane) and Garmons Lane are both minor streets with curb and gutter, which should both have rights-of-way of 50-feet; the preliminary plat does not provide the right-of-way width for either street, therefore, if approved, dedication to provide 25-feet from the centerline of Dinkins Drive and Garmons Lane should be required. Furthermore, dedication of the corner radii at North Demetropolis Road and Dinkins Drive per Section V.D.6. of the Subdivision Regulations should be required, if approved.

The proposed lot sizes are provided in square feet and acres, and all lots comply with minimum lot area standards. If approved, the lots sizes should be retained on the Final Plat, adjusted for dedication.

It should be noted that the preliminary plat does depict the 25-foot minimum building setback along Cottage Hill Road, North Demetropolis Road, and Demetropolis Road, but not Garmons Lane or Dinkins Drive. If approved, the Final Plat should depict the 25-foot minimum building setback line along all street frontages, adjusted for any required dedication(s).

There are several access easements throughout the development, as well as a drainage easement. If approved, a note should be placed on the Final Plat stating that no structures are allowed in any easement without the approval of the easement holder.

Regarding access management, a note should be placed on the Final Plat stating the Traffic Engineering comments, if approved.

PUD review examines the site with regard to its location to ensure that it is generally compatible with neighboring uses; that adequate access is provided without generating excess traffic along minor residential streets in residential districts outside the PUD; and, that natural features of the site are taken into consideration. PUD review also examines the design of the development to provide for adequate circulation within the development; to ensure adequate access for emergency vehicles; and, to consider and provide for protection from adverse effects of adjacent properties as well as provide protection of adjacent properties from adverse effects from the PUD.

In pursuit of these purposes, the objectives to be met by a PUD are as follows: a) to encourage innovative and diversified design in building form and site development; b) flexibility, to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations; c) to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for re-development; d) to preserve and protect as urban amenities the natural features and characteristics of land; e) to encourage the provision of common open space through efficient site design; and, f) to encourage optimum use of available public utilities, streets and community facilities.

It is very important to note that PUD review is site plan specific; therefore, any future changes to the overall site plan must be submitted for PUD review. Furthermore, PUD approvals expire after one year if no permits are obtained.

The applicant states:

> *THE PROPERTY IS CURRENTLY OPERATING AS A SHOPPING CENTER WITH SEVERAL BUILDINGS AND TENANTS AS LEASE PARCELS. THE OWNERS WANT TO REMOVE THE CURRENT "PNC BANK" BUILDING AND LEASE THE NORTHWEST CORNER OF THE EXISTING SHOPPING CENTER TO ANOTHER TENANT.*
>
> *THE OWNERS HAVE ALREADY ACQUIRED SOME ADDITIONAL TAX PARCELS TO THE SOUTH TO INCREASE THE AREA OF THE SHOPPING CENTER. THEY HAVE SUBMITTED A SUBDIVISION APPLICATION TO COMBINE SEVERAL TAX PARCELS AND CREATE LEGAL LOTS OF RECORD FOR THE LEASE PARCELS. THEY ARE REQUESTING A PUD APPROVAL TO ALLOW MULTIPLE BUILDINGS TO USE THE SHOPPING CENTER FOR SHARED ACCESS AND PARKING.*

The site plan submitted shows existing developments on the proposed Lots 1-5, with a new gas station on proposed Lot 6, and a new (private) service road on the proposed Lot 7. A bank building currently occupies proposed Lot 6, but is proposed to be demolished.

No information was submitted regarding requesting a unique sign package, but the site plan shows that the existing McDonald's on proposed Lot 5 has an off-site sign easement, which appears to

mostly be located in the right-of-way along Demetropolis Road, next to proposed Lot 6. This easement was recorded in 1987 prior to the adoption of the current City of Mobile sign regulations. It should be noted that there is currently no signage located in this easement; as such, it is recommended that this easement be vacated. All existing non-conforming signage may be allowed to remain on-site until such a time as the existing sign cabinets are removed.

The site plan submitted states that a total of 420 parking spaces are required for the entire development, and 559 are available. It should be noted that due to the proposed Lot 5 being an entirely new development, a photometric site plan will be required at the time of permitting. Furthermore, Lot 5 will need to be brought into full compliance with tree planting and landscape area requirements. Proposed Lot 7 is only depicted as having a service road at this time, but at such a time as it is developed with either a structure, parking, or both, full compliance will be required at the time of development. Also, a revised PUD will be required for the future development of Lot 7.

There are several existing dumpsters depicted on the site plan as well as a new dumpster for the proposed development of Lot 5. It appears there may be additional existing dumpsters behind the shopping center that are not depicted on the site plan. If approved, all existing dumpsters on the site should be identified as existing dumpsters, and any new dumpsters should include a note stating that they will have compliant enclosures and sanitary sewer connections.

The site is bounded to the North across Cottage Hill Road by an R-1, Single-Family Residential District; to the East across North Demetropolis Road, by R-1 property developed as a church; the West across Demetropolis Road by a B-2, Neighborhood Business District; and to the South by R-1 and B-1, Buffer Business Districts.

As stated in Section 64-9 of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The B-2, Neighborhood Business District portion of the site was rezoned from R-A, Residential Agricultural to B-2, Neighborhood Business District in 1972 and 1974. The applicant now wishes to expand the B-2 district to the South, but does not state which of the four conditions exist that make the proposed rezoning necessary and desirable. However, due to the proposed re-development of a portion of the existing development, it could be seen that perhaps changing conditions in the area exist. Furthermore, if the subdivision request is approved, Lot 5 would be split-zoned R-1 and B-2, making rezoning the property necessary and desirable due to the subdivision of land into building sites.

RECOMMENDATION

Subdivision: *The application is recommended for Tentative Approval, subject to the following conditions:*

1) *Revision of the plat to correctly identify North Demetropolis Road (incorrectly identified on the plat as University Boulevard);*
2) *Revision of the plat to correctly identify Dinkins Drive (incorrectly identified on the plat as Troy Lane);*
3) *Dedication to provide 50-feet from the centerline of Demetropolis Road, if necessary;*
4) *Dedication to provide 25-feet from the centerline of North Demetropolis Road, if necessary;*
5) *Dedication to provide 25-feet from the centerline of Dinkins Drive and Garmons Lane, if necessary;*
6) *Dedication of the corner radii at North Demetropolis Road and Dinkins Drive, per Section V.D.6. of the Subdivision Regulations;*
7) *Retention of the lot size label in square feet and acres on the Final Plat, or provision of a table on the Final Plat with the same information, adjusted for any required dedication;*
8) *Revision of the plat to illustrate the 25-foot minimum building setback line along all street frontages, per Section V.D.9. of the Subdivision Regulations, adjusted for any required dedication;*
9) *Placement of a note stating that no structures are allowed in any easements without the easement holder's permission;*
10) *Compliance with Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Correct the street name in the plat and vicinity map from "University Boulevard" to "Demetropolis Road". C. Add a signature block for the Owner and Notary Public. D. As shown on the 1984 aerial photo (FLIGHT 22 - #86) LOTS 1 through 5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 380,000 sf, LOT 2 – 23,000 sf, LOT 3 – 10,000 sf, LOT 4 – 15,000 sf, and LOT 5 – 38,000 sf. E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. F. Add a note that 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. G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. I.*

Add a note that all easements shall remain in effect until vacated through the proper Vacation process. J. 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.);

11) *Placement of a note on the revised plat stating Traffic Engineering comments: (A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Redevelopment of the site with a C-Store raises concerns about the driveway on Cottage Hill Road nearest to the University Blvd intersection. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Site is limited to driveways as shown on the approved PUD plan with 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..);*
12) *Compliance with 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 (State Act 2015-116 and City Code Chapters 57 and 64). Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from a commercial site will require a tree removal permit.);*
13) *Compliance with Fire Department comments: (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.);*
14) *Completion of the rezoning process prior to issuance of building permits; and,*
15) *Full compliance with all other municipal codes and ordinances.*

Planned Unit Development: *Staff recommends the following Findings of Fact for Approval:*

a. *the proposal promotes the objective of Creative design (to encourage innovative and diversified design in building form and site development), because it will allow redevelopment of a portion of an existing commercial development;*
b. *the proposal promotes the objective of Flexibility (to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations), because shared access between the lots will result in fewer curb cuts to public street frontages;*
c. *the proposal promotes the objective of Efficient land use (to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment), because the proposed project will result in redevelopment of an existing commercial site;*
d. *the proposal promotes the objective of Environment (to preserve and protect as urban amenities the natural features and characteristics of the land), because new tree plantings will be required for the redeveloped lot;*

e. the proposal promotes the objective of Public services (to encourage optimum use of available public utilities, streets and community facilities), because services already exist in the area.

Based upon the preceding, this application is recommended for Approval, subject to the following conditions:

1) *Revision of the site plan to correctly identify North Demetropolis Road (incorrectly identified on the site plan as University Boulevard);*
2) *Revision of the site plan to correctly identify Dinkins Drive (incorrectly identified on the plat as Troy Lane);*
3) *Dedication to provide 50-feet from the centerline of Demetropolis Road, if necessary;*
4) *Dedication to provide 25-feet from the centerline of North Demetropolis Road, if necessary;*
5) *Dedication to provide 25-feet from the centerline of Dinkins Drive and Garmons Lane, if necessary;*
6) *Dedication of the corner radii at North Demetropolis Road and Dinkins Drive per Section V.D.6. of the Subdivision Regulations;*
7) *Retention of the lot size label in square feet and acres on the Final Plat, or provision of a table on the Final Plat with the same information, adjusted for any required dedication;*
8) *Revision of the site plan to illustrate the 25-foot minimum building setback line along all street frontages, per Section V.D.9. of the Subdivision Regulations, adjusted for any required dedication;*
9) *Placement of a note stating that no structures are allowed in any easements without the easement holder's permission;*
10) *Provision of a compliant photometric site plan at the time of permitting;*
11) *Revision of the site plan to depict all existing dumpsters on site;*
12) *Revision of the site plan to either depict a dumpster with a compliant enclosure and sanitary sewer connection, or a note should be placed on the site plan stating that curb side pickup will be utilized;*
13) *Full compliance with Engineering comments: (1. Due to the proposed subdivision, the existing City Addresses may need to be assigned a different 911 address. Please contact the Engineering Department (Anthony Morris 208-6216, or Steve Smith 208-7135) to discuss the options. 2. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood*

Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. e. 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. f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.);

14) *Placement of a note on the revised site plan stating Traffic Engineering comments: (A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Redevelopment of the site with a C-Store raises concerns about the driveway on Cottage Hill Road nearest to the University Blvd intersection. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Site is limited to driveways as shown on the approved PUD plan with 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.);*
15) *Compliance with 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.);*
16) *Compliance with Fire Department comments: (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.); and*
17) *Full compliance with all municipal codes and ordinances.*

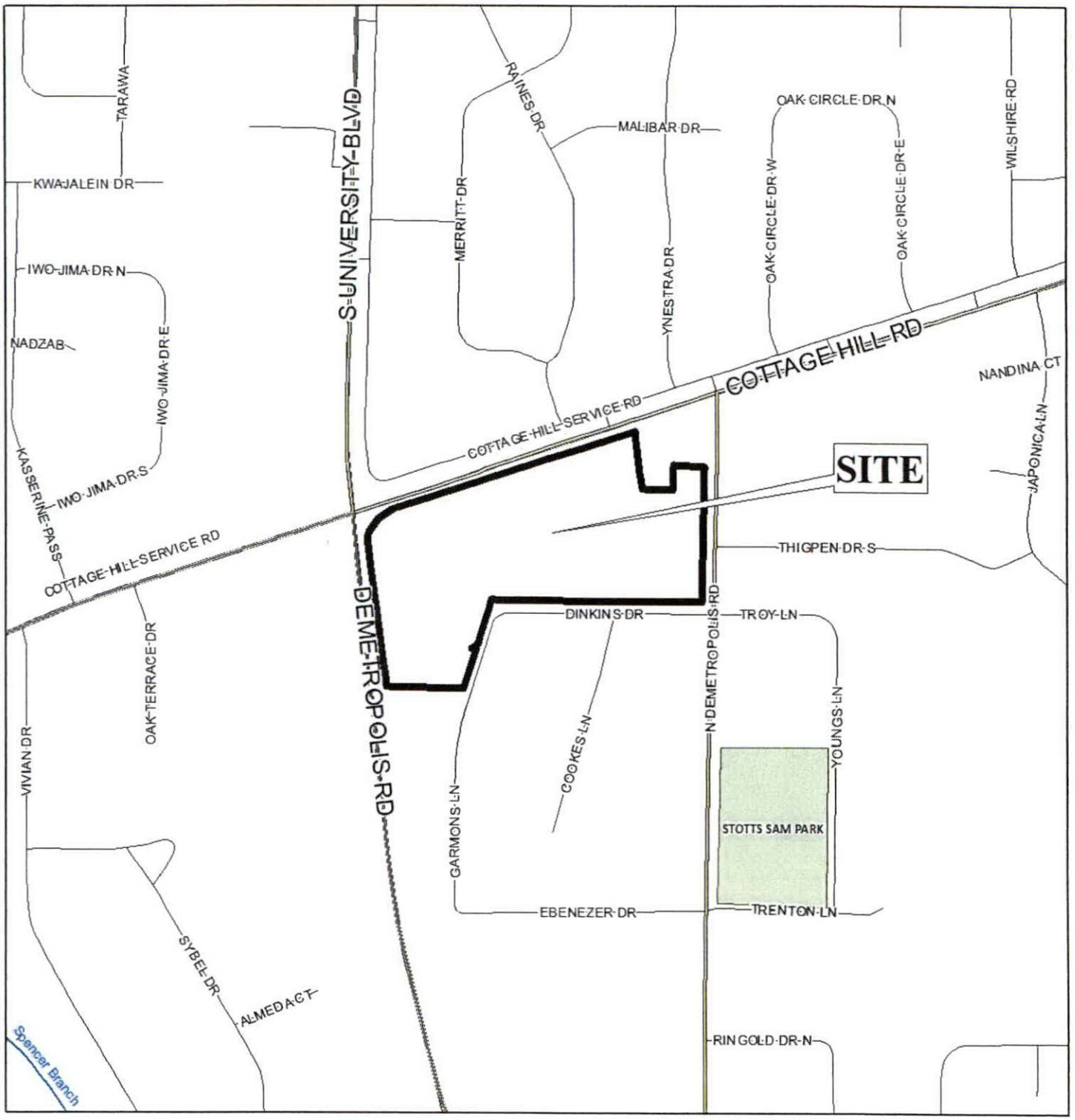
Rezoning: *Based on the preceding, this application is recommended for Approval for the following reasons:*

1) *changing conditions in a particular area make a change in the Ordinance necessary and desirable; and*
2) *the subdivision of land into building sites makes reclassification of the land necessary and desirable.*

The rezoning should be subject to the following conditions:

1) *completion of the Subdivision process;*
2) *compliance with Engineering comments: (a) Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b) A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c) Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d) Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. e) 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. f) The proposed development must comply with all Engineering Department design requirements and Policy Letters.); and,*
3) *full compliance with all municipal codes and ordinances.*

LOCATOR MAP



APPLICATION NUMBER 1 DATE September 1, 2022

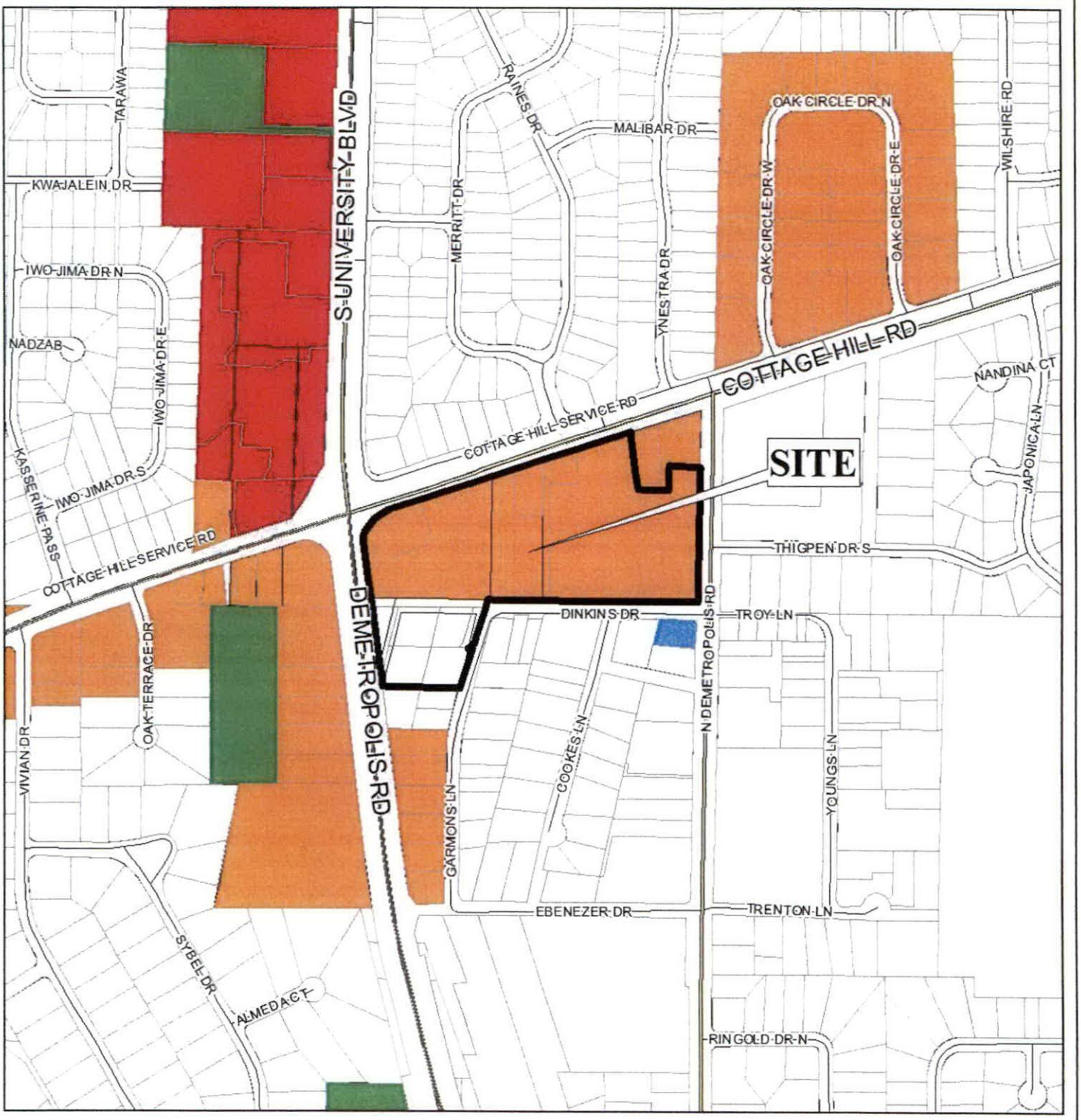
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE September 1, 2022

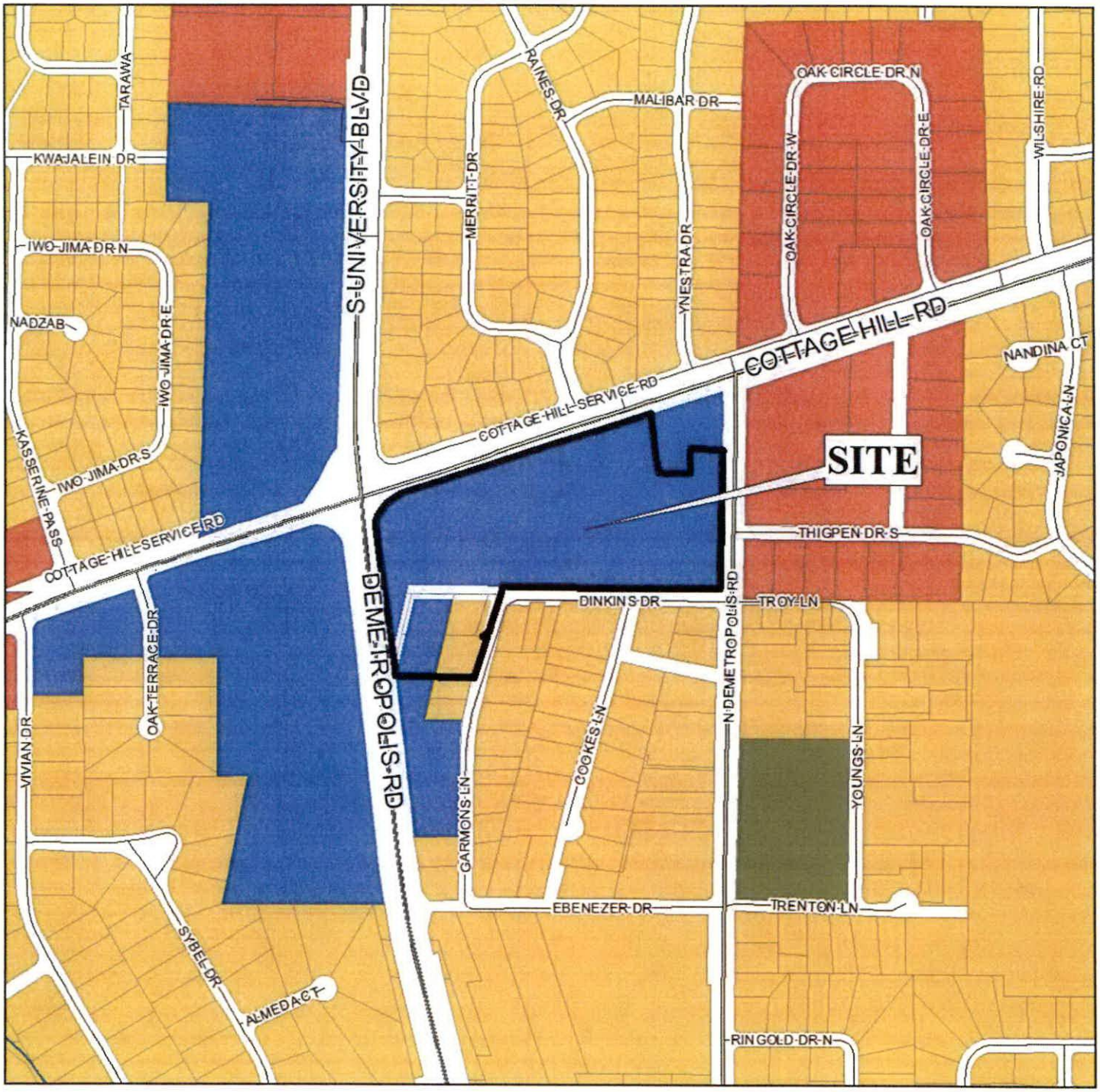
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE September 1, 2022

APPLICANT Cottage Village Shopping Center Subdivision

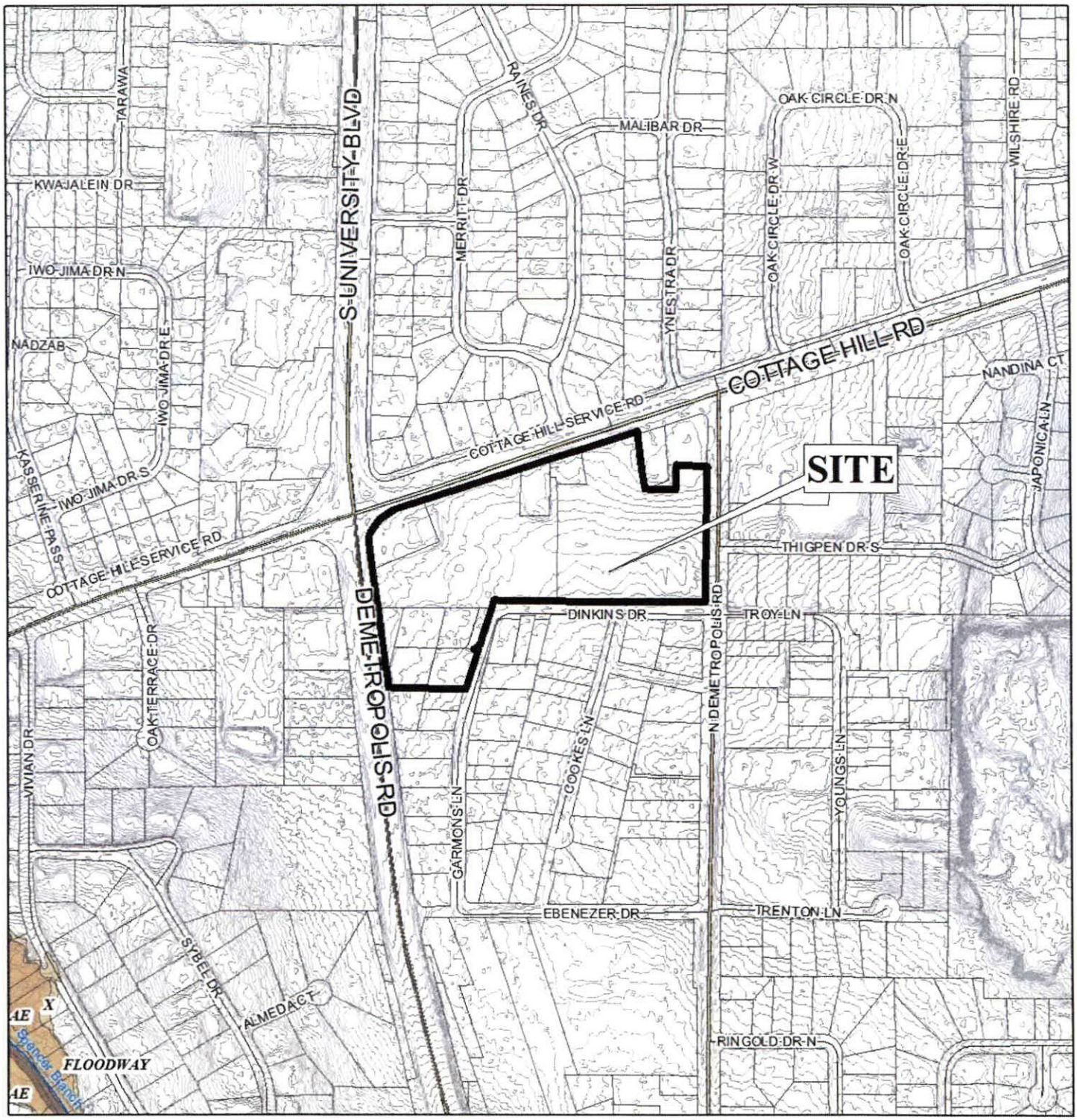
REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

- 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

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ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 1 DATE September 1, 2022

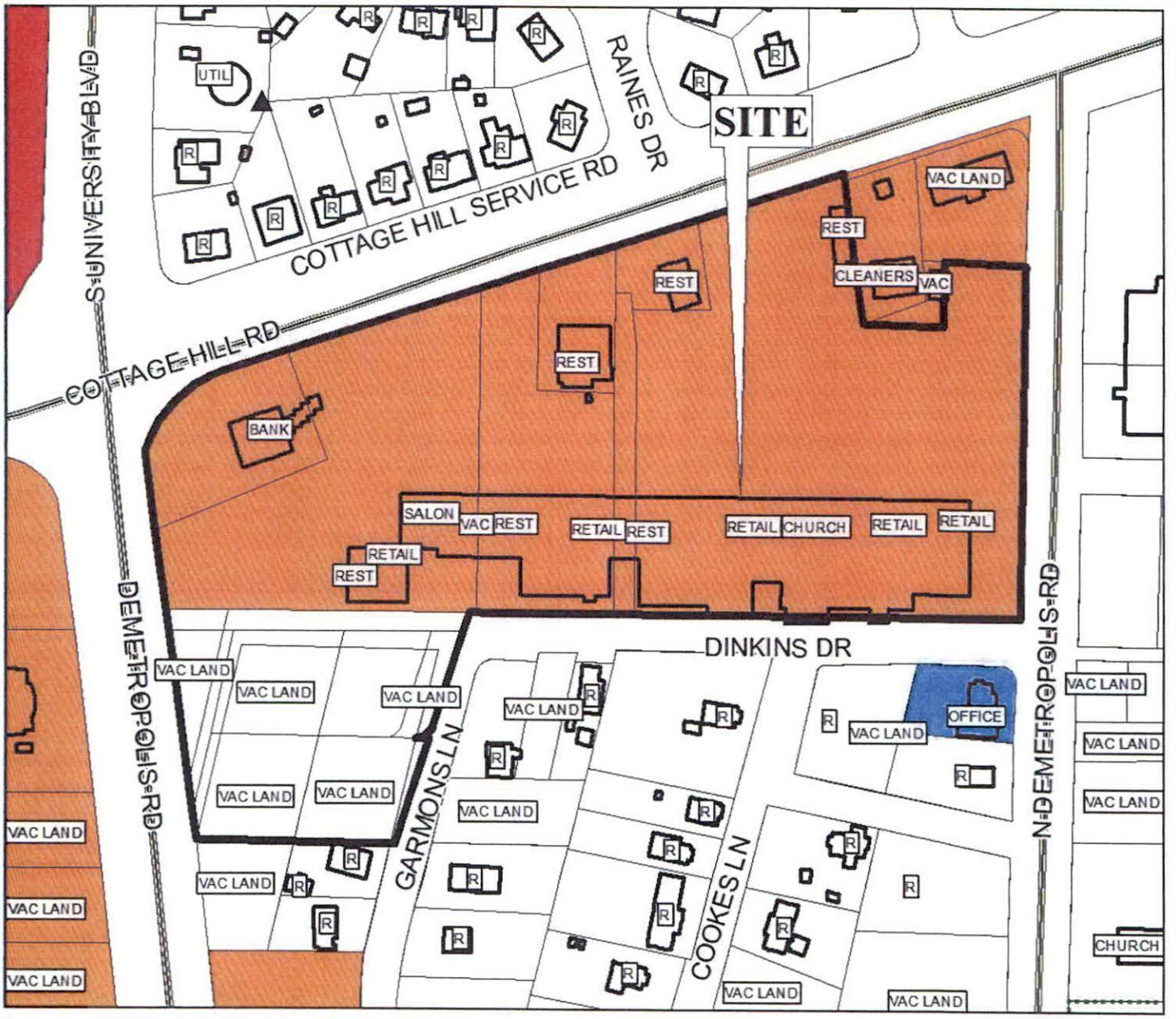
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

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PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units to the north and south.

APPLICATION NUMBER 1 DATE September 1, 2022

APPLICANT Cottage Village Shopping Center Subdivision

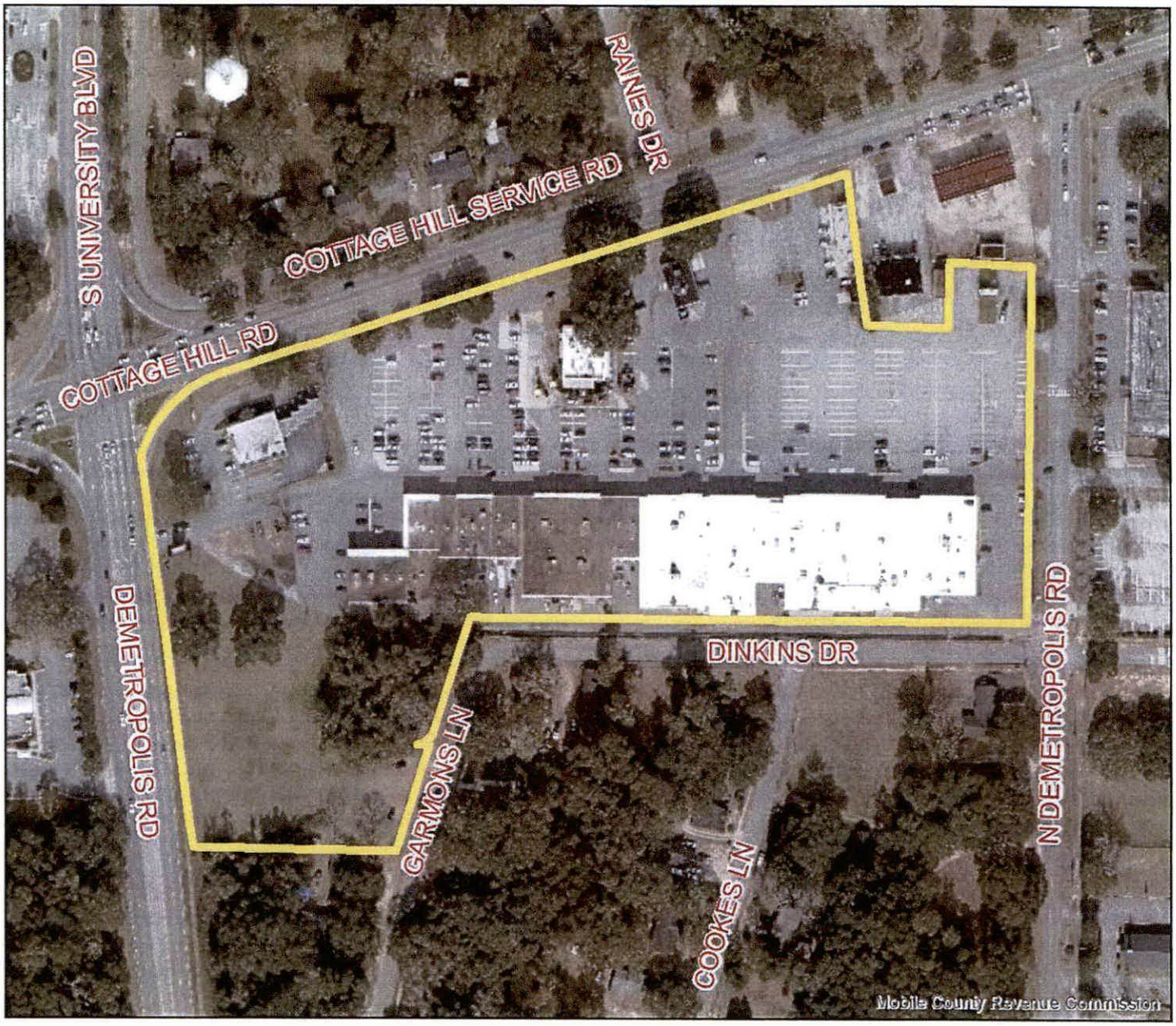
REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

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

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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units to the north and south.

APPLICATION NUMBER 1 DATE September 1, 2022

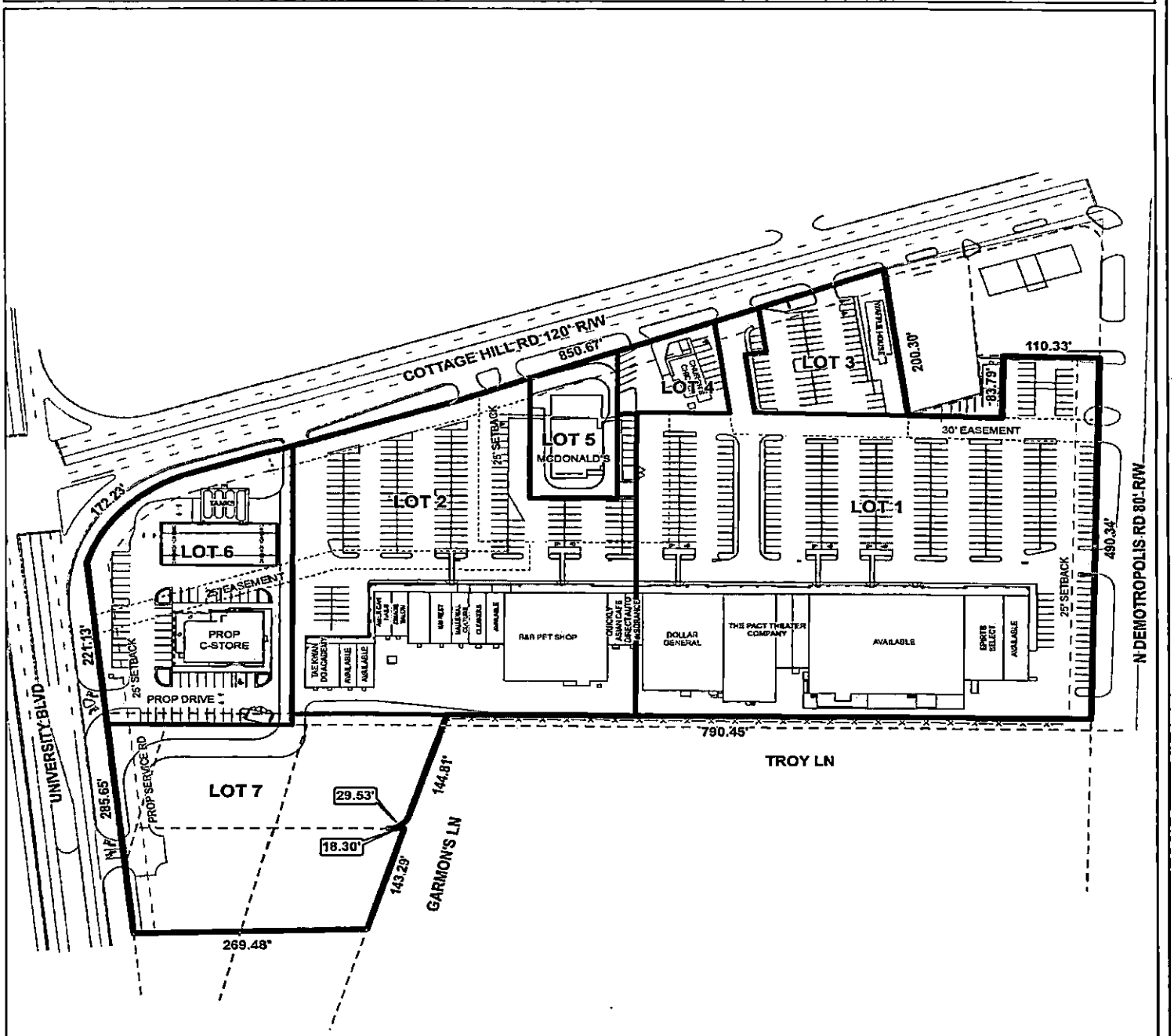
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

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NTS

SITE PLAN



The site plan illustrates the existing buildings, parking, proposed convenience store, setbacks, and easements.

APPLICATION NUMBER 1 DATE September 1, 2022

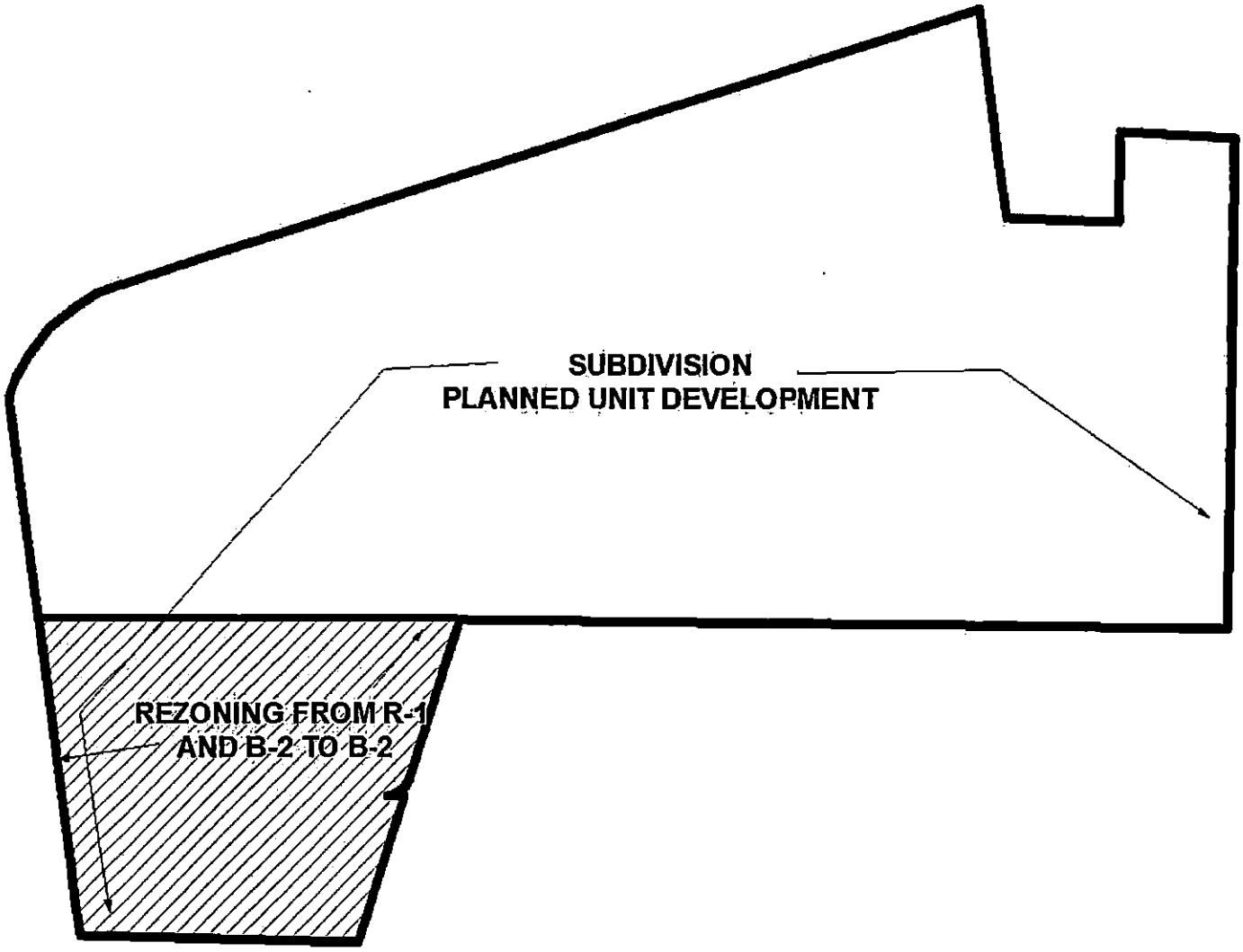
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

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NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE September 1, 2022

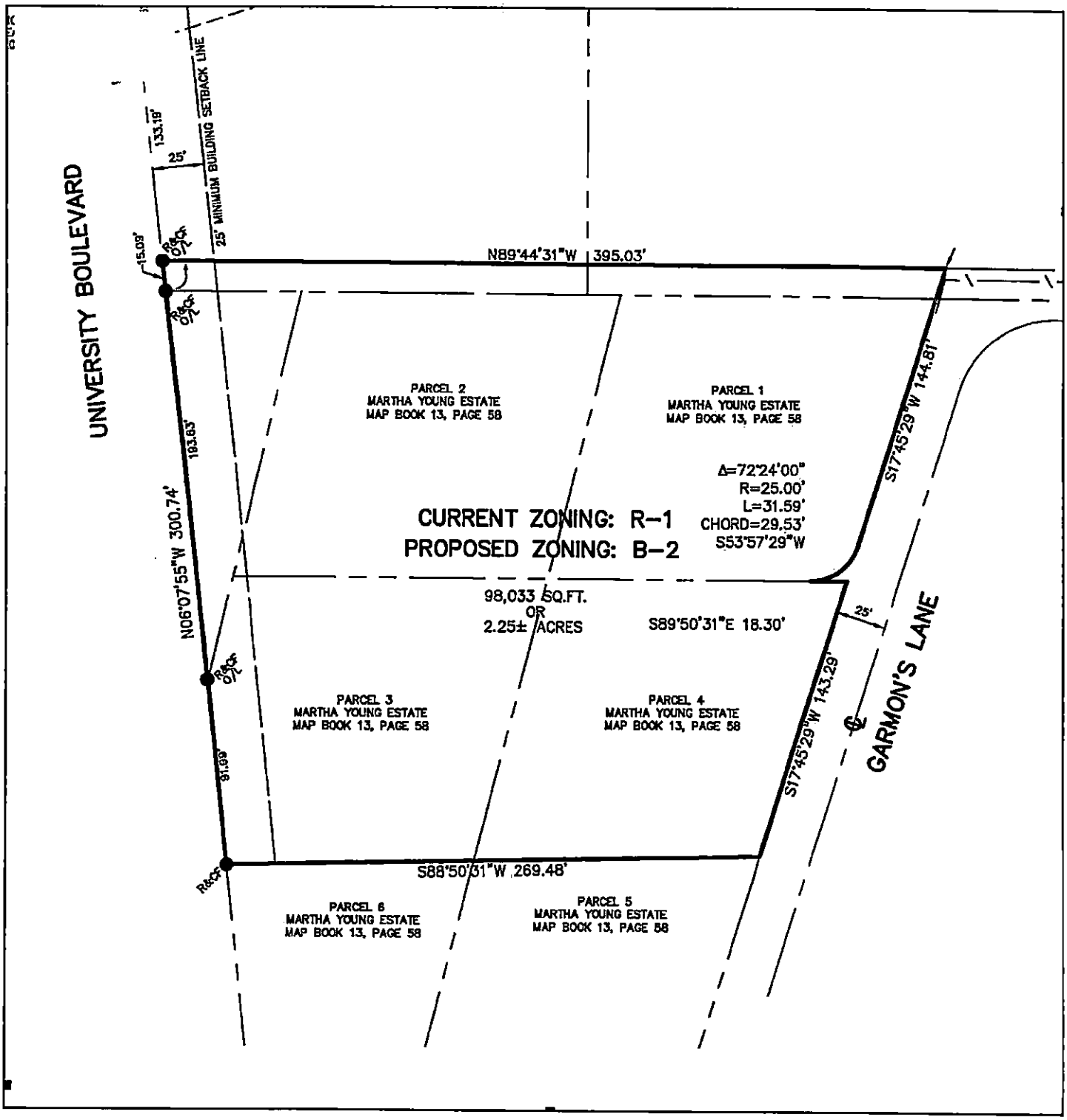
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

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NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE September 1, 2022

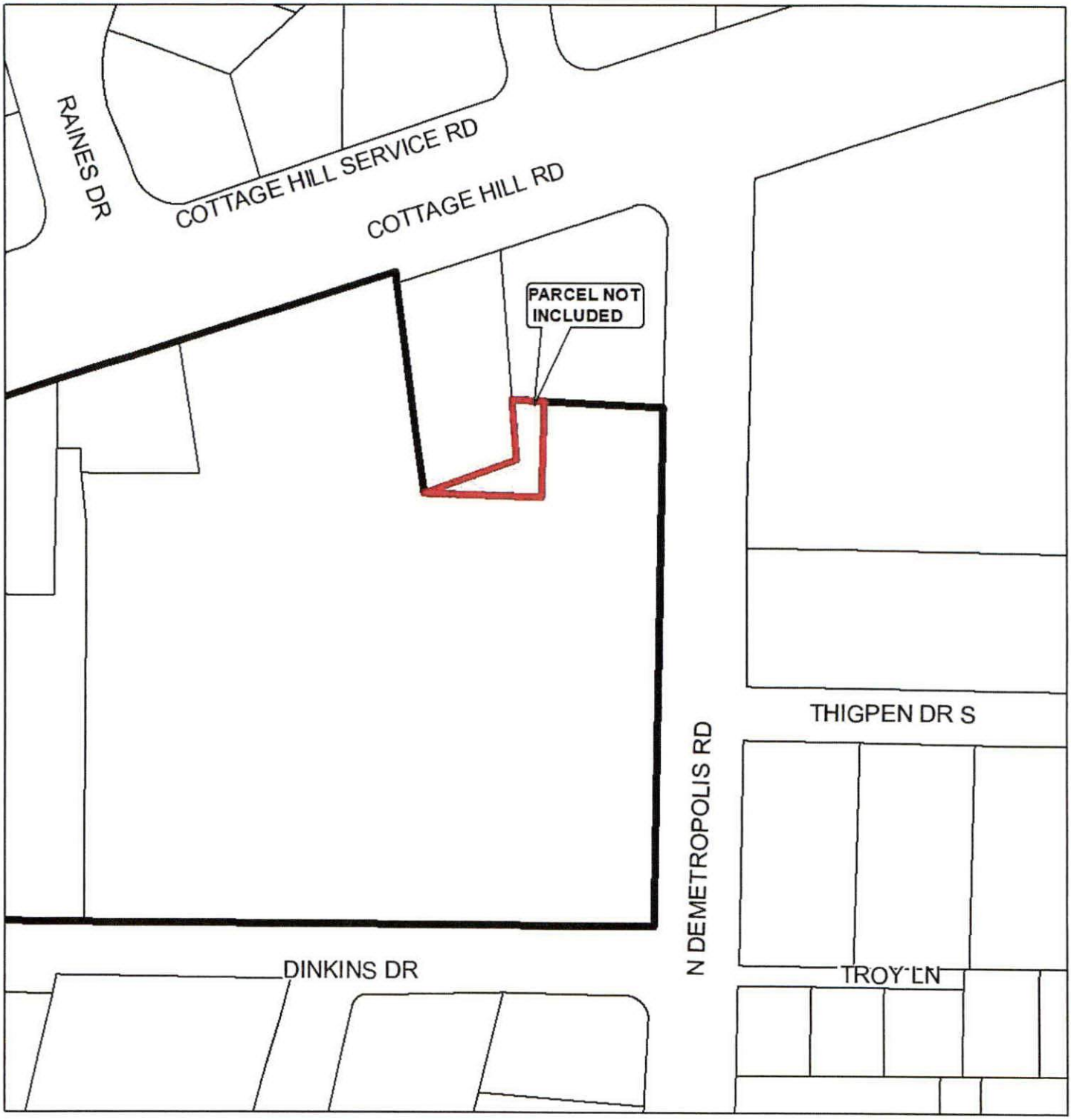
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

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NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE September 1, 2022

APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

SUBDIVISION, PLANNED UNIT DEVELOPMENT, & ZONING AMENDMENT STAFF REPORT Date: August 18, 2022

NAME	White-Spunner Realty
SUBDIVISION NAME	Cottage Village Shopping Center Subdivision
LOCATION	5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane (Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
CITY COUNCIL DISTRICT	District 4
PRESENT ZONING	R-1, Single-Family Residential District and B-2, Neighborhood Business District
PROPOSED ZONING	B-2, Neighborhood Business District
AREA OF PROPERTY	7 Lots / 14.0± Acres
CONTEMPLATED USE	Subdivision approval to create seven (7) legal lots of record from seven (7) metes-and-bounds parcels and three (3) legal lots of record; Planned Unit Development approval to amend a previously approved Planned Unit Development to allow multiple lots with shared access and parking; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	None provided

ENGINEERING COMMENTS

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Correct the street name in the plat and vicinity map from "University Boulevard" to "Demetropolis Road".
C. Add a signature block for the Owner and Notary Public.
D. As shown on the 1984 aerial photo (FLIGHT 22 - #86) LOTS 1 through 5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 380,000 sf, LOT 2 – 23,000 sf, LOT 3 – 10,000 sf, LOT 4 – 15,000 sf, and LOT 5 – 38,000 sf.
E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
F. Add a note that 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.
G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development:

1. The PUD Site Plan shows seven (7) LOTS and does not match the proposed subdivision plat. Revise and resubmit the PUD Site Plan and/or Plat.
2. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
    a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).

b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.

c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

e. 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.

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

Rezoning:

a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).

b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.

c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

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

TRAFFIC ENGINEERING COMMENTS A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Redevelopment of the site with a C-Store raises concerns about the driveway on Cottage Hill Road nearest to the University Blvd intersection. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Site is limited to driveways as shown on the approved PUD plan with 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 (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.

REMARKS The applicant is requesting Subdivision approval to create seven (7) legal lots of record from seven (7) metes-and-bounds parcels and three (3) legal lots of record; Planned Unit Development approval to amend a previously approved Planned Unit Development to allow multiple lots with shared access and parking; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

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.

It should be noted that there is a land-locked parcel (R022808344002060.000, See Detail Site Plan #3), which is not owned by the applicant, and is not included in the applications in hand. It is suggested that the applications be heldover so that revised information can be submitted to include this land-locked parcel.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

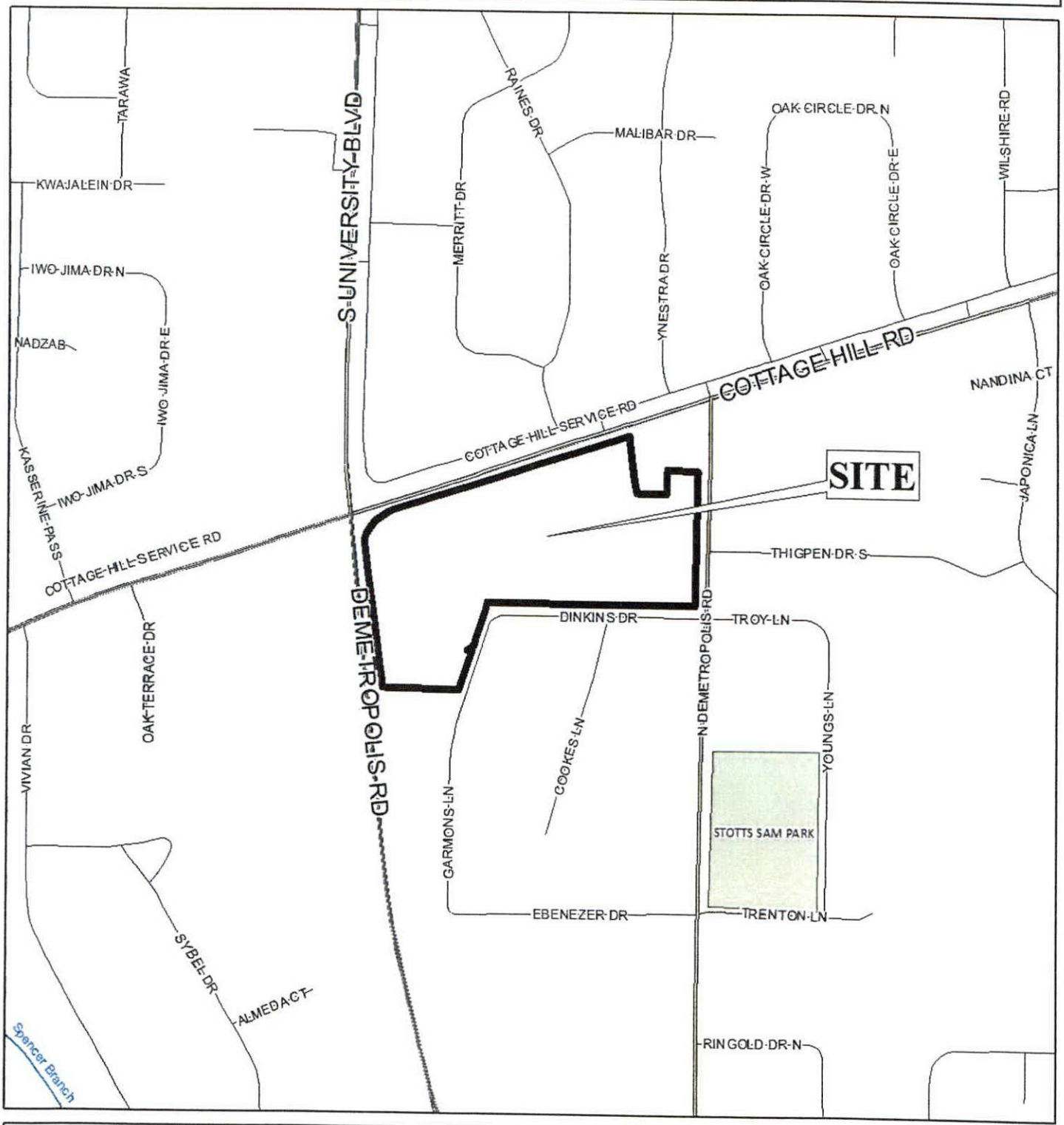
Planned Unit Development: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

Rezoning: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

LOCATOR MAP



APPLICATION NUMBER 8 DATE August 18, 2022

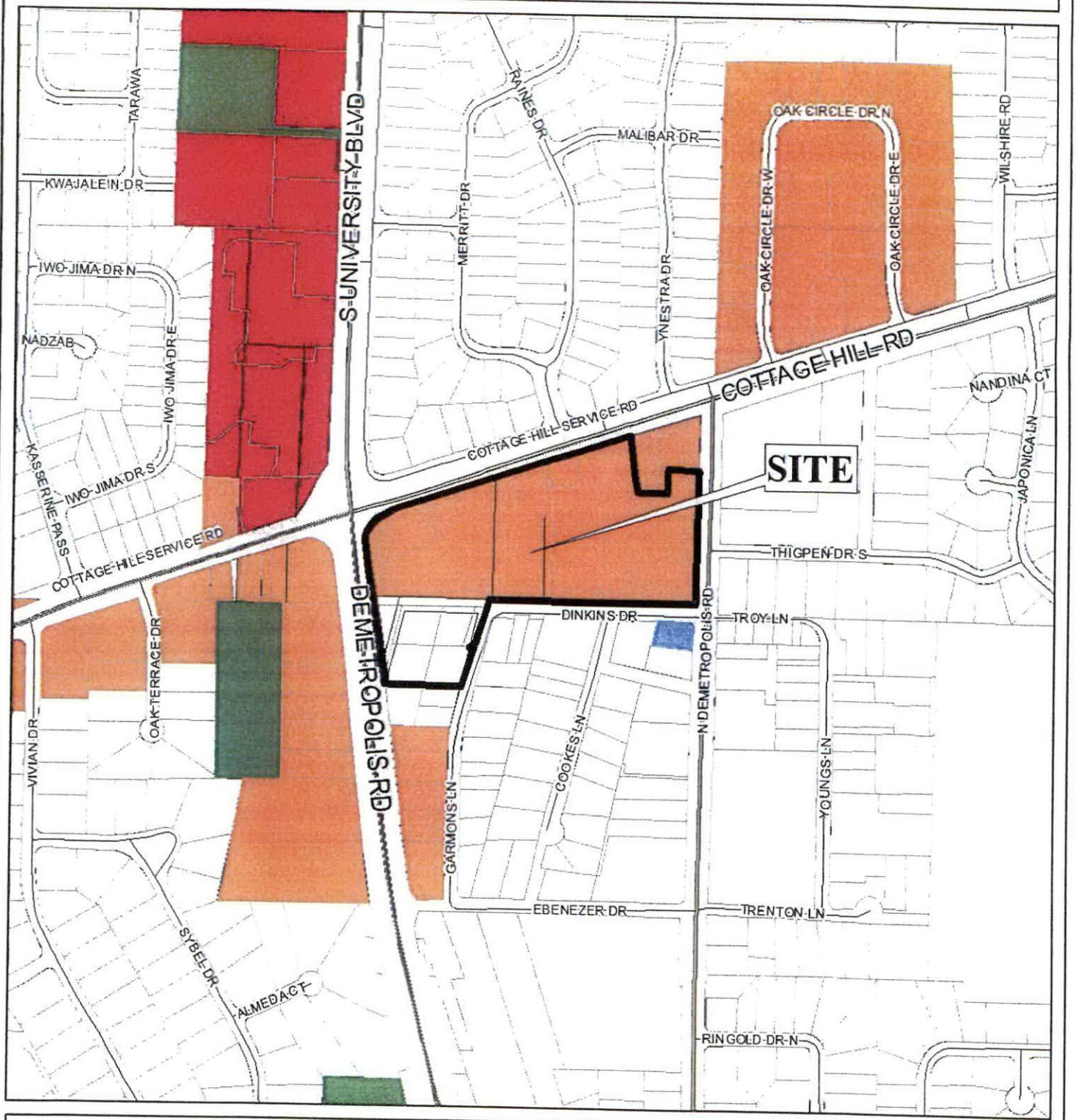
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE August 18, 2022

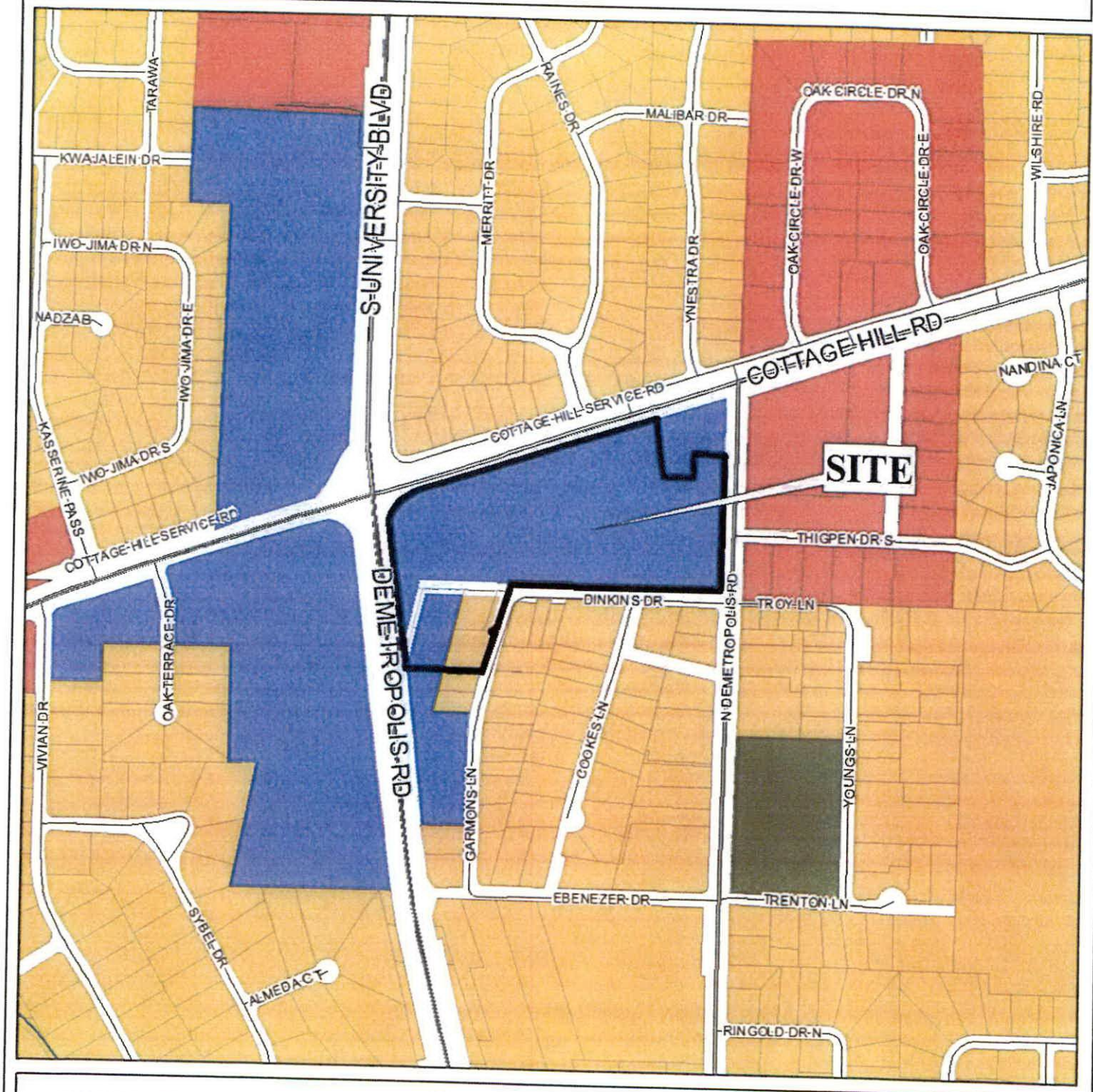
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE August 18, 2022

APPLICANT Cottage Village Shopping Center Subdivision

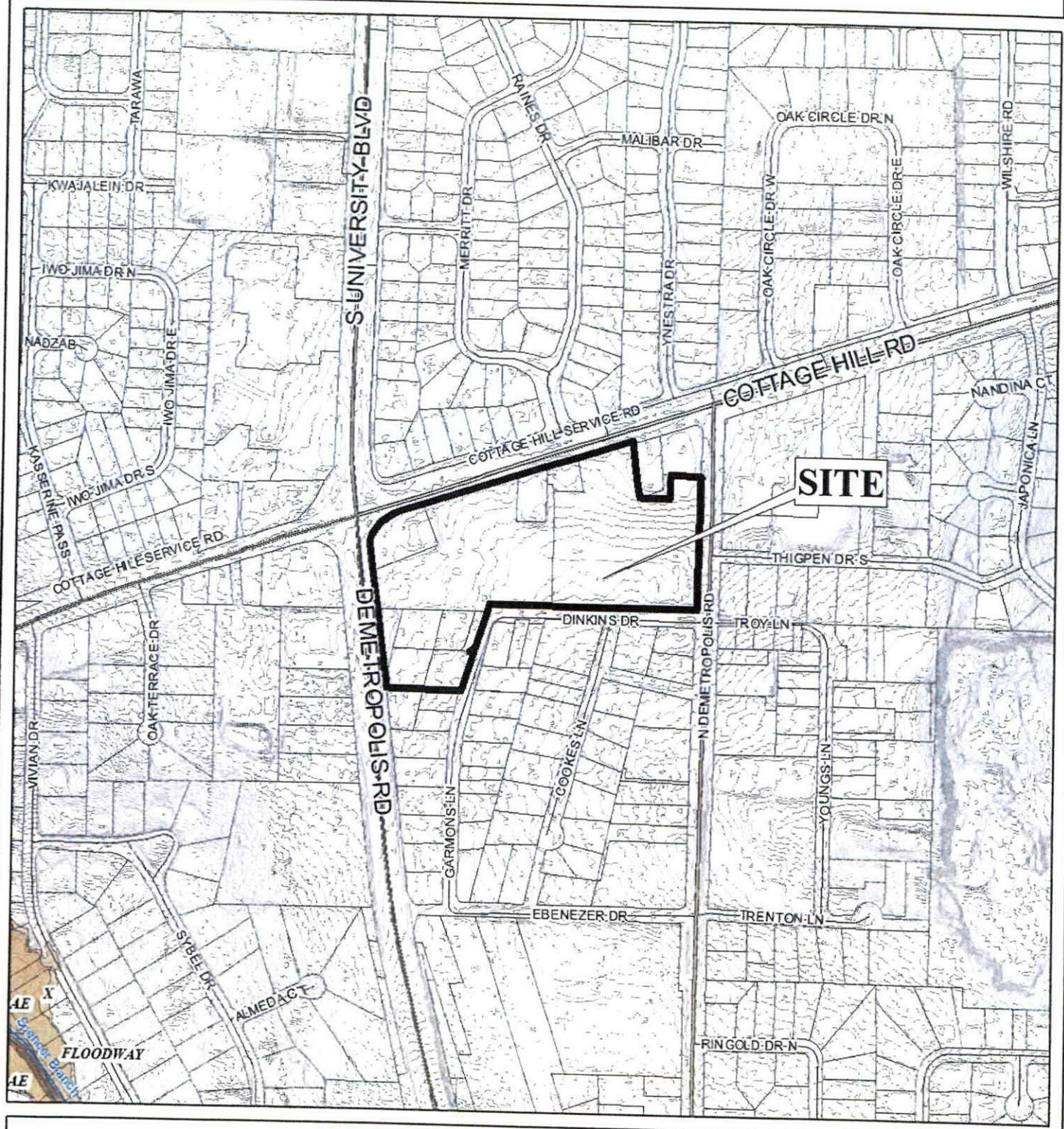
REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

- 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

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 8 DATE August 18, 2022

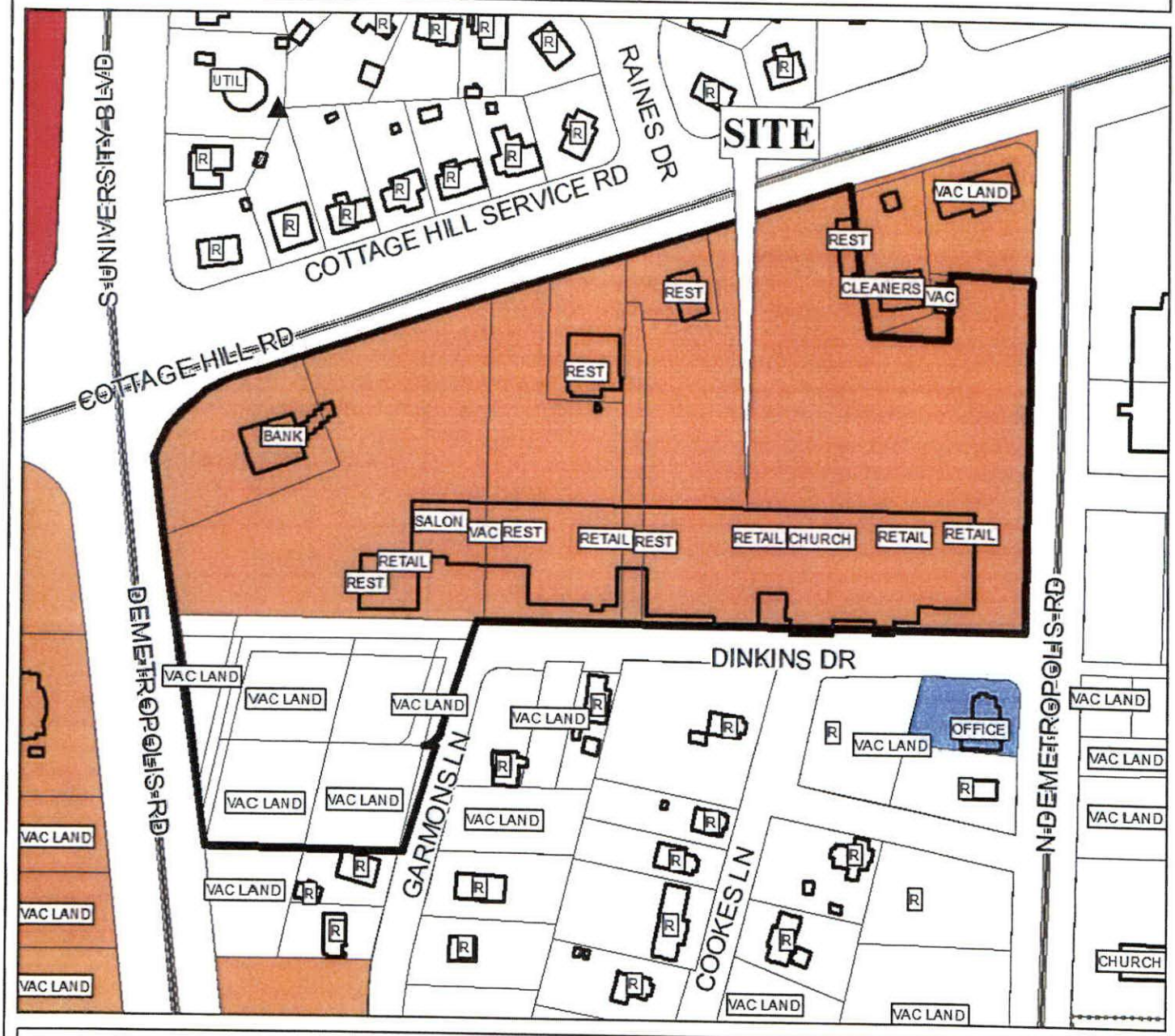
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units to the north and south.

APPLICATION NUMBER 8 DATE August 18, 2022

APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units to the north and south.

APPLICATION NUMBER 8 DATE August 18, 2022

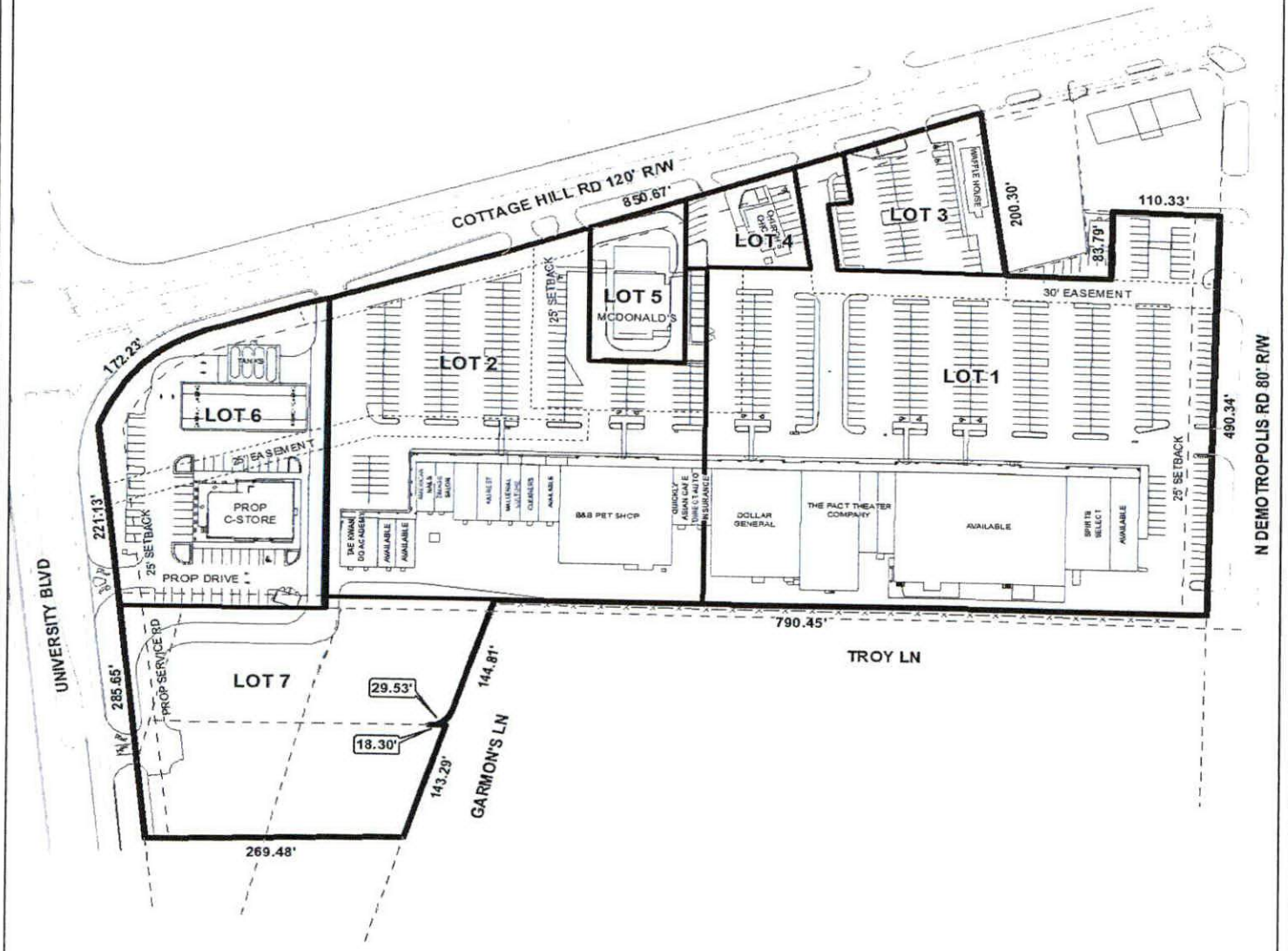
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

SITE PLAN



The site plan illustrates the existing buildings, parking, proposed convenience store, setbacks, and easements.

APPLICATION NUMBER 8 DATE August 18, 2022

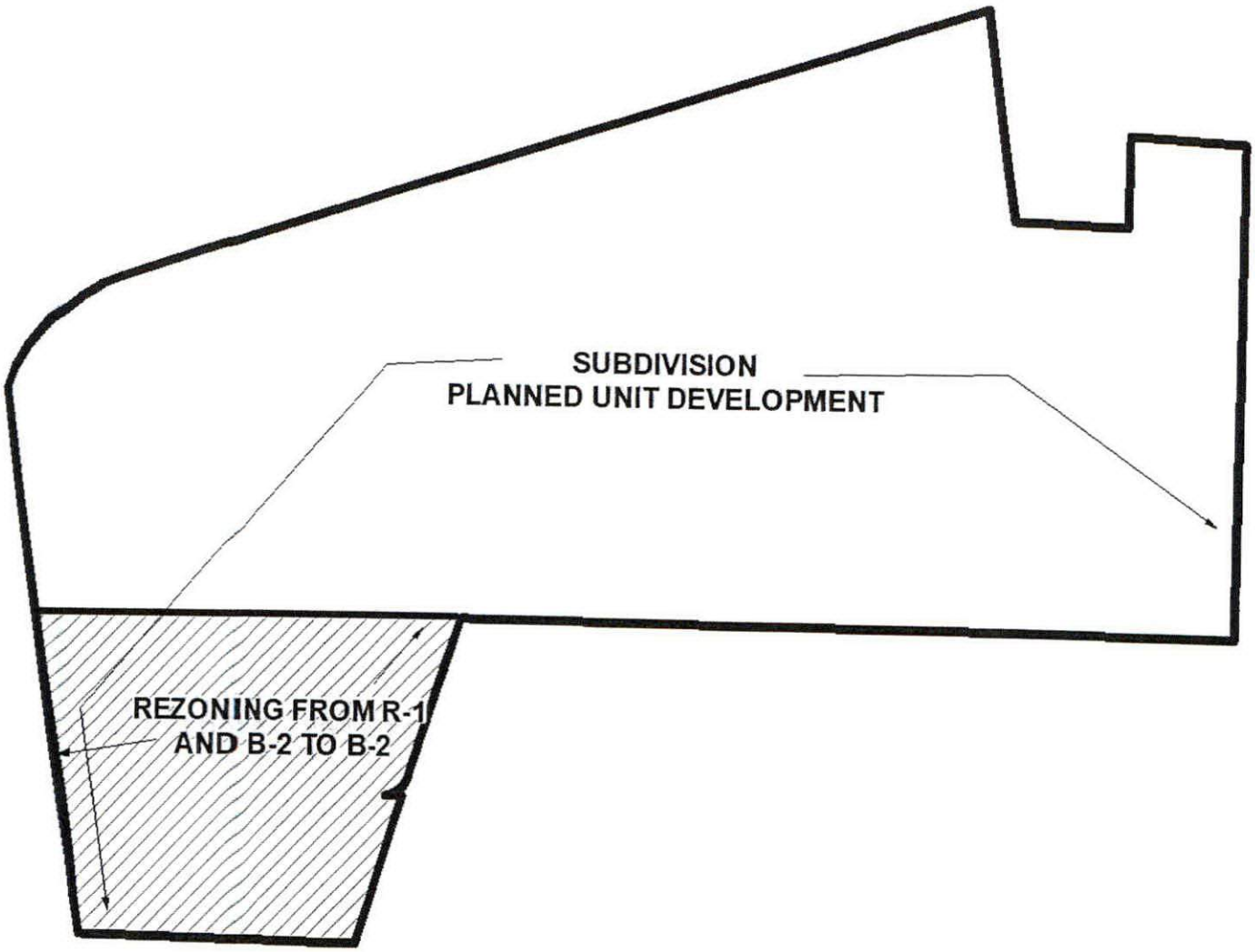
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 8 DATE August 18, 2022

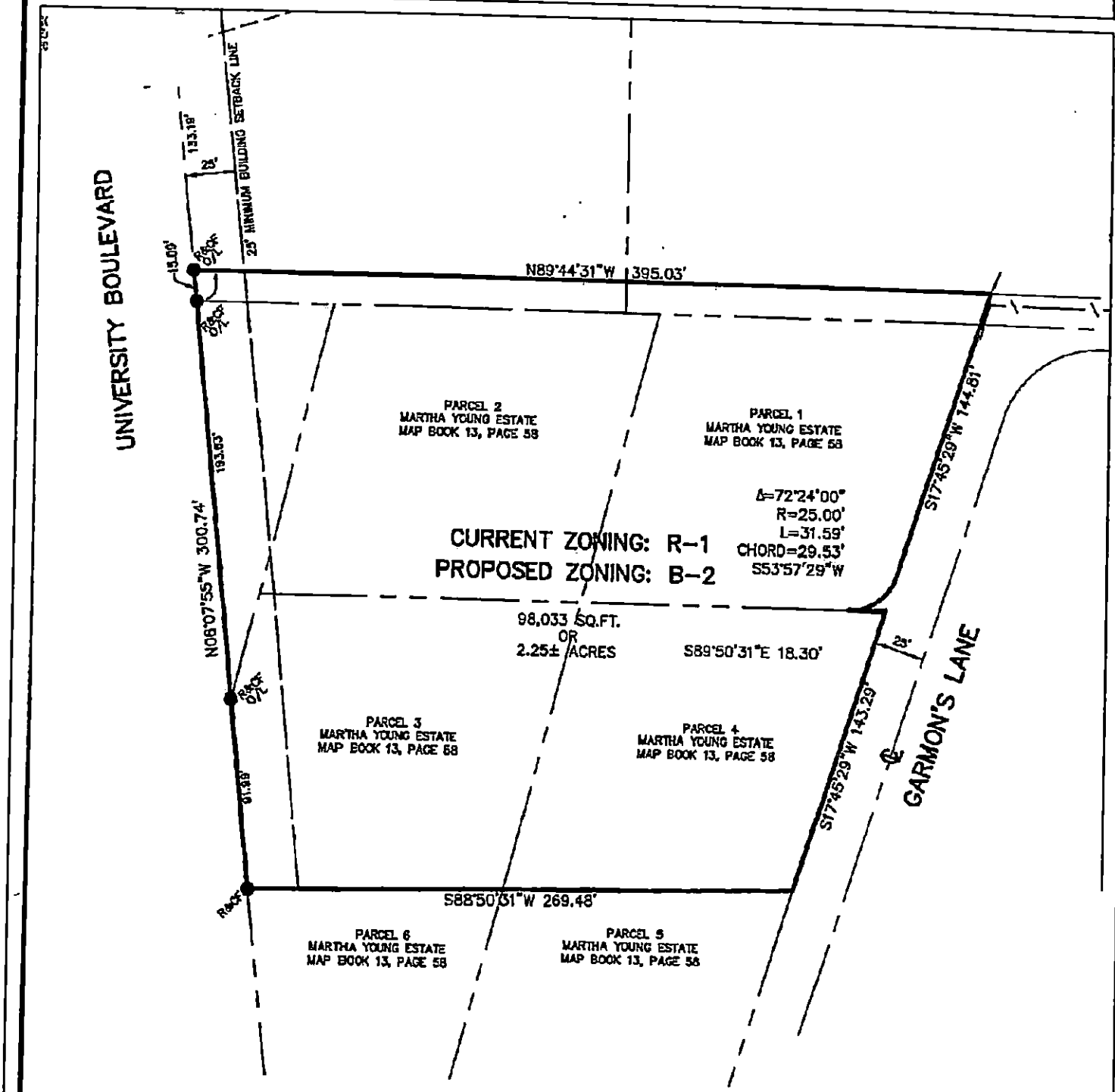
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 8 DATE August 18, 2022

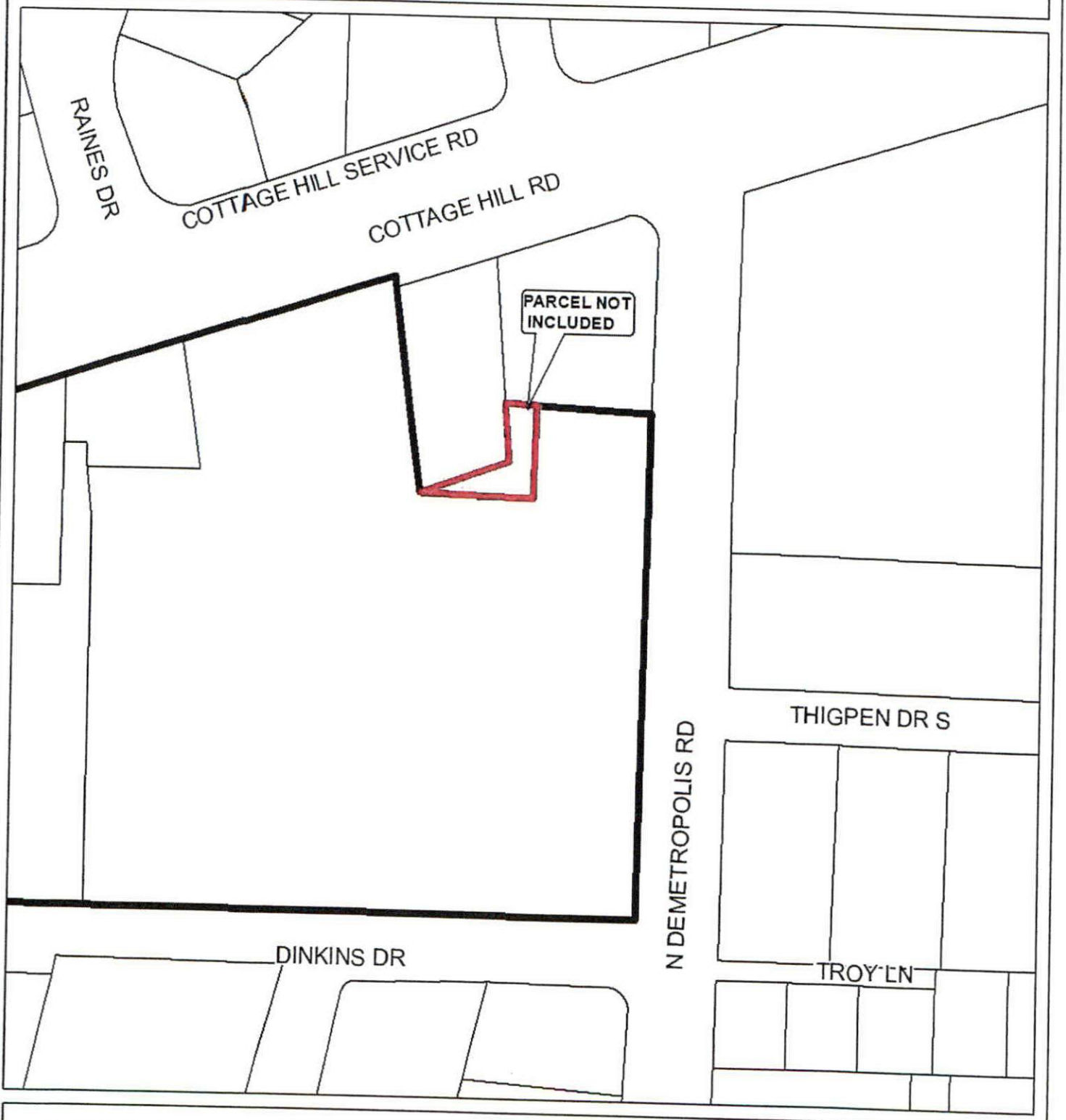
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 8 DATE August 18, 2022

APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/3/2022 - 9:56 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/3/2022 - 9:57 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Gauthier, Lana	Approved	11/3/2022 - 10:02 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Sponsored by:

Councilmember Daves

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/3/2022 - 10:03 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Blasius	Cover Memo	11/3/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/3/2022 - 10:58 AM

CITY CLERK DEPARTMENT

2022 OCT 31 PM 3:29

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Jacob Blasius spokesman for Coyote ~~Water~~ Date: 10/31/22

Address: 6551 Evelyn Dr 36608

Phone: 251·533·7573 Email jacobblasius@gmail.com

Date to Address City Council: 11/8/22

Subject (must be completed): Proposing for coyotes to be named ~~an endangered~~ a dangerous species. Request the City trap and exterminate coyotes.

Specific Questions:

Signature: Taken by Phone JB

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

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	11/3/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/3/2022 - 4:15 PM

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Rev. L.C. Green Date: 11/3/22

Address: _____

Phone: (251) 753-1008 Email _____

Date to Address City Council: 11/8/22

Subject (must be completed): Transparency and the annexation proces.

Specific Questions: _____

Signature: by phone

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	11/3/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/3/2022 - 2:13 PM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, November 3, 2022 2:04 PM
To: Gauthier, Lana
Subject: 11/8/22 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Greetings! I hope this email finds you well. Please excuse my previous email. I have been tending to some business and family matters all day and just wanted to make sure that I sent the notification (request) in.

I will be presenting (as discussed before) on Chapter 38 of the Mobile Municipal Code, a Budget Amendment to improve Public Safety, (potentially Civic Center remarks as well).

Thank you for your attention to this matter and your service!

Kindest Regards,

Reggie

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 1:07 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:13 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:36 PM

THE CITY OF MOBILE, ALABAMA

FIRE, BUILDING AND MUNICIPAL ENFORCEMENT
2021 CODE UPDATE

October 27, 2022

Mobile City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

In coordination with the Fire Bureau, Build Mobile Inspection Services and Municipal Enforcement departments, along with support from the abbreviated Codes Review Committee, the City of Mobile is proposing the adoption of the following codes:

2021 International Fire Code
2021 International Building Code
2021 International Residential Code
2021 International Existing Building Code
2021 International Mechanical Code
2020 National Electric Code
2021 International Plumbing Code
2021 International Fuel Gas Code and the
2021 International Property Maintenance Code

For your review and consideration, copies of the new ordinance are attached. Also, please find enclosed a summary document which provides an overview of the codes review process, review committee participation, as well as the process timeline.

If you have any specific questions or concerns, please let me know. As always, thank you for your support.

Sincerely,

Shayla Jones Beaco

Shayla Jones Beaco
Build Mobile

Attachments

City of Mobile
Code Adoption Summary

Purpose and Intent

For the City of Mobile to adopt the most current 2021 Construction/Trade, Fire and Property Maintenance Codes, bringing our regulations in-line with the State of Alabama and more in sync with surrounding communities. Updated code adoption is necessary for the safety and protection of property and is inclusive of new products and new construction techniques that can make construction more cost effective and efficient.

The City of Mobile Fire Department is required to update the codes in in order to keep their ISO 1 Rating.

Codes to be Adopted			
Code	Department	Current Year	Year to Adopt
International Fire Code (IFC)	Fire	2012	2021
International Building Code (IBC)	Inspections: Building	2012	2021
International Residential Code (IRC)	Inspections: Building	2012	2021
International Existing Building Code (IEBC)	Inspections: Building	2012	2021
International Mechanical Code (IMC)	Inspections: Mechanical	2012	2021
National Electric Code (NEC)	Inspections: Electrical	2014	2020
International Plumbing Code (IPC)	Inspections: Plumbing	2012	2021
International Fuel Gas Code (IFGC)	Inspections: Mechanical/Plumbing	-	2021
International Property Maintenance Code (IPMC)	Municipal Enforcement	2015	2021

Ordinance Review Process

Fall 2021 & Spring 2022: Internal teams reviewed published Significant Changes from each code series and complied the changes into a document. Build Mobile worked directly with City Legal to draft the updated ordinances.

May 12, 2022: City staff held a meeting with the designees from the following trade organizations, per the ordinance, in addition to a representative from the Fire and Plumbing industry. The meeting involved an overview of the Significant Changes by the applicable department(s), with discussion. Questions and issues brought up by the Review Committee were answered by City Departments and/or brought back to the City staff for more discussion, and in turn, communicated back to the Review Committee.

Review Committee: Organization or Trade representatives		City Staff (participating)	
Mark M. Aldred	Mobile Chapter of AIA	Shayla Beaco	Ex. Director Build Mobile
Roger Smith, PE	Mobile Chapter ASPE	Marion McElroy	Sen. Director Build Mobile
Rick Lambert	Mobile Building Trades Council	Todd McClung	Dep Dir Inspection Services
Johnny Murphy	Association of General Contractors	Wendy Mead	Chief Electrical Inspector
Vince Lacoste	Home Builders Association of Mobile	Bob Scroggins	Chief Mechanical Inspector
Rick True	Air Conditioning Contractors Assoc.	Joe Alexander	Chief Plumbing Inspector
Stewart Brooks	Mobile Chapter of NECA	Brenda Moses, Sam Allen	Fire Bureau
Ken Trawick	Master Plumber	David Daughenbaugh	Property Maintenance
Dylon McKeough	Fire Consultant	Cherlina Monteiro	City Legal

August & September 2022: City staff held in-person meetings with each City Council member where the intent and process was explained and discussed. Several Council members identified industry professionals that they wished to be included in the adoption discussion. City staff reached out to each named professional and received verbal support of the adoption from each of them.

Points of Interest

- The City of Mobile proposes adoption of the Fortified Roof Coastal Supplement.
- In accordance with the recommendations of the NFPA and the NEC, the City of Mobile is proposing to include the new mechanical GFCI requirements but will delay enforcement until a future date set forth in the ordinance. This delay will allow the electrical trade industry and manufacturers time to align with the new requirements.
- The Fuel Gas Code drawings will be required for all commercial projects, new residential and complete system replacements. Options include a certified State of Alabama Master Gas Fitter or registered design professional.

AN ORDINANCE TO ADOPT A BUILDING CODE FOR THE CITY OF MOBILE

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: Code and Appendices. That, pursuant to Alabama Code Section 11-45-8 (1975), the 2021 Edition of the International Building Code and Appendices, along with the amendments to the same contained in this ordinance, which has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama, on _____, 2022, is hereby adopted as "The Building Code of the City of Mobile." The ordinance will become effective sixty (60) days after adoption by the City Council.

.

ARTICLE TWO: Published Ordinance. A copy of this ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said *2021 International Building Code* to be published in a newspaper, nor shall the same be spread at length upon the Minutes of this Council, but this ordinance shall be recorded in said minutes.

ARTICLE THREE: Effective Date. The said *2021 International Building Code* shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

ARTICLE FOUR: Contractors Criteria and Qualifications. Criteria and qualifications for all contractors shall be set herein. For the purpose of this ordinance the term contractor will hereinafter refer to Building Contractor as defined and added by **ARTICLE NINE** in **SECTION 202 GENERAL DEFINITIONS.**

Contractor Responsibilities. It shall be the duty of every contractor who shall make contracts for the construction, installation, repair, or modifications of buildings, for which a permit is required, to be properly licensed and bonded in accordance with all the City of Mobile and State of Alabama requirements. The contractor shall register his/her name in a register with the Building Official in a book provided for that purpose. The said book shall record the full name, residence and place of business and it shall be the contractor's responsibility to notify the City of Mobile of any changes.

In addition to the requirements as set forth herein, all individuals, agents or businesses that perform work that exceeds $50,000 are required to be a general contractor or subcontractor in accordance with all the statutory requirements of the State of Alabama and City of Mobile.

ARTICLE FIVE: Surety Bond. In addition to the requirements as set forth herein, it shall be the duty of every builder; contractor and sub-contractor shall provide and have on file a current License and Permit Bond for $10,000. The bond is subject to the approval of City of Mobile Legal Department and shall be provided by a surety company qualified to do business in the State of Alabama.

Such bond shall insure that the licensee complies with laws, ordinances and building regulations of the applicable governing body. The local governing body shall be indemnified and saved harmless from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person, firm, or corporation engaged in the building business or by any other unfaithful, inadequate work done either by themselves or their agents or employees.

ARTICLE SIX: Criteria for Owners to Obtain Permits. For the purpose of this code, a property owner physically doing the work themselves may be issued a permit upon the Building Official's satisfaction that the owner is competent to perform the work for which the permit is requested, and execution of a Building Affidavit. Owner competence can be initially demonstrated by satisfactory performance on an in-house builder's knowledge test at the Permitting Department. Any individual other than the property owner doing the work on a property is considered a contractor and shall meet the requirements of a contractor and shall comply with all applicable laws, codes, and ordinances. All inspection criteria, for property owner permit holders, shall be the same as for contractors in SECTION 110 INSPECTIONS.

ARTICLE SEVEN: Vehicular Signs. All trucks and similar vehicles used by contractors and subcontractors shall have signs on both sides of the body of said vehicle indicating the full name, address, and telephone number of the firm to which it belongs. Lettering may be any color in contrast to the color of the body, but letters identifying the firm name must be at least 1 ½ inches high.

ARTICLE EIGHT: 2021 INTERNATIONAL BUILDING CODE CHAPTER 1 SCOPE AND ADMINISTRATION Part 1-SCOPE AND APPLICATION SECTION 101 SCOPE AND GENERAL REQUIREMENTS. To be amended as follows:

101.1 Title. **Amend to read as follows**:
101.1 Title. These regulations shall be known as the Building Code for the City of Mobile, hereinafter referred to as "this Code."

101.2 Scope. Amend Exception to read as follows:
101.2 Scope. Exception:

Exception: Historic structures designated by the state or local jurisdiction as historic buildings, including those listed on the Alabama Register of Landmark and Heritage or in the National Register of Historic Places; existing buildings undergoing repair; alteration or additions; and change of occupancy shall be permitted to comply with the International Existing Building Code.

101.2.1 Appendices. Amend as follows:

Add sub-paragraph 101.2.1.1 Adopted appendices. To read as follows:
101.2.1.1 Adopted appendices. The following specific appendices shall be adopted:

APPENDIX A EMPLOYEE QUALIFICATIONS
APPENDIX B BOARD OF APPEALS

APPENDIX C GROUP U – AGRICULTURAL BUILDINGS
APPENDIX E SUPPLEMENTARY ACCESSIBILITY REQUIREMENTS
APPENDIX F RODENTPROOFING
APPENDIX G FLOOD-RESISTANT CONSTRUCTION
APPENDIX H SIGNS
APPENDIX I PATIO COVERS
APPENDIX J GRADING
APPENDIX N Replicable Buildings
APPENDIX O Performance-Based Application

101.4 Referenced codes. - 101.4.6 Energy. **Amend to read as follows**:
101.4.6 Energy. Where referenced, the *International Energy Conservation Code* shall be the energy code adopted and enforced by the State of Alabama.

Add Paragraph 101.4.8 National Electrical Code. **To read as follows:**
101.4.8 National Electrical Code. The provision of the *2020 National Electrical Code* and adopted ordinances shall apply to new construction, existing buildings undergoing repairs and/or alterations.

2021 INTERNATIONAL BUILDING CODE > CHAPTER 1 SCOPE AND ADMINISTRATION > Part 2-ADMINISTRATION AND ENFORCEMENT > SECTION 105 PERMITS > To be amended as follows:

105.1.1 Annual permit. Delete in its entirety**.**

105.1.2 Annual permit records. Delete in its entirety**.**

105.2 Work Exempt from permit. Building: Amend to read as follows: 105.2 Work Exempt from permit.
Building:

12. Window awnings in group R-3 and U occupancies, supported by an *exterior wall* that do not project more than 54 inches (1372mm) from the *exterior wall* and do not require additional support.

105.3 Application for permit. Add sub-paragraph 8 and 9. To read as follows: 105.3 Application for permit.

8. Applicant must provide proper identification.
9. Applicant must verify ownership of property.

SECTION 107 CONSTRUCTION DOCUMENTS 107.3 Examination of documents. 107.3.4 Design professional in responsible charge. To be amended as follows:

Add sub-paragraph 107.3.4.2 Work requirement of registered design professional. To read as follows:
107.3.4.2 Work requirements of registered design professional. All drawings, specifications, and accompanying data shall bear the name and address of the registered design professional. The registered design professional shall affix his/her official seal to said drawings, specifications and accompanying data for the erection, enlargement, or alteration of any building. The provisions of this code shall not be held to deprive any Federal or State agency, or any applicable governing authority having jurisdiction, of any power or authority.
The registered design professional shall provide the Building Official a letter stating that he/she is the design professional in responsible charge on each project. The services of a registered design professional shall be required on all buildings except those herein exempted and no official of the City herein charged with the enforcement of laws, ordinances or regulations relating to the construction or alteration of buildings shall accept or approve any plans or specifications that are not so prepared. Upon completion of construction and prior to the issuance of a certificate of Occupancy the registered design professional shall submit to the building official a letter of certificate of substantial completion.

Exceptions:

1. Exemptions shall be in accordance with Code of Alabama 1975, Title 34, Chapter 2, Alabama Board of Architects Registration Act Rules and Regulation.

2. Exemption shall be in accordance with Code of Alabama 1975, Title 34, Chapter 11, and Alabama Board of Licensure for professional Engineers and professional Land Surveyors.

SECTION 109 FEES > To be amended to read as follows:

109.2 Schedule of permit fees. To read as follows:
109.2 Schedule of permit fees. On all buildings, structures, electrical, plumbing, and mechanical systems, or alterations requiring a permit, a fee for each permit shall be paid as required at the time of filing application, in accordance with the "Building Codes Permit Fee Schedule Ordinance" as established by the City of Mobile and adopted in a separate ordinance.

109.6 Refunds. Amend to read as follows:
109.6 Refunds. Refunds shall be issued in accordance with the policies spelled out in the "Building Codes Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

SECTION 110 INSPECTIONS > To be amended as follows:

110.3.9 Energy efficiency inspections. Delete in its entirety**.**

SECTION 111 CERTIFICATE OF OCCUPANCY > 111.2 Certificate Issued. > To be amended as follows:

Add sub-paragraph 111.2.1 Certificate of Shell Completion. To read as follows:
111.2.1 Certificate of Shell Completion. After the Building Official inspects the building or structure and finds no violations of this code or other laws that are enforced, the Building Official shall issue a certificate of completion for a shell building.

SECTION 113 MEANS OF APPEALS > To be amended as follows:

SECTION 113 MEANS OF APPEALS - Delete in its entirety**.**

Add SECTION 113 BOARD OF APPEALS – To read as follows:

> **113.1 General.** In order to hear and decide appeals of orders, decisions or determinations made by the *Building Official* relative to the application and interpretation of this code, there shall be and is hereby created a *Construction Board of Appeals*, hereafter referred to as "The Board of Appeals". The Board of Appeals shall be appointed by the Mayor.
>
> **Exception:** The appeal and variance procedure for structures located in flood hazard areas shall be in accordance with the applicable sections of the City of Mobile's "Storm Water Management and Flood Control Ordinance", which is administered and enforced by the City of Mobile Engineering Department and adopted by a separate ordinance.

The *Building Official* for the Board of Appeals shall be defined as the Code Official having jurisdiction over each of the applicable codes adopted in separate ordinances by the City of Mobile.

> **113.2 Limitations on authority.** An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted hereunder has been incorrectly interpreted; the provisions of this code do not fully apply; or an equally good or better form of construction is proposed. The Board of Appeals shall have no authority to waive requirements of this code.

113.3 Qualifications. The Board of Appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

113.4 Application. The application for appeal shall be filed on a form obtained from the *Building Official* within 20 calendar days after a written decision by the *Building Official*.

113.5 Membership of the Board. The Board of Appeals shall consist of persons appointed by the Mayor as follows:

1. Two for four years; two for three years; two for two years; and three for one year.
2. Thereafter, each new member shall serve for four years or until a successor has been appointed.

The *Building Official* and city attorney or their designees shall be ex officio members of said Board of Appeals but shall have no vote on any matter before the board.

113.6 Members. The Board of Appeals shall consist of seven individuals who are not employees of the jurisdiction, one from each of the following disciplines:

1. Registered design professional with architectural experience or a State of Alabama licensed builder with at least ten years' experience, five of which have been in responsible or supervisory level of work.

2. Licensed design professional with structural engineering experience.

3. Licensed design professional with mechanical engineering experience or a mechanical contractor with at least ten years' experience, five of which have been in a responsible or supervisory level of work.

4. Licensed design professional with plumbing engineering experience or a plumbing contractor with at least ten years' experience, five of which have been in a responsible or supervisory level of work.

5. Licensed design professional with electrical engineering experience or a contractor with at least ten years' experience, five of which have been in a responsible or supervisory level of work.

6. Licensed design professional with fire protection engineering experience or a fire protection contractor with at least ten years' experience, five of which have been in a responsible or supervisory level of work.

7. One who is qualified by experience and training to pass on matters pertaining to property maintenance. If a representative is not available from the listed disciplines, the Mayor may appoint others who may be qualified by experience, education, and training to pass upon appeals presented to the Board of Appeals.

113.7 Alternate members. The Mayor shall appoint two alternate members who shall be called by the board chairperson to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership and shall be appointed for five years, or until a successor has been appointed.

113.8 Rules and procedures. The Board of Appeals is authorized to establish policies and procedures necessary to carry out its duties.

113.9 Chairperson. The Board of Appeals shall annually select one of its members to serve as chairperson.

113.10 Vice-Chairperson. The Board of Appeals shall annually select one of its members to serve as chairperson.

113.11 Disqualification of member. A member shall not hear an appeal in which that member has a personal, professional, or financial interest. .

113.12 Secretary. The Executive Director of Build Mobile shall designate a qualified clerk to serve as secretary to the Board of Appeals. The secretary shall not be a member of the Board of Appeals. The secretary shall file a detailed record of all proceedings in the office of the Executive Director of Build Mobile.

113.13 Compensation of Members. There shall be no compensation for members who serve on the Board of Appeals.

113.14 Ad-hoc Advisory Committees. For the sole purpose of deciding an appeal brought before the Board of Appeals, the Chairperson may empanel an Ad-hoc Committee consisting of one member of the Board of Appeals and two individuals who have specialized expertise relevant to the appeal. Those appointed committee members shall not have a vote in the matter of the appeal and are to serve in an advisory role. Committee members shall present their opinions individually to the full membership of the Board of Appeals. The Ad-hoc Committee shall be

limited in scope of service to the single appeal and its existence shall terminate with the issuance of the decision on the appeal.

Ad-hoc Committees Members. Ad-hoc committees shall be composed of individuals who through education, experience, and licensing by the State of Alabama, are considered qualified to opine on the subject matter that constitutes the basis.

113.15 Notice of meeting. The Board of Appeals shall meet upon notice from the chairperson, within 10 business days of the filing of an appeal or at stated periodic meetings. .

113.16 Open hearing. All hearings before the Board of Appeals shall be open to the public. The appellant, the appellant's representative, the *Building Official* and any person whose interests are affected shall be given an opportunity to be heard. A quorum must be present for the Board of Appeals to conduct a hearing. A quorum shall consist of five (5) members. .

113.17 Procedure. The Board of Appeals shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence but shall mandate that only relevant information be received. .

113.18 Board of Appeals decision. The board shall modify or reverse the decision of the *Building Official* by a concurring vote of a super majority of its members present. .

113.19 Administration. The *Building Official* shall take immediate action in accordance with the decision of the board.

SECTION 114 VIOLATIONS 114.4 Violation Penalties. To be amended as follows:

114.4 Violation Penalties. Amend to read as follows:

114.4 Violation penalties. Persons who shall violate a provision of the *2021 International Building Code* (IBC), as amended, or shall fail to comply with any of the requirements thereof or who shall construct, enlarge, alter repair, move, demolish or change the occupancy of a structure in violation of the approved construction documents or directive of the Code Official or of a permit or certificate issued under the provisions of this Code shall be prosecuted, and upon conviction, be punished by a fine not to exceed five hundred dollars ($500.00). In addition, thereto, at the discretion of the court trying the case, any person so convicted may be imprisoned or sentenced to hard labor for the City for a period not exceeding six (6) months. Other penalties in accordance with Chapter 1 of the Mobile City Code may also apply. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Notwithstanding any other provision of law, the maximum penalty for every person convicted of violating any of the following offenses are as follows:

1. A violation of any provision of **ARTICLE FOUR: Contractors Criteria and Qualifications,** of this Ordinance, shall be a $500 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

2. A violation of any provision of **ARTICLE SEVEN: Vehicular Signs,** of this Ordinance, shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

3. Any act to impede, delay, deceive, obstruct, hinder, disturb or interfere in any manner with the Code Official in the execution of the Code Official's duties shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 116 UNSAFE STRUCTURES AND EQUIPMENT 116.3 Notice. To be amended as follows:

116.3 Notice. All buildings or structures which are unsafe, unsanitary, or not provided with adequate egress, or which constitutes a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, are severally in contempt of this Section, Unsafe Structures and Equipment. All such unsafe buildings are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the following procedures:

1. Whenever the *Building Official* shall find any building or structure or portion thereof to be unsafe, as defined in this Section, he shall, in accordance with established procedure for legal notice, as required by Alabama Act 140, 1971, as amended by Act 581, 1973, give the 1) mortgagee(s), regulatory boards, the person last assessing the property for state taxes, and the owner, agent, or person in control of such building or structure written notice setting forth the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or improvements, or to demolish and remove the building or structure or portion hereof.

2. If necessary, such notice shall also require the building, structure, or portion thereof to be vacated forthwith and not re-occupied until the specified repairs and improvements are completed, inspected, and approved by the *Building Official*. The *Building Official* shall cause to be posted at each entrance to such building a notice stating: **THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL.** Such notice shall remain posted until the required repairs are made, or demolition is completed. It shall be unlawful for any person, firm or corporation or their agents, or other servants, to remove such notice without written permission of the *Building Official*, or for any person to enter the building except for the purpose of making the required repairs or of demolishing same.

3. The mortgagee(s), regulatory boards, last person assessing for state taxation, and if other than those listed, the owner, agent or person in control shall have the right, except in cases of emergency, to appeal from the decision of the Building Official, as provided hereinafter, and to appear before the Board of Adjustment and Appeals at a specified time and place to show cause why he should not comply with said notice.

4. In case the mortgagee(s), regulatory boards, last person assessing for state taxation, and the owner, agent or person in control cannot be found within the stated time limit, or, if such owner, agent or person in control shall fail, neglect or refuse to comply with notice to repair, rehabilitate or to demolish and remove said building or structure or portion thereof, the *Building Official*, after having ascertained the cost, shall cause such building or structure or portion thereof, to be secured or required to remain vacant in accord with Section 102.4.a.1, and/or demolished in accord with Alabama Act 140, 1971.

5. The decision of the *Building Official* shall be final in cases of emergency, which, in his/her opinion, involve imminent danger to human life or health. He shall promptly cause such building, structure, or portion thereof to be made safe or cause its removal. For this purpose, he may at once enter such structure or land on which it stands, or abutting land or structures, with assistance and at such cost as he may deem necessary. He may order the vacation of adjacent structures and may require the protection of the public by appropriate fence or such other means as may be necessary and for this purpose may close a public or private way.

6. Costs included under Paragraphs 103.4(a) and 103.4(a) (5) of Alabama Act 140, 1971 shall be charged to the owner of the premises involved and shall be collected in the manner provided by law.

7. The provisions of this code shall not be held to deprive any Federal or State agency, or any applicable governing authority having jurisdiction of any power or authority.

ARTICLE NINE: 2021 INTERNATIONAL BUILDING CODE CHAPTER 2 DEFINITIONS SECTION 202 DEFINITIONS To be amended as follows:

THE FOLLOWING DEFINITIONS: Amend to read as follows:

FLOOD HAZARD AREA. The area designed as a flood hazard area in accordance with the "Storm Water Management and Flood Control Ordinance" adopted and administered by the City of Mobile's Engineering Department.

HISTORIC BUILDING. Any building or structure that is listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic Places; designated as a historic property under local or state designation; certified as a contributing resource within a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed in the Alabama Register or the National Register of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places.

ADD THE FOLLOWING DEFINITIONS – To read as follows:

CONTRACTOR. One who, for a price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, enlargement, alteration, maintenance, repair, move, rehabilitation, remediation, reclamation, demolish of a structure or swimming pool.

GROUND SIGN. A billboard or similar type of sign which is a supported by one or more uprights, poles, or braces in or upon the ground other than a combination sign or pole sign, as defined by this code.

POLE SIGN. A sign wholly supported by a sign structure in the ground. .

ARTICLE TEN: 2021 INTERNATIONAL BUILDING CODE CHAPTER 3 OCCUPANCY CLASSIFICATION AND USE SECTION 309 MERCANTILE GROUP M - To be amended as follows:

Add Paragraph 309.1 Mercantile Group M - Exception – To read as follows:

Exception. A facility such as above may be classified as Group B (Business) Occupancy when all for the following conditions are met:

1. Meets requirements of small quantity of goods and merchandise available for sale.
2. Occupancy load is 50 persons or less.
3. Meets all life safety requirements for Group B Occupancy.

4. The facility is existing, and no building shall be greater than 2500 square feet.

ARTICLE ELEVEN: 2021 INTERNATIONAL BUILDING CODE > CHAPTER 16 STRUCTURAL DESIGN > To be amended as follows:

SECTION 1609 WIND LOADS – 1609.3 Basic Design Wind Speed. Amend to read as follows:

1609.3 Basic Design Wind Speed. The basic design speed for the determination of the wind loads shall be in accordance with Section 1609 of the 2021 International Building Code, Basic Design Wind Speed Maps or in accordance with ASCE 7.

- Risk Category I, 145 mph 3-second gust
- Risk Category II, 159 mph 3-second gust
- Risk Category III 169 mph 3-second gust • Risk Category IV 179 mph 3-second gust.

Wind Contour Maps Data Source

Data Source: https://hazards.atcouncil.org/

Wind Contour GIS layers: Layer is based on Standards ASCE 7-10 and ASCE 7-16.
ASCE 7-10 Figs. 26.5-1A–C and CC-1–CC-4, incorporating errata of March 12, 2014; ASCE 7-16 Figs. 26.5-1A–D, 26.5-2A–D, and CC.2-1–CC.2-4.
Layer Rest Endpoint: https://gis.asce.org/arcgis/rest/services/ASCE Online tools used for verification:

https://asce7hazardtool.online/
https://hazards.atcouncil.org/

Data Overview: The ASCE 7 Hazard Tool provides site-specific data in both customary and SI units for environmental hazards as specified in Standards ASCE 7-10 and ASCE 7-16:
Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-16 Standard. Wind speeds correspond to approximately a 15% probability of exceedance in 50 years (annual exceedance probability = 0.00333, MRI = 300 years).

SECTION 1612 FLOOD LOADS – 1612.3 Establishment of Flood Hazard areas. Amend to read as follows:

1612.3 Establishment of Special Flood Hazard Areas. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in the most current adopted Flood Insurance Study entitled "The Flood Insurance Study for Mobile County, Alabama and incorporated areas", as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this Section. The adopted "Storm Water Management and Flood Control Ordinance" flood hazard map and supporting data are hereby adopted by

reference and declared to be part of this Section. Where there is difference between the ordinances relating to flood hazard areas, flood hazard map, supporting data or code, the more stringent provision shall prevail.

The variance and appeal procedure shall be in accordance with the applicable sections of the adopted "Storm Water Management and Flood Control Ordinance" which is administered and enforced by the City of Mobile Engineering Department.

ARTICLE THIRTEEN: 2021 INTERNATIONAL BUILDING CODE CHAPTER 29 PLUMBING SYSTEMS SECTION 2902 MINIMUM PLUMBING FACILITIES 2902.1 Minimum number of fixtures. 2902.1.1 Fixture calculations. To be amended as follows:

2902.1.1 Fixture Calculations. Delete Exception 2

ARTICLE FOURTEEN: 2021 INTERNATIONAL BUILDING CODE > APPENDIX H SIGNS > To be amended as follows:

Section H101 GENERAL Amend to read as follows:

H101.1 General. This section is to regulate the construction of new signs and reconstruction of existing signs support structures, braces, and anchors so they may be erected in a safe manner. Where a permit is required, as provided in Chapter 1, construction documents shall be required. These documents shall show the dimensions, material and required details of construction, including loads, stresses, and anchors.

Add subsection H101.1.1 Zoning Ordinance. To read as follows:

H101.1.1 Zoning Ordinance. All signs shall be in accordance with the Zoning Ordinance, Chapter 64, adopted in a separate ordinance and enforced by the Planning and Zoning Department.

H101.2 Signs exempt from permits. Delete in its entirety.

SECTION H102 DEFINITIONS > Amend to read as follows:

H102.1 General. Delete the following definitions:

DISPLAY SIGN
ELECTRIC SIGN

PORTABLE DISPLAY SURFACE
PROJECTING SIGN
ROOF SIGN
SIGN
WALL SIGN

SECTION H103 LOCATION - Delete in its entirety**.**

SECTION H108 ANIMATED DEVICES - Delete in its entirety**.**

SECTION H110 ROOF SIGNS - Delete in its entirety.

SECTION H114 PORTABLE SIGNS - Delete in its entirety**.**

SECTION H116 REFERENCED STANDARDS > Amend to read as follows:

Add H116.2 Zoning 64-11. To read as follow:

H116.2 ZONING 64-11. ZONING ORDINANCE adopted May 16, 1967 and codified in Chapter 64 of CITY CODE of MOBILE, Section 64-11. Sign Regulations Provisions, adopted in a separate ordinance.

ARTICLE FIFTEEN: SEPARATION CLAUSE. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Mobile hereby declares that it would have passed this Ordinance and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, or phrases be declared unconstitutional.

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 1:42 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:57 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:41 PM

THE CITY OF MOBILE, ALABAMA

FIRE, BUILDING AND MUNICIPAL ENFORCEMENT
2021 CODE UPDATE

October 27, 2022

Mobile City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

In coordination with the Fire Bureau, Build Mobile Inspection Services and Municipal Enforcement departments, along with support from the abbreviated Codes Review Committee, the City of Mobile is proposing the adoption of the following codes:

2021 International Fire Code
2021 International Building Code
2021 International Residential Code
2021 International Existing Building Code
2021 International Mechanical Code
2020 National Electric Code
2021 International Plumbing Code
2021 International Fuel Gas Code and the
2021 International Property Maintenance Code

For your review and consideration, copies of the new ordinance are attached. Also, please find enclosed a summary document which provides an overview of the codes review process, review committee participation, as well as the process timeline.

If you have any specific questions or concerns, please let me know. As always, thank you for your support.

Sincerely,

Shayla Jones Beaco

Shayla Jones Beaco
Build Mobile

Attachments

City of Mobile
Code Adoption Summary

Purpose and Intent

For the City of Mobile to adopt the most current 2021 Construction/Trade, Fire and Property Maintenance Codes, bringing our regulations in-line with the State of Alabama and more in sync with surrounding communities. Updated code adoption is necessary for the safety and protection of property and is inclusive of new products and new construction techniques that can make construction more cost effective and efficient.

The City of Mobile Fire Department is required to update the codes in in order to keep their ISO 1 Rating.

Codes to be Adopted			
Code	Department	Current Year	Year to Adopt
International Fire Code (IFC)	Fire	2012	2021
International Building Code (IBC)	Inspections: Building	2012	2021
International Residential Code (IRC)	Inspections: Building	2012	2021
International Existing Building Code (IEBC)	Inspections: Building	2012	2021
International Mechanical Code (IMC)	Inspections: Mechanical	2012	2021
National Electric Code (NEC)	Inspections: Electrical	2014	2020
International Plumbing Code (IPC)	Inspections: Plumbing	2012	2021
International Fuel Gas Code (IFGC)	Inspections: Mechanical/Plumbing	-	2021
International Property Maintenance Code (IPMC)	Municipal Enforcement	2015	2021

Ordinance Review Process

Fall 2021 & Spring 2022: Internal teams reviewed published Significant Changes from each code series and complied the changes into a document. Build Mobile worked directly with City Legal to draft the updated ordinances.

May 12, 2022: City staff held a meeting with the designees from the following trade organizations, per the ordinance, in addition to a representative from the Fire and Plumbing industry. The meeting involved an overview of the Significant Changes by the applicable department(s), with discussion. Questions and issues brought up by the Review Committee were answered by City Departments and/or brought back to the City staff for more discussion, and in turn, communicated back to the Review Committee.

Review Committee: Organization or Trade representatives		City Staff (participating)	
Mark M. Aldred	Mobile Chapter of AIA	Shayla Beaco	Ex. Director Build Mobile
Roger Smith, PE	Mobile Chapter ASPE	Marion McElroy	Sen. Director Build Mobile
Rick Lambert	Mobile Building Trades Council	Todd McClung	Dep Dir Inspection Services
Johnny Murphy	Association of General Contractors	Wendy Mead	Chief Electrical Inspector
Vince Lacoste	Home Builders Association of Mobile	Bob Scroggins	Chief Mechanical Inspector
Rick True	Air Conditioning Contractors Assoc.	Joe Alexander	Chief Plumbing Inspector
Stewart Brooks	Mobile Chapter of NECA	Brenda Moses, Sam Allen	Fire Bureau
Ken Trawick	Master Plumber	David Daughenbaugh	Property Maintenance
Dylon McKeough	Fire Consultant	Cherlina Monteiro	City Legal

August & September 2022: City staff held in-person meetings with each City Council member where the intent and process was explained and discussed. Several Council members identified industry professionals that they wished to be included in the adoption discussion. City staff reached out to each named professional and received verbal support of the adoption from each of them.

Points of Interest

- The City of Mobile proposes adoption of the Fortified Roof Coastal Supplement.
- In accordance with the recommendations of the NFPA and the NEC, the City of Mobile is proposing to include the new mechanical GFCI requirements but will delay enforcement until a future date set forth in the ordinance. This delay will allow the electrical trade industry and manufacturers time to align with the new requirements.
- The Fuel Gas Code drawings will be required for all commercial projects, new residential and complete system replacements. Options include a certified State of Alabama Master Gas Fitter or registered design professional.

AN ORDINANCE TO ADOPT AN ELECTRICAL CODE FOR THE CITY OF MOBILE, ALABAMA

Sponsored by: Mayor Stimpson

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

SECTION ONE: Code and Appendices. That, pursuant to Alabama Code Section 11-45-8 (1975), the 2020 Edition of the National Electrical Code, along with the amendments to the same contained in this Ordinance, has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama, on _____, 2022, and is hereby adopted as the "Electrical Code of the City of Mobile."

SECTION TWO: Published Ordinance. A copy of this Ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said 2020 National Electrical Code to be published in a newspaper, nor shall the same be spread at length upon the minutes of this Council, but this Ordinance shall be recorded in said minutes.

SECTION THREE: Effective Date. The said 2020 National Electrical Code shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

SECTION FOUR: Contractor's Criteria and Qualifications. Criteria and qualifications for electrical contactors shall be set forth herein. For the purpose of this ordinance the term contractor will hereinafter refer to Electrical Contractor as defined and added by SECTION **NINE** in **Article 100 DEFINITIONS.**
It shall be unlawful and an offense against the City for any person to work as a master electrician, journeyman electrician, or low voltage electrician, without first obtaining a certificate of competency from the Board of Electrical Examiners.

In addition to the requirements as set forth herein, all individuals, agents or businesses who install, alter, or modify all or part of an electrical system shall furnish proof that they are a licensed, registered master electrician in accordance with the electrical examining board and the statutory requirements of the state and city. Where any electrical work is being undertaken, a master or journeyman electrician shall be present at the job site and in actual control and in charge of the work being performed.

(A) Creation of the Board of Electrical Examiners. There is hereby created the Board of Electrical Examiners of the City of Mobile.

(B) Appointments. Board of Electrical Examiners members shall be appointed by the City Council.

(1) When appointing members of the Board of Electrical Examiners, the Council will endeavor, to the extent possible, to appoint persons in a manner to reflect a balanced representation of individuals or organizations. The chairman of the Board of Electrical Examiners shall be the electrical official.

(2) The Board of Electrical Examiners shall consist of seven (7) voting members. One board member will be a City of Mobile certified master electrician, and one board member will be a City of Mobile certified journeyman electrician. .

(3) In considering the appointment of board members, the Council may solicit recommendations made by interested organizations and entities, including but not limited to the International Brotherhood of Electrical Workers Local 505, the National Electrical Contractors Association, the Master Electricians Association of Alabama, the Alabama Power Company, the Associated Builders and Contractors Association of South Alabama, and the Home Builders Association of Metro Mobile. The Council is not, however, bound by any recommendation that may be made or compelled to accept or otherwise act upon any recommendation that may be made.

(C) Terms. Each member of the Board of Electrical Examiners shall serve a term of two *(2)* years. Vacancies for any reason shall be filled in the same manner as their appointment, and such appointments shall be for the unexpired term of the member replaced. Members shall be eligible for reappointment.

(1) If, at the expiration of any term of office of any member of the Board of Electrical Examiners, a successor thereto has not have been appointed by the city council, then the member whose term of office has expired will continue to hold office until his or her successor has been duly appointed by the city council. .

(2) This Ordinance shall not serve to vacate any appointment made prior to its effective date.

(D) Compensation. Each appointed member will receive no compensation.

(E) **Quorum.** A quorum as established by the Board of Electrical Examiners operating procedures shall be required to conduct Board of Electrical Examiners business. The Board of Electrical Examiners shall hold such meetings as necessary. The Chair or a majority of the members of the Board of Electrical Examiners shall have the authority to call meetings of the Board of Electrical Examiners.

(F) Duties. It shall be the duty of the Board of Electrical Examiners to:

(1) Adopt the necessary rules and regulations to administer and enforce this Code .

(2) Establish qualifications of electrical contractors. .

(3) Revoke or suspend the recognition of any electrical certification for the jurisdiction. .

(4) After advance notice of the public hearings and the execution of such hearings, as established by law, the Board of Electrical Examiners is authorized to establish and update the provisions for the safety of electrical installations to conform to the currently adopted edition of the National Electrical Code (NFPA 70) and other nationally recognized safety standards for electrical installations.

(5) Establish procedures for recognition of electrical safety standards and acceptance of equipment conforming to these standards.

(G) Examinations. The board of electrical examiners shall hold examinations for master electricians, and journeyman electricians at least twice yearly.

(H) Policies and Procedures. The Board of Electrical Examiners shall promulgate policies and procedures for the administration of examinations, which shall be on file with the Clerk of the City and available in the Electrical Inspection Unit.

(I) Suspension or Revocation of Certificates of Competency. After a hearing following notice, the board shall have the power to suspend any certificate of competency issued by it for a period of not more than thirty (30) days, and may revoke certificates of competency issued by it, upon evidence presented to it that the holder of such certificate of competency has persistently or willfully violated the provisions of this code. When such certificate is revoked, the holder thereof shall not be entitled to apply for a new certificate within six (6) months of the date of such revocation.

(J) Complaints. Whenever a complaint is made to the Board of Electrical Examiners concerning any holder of a certificate of competency and the Board of Electrical Examiners finds there is probable cause that the complaint is grounded in fact and that the facts, if true, would warrant revocation of the certificate, then the Board of Electrical Examiners shall hold a meeting at which meeting the certificate holder and complainant may appear and present evidence as to such charges and defenses. Notice of the meeting shall be given to the holder of the certificate of competency not less than fifteen (15) days prior to the date set for said meeting and shall specify, in detail, the basis of the charges against him or her.

(K) Continuing Education Requirements for Holders of Active Certificates of Competency.

(1) Each person who is certified by the Board of Electrical Examiners must, as a condition of renewal of the certificate, provide proof of at least fourteen (14) classroom hours of continuing education in one (1) or more courses approved by the Board of Electrical Examiners per three-year period.

(2) A person who holds more than one certificate issued by the Board of Electrical Examiners is required to complete the continuing education requirements only once during each three-year period. Proof of completion by any such person must be submitted with the renewal application.

(3) No continuing education requirements apply for the year in which a certificate is initially issued.

(L) Certification Issuance and Renewal Fee.

Table 1

Journeyman electrician	50.00
Duplicate card fee	10.00
Master electrician	30.00 with business license
Low voltage certificate fee	50.00
State issuance fee	25.00
Inactive master	10.00 per year
Inactive master conversion fee	250.00
Certification late renewal	Double fee
Electrical exam fees:	
Master electrical exam fee	145.00
Journeyman electrical exam fee	95.00

* All electrical fees shall comply with the city ordinance known as the "Building Code Permit Fee Schedule Ordinance."

(M) Certificate Fees and Terms.

Table 2

Application	**Fee**	**Prerequisite**	**Term of Certificate of Competency**
Application for master electrician examination	$145.00	Any person shall be eligible for examination as a master electrician who has been in actual employment as a certified journeyman electrician for at least (1) year, or has passed a previous examination with the city as a master electrician, or has a professional electrical engineering license, or such experience in the electrical field as shall be approved by the board of electrical examiners, or has had five (5) years of such experience in the design of electrical systems and their construction shall be approved by the board of examiners.	Master certificates will expire the day prior to March 1 and shall be renewed every three (3) years between January 1 and March 1 without a re-examination, under one (1) of the following provisions: (1) $30.00 fee if purchasing a city electrical contractor's license; (2) if not purchasing a city electrical contractor's license a fee equivalent to the amount paid for the minimum electrical contractor's business license.
Application for journeyman examination	$95.00	Four (4) years' experience as an apprentice or a current journeyman or master electrician in another jurisdiction of the state or other training approved by the board of electrical examiners.	5 years
Application for associate journeyman	$95.00	An applicant for a certificate of competency as an associate journeyman must have had at least two (2) years practical experience as an apprentice of a journeyman electrician or master electrician, or shall be sponsored by the electrical department of the city or must have had other training approved by the board of electrical	

		examiners.	
Application for low voltage	$95.00	Low voltage contractors must be licensed by the Alabama Electronics Security Board and must be issued a limited certificate of competency by the city. Worked performed under the certificate shall be limited to the specific installation specified on the certificate.	5 years
Reciprocal certificate of competency	$100.00	Applicants who attain a minimum score of seventy (70) percent on an examining board approved commercially-produced standardized test administered by an approved governmental agency, shall be eligible for a certificate of competency, without additional examination, subject to payment of the required fee.	
Replace of lost certificates	$10.00		
Inactive master's certificate basis until the next licensing period (January 1 – March 1). During this regular licensing period (January 1 – March 1) an "inactive" certificate may be converted to an "active" certificate by compliance with the electrical code. Also, a holder of an "inactive" certificate may acquire an active master's certificate at any time during the year by a successful completion of the prescribed master examination.	$10.00		

SECTION FIVE: Surety Bond.

(A) In addition to the requirements as set forth herein, it shall be the duty of every builder, contractor, and sub-contractor to provide and have on file a current license and surety bond for $10,000 in accordance with the City of Mobile and State of Alabama Requirements. The bond is subject to the approval of City of Mobile Legal Department and shall be provided by a surety company qualified to do business in the State of Alabama.

(B) Such bond shall insure that the licensee complies with laws, ordinances and building regulations of the applicable governing body. The local governing body shall be indemnified and saved harmless from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person, firm, or corporation engaged in the electrical business or by any other unfaithful, inadequate work done either by themselves or their agents or employees.

(C) The surety bond form must be signed by the master electrical certificate holder and the electrical contractor.

SECTION SIX: Criteria for Owners to Obtain Permit. For the purpose of this Code, homeowner's personally performing electrical work, on the residence that they occupy and own, may be allowed to obtain electrical permits for their residence upon passing an in-house test and execution of an electrical affidavit. Any individual other than the owner performing electrical work on a residential property is considered a contractor and shall meet the requirements of a contractor as set forth herein.

SECTION SEVEN: Vehicular Signs. All trucks and similar vehicles used by electrical contractors shall have signs on both sides of the body which include the full name, address, and telephone number of the firm to which it belongs. Lettering may be in any color in contrast to the color of the body, but letters identifying the firm name must be at least 1 ½ inches high (1 ½").

SECTION EIGHT: 2020 NATIONAL ELECTRICAL CODE > ARTICLE 90 Introduction >

Add Paragraph 90.10 Administration. To read as follows: .
90.10 Administration
(A) General. The provisions of this Code shall apply within the corporate limits of the City of Mobile, and to all City of Mobile owned property not located in the corporate limits of the City of Mobile, to electric conductors and equipment installed within or on public and private buildings and other premises, including parking lots, carnivals, yards and industrial sub-stations; also, the conductors that connect the installations to a supply of electricity, and other outside conductors adjacent to the premises. All electrical systems shall be properly permitted and inspected as required by this Code.

(1) Homeowner installations. Nothing in this Code shall prevent any homeowner from making an electrical installation within his/her own property boundaries, providing such electrical work is done by himself and is in a building used exclusively by him or his/her family. Such privilege does not convey the right to violate any of the provisions of this Code, nor is it to be construed as exempting any such property owner from obtaining a permit and paying required fees therefore.

(2) Liability. Nothing in the Electrical Code of the City of Mobile will be construed to relieve or lessen the responsibility or liability of any person, firm or corporation for injury or damage to any person or property caused by or resulting from any malfunction or defects of any nature in any electrical work performed by said person, firm, or corporation or in any electrical equipment owned, controlled, installed, operated, or used by them. Nor shall the City of Mobile, or any officer, agent, or employee thereof, incur or be held as assuming any liability by reason or in consequence of any permit, permission, certificate of inspection, inspection, or approval authorized therein, or issued or given as herein provided or by any reason or consequence of any actions done or acts performed pursuant to any provision of this Code.

(B) Applicability. General. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(1) Other laws. The provisions of this Code shall not be deemed to nullify any provisions of local, state, or federal law. .

(2) Energy Conservation: Where referenced, the International Energy Conservation Code shall be the energy code adopted and enforced by the State of Alabama.

(3) Application of References. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section, or provision of this Code.

(4) Referenced Codes and Standards. The Codes and standards referenced in this Code shall be considered part of the requirements of this Code to prescribed extent of each such reference. Where differences occur between provisions of this Code and referenced Codes and standards, the provisions of this Code shall apply.

Exception: Where enforcement of a Code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing and manufacturer's instructions shall apply.

(5) Partial Invalidity. In the event any part or provision of this Code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

(6) Existing Structures. The legal occupancy of any structure existing on the date of adoption of this Code shall be permitted to continue without change, except as is specifically covered in this Code, the International Property Maintenance Code, International Existing Building Code, or the International Fire Code, or as is deemed necessary by the Code Official for the general safety and welfare of the occupants and the public.

(a) Except as otherwise provided in this Code, it shall not be required to remove, alter, or abandon, or prevent the continued utilization and maintenance of existing electrical systems and equipment lawfully in existence at the time of the adoption of this Code.

(b) Electrical systems, equipment, materials and appurtenances, both existing and new, and parts thereof shall be maintained in proper operating condition in accordance with the original design and in a safe, hazard-free condition. Devices or safeguards that are required by this Code shall be maintained in compliance with the Code addition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of the electrical systems and equipment. To determine compliance with this provision, the Code Official shall have the authority to require that the electrical systems and equipment be re-inspected.

(7) Additions, Alterations or Repairs. Additions, alterations, or repairs to any structure shall conform to that required for a new structure without requiring the existing structure to comply

with all of the requirements of this Code, unless otherwise stated. Additions, alterations, or repairs shall not cause an existing structure to become unsafe or adversely affect the performance of the building.

(8) Historic Buildings. The provisions of this Code relating to the construction, alteration, repair, enlargement, restoration, relocation or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as historic buildings, including those listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic Places or eligible for listing in the Alabama Register of Landmarks or the National Register of Historic Places, when such buildings or structures are judged by the Official to be safe and in the public interest of health, safety and welfare regarding any proposed construction, alteration, repair, enlargement, restoration, relocation or moving of buildings.

(9) Adoption of the National Code. All electrical work and all materials and appliances used in connection therewith done within the City of Mobile shall conform to the requirements and provisions of the *2020 National Electrical Code*, except as changed by the provisions hereof, which said requirements and provisions are hereby adopted and approved as a part thereof.

(10) Approved materials. All electrical materials, wiring devices, signs, appliances, and equipment used in electrical installations in the City of Mobile whether wholesale or retail in nature shall bear listing label of a nationally recognized testing laboratory or be approved by Build Mobile, Electrical Inspection Unit of the City of Mobile.

(11) Establishment of Special Flood Hazard Areas. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in the most current adopted Flood Insurance Study entitled "The Flood Insurance Study for Mobile County, Alabama and Incorporated Areas", as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this Section.

(a) The adopted "Storm Water Management and Flood Control Ordinance", flood hazard map and supporting data are hereby adopted by reference and declared to be part of this Section. Where there is a difference between the ordinances relating to flood hazard areas, flood hazard map, supporting data or Code, the more stringent provision shall prevail.

(b) The variance and appeal procedure shall be in accordance with the applicable sections of the adopted "Storm Water Management and Flood Control Ordinance" which is administered and enforced by the City of Mobile Engineering Department.

(11) Change of Occupancy. The provisions of the 2020 National Electrical Code shall apply to all buildings undergoing change of occupancy.

(C) Electrical Inspection Unit. The Electrical Inspection Unit is hereby created and the official in charge shall be known as the Code Official.

(1) General. The function of the Electrical Inspection Unit shall be to assist the Code Official in the administration and enforcement of the provisions of this Code.

(2) Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Code Official shall have the authority to appoint a Deputy Code Official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the Code Official.

(3) Restrictions on Employees. No officer or employee connected with the Electrical Inspection Unit, except one whose only connection is a member of the board established by this Code, shall be financially interested in the furnishing of labor, material, or appliances for the construction, authorization, or maintenance of a building. No such officer or employee shall engage in any work, which is inconsistent with his/her duties or with the interest of the unit.

(4) Liability. The Code Official or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The Code Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

(5) Identification. The Code Official shall carry proper identification when inspecting structures or premises in the performance of duties under this Code.

(6) Department Records. The Code Official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for the retention of public record.

(D) Duties and Powers of the Code Official.

(1) General. The Code Official is hereby authorized and directed to enforce the provisions of this Code. The Code Official shall have the authority to render interpretations of this Code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in conformance with the intent and purpose of this Code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this Code.

(2) Right of Entry. Where it is necessary to make an inspection to enforce the provisions of this Code, or where the Code Official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this Code which makes the structure or premises unsafe, dangerous or hazardous, the Code Official or duly authorized representative, is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this Code, provided that if such structure or premises be occupied that credentials be presented to the occupant and

entry requested. If such structure or premises be unoccupied, the Code Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Code Official shall have recourse to the remedies provided by law to secure entry.

(3) Notices and Orders. The Code Official shall issue all necessary notices or orders to ensure compliance with this Code.

(4) Suspension or Revocation. The Code Official is authorized to suspend or revoke a permit issued under the provisions of this Code wherever the permit is issued in error or on the basis of incorrect, inaccurate, or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this Code.

(5) Interference with Code Official. It shall be unlawful for any person to interfere with the Code Official or any of his/her duly authorized representatives when they are performing any of their duties as set out in this Code or in other ordinances of the City of Mobile.

(E) Approval.

(1) Notices. Upon the completion of the Electrical wiring of any building, and/or upon the completion of any alteration or change or repair, it shall be the duty of the contractor doing the electrical work to notify the Code Official or his/her duly authorized representative that such work is completed, who shall then inspect or cause such wiring or appliances to be inspected, and if approved by him, shall issue and attach a certificate of approval.

(2) Certificate of Approval. It shall be unlawful to use or permit the use of, or to supply current for electric wiring for light, heat or power in a building or structure unless the required certificate of approval has been issued; provided, however, the Code Official or his/her duly authorized representative may in his/her discretion give temporary permission for a reasonable time to supply and use current in parts of an electrical installation before such installation has been fully completed and the Certificate of Approval issued.

(3) Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this Code, the Code Official shall have the authority to grant modifications for individual cases, provided the Code Official shall first find that special individual reason makes the strict letter of this Code impractical, and that the modification is in compliance with the intent and purpose of this Code, and does not lessen health, life, and fire-safety requirements. The details of action granting modifications shall be recorded and entered in the file of Electrical Inspection.

(4) Alternative Material, Methods, Equipment and Appliances. The provisions of this Code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this Code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved where the Code Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this Code, and that the material, method of work is for the purpose intended, at least

the equivalent of that prescribed in this Code in quality, strength, effectiveness, fire resistance, durability, and safety.

(5) Required Testing. Wherever there is insufficient evidence of compliance of this Code, or evidence that a material or method does not conform to the requirements of this Code, or in order to substantiate claims for alternative materials or methods, the Code Official shall have the authority to require tests as evidence of compliance to be made at no expense to the City of Mobile.

(6) Approved Materials and Equipment. All materials, equipment and devices approved by the Code Official shall be constructed and installed in accordance with such approval.

(7) Material, Equipment and Appliance Reuse. Materials, equipment, appliances, and devices shall not be reused unless such elements have been reconditioned, tested, and placed in good and proper working condition and approved.

(F) Permits.

(1) Permits Required. Permits required by this Code shall be obtained from the Code Official. Permit fees, if any, shall be paid prior to the issuance of the permit. Issued permits shall be kept on the premises by the homeowner or contractor designated therein at all times and shall be readily available for inspection

(2) Permits Not Required. The following shall be exempt from the requirement for a permit:

(a) Listed cord and plug connected temporary decorative lighting.
(b) Reinstallation of attachment plug receptacles, but not the outlets therefore.
(c) Repair or replacement of branch circuit overcurrent devices of the required capacity in the same location.
(d) Temporary wiring for experimental purposes in suitable experimental laboratories.

(3) Emergency Repairs. When equipment replacement and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the code official.

(4) Application for Permit. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by Build Mobile for that purpose. Such application shall:

(a) Identify and describe the work to be covered by the permit for which application is made.
(b) Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and locate the proposed building or work.
(c) Indicate the use and occupancy for which the proposed work is intended.
(d) Be accompanied by construction documents.
(e) State the valuation of the proposed work.

(f) Be signed by the applicant, or the applicant's authorized agent.
(g) Give such other data and information as required by the Code Official.
(h) Applicant must provide proper identification to verify ownership of property.
(i) Application for an electrical permit shall be granted only to homeowner, or to a licensed and bonded electrical contractor.

(5) Time Limitation of Application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the Code Official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

(6) Action on Application. The Code Official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the Code Official shall reject such application in writing, stating the reasons therefore. If the Code Official is satisfied that the proposed work conforms to the requirements of this Code and laws and ordinances applicable thereto, the Code Official shall issue a permit therefore as soon as practicable.

(7) Expiration. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Code Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

(8) Placement of Permit. The building permit or copy thereof shall be kept on the site of the work until the completion of the project.

(9) Plans and Specifications. Plans and specifications must meet the requirements of Section 107 of the Ordinance of the City of Mobile adopting the 2021 edition of the International Building Code.

(10) Schedule of Fees. On all electrical installations requiring an electrical permit, a fee for each electrical permit shall be paid as required at the time of application, in accordance to the "Building Codes Permit Fee Schedule Ordinance" as adopted by separate ordinance**.**

(11) Fee Refunds. Permit refunds shall be in accordance with the "Building Codes Permit Fee Schedule Ordinance" as adopted by separate ordinance.

(G) Inspections and Testing.

(1) Inspection Required. During and upon completion of any installation, alteration, or extension of an electrical wiring system, the Code Official shall inspect the work to assure compliance with the electrical Code.

(2) Concealed Work. During and upon completion of any installation, alteration, or extension of an electrical wiring system, the Code Official shall inspect the work to assure compliance with the electrical Code.

(3) Conformity. The Code Official shall within a reasonable time after notice of the completion of the electrical wiring for which a permit is required by this Code, make, or cause to be made an inspection of such work and such tests as may be necessary to determine that it conforms to the Code.

(4) Re-inspection. The Code Official may conduct any re-inspection in the interest of public safety. If an electrical wiring system is found to be defective and unsafe, the Code Official shall revoke all certificates relating to such systems, and the use of such system shall be discontinued until compliance is achieved and a new certificate issued.

(5) Defective Work. If an electrical wiring system upon re-inspection is found to be defective and unsafe, the Code Official or his/her duly authorized representative shall revoke all certificates in effect at that time relating to such systems; and the use of such electrical wiring system shall be discontinued until it has been made to conform to this Code and a new certificate of approval has been issued by the Code Official or his/her duly authorized representative.

(6) Certificate of Approval. Upon the making of the final inspection of an electrical wiring system, if the same be approved, then the Code Official or his/her duly authorized representative shall issue or cause to be issued a certificate of approval, as hereinafter provided, and the same shall be attached to the electrical wiring system.

(7) Approval Required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Code Official. The Code Official upon notification shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed or shall notify the permit holder or an agent of the permit holder wherein the same fails to comply with this Code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until approved.

(8) Underground Inspection. Underground inspection is to be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.

(9) Rough-in Inspection. Rough-in inspection is to be made after the roof, framing fire-blocking, bracing and rough wiring is in place and prior to the installation of wall or ceiling membranes.

(10) Final Inspection. Final inspection is to be made after the building is complete, all required fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

(H) Connection or Reconnection of Services.

(a) No person shall make connections from a utility, source of energy or power to any building or system for which a permit is required, until approved by the Code Official.

(b) The Code Official shall have the sole authority to authorize and approve the temporary connection of the building or system to the utility source of energy or power.

(c) Whenever electrical service has been discontinued in a building or structure for a period exceeding six (6) months, the Code Official shall inspect the service equipment and readily accessible wiring before reconnection of the power supply.

(d) The Code Official shall have the authority to authorize disconnection of utility service to a building, structure or system regulated by this Code with the exception that, in the case of an emergency threatening immediate hazard to life or property, a utility connection may be made without prior approval. The Code Official shall notify the serving utility, and if possible, the owner and occupant of the decision to disconnect before the disconnection is affected.

(I) Violation Penalties. Amend as follows:

(I) Violation Penalties.

(1) Persons who shall violate a provision of the *2020 National Electrical Code* (NEC), as amended, or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair electrical work in violation of the approved construction documents or directive of the Code Official or of a permit or certificate issued under the provisions of this Code shall be prosecuted, and upon conviction, be punished by a fine not to exceed five hundred dollars ($500.00). In addition, thereto, at the discretion of the court trying the case, any person so convicted may be imprisoned or sentenced to hard labor for the City for a period not exceeding six (6) months. Other penalties in accordance with Chapter 1 of the Mobile City Code may also apply. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Notwithstanding any other provision of law, the maximum penalty for every person convicted of violating any of the following offenses are as follows:

1. A violation of any provision of **ARTICLE FOUR: Contractors Criteria and Qualifications,** of this Ordinance, shall be a $500 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

2. A violation of any provision of **ARTICLE SEVEN: Vehicular Signs,** of this Ordinance, shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

3. Any act to impede, delay, deceive, obstruct, hinder, disturb or interfere in any manner with the Code Official in the execution of the Code Official's duties shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(2) The Code official shall serve a Notice of Violation (NOV) or order to the person responsible for erection, installation, alteration, extension, repair, removal, or demolition of electrical work in violation of the provisions of this Code, or in violation of a detail statement or the approved construction documents thereunder, or in violation of a permit or certificate issued under the provisions of this Code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

(3) Upon notice from the Code Official that electrical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing with a Stop Work Order (SWO) and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the Code Official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the electrical system after having been served with a SWO, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to issuance of a Municipal Offence Ticket (MOT).

(J) Regulation of Master Electricians.

(1) Every electrical contractor, including joint ventures, must have continuously in his/her employment, a Master Electrician with a valid certificate of competency. All joint venture contractors shall submit proof of continuous employment of a certified master electrician as required by the Board of Electrical Examiners. Whenever any Master Electrician leaves the employment of an electrical contractor it shall be the duty of such contractor to immediately notify the City of Mobile Board of Electrical Examiners.

(2) Every holder of a certificate of competency as a Master Electrician shall notify the Board of Electrical Examiners as to his/her place of employment or any change in employer. .

(3) In the event of death of the "Active" Master Electrician of record employed by a contractor, the contractor shall be permitted to continue operations on previously permitted projects, not to exceed one hundred eighty (180) days. At the end of this period, the contractor will be required to employ exclusively a new holder of an "active" master's certificate. .

(4) No master electrician shall allow his/her name to be used by any other person, firm, or corporation for the purpose of obtaining a permit to do electrical work or for the purpose of doing electrical work under the master electrician's license.

(K) Regulation of Journeyman Electricians.

(1) It shall be unlawful for any journeyman to do any electrical work unless he/she is doing such work under the direct supervision of a holder of a certificate of competency as a master electrician. .

(2) It shall be unlawful for a journeyman to allow any person employed as a helper / apprentice, or trainee to do any electrical work, except under the direct supervision of a master or journeyman. .

(3) A minimum of one (1) journeyman must be present on each construction site. Additional journeymen shall be required at the discretion of the Code official.

(L) Regulation of Low Voltage Contractors.

(1) All installations of low voltage systems, both hardwired and wireless, (i.e., sound, radio and television receiving equipment, burglar alarm systems, telephone fire alarm systems and audio systems) shall comply with the standards of safety as approved and amended by a nationally recognized testing laboratory, the provisions of which are incorporated herein and made a part hereof by reference.

(2) Low Voltage Contractors must be licensed by the Alabama Electronics Security Board and must be issued a limited certificate of competency by the City of Mobile.
Work performed under the certificate shall be limited to the specific installation specified on the certificate.

(3) Low Voltage Contractors shall not be authorized to connect low voltage systems to a structure's light, power, or electrical heating systems.

(M) Construction Board of Appeals. The Board of Appeals, herein called the Construction Board of Appeals, shall be in accordance with the applicable sections of the International Building Code and the Ordinance Adopting the International Building Code which is adopted by separate ordinance.

(N) Unsafe Buildings and Equipment. All unsafe buildings are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the International Property Maintenance Code and applicable ordinances.

SECTION NINE: 2020 NATIONAL ELECTRICAL CODE > CHAPTER 1 General > Article 100 Definitions > Part I. General. To be amended as follows:

Add the following definitions to read as follows:

Certificate of Competency. *S*hall mean the certificate issued by the Board of Electrical Examiners which shall qualify the holder to perform the designated electrical services within the jurisdiction of this Code.

Code Official. The officer or other designated authority charged with the administration and enforcement of this Code, or a duly authorized representative.

Department. Shall mean Build Mobile of the City of Mobile.

Electrical Code. Shall mean the National Electrical Code adopted herein as well as the additional Code sections in Chapter 19 of the City of Mobile Code.

Electrical Contractor. Shall mean a person, firm, or corporation engaged in the business of electrical contracting. An electrical contractor must be under the direction of a "Master Electrician."

Electrical Fence. Shall mean a barrier that uses electrical shocks to deter animals or people from crossing a boundary.

Electrical Official. Shall mean the Code Official in the Build Mobile Department of the City of Mobile. If the Code Official authorizes a designee to enforce provisions of this Code, the actions of the authorized representative shall have the same full force and effect as those of the Code Official.

Flood Hazard Area. The area designated as a flood hazard area in accordance with the "Storm Water Management and Flood Control" Ordinance adopted and administered by the City of Mobile's Engineering Department.

Helper and Apprentice. A person who is employed to assist in electrical installations and is not recognized as a qualified Journeyman or Master Electrician.

Historic Building. Any building or structure that is listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic Places; designated as a historic property under local or state designation; certified as a contributing resource within a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed in the Alabama Register or the National Register of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places.

Journeyman Electrician. Shall mean a person who possesses the necessary qualifications, training, and technical knowledge to install electrical wiring, apparatus, or equipment for light, heat, or power, and who is qualified under the terms and provisions of this Code, and who shall be capable of doing electrical work according to the plans and specifications furnished, and in accordance with the standard rules and regulations governing wiring installations in the City of Mobile

Low Voltage Contractor. Shall mean a person licensed by the Alabama Electronics Security Board to perform electrical work of 50 volts or less for installations of sound, radio and television receiving equipment, smoke, fire, burglary and other security alarm and recordation systems, banking, photographic, merchandising, dispensing, cleaning, and other electrical and electronic systems, provided these systems are not attached to the electrical wiring system of the building or structure. A Low Voltage Contractor is eligible for a limited certificate of competency issued by the Board of Electrical Examiners.

Master Electrician. A person who possesses the necessary qualifications, training, and technical knowledge to plan, lay out, and supervise the installation of electrical wiring, apparatus or equipment for light, heat, or power, and who is qualified under the provisions of this Code with the required certificate of competency from the State of Alabama.

Qualified Person. Any person qualified under the terms and provisions of this Code to perform electrical work, including any homeowner who desires to perform electrical work on his/her premises in accordance with the terms and provisions of this Code.

Regular Licensing Period. Shall date from January 1 to March 1 each year and is the period during which licenses under this Code chapter may be acquired.

Repairs. Shall mean repairs to or replacement of wiring devices, ballasts, securing conduits, and cables, re-splicing, re-insulating, guarding, etc. Replacement of conduits, feeders, and branch circuit conductors and the relocation of receptacles, switches, and outlets shall be considered as new installations, not repairs.

Service Repairs. Shall mean repairs to the panels and metering enclosures, electrode grounding system, and to the wiring system and raceways from the main breaker or main lug to the point of connection to the utility company wire.

2020 NATIONAL ELECTRICAL CODE > CHAPTER 1 General > Article 110 Requirements for Electrical Installations. > Part I. General. > 110.8 Wiring Methods. To be amended as follows:

110.8 Wiring Methods. Amend to read as follows:
110.8 Wiring methods. Only wiring methods recognized as suitable are included in this *Code*. The recognized methods of wiring shall be permitted to be installed in any type of building or occupancy except as otherwise provided in this *Code*. When rewiring, renovating, or upgrading a wiring system, it shall be the responsibility of the electrical contractor to remove all obsolete and abandoned equipment, wiring, and conduits, when practical.

2020 NATIONAL ELECTRICAL CODE > CHAPTER 1 General > Article 110 Requirements for Electrical Installations. > Part II. 1000 Volts, Nominal, or Less. > 110.26 Spaces About Electrical Equipment. > 110.26(E) Dedicated Equipment Space. > 110.26(E)(1) Indoor. To be amended as follows:

(1) **Indoor**. Indoor installations shall comply with 110.26(E)(1)(a) through (E)(1)(e).

Add Paragraph 110.26(E)(1)(e) Sprinkler head shields. To read as follows:

110.26(E)(1)(e). Sprinkler head shields. All sprinkler heads installed in electrical equipment rooms must be shielded to prevent water from entering the electrical panel.

SECTION TEN: 2020 NATIONAL ELECTRICAL CODE > CHAPTER 2 Wiring and Protection > Article 210 Branch Circuits > Part I. General Provisions > 210.8 Ground-Fault Circuit-Interrupter Protection for Personnel. > 210.8(F) Outdoor Outlets. To be amended as follows:

Add Exception 2. Ground-fault circuit-interrupter protection shall not be required for listed HVAC equipment. This exception shall expire September 1, 2026.

2020 NATIONAL ELECTRICAL CODE > CHAPTER 2 Wiring and Protection > Article 210 Branch Circuits > Part II. Branch-Circuit Ratings > 210.19 Conductors – Minimum Ampacity and Size. > 210.19(A) Branch Circuits Not More Than 600 Volts. > 210.19(A)(3) Household Ranges and Cooking Appliances. To be amended as follows:

Add Paragraph 210.19(A)(3)(a) Conductors- Minimum Ampacity and Size. To read as follows:
The branch circuit conductors of a range or combination cook top and oven circuit shall be sized according to manufacturer instructions or shall not be smaller than AWC#6, copper or equivalent.

2020 NATIONAL ELECTRICAL CODE > CHAPTER 2 Wiring and Protection > Article 230 Services > Part II. Overhead Service Conductors. > 230.28 Service Masts as Supports. > 220.28(A) Strength. > To be amended as follows:

230.28(A) Strength. The service mast shall be of adequate strength or be supported by braces or guy wires to withstand safely the strain imposed by the service-drop or overhead service conductors. Hubs intended for use with a conduit that serves as a service mast shall be identified for use with service-entrance equipment. If a service mast is used for the attachment and support of service drop conductors, it shall consist of rigid steel conduit or equivalent, not less than two (2) inches (trade size) in diameter.

2020 NATIONAL ELECTRICAL CODE > CHAPTER 2 Wiring and Protection > Article 230 Services > Part VI. Service Equipment – Disconnecting Means > 230.70 General. > 230.70(A) Location. > 230.70(A)(1) Readily Accessible Location. To be amended as follows:

Article 230 Services > Part VI. Service Equipment – Disconnecting Means > 230.70 General. > 230.70(A) Location. > 230.70(A)(1) Readily Accessible Location. **To be amend as follows:**

230.70(A)(1) Readily Accessible Location. Except as hereinafter specified, every building or structure in which electricity is used for light, heat, or power, shall have the main service disconnect or disconnects located as nearly as practicable to an outside service entrance. This location shall be accessible to police, fire fighter, and all occupants of such building or structure.

2020 NATIONAL ELECTRICAL CODE **> CHAPTER 2 Wiring and Protection > Article 250 Grounding and Bonding > Part VI. Equipment Grounding and Equipment Grounding Conductors > 250.112 Specific Equipment Fastened in Place (Fixed) or Connected by Permanent Wiring Methods. To be amend as follows:**

250.112 Specific Equipment Fastened in Place (Fixed) or Connected by Permanent Wiring Methods.
Except as permitted in 250.112(F) and (I), exposed, normally non-current-carrying metal parts of equipment described in 250.112(A) through (K), and normally non-current-carrying metal parts of equipment and enclosures described in 250.112(L) through (N) shall be connected to an equipment grounding conductor, regardless of voltage.

Add 250.112(N) Flexible Conduits. Separate grounding conductors shall be used for all flexible conduits enclosing branch circuit conductors of electrical appliances and equipment.

SECTION ELEVEN: 2020 NATIONAL ELECTRICAL CODE >CHAPTER 3 Wiring Methods and Materials > Article 344 Rigid Metal Conduit: Type RMC > Part II. Installation > 344.10 Uses Permitted. > 344.10(D) Wet Locations. To be amend as follows:

344.10(D) Wet Locations. All supports, bolts, straps, screws, and so forth, shall be corrosion-resistant materials or protected against corrosion by corrosion-resistant materials. All conduits, installed in ground floor slabs, underground and on top of floors in damp and wet locations must be (PVC) non-metallic rigid conduit or galvanized (or equal) rigid steel construction.

SECTION TWELVE: 2020 NATIONAL ELECTRICAL CODE > CHAPTER 4 Equipment for General Use. > Article 422 Appliances > Part III. Disconnecting Means > 422.31 Disconnection of Permanently Connected Appliances. 422.31(A) Rated at not over 300 Volt-Amperes or 1/8 Horsepower. To be amended as follows:

Add paragraph 422.31(A)(1) Water Heaters. To read as follows: .
422.31(A)(1) Water Heaters. A means of disconnecting an electric hot water supply system from its power supply shall be provided. A disconnect switch shall be provided in accordance with the 2020 National Electrical Code. Required electrical disconnect shall be located within 6 feet (1524mm) of the water heater, no higher than 6 feet above the floor, and with an identifying label.

SECTION THIRTEEN: 2020 ELECTRICAL CODE > CHAPTER 5 Special Occupancies > Article 590 Temporary Installations > 590.4 General. To be amended as follows:

Add 590.4(K) Adequate Load. Temporary services shall be adequate for any load that may be connected and properly identified.

SECTION FOURTEEN: 2020 NATIONAL ELECTRICAL CODE > CHAPTER 6 Special Equipment > Article 680 Swimming Pools, Fountains and Similar Installations > Part II. Permanently Installed Pools. > 680.23 Underwater Luminaries. > 680.23(A) General. > 680.23(A)(4) Voltage Limitation. To be amended as follows:

(4) Voltage Limitation. No luminaries shall be installed for operation on supply circuits over 50 volts between conductors

SECTION FIFTEEN: SEPARATION CLAUSE. If any section, subsection, sentence, clause, or phrase of this Code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code. The City Council of the City of Mobile hereby declares that it would have passed this Code and each section, subsection, clause, or phase thereof, irrespective of the fact that any one or more sections, subsections, sentences, or phrases be declared unconstitutional.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 1:12 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:14 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:40 PM

THE CITY OF MOBILE, ALABAMA

FIRE, BUILDING AND MUNICIPAL ENFORCEMENT
2021 CODE UPDATE

October 27, 2022

Mobile City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

In coordination with the Fire Bureau, Build Mobile Inspection Services and Municipal Enforcement departments, along with support from the abbreviated Codes Review Committee, the City of Mobile is proposing the adoption of the following codes:

2021 International Fire Code
2021 International Building Code
2021 International Residential Code
2021 International Existing Building Code
2021 International Mechanical Code
2020 National Electric Code
2021 International Plumbing Code
2021 International Fuel Gas Code and the
2021 International Property Maintenance Code

For your review and consideration, copies of the new ordinance are attached. Also, please find enclosed a summary document which provides an overview of the codes review process, review committee participation, as well as the process timeline.

If you have any specific questions or concerns, please let me know. As always, thank you for your support.

Sincerely,

Shayla Jones Beaco

Shayla Jones Beaco
Build Mobile

Attachments

City of Mobile
Code Adoption Summary

Purpose and Intent

For the City of Mobile to adopt the most current 2021 Construction/Trade, Fire and Property Maintenance Codes, bringing our regulations in-line with the State of Alabama and more in sync with surrounding communities. Updated code adoption is necessary for the safety and protection of property and is inclusive of new products and new construction techniques that can make construction more cost effective and efficient.

The City of Mobile Fire Department is required to update the codes in in order to keep their ISO 1 Rating.

Codes to be Adopted			
Code	Department	Current Year	Year to Adopt
International Fire Code (IFC)	Fire	2012	2021
International Building Code (IBC)	Inspections: Building	2012	2021
International Residential Code (IRC)	Inspections: Building	2012	2021
International Existing Building Code (IEBC)	Inspections: Building	2012	2021
International Mechanical Code (IMC)	Inspections: Mechanical	2012	2021
National Electric Code (NEC)	Inspections: Electrical	2014	2020
International Plumbing Code (IPC)	Inspections: Plumbing	2012	2021
International Fuel Gas Code (IFGC)	Inspections: Mechanical/Plumbing	-	2021
International Property Maintenance Code (IPMC)	Municipal Enforcement	2015	2021

Ordinance Review Process

Fall 2021 & Spring 2022: Internal teams reviewed published Significant Changes from each code series and complied the changes into a document. Build Mobile worked directly with City Legal to draft the updated ordinances.

May 12, 2022: City staff held a meeting with the designees from the following trade organizations, per the ordinance, in addition to a representative from the Fire and Plumbing industry. The meeting involved an overview of the Significant Changes by the applicable department(s), with discussion. Questions and issues brought up by the Review Committee were answered by City Departments and/or brought back to the City staff for more discussion, and in turn, communicated back to the Review Committee.

Review Committee: Organization or Trade representatives		City Staff (participating)	
Mark M. Aldred	Mobile Chapter of AIA	Shayla Beaco	Ex. Director Build Mobile
Roger Smith, PE	Mobile Chapter ASPE	Marion McElroy	Sen. Director Build Mobile
Rick Lambert	Mobile Building Trades Council	Todd McClung	Dep Dir Inspection Services
Johnny Murphy	Association of General Contractors	Wendy Mead	Chief Electrical Inspector
Vince Lacoste	Home Builders Association of Mobile	Bob Scroggins	Chief Mechanical Inspector
Rick True	Air Conditioning Contractors Assoc.	Joe Alexander	Chief Plumbing Inspector
Stewart Brooks	Mobile Chapter of NECA	Brenda Moses, Sam Allen	Fire Bureau
Ken Trawick	Master Plumber	David Daughenbaugh	Property Maintenance
Dylon McKeough	Fire Consultant	Cherlina Monteiro	City Legal

August & September 2022: City staff held in-person meetings with each City Council member where the intent and process was explained and discussed. Several Council members identified industry professionals that they wished to be included in the adoption discussion. City staff reached out to each named professional and received verbal support of the adoption from each of them.

Points of Interest

- The City of Mobile proposes adoption of the Fortified Roof Coastal Supplement.
- In accordance with the recommendations of the NFPA and the NEC, the City of Mobile is proposing to include the new mechanical GFCI requirements but will delay enforcement until a future date set forth in the ordinance. This delay will allow the electrical trade industry and manufacturers time to align with the new requirements.
- The Fuel Gas Code drawings will be required for all commercial projects, new residential and complete system replacements. Options include a certified State of Alabama Master Gas Fitter or registered design professional.

AN ORDINANCE TO ADOPT A FIRE CODE FOR THE CITY OF MOBILE, ALABAMA

Sponsored by: Mayor Stimpson

ARTICLE ONE: Code and Appendices. That, pursuant to Alabama Code Section 11-45-8 (1975), the **2021** Edition of the International Fire Code and Appendices B, C, and D, along with the amendments to the same contained in this Ordinance, has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama on _____, 2022, is hereby adopted as the "Fire Code of the City of Mobile." The ordinance will become effective sixty (60) days after adoption by the City Council.

ARTICLE TWO: Published Ordinance. A copy of this Ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said **2021** International Fire Code to be published in a newspaper, nor shall the same be spread at length upon the minutes of this Council, but this Ordinance shall be recorded in said minutes. .

ARTICLE THREE: Effective Date. The said *2021 International Fire Code* shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed. .

ARTICLE FOUR: Contractors Criteria and Qualifications. For the purpose of this Ordinance the term 'contractor' will hereinafter refer to Fire Protection System Contractor as defined and added by ARTICLE EIGHT in SECTION 202 GENERAL DEFINITIONS. Criteria and qualifications for fire protection system contractors shall be set forth herein.

Fire Protection System Contractor Responsibilities. It shall be the duty of every contractor who shall make contracts for the design, installation and/or replacement of components of fire protection systems, for which a permit is required, to be properly certified, licensed and bonded in accordance with all of the City of Mobile and State of Alabama requirements. The fire contractor shall register his name with the Community Risk Reduction Division of Mobile City Fire and Rescue Department upon application for annual permit, giving full name, residence, and place of business, and, in case of removal from one place of business to another to have made corresponding change in said application record accordingly.

ARTICLE FIVE: Surety Bond. In addition to the requirements as set forth herein, it shall be the duty of every contractor and sub-contractor to provide and have on file a current license and permit bond for ten thousand dollars ($10,000.00). The bond is subject to the approval of the city legal department and shall be provided by a surety company qualified to do business in the state of Alabama.

Such bond shall insure that the licensee complies with laws, ordinances and regulations of the applicable governing body. The local governing body shall be indemnified and saved harmless from all claims arising from accidents and damage of any character whatsoever caused by the negligence of

such person, firm, or corporation engaged in business or by any other unfaithful, inadequate work done either by themselves or their agents or employees.

ARTICLE SIX: Vehicular Signs. All trucks and similar vehicles used by contractors and subcontractors shall have signs on both sides of said vehicles indicating the full name, address, and telephone number of the firm to which it belongs. Lettering may be any color in contrast to the color of the body and be at least one and one-quarter (1¼) inches tall. .

ARTICLE SEVEN: 2021 INTERNATIONAL FIRE CODE > Part I-Administrative > CHAPTER I SCOPE AND ADMINISTRATION > PART 1 – GENERAL PROVISIONS > Amend as follows:

SECTION 101 SCOPE AND GENERAL REQUIREMENTS – Amend as follows:

101.1 Title. Amend to read as follows: .

101.1 Title. These regulations shall be known as the *Fire Code* of the City of Mobile, Alabama, herein after referred to as, "this Code."

Add sub-paragraph 101.2.1.1 Adopted Appendices. .

101.2.1.1 Adopted Appendices. **The following appendices shall be adopted**:

1. Appendix B - Fire Flow Requirements for Buildings.
2. Appendix C - Fire Hydrant Locations and Distribution.
3. Appendix D - Fire Apparatus Access Roads, except for section D107 which is not adopted.
4. Appendix I – Fire Protection System – Noncompliant Conditions
5. Appendix N – Indoor Trade Shows and Exhibitions .

SECTION 102 APPLICABILITY – Amend as follows:

102.4 Application of building code. Amend to read as follows: .

Add sub-paragraph 102.4.1 Application of the property maintenance code. To read as follows:**102.4.1 Application of the property maintenance code**. The provisions of the 2021 *International Property Maintenance Code* and adopted ordinances shall apply to existing structures and premises: equipment and facilities; light, ventilation, space, heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing structures and premises.

Add sub-paragraph 102.4.2 Application of the electrical code. To read as follows: **102.4.2 Application of the electrical code**. The provisions of the *2020 National Electrical Code* and

adopted ordinances shall apply to the installation, alterations, repairs and replacement of electrical systems, including equipment, fixtures, fittings and/or appurtenances. .

Add sub-paragraph 102.4.3 Application of the mechanical code. To read as follows: **102.4.3 Application of the mechanical code**. The provisions of the *2021 International Mechanical Code* and adopted ordinances shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other related systems. .

Add sub-paragraph 102.4.4 Application of the plumbing code. To read as follows: **102.4.4 Application of the plumbing code**. The provisions of the *2021 International Plumbing Code* and adopted ordinances shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fitting and appurtenances, and were connected to a water or sewage system.

Add sub-paragraph 102.4.5 Application of the existing building code. To read as follows:**102.4.5 Application of the existing building code**. The provisions of the 2021 *International Existing Building Code* and adopted ordinances shall apply to existing structures and premises: equipment and facilities; light, ventilation, space, heating, sanitation, life and fire safety hazards.

Add sub-paragraph 102.4.6 Application of the fuel gas code. To read as follows: **102.4.6 Application of the fuel gas code**. The provisions of the 2021 *International Fuel Gas Code* and adopted ordinances shall apply to the design and installation of new and existing fuel gas systems gas fired appliances. .

SECTION 107 FEES – Amend as follows:

107.2 Schedule of permit fees. Amend to read as follows: .
107.2 Schedule of permit fees. On all buildings, structures, facilities and operations requiring a permit, a fee for each permit shall be paid as required at the time of filing the application, in accordance with the Fire Code Permit Fee Schedule Ordinance as established by the City of Mobile and adopted in a separate ordinance.

Add sub-paragraph [A] 107.2 Schedule of fire code permit fees. To read as follows:
On conducting an operation or business, or installation or modification of any fire protection system and equipment which is regulated by the fire code, a permit fee for each required permit shall be paid at the time of receiving the permit. The applicable permit fees required by the city shall be determined in accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (see subsection (a) applicability).

Work exempt from permit. Any exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Fire code permits fees. The fees established by the city fire code must be collected at time the permit is received. A one dollar ($1.00) permit issuance fee shall be assessed to all permits issued.

Other permit fees. Where no permit fees are listed the city shall determine the required permit fee.

Operational and business permit fees. These fees are based on the operation or business conducted and the prescribed period before permit is renewed or revoked.

Operation/Business	Frequency	Criteria	Fee
Firework display, indoor	Single event		$61.00
Firework display, outdoor	Single event		121.00
Ceremonial bonfire	Single event		No fee
Amusement building	Seasonal		No fee
Aboveground fuel storage tank	Annual	60 to 1,000 gallons	91.00
Aboveground fuel storage tank	Annual	1,001 to 6,000 gallons	141.00
Aboveground fuel storage tank	Annual	6,001 to 12,000 gallons	181.00
Aboveground fuel storage tank	Annual	Above 12,000 gallons	241.00

Fire protection system contractor annual permit fee. Certified fire protection system contractors are required to hold an annual permit with the Community Risk Reduction Division. A State Fire Marshal's Certificate, City of Mobile Business License and Liability insurance in the amount of 1,000,000.00 with the City of Mobile as the certificate holder is required for the annual permit.

Contractor Specialty	Frequency	Criteria	Fee
Emergency Responder Radio Coverage	Annual	Training & FCC Certifications	$241.00
Fire alarm system contractor	Annual	State fire marshal certificate	241.00
Automatic sprinkler system	Annual	State fire marshal certificate	241.00
Kitchen hood suppression system	Annual	Training certificates	241.00
Clean agent system	Annual	Training certificates	241.00
Portable fire extinguisher	Annual	Training certificates	241.00

Fire protection system and equipment permit fee. The installation, alteration, reconstruction, or repair of any fire protection system or equipment requires a permit. These permits are computed based on the following variables.

Fire Alarm System		Add	Add
Emergency Responders Radio Coverage	$151.00		
New installation	$151.00	$1.00 per appliance/device	$25.00 per floor above 3rd
Existing 3—25 appliance/devices	101.00	N/A	N/A
Fire alarm control panel	151.00	N/A	N/A

Sprinkler System	Fee	Add	Add
New installation	$151.00	$1.00 per sprinkler head	$25.00 per floor above 3rd
Existing 3-25 heads	101.00	N/A	N/A
Fire pump	121.00	N/A	N/A
Standpipe	121.00	5.00 for each hose connection	N/A
Private fire hydrant	241.00	50.00 per additional hydrant	N/A
Underground piping	241.00	241.00 per additional riser	N/A
Alternative suppression	151.00	N/A	N/A
Sprinkler head replacement >25	151.00	$1.00 per sprinkler head	$25.00 per floor above 3rd

Plan review fees. Building Plan Review fees for all commercial structures and facilities: $170.00.

(1) This fee includes the initial submission and one (1) revision or corrected submittal (with clouded revisions).

(2) Any third or subsequent submittals on the same project shall be charged an additional eighty-five dollars ($85.00) per submission. .

(3) Other plan review fees. Where no plan review fees are listed the city shall determine the required plan review fee.

Inspection fees.

(1) Re-inspection..... $61.00

(2) After hour and weekend inspections, (4 hour minimum)..... $200.00

(3) Cooking Concessions Operations / Food Trucks Inspection……..$51.00

(4) Fire Protection Plan Review re-Submittal Fee……$61.00

Special Events Crowd Management Fees.

The event sponsor/planner shall be responsible for paying the cost for MFRD-Community Risk Reduction Division inspections and crowd management services at a rate of $35.00 per person per hour plus any additional fees incurred by the Community Risk Reduction Division. The event plan shall be forwarded to the CRR division for review at least 30 days prior to the event and the CRR division will determine the adequate amount of coverage needed and the cost of said coverage. The CRR division will provide the determined amount of coverage for the event.

Permit fee refund. The fire code official shall authorize the refunding of fees as follows:

(1) The full amount of any permit fee paid hereunder that was erroneously paid or collected. The fire code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee no later than one hundred eighty (180) days after the date of fee payment.

Failure to obtain permit $500.00

(Other penalties in accordance with chapter 1 of the Mobile City Code may also apply)

Request for information..... $61.00

Miscellaneous. There are no fire code permit fees for those items listed below. See the building code permit fee schedule ordinance, which is adopted by a separate ordinance.

(1) Certificate of occupancy (new or change or occupancy);
(2) Temporary certificate of occupancy;
(3) Construction board of appeals;
(4) Permit fee extension;
(5) A separate permit shall be required for each building or tenant unit for shell buildings;
(6) Whenever a sub-contractor is dismissed from a job;
(7) Dismissal of general contractor or homebuilder is dismissed;
(8) Adjusted valuation of all construction including [, but not limited to, cost overrun(s) and change order(s)].

107.3 Permit valuations. – Delete in its entirety**.**

Add sub-paragraph 107.3 Applicability. To read as follows:

107.3**—Applicability**. This section applies to permit fees charged by the city for compliance with the fire code adopted by the city listed herein unless otherwise exempted. Permits may be required by other departments and agencies including but not limited to the following:

City engineering;

Urban forestry;

Historic development;

Alabama Power Company;

Urban development;

Mobile Area Water & Sewer Service;

City revenue;

Mobile Gas Corporation;

Right-of-way;

Mobile County Health Department;

Traffic engineering;

107.6 Refunds. **Amend to read as follows**: .

107.6 Refunds. Fire Code permit refunds shall be issued in accordance with the policies spelled out in the "Fire Code Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

SECTION 109 MAINTENANCE Amend as follows:

Add paragraph 109.3 Recordkeeping. To read as follows:

A record of periodic inspections, tests, servicing and other operations and maintenance shall be maintained on the premises or other approved location for not less than 3 years, or a different period of time where specified in this code or referenced standards. Records shall be made available for inspection by the fire code official, and a copy of the records shall be provided through the **Mobile Eyes Contractor Portal.**

Residential Group R-1 and R-2. Residential Group R-1 and R-2, (Apartments, Hotels and Motels, non-transient and transient residential occupancies) property owners shall submit a quarterly report via **Mobile Eyes Contractor Portal**, to include smoke alarm operational condition, clothes dryer vent cleaning and fire extinguisher inspections. Fire hydrant annual testing shall be conducted by a fire sprinkler contractor and included in the report.

The fire code official is authorized to prescribe the form and format of such recordkeeping. The fire code official is authorized to require that certain required records be filed with the fire code official.

SECTION 111 MEANS OF APPEALS - Delete in its entirety.

Add SECTION 111 BOARD OF APPEALS. To read as follows:

SECTION 111 BOARD OF APPEALS

Add paragraph 111.1 Construction Board of Appeals. To read as follows:

111.1 Construction Board of Appeals. The Board of Appeals, herein called the Construction Board of Appeals, shall be in accordance with the applicable sections regarding appeals of the International Building Code and the Ordinance Adopting the International Building Code.

SECTION 112 VIOLATIONS > Amend as follows:

112.4 Violation penalties. Amend to read as follows:
112.4 Violation penalties. Persons who shall violate a provision of the *2021 International Fire Code* (IFC), as amended, or shall fail to comply with any of the requirements thereof or who shall erect, install and/or replace components of fire protection systems in violation of the approved construction documents or directive of the Code Official or of a permit or certificate issued under the provisions of this code shall be prosecuted, and upon conviction, be punished by a fine not to exceed five hundred dollars ($500.00). In addition, thereto, at the discretion of the court trying the case, any person so convicted may be imprisoned or sentenced to hard labor for the City for a period not exceeding six (6) months. Other penalties in accordance with Chapter 1 of the Mobile City Code may also apply. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Notwithstanding any other provision of law, the maximum penalty for every person convicted of violating any of the following offenses are as follows:

1. A violation of any provision of ARTICLE FOUR: Contractors Criteria and Qualifications, of this Ordinance, shall be a $500 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

2. A violation of any provision of ARTICLE SEVEN: Vehicular Signs, of this Ordinance, shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

3. Any act to impede, delay, deceive, obstruct, hinder, disturb or interfere in any manner with the Code Official in the execution of the Code Official's duties shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

ARTICLE EIGHT: 2021 INTERNATIONAL FIRE CODE > CHAPTER 2 DEFINITIONS > Amend as follows:

SECTION 202 GENERAL DEFINITIONS > Amend to read as follows:

FIRE PROTECTION SYSTEM CONTRACTOR - Contractors approved and holding an annual permit issued through the Community Risk Reduction Division of the City of Mobile Fire and Rescue Department meeting the requirements of Section 901 Fire Protection Systems and the State of Alabama.

HISTORIC BUILDINGS - Any building or structure that is listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic Places; designated as a historic property under local or state designation; certified as a contributing resource within a National Register listed or locally designated historic district; or with an opinion or certification that the property is

eligible to be listed in the Alabama Register or the National Register of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places.

OCCUPANCY CLASSIFICATION > Group R. Residential – Amend to read as follows:

Single Family Residence. Buildings that do not contain more than two dwelling units, detached from other structures and occupied by a single, blood or marriage related, family unit**.**

ARTICLE NINE: 2021 INTERNATIONAL FIRE CODE > Part II – General Safety Provisions > CHAPTER 3 GENERAL REQUIREMENTS > SECTION 308 OPEN FLAMES > 308.1 General. Amend as follows: .

308.1.4 Open flame cooking devices. **Amend to read as follows**: .
308.1.4 Open flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on balconies or within 10 feet of combustible construction. The management of multi-family residential occupancies which have balconies, decks, or patios shall notify their tenants in writing of the prohibitions of open flame cooking devices on balconies as outlined in 308.1.4 of the fire code when the tenant or occupant initially occupies the building and periodically thereafter as may be necessary to ensure compliance. .

308.1.4 Open flame cooking devices. **Exceptions: Amend as follows**: .
Exceptions 2: Delete in its entirety.

Exceptions 3: Delete in its entirety.

ARTICLE TEN: 2021 INTERNATIONAL FIRE CODE > Part III – Building and Equipment Design Features > CHAPTER 5 FIRE SERVICE FEATURES > Amend as follows:

SECTION 503 FIRE APPARATUS ACCESS ROADS - Amend to read as follows:

503.6 Security Gates.
Installation of security gates across a fire apparatus road shall utilize a Knox Box, Knox electric gate system or Knox Pad-lock for rapid fire department entry into gated premises for new and existing access roads.

SECTION 506 KEY BOXES – **Amend to read as follows**: .

506.1 Where required. **To read as follows**: .
506.1 Where required. All buildings with a fire alarm and/or a fire protection system will require an approved Knox key box for rapid fire department entry into the building. Entry keys/cards to all parts of the building are required to be placed in the key box and shall be maintained in accordance to 506.2. and a Knox elevator key boxe shall be required for fire service keys and tools for new and existing elevators.

SECTION 507 FIRE PROTECTION WATER SUPPLIES > 507.5 Fire Hydrant Systems. > 507.5.1 Where required. > Amend as follows: .

507.5.1.1 Hydrant for standpipe systems. **Amend to read as follows**: .
507.5.1.1 Hydrant for automatic sprinkler systems and standpipe systems. Buildings equipped with an automatic sprinkler system or standpipe system shall have a fire hydrant located within 100 feet of the fire department connections.

ARTICLE ELEVEN: 2021 INTERNATIONAL FIRE CODE > CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS > **Amend as follows**: .

SECTION 901 GENERAL > 901.2 Construction documents. - Amend as follows: .
Add sub-paragraph 901.2.2 Professional certification requirements. **To read as follows**: .
901.2.2 Professional certification requirements. All Fire Protection System Contractors shall obtain an annual permitted through the Community Risk Reduction Office. The certifications required for the annual permit can be found on our website, www.cityofmobile.org/fire/divisions/community-risk-reduction, under documents. The fire protection system permit requirements do not relieve the permitted of additional qualifications and permits required from other adopted codes and ordinances.

901.9 Termination of monitoring service. **Amend to read as follows**: .
901.9 Termination of monitoring service. For fire alarm systems required to be monitored by this code, notice shall be given to the fire code official whenever alarm monitoring services are terminated. The owner or owner designated representative shall be responsible for sending a notice of termination of service in writing attached to an email sent to the following email address.

To: firebureau@cityofmobile.org

Subject: Termination of Monitoring

SECTION 903 AUTOMATIC SPRINKLER SYSTEMS > 903.2 Where required. > 903.2.10 Group S-2 parking garages. **–Amend as follows:** .

903.2.10.1 Commercial Parking Garages. **Amend to read as follows**:

An automatic sprinkler system shall be provided throughout buildings used for the storage of commercial motor vehicles, RVs and Boats with a fuel capacity greater than 25 gallons, where the fire area exceeds 5000 square feet.

Section 903.4 Sprinkler system supervision and alarms. Amend to read as follows:

903.4 Sprinkler system supervision and alarms. Valves controlling water supply for automatic sprinkler systems, pumps, tanks, water levels and temperature, critical air pressures and waterflows switches on all sprinkler systems, **new and existing,** shall be electrically supervised by a listed fire alarm control unit.

SECTION 904 ALTERNATIVE AUTOMATIC FIRE EXTINGUISHING SYSTEMS –Amend as follows:

904.13 Commercial cooking systems. **Amend as follows**:

Sub-paragraph 5. Delete in its entirety**.**

SECTION 912 FIRE DEPARTMENT CONNECTIONS – 912.4 Access. –**Amend as follows**:

912.4.1 Locking fire department connection caps. **Amend to read as follows**:
912.4.1 Locking fire department connection caps. Locking caps are required on fire department connections for water-based fire protection systems unless the connection is located inside a security guard-maintained, fenced facility and the fire code official has approved the site. .

912.6 Backflow protection. Amend to read as follows: .
912.6 Backflow protection. The potable water supply to fire protection systems shall be protected against backflow as required by the International Fire Code and the Mobile Area Water and Sewer Service. Backflow preventers shall be protected from freezing by being insulated if outdoors or installed in a climate-controlled environment if indoors.

SECTION 913 FIRE PUMPS–Amend as follows:

913.2 Protection against interruption of service. Amend to read as follows: .
913.2 Protection against interruption of service. As required by the Authority Having Jurisdiction, occupancies where life safety is at risk such as residential, institutional and other occupancies that will remain occupied without electrical power. An emergency generator shall be required as an alternate source of power.

ARTICLE TWELVE: 2021 INTERNATIONAL FIRE CODE > Part V-Hazardous Materials > CHAPTER 50 HAZARDOUS MATERIALS-GENERAL PROVISIONS > SECTION 5001

GENERAL > 5001.1 Scope. > **Amend as follows**: .

5001.1.1 Waiver. **Amend to read as follows**: .
5001.1.1 Waiver. The provisions of this chapter and any other chapter are waived when the fire code official determines that such enforcement is preempted by other codes, statutes or ordinances.

ARTICLE THIRTEEN: 2021 INTERNATIONAL FIRE CODE > Part VI-Referenced Standards > CHAPTER 80 REFERENCED STANDARDS > **Amend as follows**:

Referenced Standards: Where National Fire Protection Association (NFPA) and other Standards are referenced by the 2021 *International Fire Code*, the most current edition of that standard shall be adhered to. .

SECTION FOURTEEN: SEPARATION CLAUSE. If any section, subsection, sentence, clause, or phrase of this Code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code. The City Council of the City of Mobile hereby declares that it would have passed this Code and each section, subsection, clause, or phase thereof, irrespective of the fact that any one or more sections, subsections, sentences, or phrases be declared unconstitutional.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 12:59 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:03 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:40 PM

THE CITY OF MOBILE, ALABAMA

FIRE, BUILDING AND MUNICIPAL ENFORCEMENT
2021 CODE UPDATE

October 27, 2022

Mobile City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

In coordination with the Fire Bureau, Build Mobile Inspection Services and Municipal Enforcement departments, along with support from the abbreviated Codes Review Committee, the City of Mobile is proposing the adoption of the following codes:

2021 International Fire Code
2021 International Building Code
2021 International Residential Code
2021 International Existing Building Code
2021 International Mechanical Code
2020 National Electric Code
2021 International Plumbing Code
2021 International Fuel Gas Code and the
2021 International Property Maintenance Code

For your review and consideration, copies of the new ordinance are attached. Also, please find enclosed a summary document which provides an overview of the codes review process, review committee participation, as well as the process timeline.

If you have any specific questions or concerns, please let me know. As always, thank you for your support.

Sincerely,

Shayla Jones Beaco

Shayla Jones Beaco
Build Mobile

Attachments

City of Mobile
Code Adoption Summary

Purpose and Intent

For the City of Mobile to adopt the most current 2021 Construction/Trade, Fire and Property Maintenance Codes, bringing our regulations in-line with the State of Alabama and more in sync with surrounding communities. Updated code adoption is necessary for the safety and protection of property and is inclusive of new products and new construction techniques that can make construction more cost effective and efficient.

The City of Mobile Fire Department is required to update the codes in in order to keep their ISO 1 Rating.

Codes to be Adopted			
Code	Department	Current Year	Year to Adopt
International Fire Code (IFC)	Fire	2012	2021
International Building Code (IBC)	Inspections: Building	2012	2021
International Residential Code (IRC)	Inspections: Building	2012	2021
International Existing Building Code (IEBC)	Inspections: Building	2012	2021
International Mechanical Code (IMC)	Inspections: Mechanical	2012	2021
National Electric Code (NEC)	Inspections: Electrical	2014	2020
International Plumbing Code (IPC)	Inspections: Plumbing	2012	2021
International Fuel Gas Code (IFGC)	Inspections: Mechanical/Plumbing	-	2021
International Property Maintenance Code (IPMC)	Municipal Enforcement	2015	2021

Ordinance Review Process

Fall 2021 & Spring 2022: Internal teams reviewed published Significant Changes from each code series and complied the changes into a document. Build Mobile worked directly with City Legal to draft the updated ordinances.

May 12, 2022: City staff held a meeting with the designees from the following trade organizations, per the ordinance, in addition to a representative from the Fire and Plumbing industry. The meeting involved an overview of the Significant Changes by the applicable department(s), with discussion. Questions and issues brought up by the Review Committee were answered by City Departments and/or brought back to the City staff for more discussion, and in turn, communicated back to the Review Committee.

Review Committee: Organization or Trade representatives		City Staff (participating)	
Mark M. Aldred	Mobile Chapter of AIA	Shayla Beaco	Ex. Director Build Mobile
Roger Smith, PE	Mobile Chapter ASPE	Marion McElroy	Sen. Director Build Mobile
Rick Lambert	Mobile Building Trades Council	Todd McClung	Dep Dir Inspection Services
Johnny Murphy	Association of General Contractors	Wendy Mead	Chief Electrical Inspector
Vince Lacoste	Home Builders Association of Mobile	Bob Scroggins	Chief Mechanical Inspector
Rick True	Air Conditioning Contractors Assoc.	Joe Alexander	Chief Plumbing Inspector
Stewart Brooks	Mobile Chapter of NECA	Brenda Moses, Sam Allen	Fire Bureau
Ken Trawick	Master Plumber	David Daughenbaugh	Property Maintenance
Dylon McKeough	Fire Consultant	Cherlina Monteiro	City Legal

August & September 2022: City staff held in-person meetings with each City Council member where the intent and process was explained and discussed. Several Council members identified industry professionals that they wished to be included in the adoption discussion. City staff reached out to each named professional and received verbal support of the adoption from each of them.

Points of Interest

- The City of Mobile proposes adoption of the Fortified Roof Coastal Supplement.
- In accordance with the recommendations of the NFPA and the NEC, the City of Mobile is proposing to include the new mechanical GFCI requirements but will delay enforcement until a future date set forth in the ordinance. This delay will allow the electrical trade industry and manufacturers time to align with the new requirements.
- The Fuel Gas Code drawings will be required for all commercial projects, new residential and complete system replacements. Options include a certified State of Alabama Master Gas Fitter or registered design professional.

AN ORDINANCE TO ADOPT A HOUSING CODE FOR THE CITY OF MOBILE

Sponsored by: Mayor Stimpson

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

Chapter 28 - HOUSING

ARTICLE ONE: HOUSING CODE

SECTION 28-1 ADOPTED -To be amended as follows:

SECTION 28-1 ADOPTED - Delete in its entirety.

SECTION 28-1 That, pursuant to Alabama Code Section 11-45-8 (1975), the Housing Code and Appendices, along with the amendments to the same contained in this ordinance, which has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama, on _____, 2022, is hereby adopted as "The Housing Code of the City of Mobile." The ordinance will become effective sixty (60) days after adoption by the City Council.

ARTICLE TWO: IN GENERAL

SECTION 28-10—28-19. RESERVED.

ARTICLE THREE: DISCRIMINATION IN HOUSING

SECTION 28-20 PENALTY.

The violation of this article shall be punishable as prescribed in chapter 1, article II, City Code (1991). Each day that any violation of this article shall continue shall constitute a separate offense.

(Ord. No. 28-104, § 4, 9-23-80)

SECTION 28-21 DEFINITIONS.

Words used in this article shall have their customary meanings as determined by the standard dictionary definition, except for purposes of this article the following specific words and phrases shall have the following meanings:

Age means a person forty (40) years of age or older.

Familial status shall have the meaning and definition found in the Alabama Fair Housing Law, section 24-8-3 of the Code of Alabama.

Gender identity or expression means having or being perceived as having gender-related identity, appearance, expression, or behavior, whether or not that identity, appearance, expression, or behavior is different from that traditionally associated with the person's actual or perceived sex.

Handicap shall have the meaning and definition found in the Alabama Fair Housing Law, section 24-8-3 of the Code of Alabama.

Real estate broker means any person, firm, partnership, or corporation licensed to sell, rent or lease real estate for residential or commercial purposes as a broker, qualifying broker or associate broker under title 34, chapter 27 of the Code of Alabama.

Real estate salesperson means any person, firm, partnership, or corporation licensed to sell, rent or lease real estate for residential or commercial purposes as a real estate salesperson under title 34, chapter 27 of the Code of Alabama.

Sexual orientation means a person's actual or perceived homosexuality, bisexuality, or heterosexuality, by orientation or practice, by and between consenting adults.

(Ord. No. 28-104, § 3, 9-23-80; Ord. No. 28-090-2015 , § 1, 12-1-15)

SECTION 28-22. UNFAIR HOUSING PRACTICES.

It shall be an unfair housing practice and an offense for any real estate broker or real estate salesperson:

(1) To make any distinction, discrimination or restriction against any person in price, terms, conditions or privileges of any kind relating to the sale, rental, lease or occupancy of any real estate used for residential or commercial purposes in the city, or in furnishing of any facilities or services in connection therewith predicated solely upon race, sex, color, religion, national origin, ancestry, familial status, handicap, age, military status, ethnicity, marital status, gender identity or expression, or sexual orientation of the prospective or actual buyer or tenant thereof.

(2) To publish, circulate, issue or display or cause to be published, circulated, issued or displayed, any communication, notice, advertisement, sign or writing of any kind relating to the sale, rental or leasing of any residential or commercial real property within the city which would indicate or express any limitation or discrimination in the sale, rental or leasing of such residential or commercial real estate predicated solely upon the race, sex, color, religion, national origin, ancestry, familial status, handicap, age, military status, ethnicity, marital status, gender identity or expression, or sexual orientation of any such prospective buyer, lessee or renter of such property.

(3) To refuse to sell, lease or rent real estate for residential or commercial purposes within the city solely because of the race sex, color, religion, national origin, ancestry, familial status, handicap, age, military status, ethnicity, marital status, gender identity or expression, or sexual orientation of the proposed buyer or renter.

(4) To discriminate or to participate in discrimination in connection with borrowing or lending money, guaranteeing loans, accepting mortgages or otherwise obtaining or making available funds for the purchase, acquisition, construction, rehabilitation, repair or maintenance of any residential or commercial housing unit or housing

accommodation of the city solely because of the race, sex, religion, color, national origin, ancestry, familial status, handicap, age, military status, ethnicity, marital status, gender identity or expression, or sexual orientation of such person.

(5) To cheat, exploit or overcharge any person for residential or commercial housing accommodation purposes in the city solely because of the race, sex, color, religion, national origin, ancestry, familial status, handicap, age, military status, ethnicity, marital status, gender identity or expression, or sexual orientation of such person.

(6) To solicit for sale, lease or listing for sale or lease any residential or commercial real estate within the city solely on the ground of loss of value due to the present or prospective entry into any neighborhood of any person or persons of any particular race, sex, color, religion, national origin, ancestry, familial status, handicap, age, military status, ethnicity, marital status, gender identity or expression, or sexual orientation.

(7) To distribute or cause to be distributed written material or statements designed to induce any owner of residential or commercial real estate in the city to sell or lease his property solely because of any present or prospective change in the race, sex, color, religion, national origin, ancestry, familial status, handicap, age, military status, ethnicity, marital status, gender identity or expression, or sexual orientation of persons in the neighborhood.

(8) To deliberately and knowingly refuse examination of any leasing of residential or commercial real estate within the city to any person solely because of race, sex, color, religion, national origin, ancestry, familial status, handicap, age, military status, ethnicity, marital status, gender identity or expression, or sexual orientation.

(Ord. No. 28-104, § 1, 9-23-80; Ord. No. 28-090-2015 , § 2, 12-1-15)

SECTION 28-23. COMPLIANCE BY OUT OF TOWN BROKERS.

Any real estate broker not licensed by the city who shall exercise any function of a real estate broker within the city shall be deemed a broker hereunder and subject to all applicable provisions hereof.

(Ord. No. 28-104, § 2, 9-23-80)

Adopted:

_____

City Clerk

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Agenda of:11/8/2022

Submitted by:

Shayla Beaco

Sponsored by:

Mayor Stimpson

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Legal	Kern, Chris	Approved	10/27/2022 - 1:15 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:41 PM

THE CITY OF MOBILE, ALABAMA

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AN ORDINANCE TO ADOPT AN EXISTING BUILDING CODE FOR THE CITY OF MOBILE, ALABAMA

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: Code and Appendices. That, pursuant to Alabama Code Section 11-45-8 (1975), the 2021 Edition of the International Existing Building Code, along with the amendments to the same contained in this Ordinance, has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama on _____, 2022 is hereby adopted as the "Existing Building Code of the City of Mobile." The ordinance will become effective sixty (60) days after adoption by the City Council.

ARTICLE TWO: Published Ordinance. A copy of this Ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said 2021 International Existing Code to be published in a newspaper, nor shall the same be spread at length upon the minutes of this Council, but this Ordinance shall be recorded in said minutes.

ARTICLE THREE: Effective Date. The said *2021 International Existing Building Code* shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

ARTICLE FOUR: Contractors Criteria and Qualifications. Criteria and qualifications for all contractors shall be set forth herein**.** For the purpose of this ordinance the term contractor will hereinafter refer to (Building) Contractor as defined and added by **ARTICLE NINE** in **SECTION 202 GENERAL DEFINITIONS.**

Building Contractor's Responsibility. In addition to the requirements as set forth herein, all individuals, agents or businesses that perform work that exceeds $50,000 are required to be a general contractor or subcontractor in accordance with all the statutory requirements of the State of Alabama and City of Mobile.

Electrical Contractor's Responsibility. In addition to the requirements as set forth herein, all individuals, agents or businesses who install, alter or modify all or part of an electrical system shall furnish proof that they are a licensed and Bonded Electrical Contractor in accordance with the City of Mobile Board of Electrical Examiners and the statutory requirements of the State of Alabama Board of Electrical Contractors. Where any electrical work is being undertaken, a Master or Journeyman Electrician shall be present at the job site and in actual control and in charge of the work being performed.

Mechanical Contractor's Responsibility. In addition to the requirements as set forth herein, all individuals, agents or businesses who install all or part of a heating ventilation and air conditioning (HVAC) system shall furnish proof that they are licensed, registered and hold an active certification with the Alabama State Board of Heating and Air Conditioning Contractors in accordance with all the statutory requirements of the State of Alabama and City of Mobile.

Plumbing Contractor's Responsibilities. Before any person, firm, or corporation shall engage in the plumbing business, he/she shall be qualified as set forth herein, and a license shall be obtained from the City, County, or State as required, and a proper bond posted.
Where any plumbing work is being done, a Master Plumber or Journeyman Plumber shall at all times be present on the job and in actual control and in charge of the work being done. All plumbers shall certified by the State of Alabama and Master Plumbers must be duly registered with the State of Alabama. An Alabama certified Master Plumber or Journeyman Plumber must be present at the time of the inspection for any below ground or concealed space areas. For all other inspections, their presence is not required.

Contractor License. It shall be the duty of every contractor who shall make contracts for the installation or repair of building, electrical, mechanical and plumbing systems for which a permit is required and every contractor making such contracts and subletting the same, or any part thereof, to pay a license tax as provided in the general license ordinance, and to register his name in a book provided for that purpose, with the applicable code official, giving full name, residence, and place of business, and, in case of removal from one place to another to have made corresponding change in said register accordingly.

ARTICLE FIVE: Surety Bond. In addition to the requirements as set forth herein, it shall be the duty of every builder, contractor and sub-contractor to provide and have on file a current license and permit bond for $10,000 in accordance with the City of Mobile and State of Alabama Requirements. The bond is subject to the approval of City of Mobile Legal Department and shall be provided by a surety company qualified to do business in the State of Alabama.

Such bond shall insure that the licensee complies with laws, ordinances and building regulations of the applicable governing body. The local governing body shall be indemnified and saved harmless from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person, firm, or corporation engaged in the plumbing business or by any other unfaithful, inadequate work done either by themselves or their agents or employees.

ARTICLE SIX: Criteria for Owners to Obtain Permits. For the purpose of this code, a property owner physically doing the work themselves may be issued a permit upon the Building Official's satisfaction that the owner is competent to perform the work for which the permit is requested, and execution of a Building Affidavit. Owner competence can be initially demonstrated by satisfactory performance on an in-house builder's knowledge test at the Permitting Department. Any individual other than the property owner doing the work on a property is considered a contractor and shall meet

the requirements of a contractor and shall comply with all applicable laws, codes, and ordinances. All inspection criteria, for property owner permit holders, shall be the same as for contractors in SECTION 109 INSPECTIONS.

ARTICLE SEVEN: Vehicular Signs. All trucks and similar vehicles used by contractors shall have signs on the body on both sides of body, including the full name, address and telephone number of the firm to which it belongs. Lettering may be any color in contrast to the color of the body, but letters must be at least 1 ½" high, identifying the firm's name.

ARTICLE EIGHT: 2021 INTERNATIONAL EXISTING BUILDING CODE CHAPTER 1 SCOPE AND ADMINISTRATION Part 1-SCOPE AND APPLICATION Amend to read as follows:

SECTION 101 SCOPE AND GENERAL REQUIREMENTS:
101.1 Title. These regulations shall be known as the *Existing Building Code* of the City of Mobile, Alabama, herein after referred to as, "this code."

101.2 Scope. Amend Exception to read as follows: 101.2 Scope. Exception:

Exception. Historical Structures: Building official at his discretion may, after structural report, and as a condition for acceptance of the structural engineer of record's findings, stipulate that the permit holder agree to a peer review of the findings. The peer reviewer, as well as the structural engineer of record, may incorporate any and all reasonable justifications for acceptance of the existing structure without major modification. These justifications may include, but not be limited to, historical performance, in-situ testing, and testimony. Acceptable substantiation of opinions shall include drawings, calculations, test reports, and other relevant documentation.

The peer reviewer shall submit a report to the building official identifying significant deficiencies in the structural system of the building and suggest the possible remedial measures. Where remediation is not a reasonable option, the peer reviewer shall provide an opinion as to the severity of the structural deficiency and its impact on life safety.

The opinions of the peer reviewer shall be considered advisory and shall not in any way be considered binding on the building official or the permit holder. The building official shall retain any and all powers granted by this code and the hiring of a peer reviewer by the permit holder does not constitute abdication of the right to appeal as granted in this code.

The peer reviewer shall be a licensed engineer in the State of Alabama, qualified by education and experience to practice structural engineering.

Selection of the peer reviewer shall be by the permit holder from an approved list provided by the building official. All costs associated with the hiring of the peer reviewer shall be borne by the permit holder and shall be in accordance with procedures set forth by the building official.

101.6 Appendices. – Amend to read as follows:
101.6 Appendices. The Building Official is authorized to require retrofit of buildings, structures or individual structural members in accordance with the appendices of this Code if such appendices have been individually adopted. Provisions in the appendices shall not apply unless specifically adopted.

Add sub-paragraph 101.6.1 Adopted Appendices. To read as follows:
101.6.1 Adopted Appendices. The following appendices shall be adopted:

Appendix A – Guidelines for the Seismic Retrofit of Existing Buildings.
Appendix B – Supplementary Accessibility Requirements for Existing Buildings and Facilities
Appendix C – Guidelines for the Wind Retrofit of Existing Buildings

SECTION 102 APPLICABILITY 102.4 Referenced codes and standards. 102.4.2 Conflicting provisions. Amend as follows:

Add Paragraph 102.4.2.1 Energy Conservation. To read as follows:
102.4.2.1 Energy Conservation. Where referenced, the *International Energy Conservation Code* shall be the energy code adopted and enforced by the State of Alabama.

Add sub-paragraph 102.4.2.2 Mechanical. To read as follows:
102.4.2.2 Mechanical. Where applicable, the provisions of the ***2021*** *International Mechanical Code*, and adopted ordinances, shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

Add sub-paragraph 102.4.2.3 Plumbing. To read as follows:
102.4.2.3 Plumbing. Where applicable, the provisions of the ***2021*** *International Plumbing Code*, and adopted ordinances, shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system.

Add sub-paragraph 102.4.2.4 Property Maintenance. To read as follows:

102.4.2.4 Property Maintenance. Where applicable, the provisions of the ***2021*** *International Property Maintenance Code*, and adopted ordinances, shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

Add sub-paragraph 102.4.2.5 Application of the Fire Code. To read as follows:
102.4.2.5 Application of the Fire Code. The provisions of the *2021 International Fire Code*, and adopted ordinances, shall apply to the design and construction of new and existing structures and premises, and any alterations, additions, changes in use or changes in structures or premises required by this code.

Add sub-paragraph 102.4.2.6 Building. To read as follows:
102.4.2.6 Building. Where applicable, the provisions of the ***2021*** *International Building Code*, and adopted ordinances, shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Add sub-paragraph 102.4.2.7 Electrical. To read as follows:
102.4.2.7 Electrical. Where applicable, the provisions of the ***2020*** *National Electrical Code*, and adopted ordinances, shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto.

Add sub-paragraph 102.4.2.8 Fuel Gas. To read as follows:
102.4.2.8 Fuel Gas Code. Where applicable, the provisions of the ***2021*** *International Fuel Gas Code*, and adopted ordinances, shall apply to the installation, alteration, repair and replacement of fuel gas piping systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a fuel gas system.

Part 2-ADMINISTRATION AND ENFORCEMENT Amend to read as follows:

SECTION 104 DUTIES AND POWERS OF CODE OFFICIAL
Sub-paragraph 104.10.1 Flood hazard areas. Amend to read as follows:

104.10.1 Flood Hazard Areas. For *existing buildings* located in *flood hazard areas* for which *repairs, alterations and additions* constitute *substantial improvement*, the code official shall not grant modifications to provisions related to flood resistance unless in accordance with the adopted "*Storm Water Management and Flood Control* Ordinance" which procedure is administered and enforced by the City of Mobile Engineering Department.

SECTION 105 PERMITS
105.1.1 Annual permit. Delete in its entirety.

105.1.2 Annual permit records. Delete in its entirety.

105.2 Work exempt from permit. Amend to read as follows:

Building:
Delete subparagraph 5 in its entirety.

105.3 Application for permit. Add sub-paragraphs 8 and 9. To read as follows:

8. Applicant must provide proper identification.
9. Applicant must verify ownership of property.

SECTION 106 CONSTRUCTION DOCUMENTS 106.2.1 Construction documents. Amend to read as follows:

Add sub-paragraph 106.2.1.1 Letter of supervision. To read as follows:
106.2.1.1 Letter of Supervision. The registered design professional shall provide the code official a letter stating that he/she is the design professional in charge on each project and is responsible for construction administration.

Add sub-paragraph 106.2.1.2 Certificate of Substantial Completion. To read as follows:
106.2.1.2 Certificate of Substantial Completion. Upon completion of construction for each project and prior to the use of a building or portion thereof, the registered design professional shall submit a letter or certificate of substantial completion.

SECTION 108 FEES:

108.2 Schedule of permit fees. Amend to read as follows:
108.2 Schedule of permit fees. On building, electrical, mechanical, and plumbing systems or *alterations* requiring a permit, a fee for each permit shall be paid as required in accordance with the "Building Codes Permit Fee Schedule Ordinance" adopted by separate ordinance.

108.6 Refunds. Amend to read as follows:
108.6 Refunds – Building permit refunds shall be issued in accordance with the policies spelled out in the "Building Codes Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

SECTION 112 MEANS OF APPEALS Delete in its entirety.

Add SECTION 112 BOARD OF APPEALS

112.1 General. To read as follows:

112.1 General. The Board of Appeals, herein called the Construction Board of Appeals, shall be in accordance with the applicable sections regarding appeals of the International Building Code and the Ordinance Adopting the International Building Code.

SECTION 113 VIOLATIONS 113.4 Violation Penalties. To be amended as follows:

113.4 Violation penalties. Amend to read as follows:

113.4 Violation penalties. Persons who shall violate a provision of the *2021 International Existing Building Code* (IEBC), as amended, or shall fail to comply with any of the requirements thereof or who shall construct, enlarge, alter repair, move, demolish or change the occupancy of a structure in violation of the approved construction documents or directive of the Code Official or of a permit or certificate issued under the provisions of this Code shall be prosecuted, and upon conviction, be punished by a fine not to exceed five hundred dollars ($500.00). In addition, thereto, at the discretion of the court trying the case, any person so convicted may be imprisoned or sentenced to hard labor for the City for a period not exceeding six (6) months. Other penalties in accordance with Chapter 1 of the Mobile City Code may also apply. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Notwithstanding any other provision of law, the maximum penalty for every person convicted of violating any of the following offenses are as follows:

1. A violation of any provision of **ARTICLE FOUR: Contractors Criteria and Qualifications,** of this Ordinance, shall be a $500 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

2. A violation of any provision of **ARTICLE SEVEN: Vehicular Signs,** of this Ordinance, shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

3. Any act to impede, delay, deceive, obstruct, hinder, disturb or interfere in any manner with the Code Official in the execution of the Code Official's duties shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 115 UNSAFE STRUCTURES AND EQUIPMENT 115.3 Notices - Amend to read as follows:

Add sub-paragraph 115.3.1 Unsafe Structures and Equipment. To read as follows:

115.3.1 Procedures. Unsafe Structures and Equipment. All buildings or structures which are unsafe, unsanitary, or not provided with adequate egress or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, are severally in

contempt of this Section, Unsafe Structures and Equipment. All such unsafe buildings are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the following procedures:

1. Whenever the code official shall find any building or structure or portion thereof to be unsafe, as defined in this Section, he/she shall, in accordance with established procedure for legal notice, as required by Alabama Code Section 11-53B-1 enacted on April 17, 2002, and Mobile City Code Section 11-81, Article 5, adopted November 26, 2002, or SECTION 115.3 of this Ordinance, give the mortgagee(s), regulatory boards, the person last assessing the property for state taxes, and the owner, agent, or person in control of such building or structure written notice setting forth the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or improvements or to demolish and remove the building or structure or portion thereof.

2. If necessary, such notice shall also require the building, structure, or portion thereof to be vacated forthwith and not re-occupied until the specified repairs and improvements are completed, inspected and approved by the code official. The code official shall cause to be posted at each entrance to such building a notice stating: THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE CODE OFFICIAL. Such notice shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm or corporation or their agents, or other servants, to remove such notice without written permission of the code official, or for any person to enter the building except for the purpose of making the required repairs or of demolishing same.

3. The mortgagee(s), regulatory boards, last person assessing for state taxation, and if other than those listed, the owner, agent or person in control shall have the right, except in cases of emergency, to appeal from the decision of the code official, as provided thereinafter, and to appear before the Environmental Court at a specified time and place to show cause why he should not comply with said notice.

4. In case the mortgagee(s), regulatory boards, last person assessing for state taxation, and the owner, agent or person in control cannot be found within the stated time limit, or if such owner, agent or person in control shall fail, neglect or refuse to comply with notice to repair, rehabilitate or to demolish and remove said building or structure or portion thereof, the code official, after having ascertained the cost, shall cause such building or structure or portion thereof, to be secured or required to remain vacant in accordance with SECTION 115 and/or demolished in accord with Alabama Code section 11-53B-1 enacted on April 17, 2002, and Mobile City Code Section 11-81, Article 5, adopted November 26, 2002.

5. The decision of the code official shall be final in cases of emergency which, in his/her opinion, involve imminent danger to human life or health. He shall promptly cause such

building, structure or portion thereof to be made safe or cause its removal. For this purpose he may at once enter such structure or land on which it stands, or abutting land or structure, with assistance and at such cost as he may deem necessary. He may order the vacation of adjacent structures and if necessary for this purpose may, close a public or private way.

6. Costs included under Mobile City Code Section 11-81, Article 5, adopted November 26, 2002, shall be charged to the owner of the premises involved and shall be collected in the manner provided by law.

7. The provisions of this code shall not be held to deprive any Federal or State agency, or any applicable governing authority having jurisdiction, of any power or authority.

ARTICLE NINE: 2021 INTERNATIONAL EXISTING BUILDING CODE CHAPTER 2 DEFINITIONS Section 202 General Definitions Amend to read as follows:

THE FOLLOWING DEFINITIONS: Amend to read as follows:

FLOOD HAZARD AREA. The area designated as a flood hazard area in accordance with the "Storm Water Management and Flood Control Ordinance" adopted and administered by the City of Mobile's Engineering Department.

HISTORIC BUILDING. Any building or structure that is listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic places; designated as a historic property under local or state designation; certified as a contributing resource within a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed in the Alabama Register or the National Register of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places.

ADD THE FOLLOWING DEFINITION:

CONTRACTOR. One who, for a price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, enlargement, alteration, maintenance, repair, move, rehabilitation, remediation, reclamation, demolish of a structure or swimming pool.

PEER REVIEW. An alternative assessment for prescriptive code requirements that is performed by a registered or licensed design professional who is independent from the design professional of record.

ARTICLE TEN: 2021 INTERNATIONAL EXISTING BUILDING CODE CHAPTER 3 PROVISIONS FOR ALL COMPLIANCE METHODS SECTION 302 GENERAL PROVISIONS Amend to read as follows:

302.2 Additional codes. Amend to read as follows:

302.2 Additional codes. *Alterations, repairs, additions* and *changes of occupancy* to, relocation of, *existing buildings* and structures shall comply with the provisions for *alterations, repairs, additions* and *changes of occupancy* or relocation, respectively, in this code and the *International Energy Conservation Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Residential Code, National Electrical Code, International Fuel Gas Code and International Building Code*. Where the provisions of other codes conflict with provisions of this code, the provisions of this code shall take precedence.

ARTICLE ELEVEN: 2021 INTERNATIONAL EXISTING BUILDING CODE CHAPTER 13 PERFORMANCE COMPLIANCE METHODS SECTION 1301 GENERAL Amend to read as follows:

1301.2 Applicability. Amend to read as follows:

1301.2 Applicability. Structures existing prior to the effective enforcement date of this code, in which there is work involving *additions, alterations or changes of occupancy* shall be made to conform to the requirements of this chapter or provisions of Chapters 5 through 13. The provisions of Sections 1301.2.1 through 1301.2.6 shall apply to existing occupancies that will continue to be, or are proposed to be, in Groups A, B, E, F, M, R, and S. These provisions shall not apply to buildings with occupancies in Group H or Group I.

ARTICLE TWELVE: SEPARATION CLAUSE

If any section, sub-section, sentence, clause or phrase of this Code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code. The City Council of the City of Mobile hereby declares that it would have passed this Code and each section, subsection, clause or phase thereof, irrespective of the fact that any one or more sections, subsections, sentences or phrases be declared unconstitutional.

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 12:51 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:05 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:42 PM

THE CITY OF MOBILE, ALABAMA

FIRE, BUILDING AND MUNICIPAL ENFORCEMENT
2021 CODE UPDATE

October 27, 2022

Mobile City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

In coordination with the Fire Bureau, Build Mobile Inspection Services and Municipal Enforcement departments, along with support from the abbreviated Codes Review Committee, the City of Mobile is proposing the adoption of the following codes:

2021 International Fire Code
2021 International Building Code
2021 International Residential Code
2021 International Existing Building Code
2021 International Mechanical Code
2020 National Electric Code
2021 International Plumbing Code
2021 International Fuel Gas Code and the
2021 International Property Maintenance Code

For your review and consideration, copies of the new ordinance are attached. Also, please find enclosed a summary document which provides an overview of the codes review process, review committee participation, as well as the process timeline.

If you have any specific questions or concerns, please let me know. As always, thank you for your support.

Sincerely,

Shayla Jones Beaco

Shayla Jones Beaco
Build Mobile

Attachments

City of Mobile
Code Adoption Summary

Purpose and Intent

For the City of Mobile to adopt the most current 2021 Construction/Trade, Fire and Property Maintenance Codes, bringing our regulations in-line with the State of Alabama and more in sync with surrounding communities. Updated code adoption is necessary for the safety and protection of property and is inclusive of new products and new construction techniques that can make construction more cost effective and efficient.

The City of Mobile Fire Department is required to update the codes in in order to keep their ISO 1 Rating.

Codes to be Adopted			
Code	Department	Current Year	Year to Adopt
International Fire Code (IFC)	Fire	2012	2021
International Building Code (IBC)	Inspections: Building	2012	2021
International Residential Code (IRC)	Inspections: Building	2012	2021
International Existing Building Code (IEBC)	Inspections: Building	2012	2021
International Mechanical Code (IMC)	Inspections: Mechanical	2012	2021
National Electric Code (NEC)	Inspections: Electrical	2014	2020
International Plumbing Code (IPC)	Inspections: Plumbing	2012	2021
International Fuel Gas Code (IFGC)	Inspections: Mechanical/Plumbing	-	2021
International Property Maintenance Code (IPMC)	Municipal Enforcement	2015	2021

Ordinance Review Process

Fall 2021 & Spring 2022: Internal teams reviewed published Significant Changes from each code series and complied the changes into a document. Build Mobile worked directly with City Legal to draft the updated ordinances.

May 12, 2022: City staff held a meeting with the designees from the following trade organizations, per the ordinance, in addition to a representative from the Fire and Plumbing industry. The meeting involved an overview of the Significant Changes by the applicable department(s), with discussion. Questions and issues brought up by the Review Committee were answered by City Departments and/or brought back to the City staff for more discussion, and in turn, communicated back to the Review Committee.

Review Committee: Organization or Trade representatives		City Staff (participating)	
Mark M. Aldred	Mobile Chapter of AIA	Shayla Beaco	Ex. Director Build Mobile
Roger Smith, PE	Mobile Chapter ASPE	Marion McElroy	Sen. Director Build Mobile
Rick Lambert	Mobile Building Trades Council	Todd McClung	Dep Dir Inspection Services
Johnny Murphy	Association of General Contractors	Wendy Mead	Chief Electrical Inspector
Vince Lacoste	Home Builders Association of Mobile	Bob Scroggins	Chief Mechanical Inspector
Rick True	Air Conditioning Contractors Assoc.	Joe Alexander	Chief Plumbing Inspector
Stewart Brooks	Mobile Chapter of NECA	Brenda Moses, Sam Allen	Fire Bureau
Ken Trawick	Master Plumber	David Daughenbaugh	Property Maintenance
Dylon McKeough	Fire Consultant	Cherlina Monteiro	City Legal

August & September 2022: City staff held in-person meetings with each City Council member where the intent and process was explained and discussed. Several Council members identified industry professionals that they wished to be included in the adoption discussion. City staff reached out to each named professional and received verbal support of the adoption from each of them.

Points of Interest

- The City of Mobile proposes adoption of the Fortified Roof Coastal Supplement.
- In accordance with the recommendations of the NFPA and the NEC, the City of Mobile is proposing to include the new mechanical GFCI requirements but will delay enforcement until a future date set forth in the ordinance. This delay will allow the electrical trade industry and manufacturers time to align with the new requirements.
- The Fuel Gas Code drawings will be required for all commercial projects, new residential and complete system replacements. Options include a certified State of Alabama Master Gas Fitter or registered design professional.

AN ORDINANCE TO ESTABLISH A SCHEDULE OF PERMIT FEES FOR THE CITY OF MOBILE'S BUILDING CODES

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: TITLE. That, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama on _____, 2022**,** is known as the "Building Codes Permit Fee Schedule Ordinance" and hereby adopted.

ARTICLE TWO: APPLICABILITY. This Ordinance applies to permit fees charged by the City of Mobile for building construction trades in compliance with the Building, Electrical, Gas, Mechanical, Plumbing, and Residential Codes adopted by the City of Mobile listed herein unless otherwise exempted.

Permits may be required by other departments and agencies including but not limited to the following:

City Engineering
Historic Development
Planning & Zoning
City Revenue
Right-Of-Way
Traffic Engineering
Urban Forestry
Mobile Fire Department
Alabama Power Company
Mobile Area Water & Sewer Service
Local Gas Provider
Mobile County Health Department

ARTICLE THREE: PUBLISHED ORDINANCE. A copy of this ordinance shall be published pursuant and according to law, after its adoption, and this ordinance shall be recorded in the said Minutes of this Council.

ARTICLE FOUR: EFFECTIVE DATE. The said Ordinance shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

ARTICLE FIVE: SEPARATION CLAUSE. If any article, section, sentence, clause or phrases of this ordinance is for any reason held to be invalid or unconstitutional by declaration of any court of competent jurisdiction, such declaration shall not affect the validity of the remaining portions of this Ordinance.

ARTICLE SIX: VIOLATION PENALTIES. Any person who violates a provision of this ordinance or fails to comply with any of the requirements thereof shall be subject to penalties in accordance with Chapter 1 of the Mobile City Code.

ARTICLE SEVEN: SCHEDULE OF BUILDING PERMIT FEES. On modifications, alterations, or repairs on any building or structure, a permit fee for each permit shall be paid at the time of filing an application. The applicable permit fees required by the City of Mobile shall be

determined in accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (See Article Two – Applicability).

A. Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Building permits shall not be required for the following:

1. Playhouses and similar uses provided the floor area does not exceed 120 square feet (11.15m2).
2. Oil derricks.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Sidewalks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below and which are not part of an accessible route.
6. Painting, papering, tiling, carpeting and similar finish work that are not part of a construction project where a permit is required.
7. Temporary motion picture, television and theater stage sets and scenery.
8. Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.
9. Swings and other playground equipment accessory to one- and two-family dwellings.
10. Movable cases, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

B. Building Permit Fee. The value of a permit shall be determined by the building valuation data published set forth in Tables 1 (residential construction) and Table 2 (commercial construction). The building construction valuation data shall be evaluated yearly and adjusted as deemed necessary by the City of Mobile. Building permit fees shall be in accordance with the schedule that follows.

On construction or addition projects where work is performed by all building trades, the general contractor, homebuilder, or owner will be required to pay the permit fees for all building trades (Building, Electrical, Gas, Mechanical & Plumbing). However, it shall be the responsibility of the subcontractors to permit all work in accordance with applicable state laws prior to starting work.

On alterations, repairs, addition or construction projects where work is **not** being performed by all building trades, it shall be the responsibility of each general contractors, homebuilders, owners and

subcontractors to pay for permit fees **separately** and in accordance with the respective fee schedule. All work shall be permitted in accordance with applicable state laws prior to starting work.

1. Minimum permit fee $25.00

2. $0 to $1,000 No Fee
(No inspection is required)

3. $0 to $1,000 $25.00
(When inspection required)

4. New construction & additions (Includes building, electrical, plumbing, gas & mechanical permit fees)

$1,001 to $50,000 $5.50 per $1000 valuation
$50,001 and over $4.50 per $1000 valuation

5. Alterations, renovations, repairs, etc. (Building permit fee only & a contract is required, see applicable trade articles for other fees. In the absence of a contract, the latest building construction valuation from the International Code Council will be used).

$1,001 to $50,000 $5.50 per $1000 valuation
$50,001 and over $4.50 per $1000 valuation

6. Plan Review Fees (Include all building trades)
   Residential No Fee 1st Re-submittal $50.00
   2nd Re-submittal $100.00
   3rd Re-submittal $200.00
   4th Re-submittal and above $500.00

   Commercial $100.00
   1st Re- submittal $200.00
   2nd Re-submittal $500.00
   3rd Re-submittal $1,000.00
   4th Re-submittal & above $2,000.00

7. Duplicate Permit Fee.
   Residential $10.00
   Commercial $20.00

8. Request for Information – $20.00
(Minimum fee includes up to 40 pages)
Each additional copy exceeding 40 pages. $0.25 **TABLE 1 – RESIDENTIAL**

BUILDING CONSTRUCTION VALUATION DATA

OCCUPANCY GROUP	SQUARE FOOT CONSTRUCTION COSTS (DOLLARS)
R-3 Residential, 1 & 2 Family	$86.00
U Utility, miscellaneous	$33.00

TABLE 2 – COMMERCIAL

BUILDING CONSTRUCTION VALUATION DATA

OCCUPANCY GROUP	SQUARE FOOT CONSTRUCTION COSTS (DOLLARS)
A-1 Assembly, theater w/stage	Contract or notarized documentation
A-1 Assembly, theater, w/o stage	Contract or notarized documentation
A-2 Assembly, night clubs	Contract or notarized documentation
A-2 Assembly, restaurants, bars, banquet halls	Contract or notarized documentation
A-3 Assembly, churches	Contract or notarized documentation
A-3 Assembly, general, community halls, libraries, museums	Contract or notarized documentation
A-4 Assembly, arenas	Contract or notarized documentation
B-1 Business	Contract or notarized documentation
E Educational	Contract or notarized documentation
F-1 Factory & Industrial, moderate hazard	Contract or notarized documentation
F-2 Factory & industrial, low hazard	Contract or notarized documentation
H-1 High Hazard, explosives	Contract or notarized documentation
H-2, H-3, H-4 High Hazard	Contract or notarized documentation
H-5 HPM	Contract or notarized documentation
I-1 Institutional, supervised environment	Contract or notarized documentation
I-2 Institutional, incapacitated	Contract or notarized documentation
I-3 Institutional, restrained	Contract or notarized documentation
I-4 Institutional, day care facilities	Contract or notarized documentation
M Mercantile	Contract or notarized documentation
R-1 Residential hotels	Contract or notarized documentation
R-2 Residential, multiple family	Contract or notarized documentation
R-3 Residential, 1 & 2 Family	See Table 1
R-4 Residential, care, assisted living facilities	Contract or notarized documentation
S-1 Storage, moderate hazard	Contract or notarized documentation
S-2 Storage, low hazard	Contract or notarized documentation
U Utility, miscellaneous	Contract or notarized documentation

9. Certificate of Final Inspection Fee (For certifying permitted work in building trades for existing construction)

Residential	$50.00
Commercial	$100.00

10. Minimum Housing Inspection Fee (building only) $20.00

11. Certificate of Occupancy

New building or change of occupancy (work to be performed & permit issued)	No Fee
Change of Occupancy (No work to be performed & no permit issued)	$100.00

12. Temporary Certificate of Occupancy $100.00

13. Re-inspection Fees

1st Re-inspection requested	$50.00
2nd Re-inspection requested	$75.00
3rd Re-inspection requested & above	$100.00

14. Weekend and after hour inspections (Maximum 4 hours) $200.00

15. Construction Board of Appeals (Each request) $500.00

16. Pre-Moving Fee (all building trades) $50.00

17. Moving Fee (all building trades) $50.00

18. Fence and Wall Fee (Construction of all fences or walls)

No inspections required	$5.00
Inspection required	$25.00

19. Demolition Fee

Building or structure	
Commercial	$100.00
Residential	$50.00
Interior	
Commercial	$50.00
Residential	$25.00

20. Mobile Home or Modular Building Fee (building only) $50.00

21. Swimming Pool Fee

Residential	$100.00
Commercial	$250.00

22. Re-roofing Fee

Residential $125.00 per square	$5.00 per $1000 valuation
Commercial $150.00 per square	$5.00 per $1000 valuation

23. Failure to Obtain Permit
(Other penalties in accordance with Article 1 Of
the Mobile City Code may also apply)

1st Offense	2 times required permit fee
2nd Offense	3 times required permit fee
3rd Offense	4 times required permit fee
4th Offense	5 times required permit fee

24. Permit fee extension — 25% of permit fee paid

25. Other Permit Fees - Where no permit fees are listed the City of Mobile shall determine the required permit fee.

26. 3% of all permit fees shall be designated for training, education and equipment for the department.

27. Permit Issuance Fee - $1.00 fee shall be assessed to all permits issued.

C. Miscellaneous.

1. A separate permit shall be required for each building or tenant unit for shell buildings.

2. Whenever a sub-contractor is dismissed from a job, an administrative fee of $100.00 shall be required to issue a permit to the new sub-contractor. The new sub-contractor shall re-permit the Building portion of the project.

3. On jobs where a general contractor or homebuilder is dismissed, a new set of plans may be required for review and the remaining portion of the work shall be permitted.

4. It shall be the responsibility of the permit holder to provide the City of Mobile with an adjusted valuation of all construction including, but not limited to, cost overrun(s) and change order(s) within forty-five (45) days of completion of said project.

5. On new construction and additions, the general contractor, homebuilder or owner will be required to submit the name, address and phone numbers of all trade sub-contractors.

D. Permit Fee Refund. See Article Twelve.

ARTICLE EIGHT: SCHEDULE OF ELECTRICAL PERMIT FEES. On electrical system alterations, repairs and installations, a permit fee for each permit shall be paid at the time of filing an application. The applicable permit fees required by the City of Mobile shall be determined in accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (See Article Two – Applicability).

A. Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Electrical permits shall not be required for the following:

1. Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
2. Radio and television transmitting stations**:** The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but does apply to equipment and wiring for power supply, the installations of towers and antennas.
3. Temporary testing systems**:** A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

B. Electrical Permit Fee. On all electrical installations requiring an electrical permit, a fee for each permit shall be paid as required at the time of filing the application, in accordance with the schedule that follows.

On construction or addition projects where work is performed by all building trades, the general contractor, homebuilder, or owner will be required to pay the permit fees for all building trades (Building, Electrical, Gas, Mechanical & Plumbing). However, it shall be the responsibility of the subcontractors to permit all work in accordance with applicable state laws prior to starting work.

On alterations, repairs, additions or construction projects where work is **not** being performed by all building trades, it shall be the responsibility of each general contractors, homebuilders, owners and subcontractors to pay for permit fees **separately** and in accordance with the respective fee schedule. All work shall be permitted in accordance with applicable state laws prior to starting work.

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1.	New buildings or additions	Included in the building permit fee
2.	Minimum Permit Fee	$10.00
3.	Main Service and Service Repairs	
	200-ampere switch or less	$15.00
	400 ampere switch	$20.00
	600 ampere switch	$25.00
	800 ampere switch	$30.00
	1200 ampere switch	$35.00
	1600-ampere switch.	$40.00
	2000 ampere switch	$50.00
4.	Sub Panels (additional)	$5.00
5.	Temporary Service	$15.00
6.	Repairs to Outlets or Fixtures	$15.00
7.	Temporary Connection	

of permanent service	$10.00

8. New Outlets:

01 - 03	$5.00
04 - 10	$7.00
11 - 15	$10.00
16 - 24	$15.00
25 - 50	$20.00
51 - 75	$30.00
76 - 100	$40.00
100 - 150	$50.00
200 and above	$50.00 plus $0.30/outlet over 200

9. Fixtures, Fluorescent Light Ballasts, and Smoke Detectors:

01 – 10	$7.00
11 – 20	$9.00
21 – 30	$11.00
31 – 40	$13.00
41 - 50	$15.00
51 – 60	$18.00
61 – 70	$20.00
71 – 80	$22.00
81 – 90	$25.00
91 – 100	$30.00
100 and above	$30.00 plus $0.30/outlet over 100

10. Ceiling fans $1.00

11. Motor Inspection Fees:

Fractional to 1 HP	$5.00
1 1/2 to 3 HP	$6.00
4 to 10 HP	$8.75
11 to 20 HP	$11.50
21 to 30 HP	$13.75
31 to 50 HP	$15.50
51 to 100 HP	$17.50
100 HP and above	$17.50 plus $0.20/hp over 100

12. Each Generator – Use motor schedule above and add $2.00.

Other current consuming devices to be charged for as motors.
(Multiply amperes by voltage and reduce to horsepower by dividing 746 watts).

Generators (including $2.00 Fee)
5kw 10.75

10kw	13.50
15kw	15.75
20kw	17.50
45kw	19.50

13. Electric Signs:

Sign connection fee	$15.00
Sign shop fee	$10.00

(Transformer or ballast incandescent lamps to be charged according to motor schedule.)

14. Heating:

0.0 kw to 7.9 kw	$5.00
8.0 kw to 14.9 kw	$8.00
15.0 kw to 22.9 kw	$10.00
23.0 kw to 37.9 kw	$15.00
38.0 kw to 74.9 kw	$20.00

15. Air Conditioners:

Window air conditioners and central units to 4 tons	$12.00
Over 4 tons	$1.00 per ton

16. Re-locate Air Conditioner Fee — Same as above

17. Repairs — $15.00

18. Appliances:

Welding Machine Receptacle	$10.00
Range	$6.00
Dryer	$5.00
Water Heater	$5.00

19. Special Systems:

Non-Residential and Commercial	$25.00
Residential	$15.00

20. Six Month Investigation Fee — $20.00

21. Pool Fee:

1 HP Motor, 1-4 outlets, Pool Bond	$25.00

22. Transformers (1 kw or over**)** — $15.00

23. Direct burial cable, conduit and

Miscellaneous trench inspections	$15.00
24. Plan Review Fees	See Article Seven
25. Duplicate Permit Fee	See Article Seven
26. Request For Information	See Article Seven
27. Certificate of Final Inspection Fee - Residential	See Article Seven
28. Certificate of Final Inspection Fee - Commercial	See Article Seven

29. Minimum Housing Inspection Fee $20.00

30. Re-inspection Fees See Article Seven

31. Weekend and emergency inspections See Article Seven

32. Construction Board of Appeals (each request) See Article Seven

33. Pre-Moving Fee (all building trades) See Article Seven

34. Moving Fee See Article Seven

35. Mobile Home or Modular Building Fee (electrical only & does not include premise wiring.) $50.00

36. Failure to Obtain Permit See Article Seven
(Other penalties in accordance with Section 1
of the Mobile City Code may also apply)

37. Construction trailers $50.00

38. Competency Card Renewal Fees:

Maintenance Electrician	$50.00
Journeyman Electrician	$50.00
Duplicate Card Fee	$10.00
Master Electrician (With Business License)	$30.00
State Issuance Fee	$25.00
Inactive Master (Per Year)	$10.00
Renewal Certification Card Penalty	Double Fee
Inactive Master Conversion Fee	$250.00
Apprentice/Trainee Card	$10.00

40. Electrical Exam Fees:

Master Electrical Exam Fee	$135.00
Journeyman Electrical Exam Fee	$85.00
Maintenance Electrical Exam Fee	$85.00

41 Permit Fee Extension – See Article Seven.

42. Other Permit Fees - Where no permit fees are listed, the City of Mobile shall determine the required permit fee.

43. 3% of all permit fees shall be designated for training, education and equipment for the department.

44. Permit Issuance Fee - $1.00 fee shall be assessed to all permits issued.

C. Miscellaneous.

1. A separate permit shall be required for each building or tenant unit for shell buildings.

2. Whenever a sub-contractor is dismissed from a job, an administrative fee of $100.00 shall be required to issue a permit to the new sub-contractor. The new sub-contractor shall re-permit the Electrical portion of the project.

3. On jobs where a general contractor or homebuilder is dismissed, a new set of plans may be required for review and the remaining portion of the work shall be permitted.

4. It shall be the responsibility of the permit holder to provide the City of Mobile with an adjusted valuation of all construction including, but not limited to, cost overrun(s) and change order(s) within forty-five (45) days of completion of said project.

5. On new construction and additions, the general contractor, homebuilder or owner will be required to submit the name, address and phone numbers of all trade sub-contractors.

D. Permit Fee Refund. See Article Eleven.

ARTICLE NINE: SCHEDULE OF MECHANICAL PERMIT FEES. On mechanical system alterations, repairs and installations, a permit fee for each permit shall be paid at the time of filing an application. The applicable permit fees required by the City of Mobile shall be determined in accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (See Article Two – Applicability)

A. Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Mechanical permits shall not be required for the following:

1. Gas:
   a. Portable heating appliance.
   b. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
   c. Any appliance, equipment, fuel system, fuel storage, methods or materials that have been deleted from the International Mechanical Code by means of Local Ordinance.

2. Mechanical:

a. Portable heating appliance.

b. Portable ventilation equipment.

c. Portable cooling unit.

d. Steam, hot water or chilled water piping within any heating or cooling equipment regulated by this code.

e. Replacement of any part which does not alter its approval or make it unsafe.

f. Portable evaporative cooler.

g. Self-contained refrigeration system containing 10 pound (4.54 kg) or less of refrigerant and actuated by motors of one horsepower (746 W) or less.

h. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

i. Boilers and pressure vessels.

B. Mechanical Fee Schedule:

On all mechanical installations requiring a mechanical permit, a fee for each permit shall be paid as required at the time of filing the application, in accordance with the schedule that follows.

On construction or addition projects where work is performed by all building trades, the general contractor, homebuilder, or owner will be required to pay the permit fees for all building trades (Building, Electrical, Gas, Mechanical & Plumbing). However, it shall be the responsibility of the subcontractors to permit all work in accordance with applicable state laws prior to starting work.

On alterations, repairs, addition or construction projects where work is **not** being performed by all building trades, it shall be the responsibility of each general contractors, homebuilders, owners and subcontractors to pay for permit fees **separately** and in accordance with the respective fee schedule. All work shall be permitted in accordance with applicable state laws prior to starting work.

1. New buildings or additions	Included in the building permit fee
2. Minimum Permit Fee	$30.00
3. Installation of air-conditioning and/or heating systems in single-family residences:	$60.00
4. Addition of air-conditioning and/or heating systems in single-family residences:	$60.00
5. Installation of air-conditioning and/or heating systems in apartments, per apartment:	$30.00
6. Installation of air-conditioning and/or heating systems in duplexes:	$60.00

7. Installation of air-conditioning and/or heating
systems in commercial buildings up to 5 tons, per tenant space: $40.00
Over 5 tons, per tenant space $5.00 per ton

8. Replacements of any one heater, air handler, condensing unit and/or cooling tower only in commercial buildings, shall require a fee of one-half (1/2) of systems (see "5") with a minimum fee of $40.00.

9. . Replacement of heating and/or air conditioning
Equipment in single-family residence: $30.00

10. Replacement of heating and/or air conditioning
Equipment in multi-family dwellings $30.00 per apartment

11. Commercial exhaust hoods (canopy) $30.00

12. Relocation of equipment $30.00
(i.e., condenser from roof to ground, etc.)

13. In multi-family or commercial buildings where self-contained units of less than two (2) tons are to be installed, the fee charged shall be based on the total tonnage of all units combined (see "5" installation of air conditioning and/or heating system in apartments).

14. Adding or changing ductwork:

Residential: $30.00
Commercial
First System $50.00
Additional systems (each) $25.00

15. Plan Review Fees (Include all building trades) See Article Seven

16. Duplicate Permit Fee. $10.00

17. Request For Information See Article Seven

18. Certificate of Final Inspection Fee - See Article Seven

19. Certificate of Final Inspection Fee See Article Seven

20. Minimum Housing Inspection Fee $20.00

21. Mobile Home or Modular Building Fee (mechanical only) $50.00

22. Re-inspection Fees See Article Seven

23. Weekend and emergency inspections See Article Seven

24. Construction Board of Appeals See Article Seven

25. Failure to Obtain Permit See Article Seven
(Other penalties in accordance with Section 1of the Mobile City Code may also apply)

26. Permit Fee Extension See Article Seven.

27. Other Permit Fees - Where no permit fees are listed, the City of Mobile shall determine the required permit fee.
28. 3% of all permit fees shall be designated for training, education and equipment for the department.

29. Permit Issuance Fee - $1.00 fee shall be assessed to all permits issued.

30. REFRIGERATION- Min. $10.00 + $10.00 1st $1000.00 of value + $4.00 each additional $1000.00 of value

C. Miscellaneous.

1. A separate permit shall be required for each building or tenant unit for shell buildings. All roof drain and conductor pipes must be marked on permit.

2. Whenever a sub-contractor is dismissed from a job, an administrative fee of $100.00 shall be required to issue a permit to the new sub-contractor. The new sub-contractor shall re-permit the Mechanical portion of the project.

3. On jobs where a general contractor or homebuilder is dismissed, a new set of plans may be required for review and the remaining portion of the work shall be permitted.

4. It shall be the responsibility of the permit holder to provide the City of Mobile with an adjusted valuation of all construction including, but not limited to, cost overrun(s) and change order(s) within forty-five (45) days of completion of said project.

5. On new construction and additions, the general contractor, homebuilder or owner will be required to submit the name, address and phone numbers of all trade sub-contractors.

D. Permit Fee Refund. See Article Twelve.

ARTICLE TEN: SCHEDULE OF PLUMBING PERMIT FEES. On plumbing system alterations, repairs and installations, a permit fee for each permit shall be paid at the time of filing an application. The applicable permit fees required by the City of Mobile shall be determined in

accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (See Article Two – Applicability).

A. Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Plumbing permits shall not be required for the following:

1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspections made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

B. Plumbing Fee Schedule:

On all plumbing installations requiring a plumbing permit, a fee for each plumbing permit shall be paid as required at the time of filing the application, in accordance with the schedule that follows.

On construction or addition projects where work is performed by all building trades, the general contractor, homebuilder, or owner will be required to pay the permit fees for all building trades (Building, Electrical, Gas, Mechanical & Plumbing). However, it shall be the responsibility of the subcontractors to permit all work in accordance with applicable state laws prior to starting work.

On alterations, repairs, addition or construction projects where work is **not** being performed by all building trades, it shall be the responsibility of each general contractors, homebuilders, owners and subcontractors to pay for permit fees **separately** and in accordance with the respective fee schedule. All work shall be permitted in accordance with applicable state laws prior to starting work.
for permit fees and permit all work in accordance with applicable state laws prior to starting work.

1.	New buildings or additions	Included in the building permit fee
2.	Minimum permit	$10.00
3.	Each fixture unit	$5.00
4.	Additional fixtures $	$5.00
5.	Sewer (new, extension, or replacement)	$5.00
6.	Water service	$5.00

7. Installation, alteration, or repair of water piping and/or water Treating equipment, except in public right-of-way $5.00

8. Each inspection will be $5.00

9. Each additional inspection (after permit issuance) $7.00

10. Filled septic tank inspection $5.00

11. Swimming pool, irrigation meter, fill inspection $20.00

12. Mobile Home or Modular Building Fee (Plumbing only) $50.00
(Does not include plumbing site work)

13. Plan Review See Article Seven

14. Duplicate Permit Fee See Article Seven

15. Request For Information See Article Seven

16. Certificate of Final Inspection Fee - Residential See Article Seven

17. Certificate of Final Inspection Fee – Commercial See Article Seven

18. Minimum Housing Inspection Fee $20.00

19. Re-inspection Fees See Article Seven

20. Weekend and emergency inspections See Article Seven

21. Construction Board of Appeals (Each request) See Article Seven

22. Pre-Moving Fee (All building trades) See Article Seven

23. Failure to Obtain Permit See Article Seven

24 Permit Fee Extension See Article Seven.

25. Other Permit Fees - Where no permit fees are listed, the City of Mobile shall determine the required permit fee.

26. A separate permit shall be required for each building or tenant unit for shell buildings. All roof drain and conductor pipes must be marked on permit. All additional fixtures and inspections must be paid before release to Water Board or Letter of inspection is issued.

27. 3% of all permit fees shall be designated for training, education and equipment for the department.

28. Permit Issuance Fee - $1.00 fee shall be assessed to all permits issued.

C. Miscellaneous.

1. A separate permit shall be required for each building or tenant unit for shell buildings. All roof drain and conductor pipes must be marked on permit. All additional fixtures and inspections must be paid before release to Water Board or Letter of inspection is issued.

2. Whenever a sub-contractor is dismissed from a job, an administrative fee of $100.00 shall be required to issue a permit to the new sub-contractor. The new sub-contractor shall re-permit the plumbing portion of the project.

3. On jobs where a general contractor or homebuilder is dismissed, a new set of plans may be required for review and the remaining portion of the work shall be permitted.

4. It shall be the responsibility of the permit holder to provide the City of Mobile with an adjusted valuation of all construction including, but not limited to, cost overrun(s) and change order(s) within forty-five (45) days of completion of said project.

5. On new construction and additions, the general contractor, homebuilder or owner will be required to submit the name, address and phone numbers of all trade sub-contractors.

D. Permit Fee Refund. See Article Twelve.

ARTICLE ELEVEN: SCHEDULE OF GAS PERMIT FEES. On gas system alterations, repairs and installations, a permit fee for each permit shall be paid at the time of filing an application. The applicable permit fees required by the City of Mobile shall be determined in accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (See Article Two – Applicability).

A. Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Gas permits shall not be required for the following:

1. Portable heating appliances

2. Replacement of any minor component of equipment that does not alter approval of such equipment or make such equipment unsafe.

3. Any appliance, equipment, fuel system, fuel storage, methods or materials that have been deleted from the International Fuel Gas Code by means of Local Ordinance.

B. Gas Fee Schedule:

On all gas installations requiring a gas permit, a fee for each gas permit shall be paid as required at the time of filing the application, in accordance with the schedule that follows.

On construction or addition projects where work is performed by all building trades, the general contractor, homebuilder, or owner will be required to pay the permit fees for all building trades (Building, Electrical, Gas, Mechanical & Plumbing). However, it shall be the responsibility of the subcontractors to permit all work in accordance with applicable state laws prior to starting work.

On alterations, repairs, addition or construction projects where work is **not** being performed by all building trades, it shall be the responsibility of each general contractors, homebuilders, owners and subcontractors to pay for permit fees **separately** and in accordance with the respective fee schedule. All work shall be permitted in accordance with applicable state laws prior to starting work.

1. New buildings or additions		Included in the building permit fee	
2. Permit (based on valuation of work)	$1 to $1000	minimum	$30.00
3. $1000 and over	$8 per each additional $1000 or fraction thereof		
4. Each inspection will be			$5.00
5. Each additional inspection (after permit issuance)			$7.00
(Minimum Permit is $30.00)			
6. Mobile Home or Modular Building Fee (gas only & does not include premise or structure gas piping.)			$50.00
7. Plan Review			See Article Seven
8. Duplicate Permit Fee			See Article Seven
9. Request For Information –			See Article Seven
10. Certificate of Final Inspection Fee - Residential			See Article Seven
11. Certificate of Final Inspection Fee – Commercial			See Article Seven
12. Re-inspection Fees			See Article Seven
13. Weekend and after hour inspections			See Article Seven
14. Construction Board of Appeals (each request)			See Article Seven
15. Failure to Obtain Permit			See Article Seven

(Other penalties in accordance with Article 1of the Mobile City Code may also apply)

16. Permit Fee Extension See Article Seven.

17. Other Permit Fees - Where no permit fees are listed, the City of Mobile shall determine the required permit fee.

18. A separate permit shall be required for each building or tenant unit for shell buildings. All roof drain and conductor pipes must be marked on permit. All additional fixtures and inspections must be paid before release to Water Board or Letter of inspection is issued.
19. 3% of all permit fees shall be designated for training, education and equipment for the department.

20. Permit Issuance Fee - $1.00 fee shall be assessed to all permits issued.

C. Miscellaneous.

1. A separate permit shall be required for each building or tenant unit for shell buildings. All additional fixtures and inspections must be paid before release to Water Board or Letter of inspection is issued.

2. Whenever a sub-contractor is dismissed from a job, an administrative fee of $100.00 shall be required to issue a permit to the new sub-contractor. The new sub-contractor shall re-permit the gas portion of the project.

3. On jobs where a general contractor or homebuilder is dismissed, a new set of plans may be required for review and the remaining portion of the work shall be permitted.

4. It shall be the responsibility of the permit holder to provide the City of Mobile with an adjusted valuation of all construction including, but not limited to, cost overrun(s) and change order(s) within forty-five (45) days of completion of said project.

5. On new construction and additions, the general contractor, homebuilder or owner will be required to submit the name, address and phone numbers of all trade sub-contractors.

D. Permit Fee Refund. See Article Twelve.

ARTICLE TWELVE: PERMIT FEE REFUND. The Building Official shall authorize the refunding of fees as follows:

A. The full amount of any permit fee paid hereunder that was erroneously paid or collected.

B. Not more than eighty percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this code.

C. Not more than eighty percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

D. The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee no later than 180 days after the date of fee payment.

Adopted:

_____

City Clerk

AN ORDINANCE TO ESTABLISH A SCHEDULE OF PERMIT FEES FOR THE CITY OF MOBILE'S BUILDING CODES

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: TITLE. That, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama on _____, 2022**,** is known as the "Building Codes Permit Fee Schedule Ordinance" and hereby adopted.

ARTICLE TWO: APPLICABILITY. This Ordinance applies to permit fees charged by the City of Mobile for building construction trades in compliance with the Building, Electrical, Gas, Mechanical, Plumbing, and Residential Codes adopted by the City of Mobile listed herein unless otherwise exempted.

Permits may be required by other departments and agencies including but not limited to the following:

City Engineering
Historic Development
Planning & Zoning
City Revenue
Right-Of-Way
Traffic Engineering
Urban Forestry
Mobile Fire Department
Alabama Power Company
Mobile Area Water & Sewer Service
Local Gas Provider
Mobile County Health Department

ARTICLE THREE: PUBLISHED ORDINANCE. A copy of this ordinance shall be published pursuant and according to law, after its adoption, and this ordinance shall be recorded in the said Minutes of this Council.

ARTICLE FOUR: EFFECTIVE DATE. The said Ordinance shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

ARTICLE FIVE: SEPARATION CLAUSE. If any article, section, sentence, clause or phrases of this ordinance is for any reason held to be invalid or unconstitutional by declaration of any court of competent jurisdiction, such declaration shall not affect the validity of the remaining portions of this Ordinance.

ARTICLE SIX: VIOLATION PENALTIES. Any person who violates a provision of this ordinance or fails to comply with any of the requirements thereof shall be subject to penalties in accordance with Chapter 1 of the Mobile City Code.

ARTICLE SEVEN: SCHEDULE OF BUILDING PERMIT FEES. On modifications, alterations, or repairs on any building or structure, a permit fee for each permit shall be paid at the time of filing an application. The applicable permit fees required by the City of Mobile shall be

determined in accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (See Article Two – Applicability).

A. Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Building permits shall not be required for the following:

1. Playhouses and similar uses provided the floor area does not exceed 120 square feet (11.15m2).
2. Oil derricks.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Sidewalks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below and which are not part of an accessible route.
6. Painting, papering, tiling, carpeting and similar finish work that are not part of a construction project where a permit is required.
7. Temporary motion picture, television and theater stage sets and scenery.
8. Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.
9. Swings and other playground equipment accessory to one- and two-family dwellings.
10. Movable cases, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

B. Building Permit Fee. The value of a permit shall be determined by the building valuation data published set forth in Tables 1 (residential construction) and Table 2 (commercial construction). The building construction valuation data shall be evaluated yearly and adjusted as deemed necessary by the City of Mobile. Building permit fees shall be in accordance with the schedule that follows.

On construction or addition projects where work is performed by all building trades, the general contractor, homebuilder, or owner will be required to pay the permit fees for all building trades (Building, Electrical, Gas, Mechanical & Plumbing). However, it shall be the responsibility of the subcontractors to permit all work in accordance with applicable state laws prior to starting work.

On alterations, repairs, addition or construction projects where work is **not** being performed by all building trades, it shall be the responsibility of each general contractors, homebuilders, owners and

subcontractors to pay for permit fees **separately** and in accordance with the respective fee schedule. All work shall be permitted in accordance with applicable state laws prior to starting work.

1. Minimum permit fee $25.00

2. $0 to $1,000 No Fee
(No inspection is required)

3. $0 to $1,000 $25.00
(When inspection required)

4. New construction & additions (Includes building, electrical, plumbing, gas & mechanical permit fees)

$1,001 to $50,000 $5.50 per $1000 valuation
$50,001 and over $4.50 per $1000 valuation

5. Alterations, renovations, repairs, etc. (Building permit fee only & a contract is required, see applicable trade articles for other fees. In the absence of a contract, the latest building construction valuation from the International Code Council will be used).

$1,001 to $50,000 $5.50 per $1000 valuation
$50,001 and over $4.50 per $1000 valuation

6. Plan Review Fees (Include all building trades)
Residential No Fee 1st Re-submittal $50.00
2nd Re-submittal $100.00
3rd Re-submittal $200.00
4th Re-submittal and above $500.00

Commercial $100.00
1st Re- submittal $200.00
2nd Re-submittal $500.00
3rd Re-submittal $1,000.00
4th Re-submittal & above $2,000.00

7. Duplicate Permit Fee.
Residential $10.00
Commercial $20.00

8. Request for Information – $20.00
(Minimum fee includes up to 40 pages)
Each additional copy exceeding 40 pages. $0.25 **TABLE 1 – RESIDENTIAL**

BUILDING CONSTRUCTION VALUATION DATA

OCCUPANCY GROUP	SQUARE FOOT CONSTRUCTION COSTS (DOLLARS)
R-3 Residential, 1 & 2 Family	$86.00
U Utility, miscellaneous	$33.00

TABLE 2 – COMMERCIAL

BUILDING CONSTRUCTION VALUATION DATA

OCCUPANCY GROUP	SQUARE FOOT CONSTRUCTION COSTS (DOLLARS)
A-1 Assembly, theater w/stage	Contract or notarized documentation
A-1 Assembly, theater, w/o stage	Contract or notarized documentation
A-2 Assembly, night clubs	Contract or notarized documentation
A-2 Assembly, restaurants, bars, banquet halls	Contract or notarized documentation
A-3 Assembly, churches	Contract or notarized documentation
A-3 Assembly, general, community halls, libraries, museums	Contract or notarized documentation
A-4 Assembly, arenas	Contract or notarized documentation
B-1 Business	Contract or notarized documentation
E Educational	Contract or notarized documentation
F-1 Factory & Industrial, moderate hazard	Contract or notarized documentation
F-2 Factory & industrial, low hazard	Contract or notarized documentation
H-1 High Hazard, explosives	Contract or notarized documentation
H-2, H-3, H-4 High Hazard	Contract or notarized documentation
H-5 HPM	Contract or notarized documentation
I-1 Institutional, supervised environment	Contract or notarized documentation
I-2 Institutional, incapacitated	Contract or notarized documentation
I-3 Institutional, restrained	Contract or notarized documentation
I-4 Institutional, day care facilities	Contract or notarized documentation
M Mercantile	Contract or notarized documentation
R-1 Residential hotels	Contract or notarized documentation
R-2 Residential, multiple family	Contract or notarized documentation
R-3 Residential, 1 & 2 Family	See Table 1
R-4 Residential, care, assisted living facilities	Contract or notarized documentation
S-1 Storage, moderate hazard	Contract or notarized documentation
S-2 Storage, low hazard	Contract or notarized documentation
U Utility, miscellaneous	Contract or notarized documentation

9. Certificate of Final Inspection Fee (For certifying permitted work in building trades for existing construction)

Residential	$50.00
Commercial	$100.00

10. Minimum Housing Inspection Fee (building only) $20.00

11. Certificate of Occupancy

New building or change of occupancy (work to be performed & permit issued)	No Fee
Change of Occupancy (No work to be performed & no permit issued)	$100.00

12. Temporary Certificate of Occupancy $100.00

13. Re-inspection Fees

1st Re-inspection requested	$50.00
2nd Re-inspection requested	$75.00
3rd Re-inspection requested & above	$100.00

14. Weekend and after hour inspections (Maximum 4 hours) $200.00

15. Construction Board of Appeals (Each request) $500.00

16. Pre-Moving Fee (all building trades) $50.00

17. Moving Fee (all building trades) $50.00

18. Fence and Wall Fee (Construction of all fences or walls)

No inspections required	$5.00
Inspection required	$25.00

19. Demolition Fee

Building or structure	
Commercial	$100.00
Residential	$50.00
Interior	
Commercial	$50.00
Residential	$25.00

20. Mobile Home or Modular Building Fee (building only) $50.00

21. Swimming Pool Fee

Residential	$100.00
Commercial	$250.00

22. Re-roofing Fee

Residential $125.00 per square	$5.00 per $1000 valuation
Commercial $150.00 per square	$5.00 per $1000 valuation

23. Failure to Obtain Permit
(Other penalties in accordance with Article 1 Of
the Mobile City Code may also apply)

1st Offense	2 times required permit fee
2nd Offense	3 times required permit fee
3rd Offense	4 times required permit fee
4th Offense	5 times required permit fee

24. Permit fee extension — 25% of permit fee paid

25. Other Permit Fees - Where no permit fees are listed the City of Mobile shall determine the required permit fee.

26. 3% of all permit fees shall be designated for training, education and equipment for the department.

27. Permit Issuance Fee - $1.00 fee shall be assessed to all permits issued.

C. Miscellaneous.

1. A separate permit shall be required for each building or tenant unit for shell buildings.

2. Whenever a sub-contractor is dismissed from a job, an administrative fee of $100.00 shall be required to issue a permit to the new sub-contractor. The new sub-contractor shall re-permit the Building portion of the project.

3. On jobs where a general contractor or homebuilder is dismissed, a new set of plans may be required for review and the remaining portion of the work shall be permitted.

4. It shall be the responsibility of the permit holder to provide the City of Mobile with an adjusted valuation of all construction including, but not limited to, cost overrun(s) and change order(s) within forty-five (45) days of completion of said project.

5. On new construction and additions, the general contractor, homebuilder or owner will be required to submit the name, address and phone numbers of all trade sub-contractors.

D. Permit Fee Refund. See Article Twelve.

ARTICLE EIGHT: SCHEDULE OF ELECTRICAL PERMIT FEES. On electrical system alterations, repairs and installations, a permit fee for each permit shall be paid at the time of filing an application. The applicable permit fees required by the City of Mobile shall be determined in accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (See Article Two – Applicability).

A. Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Electrical permits shall not be required for the following:

1. Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
2. Radio and television transmitting stations**:** The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but does apply to equipment and wiring for power supply, the installations of towers and antennas.
3. Temporary testing systems**:** A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

B. Electrical Permit Fee. On all electrical installations requiring an electrical permit, a fee for each permit shall be paid as required at the time of filing the application, in accordance with the schedule that follows.

On construction or addition projects where work is performed by all building trades, the general contractor, homebuilder, or owner will be required to pay the permit fees for all building trades (Building, Electrical, Gas, Mechanical & Plumbing). However, it shall be the responsibility of the subcontractors to permit all work in accordance with applicable state laws prior to starting work.

On alterations, repairs, additions or construction projects where work is **not** being performed by all building trades, it shall be the responsibility of each general contractors, homebuilders, owners and subcontractors to pay for permit fees **separately** and in accordance with the respective fee schedule. All work shall be permitted in accordance with applicable state laws prior to starting work.

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1.	New buildings or additions	Included in the building permit fee
2.	Minimum Permit Fee	$10.00
3.	Main Service and Service Repairs	
	200-ampere switch or less	$15.00
	400 ampere switch	$20.00
	600 ampere switch	$25.00
	800 ampere switch	$30.00
	1200 ampere switch	$35.00
	1600-ampere switch.	$40.00
	2000 ampere switch	$50.00
4.	Sub Panels (additional)	$5.00
5.	Temporary Service	$15.00
6.	Repairs to Outlets or Fixtures	$15.00
7.	Temporary Connection	

of permanent service $10.00

8. New Outlets:

01 - 03	$5.00
04 - 10	$7.00
11 - 15	$10.00
16 - 24	$15.00
25 - 50	$20.00
51 - 75	$30.00
76 - 100	$40.00
100 - 150	$50.00
200 and above	$50.00 plus $0.30/outlet over 200

9. Fixtures, Fluorescent Light Ballasts, and Smoke Detectors:

01 – 10	$7.00
11 – 20	$9.00
21 – 30	$11.00
31 – 40	$13.00
41 - 50	$15.00
51 – 60	$18.00
61 – 70	$20.00
71 – 80	$22.00
81 – 90	$25.00
91 – 100	$30.00
100 and above	$30.00 plus $0.30/outlet over 100

10. Ceiling fans $1.00

11. Motor Inspection Fees:

Fractional to 1 HP	$5.00
1 1/2 to 3 HP	$6.00
4 to 10 HP	$8.75
11 to 20 HP	$11.50
21 to 30 HP	$13.75
31 to 50 HP	$15.50
51 to 100 HP	$17.50
100 HP and above	$17.50 plus $0.20/hp over 100

12. Each Generator – Use motor schedule above and add $2.00.

Other current consuming devices to be charged for as motors.
(Multiply amperes by voltage and reduce to horsepower by dividing 746 watts).

Generators (including $2.00 Fee)
5kw 10.75

10kw	13.50
15kw	15.75
20kw	17.50
45kw	19.50

13. Electric Signs:

Sign connection fee	$15.00
Sign shop fee	$10.00

(Transformer or ballast incandescent lamps to be charged according to motor schedule.)

14. Heating:

0.0 kw to 7.9 kw	$5.00
8.0 kw to 14.9 kw	$8.00
15.0 kw to 22.9 kw	$10.00
23.0 kw to 37.9 kw	$15.00
38.0 kw to 74.9 kw	$20.00

15. Air Conditioners:

Window air conditioners and central units to 4 tons	$12.00
Over 4 tons	$1.00 per ton

16. Re-locate Air Conditioner Fee — Same as above

17. Repairs — $15.00

18. Appliances:

Welding Machine Receptacle	$10.00
Range	$6.00
Dryer	$5.00
Water Heater	$5.00

19. Special Systems:

Non-Residential and Commercial	$25.00
Residential	$15.00

20. Six Month Investigation Fee — $20.00

21. Pool Fee:

1 HP Motor, 1-4 outlets, Pool Bond	$25.00

22. Transformers (1 kw or over**)** — $15.00

23. Direct burial cable, conduit and

Miscellaneous trench inspections	$15.00
24. Plan Review Fees	See Article Seven
25. Duplicate Permit Fee	See Article Seven
26. Request For Information	See Article Seven
27. Certificate of Final Inspection Fee - Residential	See Article Seven
28. Certificate of Final Inspection Fee - Commercial	See Article Seven

29. Minimum Housing Inspection Fee $20.00

30. Re-inspection Fees See Article Seven

31. Weekend and emergency inspections See Article Seven

32. Construction Board of Appeals (each request) See Article Seven

33. Pre-Moving Fee (all building trades) See Article Seven

34. Moving Fee See Article Seven

35. Mobile Home or Modular Building Fee (electrical only & does not include premise wiring.) $50.00

36. Failure to Obtain Permit See Article Seven
(Other penalties in accordance with Section 1
of the Mobile City Code may also apply)

37. Construction trailers $50.00

38. Competency Card Renewal Fees:

Maintenance Electrician	$50.00
Journeyman Electrician	$50.00
Duplicate Card Fee	$10.00
Master Electrician (With Business License)	$30.00
State Issuance Fee	$25.00
Inactive Master (Per Year)	$10.00
Renewal Certification Card Penalty	Double Fee
Inactive Master Conversion Fee	$250.00
Apprentice/Trainee Card	$10.00

40. Electrical Exam Fees:

Master Electrical Exam Fee	$135.00
Journeyman Electrical Exam Fee	$85.00
Maintenance Electrical Exam Fee	$85.00

41 Permit Fee Extension – See Article Seven.

42. Other Permit Fees - Where no permit fees are listed, the City of Mobile shall determine the required permit fee.

43. 3% of all permit fees shall be designated for training, education and equipment for the department.

44. Permit Issuance Fee - $1.00 fee shall be assessed to all permits issued.

C. Miscellaneous.

1. A separate permit shall be required for each building or tenant unit for shell buildings.

2. Whenever a sub-contractor is dismissed from a job, an administrative fee of $100.00 shall be required to issue a permit to the new sub-contractor. The new sub-contractor shall re-permit the Electrical portion of the project.

3. On jobs where a general contractor or homebuilder is dismissed, a new set of plans may be required for review and the remaining portion of the work shall be permitted.

4. It shall be the responsibility of the permit holder to provide the City of Mobile with an adjusted valuation of all construction including, but not limited to, cost overrun(s) and change order(s) within forty-five (45) days of completion of said project.

5. On new construction and additions, the general contractor, homebuilder or owner will be required to submit the name, address and phone numbers of all trade sub-contractors.

D. Permit Fee Refund. See Article Eleven.

ARTICLE NINE: SCHEDULE OF MECHANICAL PERMIT FEES. On mechanical system alterations, repairs and installations, a permit fee for each permit shall be paid at the time of filing an application. The applicable permit fees required by the City of Mobile shall be determined in accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (See Article Two – Applicability)

A. Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Mechanical permits shall not be required for the following:

1. Gas:
   a. Portable heating appliance.
   b. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
   c. Any appliance, equipment, fuel system, fuel storage, methods or materials that have been deleted from the International Mechanical Code by means of Local Ordinance.

2. Mechanical:

a. Portable heating appliance.

b. Portable ventilation equipment.

c. Portable cooling unit.

d. Steam, hot water or chilled water piping within any heating or cooling equipment regulated by this code.

e. Replacement of any part which does not alter its approval or make it unsafe.

f. Portable evaporative cooler.

g. Self-contained refrigeration system containing 10 pound (4.54 kg) or less of refrigerant and actuated by motors of one horsepower (746 W) or less.

h. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

i. Boilers and pressure vessels.

B. Mechanical Fee Schedule:

On all mechanical installations requiring a mechanical permit, a fee for each permit shall be paid as required at the time of filing the application, in accordance with the schedule that follows.

On construction or addition projects where work is performed by all building trades, the general contractor, homebuilder, or owner will be required to pay the permit fees for all building trades (Building, Electrical, Gas, Mechanical & Plumbing). However, it shall be the responsibility of the subcontractors to permit all work in accordance with applicable state laws prior to starting work.

On alterations, repairs, addition or construction projects where work is **not** being performed by all building trades, it shall be the responsibility of each general contractors, homebuilders, owners and subcontractors to pay for permit fees **separately** and in accordance with the respective fee schedule. All work shall be permitted in accordance with applicable state laws prior to starting work.

1. New buildings or additions	Included in the building permit fee
2. Minimum Permit Fee	$30.00
3. Installation of air-conditioning and/or heating systems in single-family residences:	$60.00
4. Addition of air-conditioning and/or heating systems in single-family residences:	$60.00
5. Installation of air-conditioning and/or heating systems in apartments, per apartment:	$30.00
6. Installation of air-conditioning and/or heating systems in duplexes:	$60.00

7. Installation of air-conditioning and/or heating
systems in commercial buildings up to 5 tons, per tenant space: $40.00
Over 5 tons, per tenant space $5.00 per ton

8. Replacements of any one heater, air handler, condensing unit and/or cooling tower only in commercial buildings, shall require a fee of one-half (1/2) of systems (see "5") with a minimum fee of $40.00.

9. . Replacement of heating and/or air conditioning
Equipment in single-family residence: $30.00

10. Replacement of heating and/or air conditioning
Equipment in multi-family dwellings $30.00 per apartment

11. Commercial exhaust hoods (canopy) $30.00

12. Relocation of equipment $30.00
(i.e., condenser from roof to ground, etc.)

13. In multi-family or commercial buildings where self-contained units of less than two (2) tons are to be installed, the fee charged shall be based on the total tonnage of all units combined (see "5" installation of air conditioning and/or heating system in apartments).

14. Adding or changing ductwork:

Residential: $30.00
Commercial
First System $50.00
Additional systems (each) $25.00

15. Plan Review Fees (Include all building trades) See Article Seven

16. Duplicate Permit Fee. $10.00

17. Request For Information See Article Seven

18. Certificate of Final Inspection Fee - See Article Seven

19. Certificate of Final Inspection Fee See Article Seven

20. Minimum Housing Inspection Fee $20.00

21. Mobile Home or Modular Building Fee (mechanical only) $50.00

22. Re-inspection Fees See Article Seven

23. Weekend and emergency inspections See Article Seven

24. Construction Board of Appeals See Article Seven

25. Failure to Obtain Permit See Article Seven
(Other penalties in accordance with Section 1of the Mobile City Code may also apply)

26. Permit Fee Extension See Article Seven.

27. Other Permit Fees - Where no permit fees are listed, the City of Mobile shall determine the required permit fee.
28. 3% of all permit fees shall be designated for training, education and equipment for the department.

29. Permit Issuance Fee - $1.00 fee shall be assessed to all permits issued.

30. REFRIGERATION- Min. $10.00 + $10.00 1st $1000.00 of value + $4.00 each additional $1000.00 of value

C. Miscellaneous.

1. A separate permit shall be required for each building or tenant unit for shell buildings. All roof drain and conductor pipes must be marked on permit.

2. Whenever a sub-contractor is dismissed from a job, an administrative fee of $100.00 shall be required to issue a permit to the new sub-contractor. The new sub-contractor shall re-permit the Mechanical portion of the project.

3. On jobs where a general contractor or homebuilder is dismissed, a new set of plans may be required for review and the remaining portion of the work shall be permitted.

4. It shall be the responsibility of the permit holder to provide the City of Mobile with an adjusted valuation of all construction including, but not limited to, cost overrun(s) and change order(s) within forty-five (45) days of completion of said project.

5. On new construction and additions, the general contractor, homebuilder or owner will be required to submit the name, address and phone numbers of all trade sub-contractors.

D. Permit Fee Refund. See Article Twelve.

ARTICLE TEN: SCHEDULE OF PLUMBING PERMIT FEES. On plumbing system alterations, repairs and installations, a permit fee for each permit shall be paid at the time of filing an application. The applicable permit fees required by the City of Mobile shall be determined in

accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (See Article Two – Applicability).

A. Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Plumbing permits shall not be required for the following:

1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspections made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

B. Plumbing Fee Schedule:

On all plumbing installations requiring a plumbing permit, a fee for each plumbing permit shall be paid as required at the time of filing the application, in accordance with the schedule that follows.

On construction or addition projects where work is performed by all building trades, the general contractor, homebuilder, or owner will be required to pay the permit fees for all building trades (Building, Electrical, Gas, Mechanical & Plumbing). However, it shall be the responsibility of the subcontractors to permit all work in accordance with applicable state laws prior to starting work.

On alterations, repairs, addition or construction projects where work is **not** being performed by all building trades, it shall be the responsibility of each general contractors, homebuilders, owners and subcontractors to pay for permit fees **separately** and in accordance with the respective fee schedule. All work shall be permitted in accordance with applicable state laws prior to starting work.
for permit fees and permit all work in accordance with applicable state laws prior to starting work.

1.	New buildings or additions	Included in the building permit fee
2.	Minimum permit	$10.00
3.	Each fixture unit	$5.00
4.	Additional fixtures $	$5.00
5.	Sewer (new, extension, or replacement)	$5.00
6.	Water service	$5.00

7. Installation, alteration, or repair of water piping and/or water Treating equipment, except in public right-of-way $5.00

8. Each inspection will be $5.00

9. Each additional inspection (after permit issuance) $7.00

10. Filled septic tank inspection $5.00

11. Swimming pool, irrigation meter, fill inspection $20.00

12. Mobile Home or Modular Building Fee (Plumbing only) $50.00
(Does not include plumbing site work)

13. Plan Review See Article Seven

14. Duplicate Permit Fee See Article Seven

15. Request For Information See Article Seven

16. Certificate of Final Inspection Fee - Residential See Article Seven

17. Certificate of Final Inspection Fee – Commercial See Article Seven

18. Minimum Housing Inspection Fee $20.00

19. Re-inspection Fees See Article Seven

20. Weekend and emergency inspections See Article Seven

21. Construction Board of Appeals (Each request) See Article Seven

22. Pre-Moving Fee (All building trades) See Article Seven

23. Failure to Obtain Permit See Article Seven

24 Permit Fee Extension See Article Seven.

25. Other Permit Fees - Where no permit fees are listed, the City of Mobile shall determine the required permit fee.

26. A separate permit shall be required for each building or tenant unit for shell buildings. All roof drain and conductor pipes must be marked on permit. All additional fixtures and inspections must be paid before release to Water Board or Letter of inspection is issued.

27. 3% of all permit fees shall be designated for training, education and equipment for the department.

28. Permit Issuance Fee - $1.00 fee shall be assessed to all permits issued.

C. Miscellaneous.

1. A separate permit shall be required for each building or tenant unit for shell buildings. All roof drain and conductor pipes must be marked on permit. All additional fixtures and inspections must be paid before release to Water Board or Letter of inspection is issued.

2. Whenever a sub-contractor is dismissed from a job, an administrative fee of $100.00 shall be required to issue a permit to the new sub-contractor. The new sub-contractor shall re-permit the plumbing portion of the project.

3. On jobs where a general contractor or homebuilder is dismissed, a new set of plans may be required for review and the remaining portion of the work shall be permitted.

4. It shall be the responsibility of the permit holder to provide the City of Mobile with an adjusted valuation of all construction including, but not limited to, cost overrun(s) and change order(s) within forty-five (45) days of completion of said project.

5. On new construction and additions, the general contractor, homebuilder or owner will be required to submit the name, address and phone numbers of all trade sub-contractors.

D. Permit Fee Refund. See Article Twelve.

ARTICLE ELEVEN: SCHEDULE OF GAS PERMIT FEES. On gas system alterations, repairs and installations, a permit fee for each permit shall be paid at the time of filing an application. The applicable permit fees required by the City of Mobile shall be determined in accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (See Article Two – Applicability).

A. Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Gas permits shall not be required for the following:

1. Portable heating appliances

2. Replacement of any minor component of equipment that does not alter approval of such equipment or make such equipment unsafe.

3. Any appliance, equipment, fuel system, fuel storage, methods or materials that have been deleted from the International Fuel Gas Code by means of Local Ordinance.

B. Gas Fee Schedule:

On all gas installations requiring a gas permit, a fee for each gas permit shall be paid as required at the time of filing the application, in accordance with the schedule that follows.

On construction or addition projects where work is performed by all building trades, the general contractor, homebuilder, or owner will be required to pay the permit fees for all building trades (Building, Electrical, Gas, Mechanical & Plumbing). However, it shall be the responsibility of the subcontractors to permit all work in accordance with applicable state laws prior to starting work.

On alterations, repairs, addition or construction projects where work is **not** being performed by all building trades, it shall be the responsibility of each general contractors, homebuilders, owners and subcontractors to pay for permit fees **separately** and in accordance with the respective fee schedule. All work shall be permitted in accordance with applicable state laws prior to starting work.

1. New buildings or additions	Included in the building permit fee		
2. Permit (based on valuation of work)	$1 to $1000	minimum	$30.00
3. $1000 and over	$8 per each additional $1000 or fraction thereof		
4. Each inspection will be			$5.00
5. Each additional inspection (after permit issuance)			$7.00
(Minimum Permit is $30.00)			
6. Mobile Home or Modular Building Fee (gas only & does not include premise or structure gas piping.)			$50.00
7. Plan Review			See Article Seven
8. Duplicate Permit Fee			See Article Seven
9. Request For Information –			See Article Seven
10. Certificate of Final Inspection Fee - Residential			See Article Seven
11. Certificate of Final Inspection Fee – Commercial			See Article Seven
12. Re-inspection Fees			See Article Seven
13. Weekend and after hour inspections			See Article Seven
14. Construction Board of Appeals (each request)			See Article Seven
15. Failure to Obtain Permit			See Article Seven

(Other penalties in accordance with Article 1of the Mobile City Code may also apply)

16. Permit Fee Extension See Article Seven.

17. Other Permit Fees - Where no permit fees are listed, the City of Mobile shall determine the required permit fee.

18. A separate permit shall be required for each building or tenant unit for shell buildings. All roof drain and conductor pipes must be marked on permit. All additional fixtures and inspections must be paid before release to Water Board or Letter of inspection is issued.
19. 3% of all permit fees shall be designated for training, education and equipment for the department.

20. Permit Issuance Fee - $1.00 fee shall be assessed to all permits issued.

C. Miscellaneous.

1. A separate permit shall be required for each building or tenant unit for shell buildings. All additional fixtures and inspections must be paid before release to Water Board or Letter of inspection is issued.

2. Whenever a sub-contractor is dismissed from a job, an administrative fee of $100.00 shall be required to issue a permit to the new sub-contractor. The new sub-contractor shall re-permit the gas portion of the project.

3. On jobs where a general contractor or homebuilder is dismissed, a new set of plans may be required for review and the remaining portion of the work shall be permitted.

4. It shall be the responsibility of the permit holder to provide the City of Mobile with an adjusted valuation of all construction including, but not limited to, cost overrun(s) and change order(s) within forty-five (45) days of completion of said project.

5. On new construction and additions, the general contractor, homebuilder or owner will be required to submit the name, address and phone numbers of all trade sub-contractors.

D. Permit Fee Refund. See Article Twelve.

ARTICLE TWELVE: PERMIT FEE REFUND. The Building Official shall authorize the refunding of fees as follows:

A. The full amount of any permit fee paid hereunder that was erroneously paid or collected.

B. Not more than eighty percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this code.

C. Not more than eighty percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

D. The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee no later than 180 days after the date of fee payment.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 1:04 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:06 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:43 PM

THE CITY OF MOBILE, ALABAMA

FIRE, BUILDING AND MUNICIPAL ENFORCEMENT
2021 CODE UPDATE

October 27, 2022

Mobile City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

In coordination with the Fire Bureau, Build Mobile Inspection Services and Municipal Enforcement departments, along with support from the abbreviated Codes Review Committee, the City of Mobile is proposing the adoption of the following codes:

2021 International Fire Code
2021 International Building Code
2021 International Residential Code
2021 International Existing Building Code
2021 International Mechanical Code
2020 National Electric Code
2021 International Plumbing Code
2021 International Fuel Gas Code and the
2021 International Property Maintenance Code

For your review and consideration, copies of the new ordinance are attached. Also, please find enclosed a summary document which provides an overview of the codes review process, review committee participation, as well as the process timeline.

If you have any specific questions or concerns, please let me know. As always, thank you for your support.

Sincerely,

Shayla Jones Beaco

Shayla Jones Beaco
Build Mobile

Attachments

City of Mobile
Code Adoption Summary

Purpose and Intent

For the City of Mobile to adopt the most current 2021 Construction/Trade, Fire and Property Maintenance Codes, bringing our regulations in-line with the State of Alabama and more in sync with surrounding communities. Updated code adoption is necessary for the safety and protection of property and is inclusive of new products and new construction techniques that can make construction more cost effective and efficient.

The City of Mobile Fire Department is required to update the codes in in order to keep their ISO 1 Rating.

Codes to be Adopted			
Code	Department	Current Year	Year to Adopt
International Fire Code (IFC)	Fire	2012	2021
International Building Code (IBC)	Inspections: Building	2012	2021
International Residential Code (IRC)	Inspections: Building	2012	2021
International Existing Building Code (IEBC)	Inspections: Building	2012	2021
International Mechanical Code (IMC)	Inspections: Mechanical	2012	2021
National Electric Code (NEC)	Inspections: Electrical	2014	2020
International Plumbing Code (IPC)	Inspections: Plumbing	2012	2021
International Fuel Gas Code (IFGC)	Inspections: Mechanical/Plumbing	-	2021
International Property Maintenance Code (IPMC)	Municipal Enforcement	2015	2021

Ordinance Review Process

Fall 2021 & Spring 2022: Internal teams reviewed published Significant Changes from each code series and complied the changes into a document. Build Mobile worked directly with City Legal to draft the updated ordinances.

May 12, 2022: City staff held a meeting with the designees from the following trade organizations, per the ordinance, in addition to a representative from the Fire and Plumbing industry. The meeting involved an overview of the Significant Changes by the applicable department(s), with discussion. Questions and issues brought up by the Review Committee were answered by City Departments and/or brought back to the City staff for more discussion, and in turn, communicated back to the Review Committee.

Review Committee: Organization or Trade representatives		City Staff (participating)	
Mark M. Aldred	Mobile Chapter of AIA	Shayla Beaco	Ex. Director Build Mobile
Roger Smith, PE	Mobile Chapter ASPE	Marion McElroy	Sen. Director Build Mobile
Rick Lambert	Mobile Building Trades Council	Todd McClung	Dep Dir Inspection Services
Johnny Murphy	Association of General Contractors	Wendy Mead	Chief Electrical Inspector
Vince Lacoste	Home Builders Association of Mobile	Bob Scroggins	Chief Mechanical Inspector
Rick True	Air Conditioning Contractors Assoc.	Joe Alexander	Chief Plumbing Inspector
Stewart Brooks	Mobile Chapter of NECA	Brenda Moses, Sam Allen	Fire Bureau
Ken Trawick	Master Plumber	David Daughenbaugh	Property Maintenance
Dylon McKeough	Fire Consultant	Cherlina Monteiro	City Legal

August & September 2022: City staff held in-person meetings with each City Council member where the intent and process was explained and discussed. Several Council members identified industry professionals that they wished to be included in the adoption discussion. City staff reached out to each named professional and received verbal support of the adoption from each of them.

Points of Interest

- The City of Mobile proposes adoption of the Fortified Roof Coastal Supplement.
- In accordance with the recommendations of the NFPA and the NEC, the City of Mobile is proposing to include the new mechanical GFCI requirements but will delay enforcement until a future date set forth in the ordinance. This delay will allow the electrical trade industry and manufacturers time to align with the new requirements.
- The Fuel Gas Code drawings will be required for all commercial projects, new residential and complete system replacements. Options include a certified State of Alabama Master Gas Fitter or registered design professional.

ORDINANCE TO ADOPT A FUEL GAS CODE
FOR THE CITY OF MOBILE, ALABAMA

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: **Code and Appendices.** That, pursuant to Alabama Code Section 11-45-8 (1975), the 2021 Edition of the International Fuel Gas Code, along with the amendments to the same contained in this Ordinance, has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama, on _____, 2022, is hereby adopted as the "Fuel Gas Code of the City of Mobile."

ARTICLE TWO: **Published Ordinance.** A copy of this Ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said 2021 International Fuel Gas Code to be published in a newspaper, nor shall the same be spread at length upon the minutes of this Council, but this Ordinance shall be recorded in said minutes.

ARTICLE THREE: **Effective Date.** The said 2021 International Fuel Gas Code shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

ARTICLE FOUR: Contractors Criteria and Qualifications. Criteria and qualifications for all contractors shall be set herein. For the purpose of this ordinance the term contractor will hereinafter refer to Gas Fitter Contractor as defined and added by **ARTICLE NINE** in **SECTION 202 GENERAL DEFINITIONS.**

Gas Fitter Contractors Responsibility. In addition to the requirements as set forth herein, all individuals, agents or businesses who install, alter, or modify all or part of a fuel gas system shall furnish proof that they possess an active Master certification card issued by the Alabama Plumbers and Gas Fitters Examining Board in accordance with all statutory requirements of the State of Alabama and the City of Mobile. A master or journeyman gas fitter must be present at all times during the installation of fuel gas systems.

Contractor License. It shall be the duty of every contractor who shall make contracts for the installation of fuel gas systems for which a permit is required, and every contractor making such contracts and sub-letting the same, or any part thereof, to pay a license tax as provided in the general license ordinance, and to register his/her name with the Code Official, in a book provided for that purpose, giving full name, residence and place of business, and, in case of removal from one place to another to have made corresponding change in said register accordingly. Every contractor shall conform to the building regulations, the regulation of this section, and other ordinances or laws of the applicable governing body.

ARTICLE FIVE: Surety Bond. In addition to the requirements as set forth herein, it shall be the duty of each builder, contractor and sub-contractor to provide and have on file a current license and Surety Bond for $10,000 in accordance with the City of Mobile and State of Alabama requirements. The bond is subject to the approval of City of Mobile Legal Department and shall be provided by a surety company qualified to do business in the State of Alabama. Such bond shall insure that the licensee complies with laws, ordinances and building regulations of the applicable governing body. The local governing body shall be indemnified and saved harmless from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person, firm, or corporation engaged in the business or by any other unfaithful, inadequate work done either by themselves or their agents or employees.

ARTICLE SIX: Criteria for Owners. All fuel gas installations shall be performed by a contractor as listed in **ARTICLE FOUR**. Owners are not permitted to install fuel gas systems.

ARTICLE SEVEN: Vehicular Signs. All trucks and similar vehicles used by contractors shall have signs on both sides of the body, including the full name, telephone number of the firm and the State of Alabama Certification numbers. Lettering may be any color in contrast to the color of the body, but letters identifying the firm's name must be at least 1 ½ inches high.

ARTICLE EIGHT: 2021 INTERNATIONAL FUEL GAS CODE > CHAPTER 1-SCOPE AND ADMINISTRATION > PART 1-SCOPE AND APPLICATION > Amend to read as follows:

Part 1- Scope and Application

SECTION 101 2021 INTERNATIONAL FUEL GAS CODE > SCOPE AND GENERAL REQUIREMENTS- Amend to read as follows:

101.1 Title. Amend to read as follows:
101.1 Title. These regulations shall be known as the Fuel Gas Code of City of Mobile, Alabama, hereinafter referred to as "this Code."

101.2 Scope. Amend to read as follows:
101.2 Scope. This code shall apply to the installation of fuel-gas piping systems, fuel-gas appliances, fuel gas equipment and related accessories in accordance with Sections 101.2.2 through 101.2.5. The extent of enforcement of this code by the City of Mobile will be limited to new construction, additions, renovations, alterations, installation of generators and central gas furnaces, replacement of generators and central gas furnaces and water heaters only.

Exception: Detached one- and two- family dwellings and townhouses not more than three stories above grade plane in height with separate means of egress and their accessory structures not more than three stories above grade plane in height, shall comply with this code.
Paragraph 101.2.1 Gaseous Hydrogen Systems. Delete in its entirety**.**

SECTION 102 2021 INTERNATIONAL FUEL GAS CODE > APPLICABILITY - Amend to read as follows:

Add Paragraph 102.12 Energy conservation. To read as follows:
102.12 Energy conservation. Where referenced, the International Energy Conservation Code shall be the energy code adopted and enforced by the State of Alabama.

Part 2-ADMINISTRATION AND ENFORCEMENT

SECTION 103 - 2021 INTERNATIONAL FUEL GAS CODE > CODE COMPLIANCE AGENCY - Amend to read as follows:

103.1 Creation of agency. Amend to read as follows:
103.1 Creation of agency. The "Fuel Gas Inspections Department" is hereby created and the official in charge thereof shall be known as the "Code Official". The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

SECTION 109 - 2021 INTERNATIONAL FUEL GAS CODE > FEES Amend to read as follows:

109.2 Schedule of permit fees. Amend to read as follows:
109.2 Schedule of permit fees. On all Fuel Gas System installations requiring a Fuel Gas System permit, a fee for each Fuel Gas System permit shall be paid as required at the time of application, in accordance with the "Building Code Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

Amend SECTION 114 BOARD OF APPEALS to read as follows:
Amend Paragraph 114.1 to read as follows:
114.1 Membership of board. The Board of Appeals, herein called the Construction Board of Appeals, shall be in accordance with the applicable sections of the International Building Code which is adopted by a separate ordinance.

SECTION 115 – (IFGC) VIOLATIONS - Amend to read as follows:

115.4 Violation penalties. Amend to read as follows:
115.4 Violation penalties. Persons who shall violate a provision of the *2021 International Fuel Gas Code*, as amended, or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or conduct any Fuel Gas work in violation of the approved construction documents or directive of the code official or of a permit or certificate issued under the provisions

of this code shall be prosecuted, and upon conviction, be punished by a fine not to exceed five hundred dollars ($500.00). In addition thereto, at the discretion of the court trying the case, any person so convicted may be imprisoned or sentenced to hard labor for the City for a period not exceeding six (6) months. Other penalties in accordance with Chapter 1 of the Mobile City Code may also apply. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Notwithstanding any other provision of law, the maximum penalty for every person convicted of violating any of the following offenses are as follows:

1. A violation of any provision of **ARTICLE FOUR: Contractors Criteria and Qualifications,** of this Ordinance, shall be a $500 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

2. A violation of any provision of **ARTICLE SEVEN: Vehicular Signs,** of this Ordinance, shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

3. Any act to impede, delay, deceive, obstruct, hinder, disturb or interfere in any manner with the Code Official in the execution of the Code Official's duties shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

ARTICLE NINE: 2021 INTERNATIONAL FUEL GAS CODE > CHAPTER 2 DEFINITIONS > Amend to read as follows:

SECTION 202 GENERAL DEFINITIONS - Amend to read as follows:

Add the following Definitions. To read as follows:

FLOOD HAZARD AREA. The area designated as a flood hazard area in accordance with the "Storm Water Management and Flood Control Ordinance" adopted and administrated by the City of Mobile's Engineering Department.

HISTORIC BUILDING. Any building or structure that is listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic Places; designated as a historic property under local or state designation; certified as a contributing resource within a National Register listed or locally designated district; or with an opinion or certification that the property is eligible to be listed in the Alabama Register or the National Register of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places.

GAS FITTER CONTRACTOR. Any individual or business licensed, registered and holding an active certification with Alabama Plumbers and Gas Fitters Examining Board, in accordance with all the statutory requirements of the State of Alabama and the City of Mobile.

ARTICLE TEN: 2021 INTERNATIONAL FUEL GAS CODE > CHAPTER 4 GAS PIPING INSTALLATIONS > Amend **to read as follows**:

SECTION 412 (IFGC) LIQUEFIED PETROLEUM GAS MOTOR VEHICLE FUEL-DISPENSING FACILITIES. Delete in its entirety.

SECTION 413 (IFGC) COMPRESSED NATURAL GAS MOTOR VEHICLE FUEL-DISPENSING FACILITIES. Delete in its entirety.

SECTION 414 (IFGC) SUPPLEMENTAL AND STANDBY GAS SUPPLY. Delete in its entirety.

ARTICLE ELEVEN: **2021 INTERNATIONAL FUEL GAS CODE > CHAPTER 6 SPECIFIC APPLIANCES > Amend to read as follows:**

SECTION 602 (IFGC) DECORATIVE APPLIANCES FOR INSTALLATION IN FIREPLACES. Delete in its entirety.

SECTION 603 (IFGC) LOG LIGHTERS. Delete in its entirety.

SECTION 604 (IFGC) VENTED GAS FIREPLACES (DECORATIVE APPLIANCES. Delete in its entirety.

SECTION 605 (IFGC) VENTED GAS FIREPLACE HEATERS. Delete in its entirety.

SECTION 608 (IFGC) VENTED WALL FURNACES. Delete in its entirety.

SECTION 609 (IFGC) FLOOR FURNACES. Delete in its entirety.

SECTION 614 (IFGC) CLOTHES DRYER EXHAUST. To read as follows:

614.9.6 Exhaust duct required. To read as follows:
614.9.6 Exhaust duct required. Delete the Exception to 614.9.6 in its entirety.

SECTION 615 (IFGC) SAUNA HEATERS. Delete in its entirety.

SECTION 616 (IFGC) ENGINE AND GAS TURBINE-POWERED EQUIPMENT. Delete in its entirety.

SECTION 617 (IFGC) POOL AND SPA HEATERS. Delete in its entirety.

SECTION 619 (IFGC) CONVERSION BURNERS. Delete in its entirety.

SECTION 621 (IFGC) UNVENTED ROOM HEATERS. Delete in its entirety.

SECTION 622 (IFGC) VENTED ROOM HEATERS. Delete in its entirety.

SECTION 624 (IFGC) WATER HEATERS. Amend to read as follows:

624.1 General. Amend to read as follows:
624.1 General. Water heaters shall be listed in accordance with ANZI Z21.10.1/CSA 4.1 or ANZI Z21.10.3/CSA 4.3 and shall be installed in accordance with the manufacturer's instructions.

SECTION 625 (IFGC) REFRIGERATORS. Delete in its entirety.

SECTION 626 (IFGC) GAS-FIRED TOILETS. Delete in its entirety.

SECTION 628 (IFGC) ILLUMINATING APPLIANCES. Delete in its entirety.

SECTION 629 (IFGC) SMALL CERAMIC KILNS. Delete in its entirety.

SECTION 631 (IFGC) BOILERS. Delete in its entirety.

SECTION 632 (IFGC) EQUIPMENT INSTALLED IN EXISTING UNLISTED BOILERS. Delete in its entirety.

SECTION 633 (IFGC) STATIONARY FUEL-CELL POWER SYSTEMS. Delete in its entirety.

SECTION 634 (IFGC) GASEOUS HYDROGEN SYSTEMS. Delete in its entirety.

SECTION 635 (IFGC) OUTDOOR DECORATIVE APPLIANCES. Delete in its entirety.

ARTICLE TWELVE: 2021 INTERNATIONAL FUEL GAS CODE > CHAPTER 7 GASEOUS HYDROGEN SYSTEMS > Amend to read as follows:

CHAPTER 7 GASEOUS HYDROGEN SYSTEMS - Delete in its entirety.

ARTICLE THIRTEEN: SEPARATION CLAUSE

If any section, subsection, sentence, clause or phrase of this Code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code. The City Council of the City of Mobile hereby declares that it would have passed this Code and each section, subsection, clause or phase thereof, irrespective of the fact that any one or more sections, subsections, sentences or phrases be declared unconstitutional.

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinances	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 1:15 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:18 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:43 PM

ORDINANCE TO ADOPT A MECHANICAL CODE
FOR THE CITY OF MOBILE, ALABAMA

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: **Code and Appendices.** That, pursuant to Alabama Code Section 11-45-8 (1975), the 2021 Edition of the International Mechanical Code, along with the amendments to the same contained in this Ordinance, has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama, on _____, 2022, is hereby adopted as the "Mechanical Code of the City of Mobile." The ordinance will become effective sixty (60) days after adoption by the City Council.

ARTICLE TWO: Published Ordinance. A copy of this Ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said 2021 International Mechanical Code to be published in a newspaper, nor shall the same be spread at length upon the minutes of this Council, but this Ordinance shall be recorded in said minutes. .

ARTICLE THREE: Effective Date. The said *2021 International Mechanical Code* shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

ARTICLE FOUR: Contractors Criteria and Qualifications. Criteria and qualifications for all contractors shall be set forth herein. For the purpose of this ordinance the term contractor will hereinafter refer to Mechanical Contractor as defined and added by **ARTICLE NINE** in **SECTION 202 GENERAL DEFINITIONS.**

Mechanical Contractor's Responsibility. In addition to the requirements as set forth herein, all individuals, agents or business who install, alter or modify all or part of a heating, ventilation, air conditioning (HVAC), or refrigeration system shall furnish proof that they are licensed, registered and hold an active certification with the Alabama State Board of Heating, Air Conditioning and Refrigeration Contractors in accordance with all the statutory requirements of the State of Alabama and the City of Mobile.

Contractor License. It shall be the duty of every contractor who shall make contracts for the installation, alteration or repair of mechanical systems for which a permit is required, and every contractor making such contracts and subletting the same, or any part thereof, to pay a license tax as provided in the general license ordinance, and to register his/her name in a book provided for that purpose, with the Code Official, giving full name, residence, and place of business, and, in case of removal from one place to have made corresponding change in said register accordingly. .

ARTICLE FIVE: Surety Bond. In addition, as set herein, it shall be the duty of each builder, contractor and subcontractor to provide and have on file a current license and permit bond for $10,000 in accordance with the City of Mobile and State of Alabama requirements, based on Code of Alabama Section 34-3128. The Bond is subject to the approval of the City of Mobile Legal Department and shall be provided by a surety company qualified to do business in the State of Alabama.

Such bond shall ensure that the licensee complies with laws, ordinances and building regulations of the applicable governing body. The local governing body shall be indemnified and saved harmless from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person, firm, or corporation engaged in the mechanical business or by any other unfaithful, inadequate work done either by themselves or their agents or employees.

ARTICLE SIX: Criteria for Owner to Obtain Permits. All mechanical installations shall be performed by a contractor as listed in ARTICLE FOUR. Owners are not permitted to install mechanical systems.

ARTICLE SEVEN: Vehicular Signs. All trucks and similar vehicles used by mechanical contractors shall have signs on both sides of the body, including the full name, telephone number of the firm and the State of Alabama HVAC & Refrigeration Certification numbers. Lettering may be any color in contrast to the color of the body, but letters identifying the firm's name must be at least 1 ½ inches high.

ARTICLE EIGHT: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 1 SCOPE AND ADMINISTRATION > Part 1- Scope and Application > Amend as follows:

SECTION 101 SCOPE AND GENERAL REQUIREMENTS – Amend to read as follows:

101.1 Title. Amend to read as follows:
101.1 Title. These regulations shall be known as the Mechanical Code of City of Mobile, Alabama, hereinafter referred to as "this Code."

SECTION 102 APPLICABILITY – Amend to read as follows.

Add Paragraph 102.12 Energy Conservation. To read as follows:
102.12 Energy Conservation. Where referenced, the International Energy Conservation Code shall be the energy code adopted and enforced by the State of Alabama.

Part 2- Administration and Enforcement

SECTION 103 CODE COMPLIANCE AGENCY - Amend to read as follows:

103.1 Creation of Agency. Amend to read as follows:

103.1 Creation of Agency. The "Mechanical Inspections Department" is hereby created and the official in charge thereof shall be known as the "Code Official". The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

SECTION 109 FEES - Amend to read as follows:

109.2 Schedule of permit fees. Amend to read as follows:
109.2 Schedule of permit fees. On all mechanical installations requiring a mechanical permit, a fee for each mechanical permit shall be paid as required at the time of application, in accordance with the "Building Code Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

SECTION 114 MEANS OF APPEAL -Amend to read as follows:

114.1 General. Amend to read as follows:
114.1 General. The Means of Appeal, herein called the Construction Board of Appeals, shall be in accordance with the applicable sections of the International Building Code which is adopted by a separate ordinance.

SECTION 115 VIOLATIONS – Amend to read as follows:

115.4 Violation penalties. Amend to read as follows: . 115.4 Violation penalties. Persons who shall violate a provision of the *2021 International Mechanical Code (*IMC*),* as amended, or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official or of a permit or certificate issued under the provisions of this code shall be prosecuted, and upon conviction, be punished by a fine not to exceed five hundred dollars ($500.00). In addition thereto, at the discretion of the court trying the case, any person so convicted may be imprisoned or sentenced to hard labor for the City for a period not exceeding six (6) months. Other penalties in accordance with Chapter 1 of the Mobile City Code may also apply. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Notwithstanding any other provision of law, the maximum penalty for every person convicted of violating any of the following offenses are as follows:

1. A violation of any provision of **ARTICLE FOUR: Contractors Criteria and Qualifications,** of this Ordinance, shall be a $500 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

2. A violation of any provision of **ARTICLE SEVEN: Vehicular Signs,** of this Ordinance, shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

3. Any act to impede, delay, deceive, obstruct, hinder, disturb or interfere in any manner with the Code Official in the execution of the Code Official's duties shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense

ARTICLE NINE: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 2 DEFINITIONS > SECTION 202 GENERAL DEFINITIONS > Amend as follows:

Add DEFINITIONS - To read as follows:

FLOOD HAZARD AREA. The area designated as a flood hazard area in accordance with the "Storm Water Management and Flood Control Ordinance" adopted and administered by the City of Mobile's Engineering Department.

HISTORIC BUILDING. Any building or structure that is listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic Places; designated as a historic property under local or state designation; certified as a contributing resource within a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed in the Alabama Register or the National Register of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places.

MECHANICAL CONTRACTOR. Any individual or business licensed, registered and holding an active certification with the Alabama State Board of Heating, Air Conditioning and Refrigeration Contractors, in accordance with all the statutory requirements of the State of Alabama and the City of Mobile.

ARTICLE TEN: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 3 GENERAL REGULATION > SECTION 307 CONDENSATE DISPOSAL > 307.2 Evaporators and cooling coils. > 307.2.1 Condensate disposal. > Amend as follows:

307.2.1.1 Condensate discharge. Amend to read as follows:
307.2.1.1 Condensate discharge. Condensate drains shall not directly connect to any plumbing drain, waste or vent pipe. Condensate drains shall not discharge into a plumbing fixture other than a floor sink, floor drain, trench drain, mop sink, hub drain, standpipe, utility sink or laundry sink. Condensate drain connections to a lavatory wye branch tailpiece or to a bathtub overflow pipe shall not be considered as discharging to a plumbing fixture. Except where discharging to grade outdoors, the point of discharge of condensate drains shall be located within the same occupancy, tenant space or dwelling unit as the source of the condensate. These connections are considered acceptable only after prior approval by this office.

Add Paragraph 307.2.1.2 Condensate Drain Line Insulation. To read as follows:
307.2.1.2 Condensate Drain Line Insulation. Condensate drain lines shall be insulated to a 3/8" minimum thickness for the first six feet.

ARTICLE ELEVEN: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 5 EXHAUST SYSTEMS > SECTION 504 CLOTHES DRYER EXHAUST >Amend as follows:

504.1 Installation. Amend to read as follows:
504.1 Installation. Clothes dryers shall be exhausted in accordance with the manufacturer's instructions. Dryer exhaust systems shall be independent of all other systems and shall convey the moisture and any products of combustion to the outside of the building.

504.1 Installation. Exception. Delete in its entirety.

504.9.6 Exhaust duct required. Amend to read as follows:
504.9.6 Exhaust Duct Required. Where space for a clothes dryer is provided, an exhaust duct system shall be installed. Where the clothes dryer is not installed at the time of occupancy, the exhaust duct shall be capped at the location of the future dryer.

504.9.6 Exhaust Duct Required. Exception. Delete in its entirety.

ARTICLE TWELVE: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 6 DUCT SYSTEMS > 601 GENERAL > 601.5 Return air openings. > Amend as follows:

601.5 Return air openings. Sub-paragraph 2. Amend to read as follows:
601.5 Return air openings Sub-paragraph 2. Return air shall not be taken from a hazardous or insanitary location or a refrigeration room as defined in this code. In accordance with 2021 IPC Section 802.4 plumbing waste receptors shall not be installed in plenums, crawl spaces, attics, interstitial spaces above ceilings and below floors. Ready access shall be provided to waste receptors.

ARTICLE THIRTEEN: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 9 SPECIFIC APPLIANCES, FIREPLACES AND SOLID FUEL-BURNING EQUIPMENT > Amend as follows:

SECTION 901 GENERAL> 901.1 Scope. Amend to read as follows:

901.1 Scope. This chapter shall govern the approval, design, installation, construction, maintenance, alteration and repair of the appliances and equipment specifically identified herein except where deleted. The approval, design, installation, construction, maintenance, alteration and repair of gas-fired appliances specifically identified except where deleted shall be regulated by the International Fuel Gas Code.

SECTION 902 MASONRY FIREPLACES - Delete in its entirety.

SECTION 903 FACTORY-BUILT FIREPLACES - Delete in its entirety.

SECTION 904 PELLET FUEL-BURNING APPLIANCES - Delete in its entirety.

SECTION 905 FIREPLACE STOVES AND ROOM HEATERS - Delete in its entirety.

SECTION 909 VENTED WALL FURNACES - Delete in its entirety.

SECTION 910 FLOOR FURNACES – Delete in its entirety.

SECTION 914 SAUNA HEATERS – Delete in its entirety.

SECTION 915 ENGINE AND GAS TURBINE-POWERED EQUIPMENT AND APPLIANCES – Delete in its entirety.

SECTION 916 POOL AND SPA HEATERS - Delete in its entirety.

SECTION 919 CONVERSION BURNERS - Delete in its entirety.

SECTION 921 VENTED ROOM HEATERS - Delete in its entirety.

SECTION 922 KEROSENE AND OIL-FIRED STOVES - Delete in its entirety.

SECTION 923 SMALL CERAMIC KILNS - Delete in its entirety.

SECTION 924 STATIONARY FUEL CELL POWER SYSTEMS - Delete in its entirety.

SECTION 925 MASONRY HEATERS – Delete in its entirety.

SECTION 926 GASEOUS HYDROGEN SYSTEMS – Delete in its entirety.

SECTION 929 UNVENTED ALCOHOL FUEL-BURNING DECORATIVE APPLIANCES - Delete in its entirety**.**

ARTICLE FOURTEEN: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 10 BOILERS, WATER HEATERS AND PRESSURE VESSELS > Amend as follows:

CHAPTER 10 BOILERS, WATER HEATERS AND PRESSURE VESSELS - Delete in its entirety.

ARTICLE FIFTEEN: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 13 FUEL OIL PIPING AND STORAGE > Amend as follows:

CHAPTER 13 FUEL OIL PIPING AND STORAGE - Delete in its entirety.

ARTICLE SIXTEEN: SEPARATION CLAUSE. If any section, subsection, sentence, clause or phrase of this Code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code. The City Council of the City of Mobile hereby declares that it would have passed this Code and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences or phrases be declared unconstitutional.

Adopted:

_____

City Clerk

ORDINANCE TO ADOPT A MECHANICAL CODE
FOR THE CITY OF MOBILE, ALABAMA

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: **Code and Appendices.** That, pursuant to Alabama Code Section 11-45-8 (1975), the 2021 Edition of the International Mechanical Code, along with the amendments to the same contained in this Ordinance, has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama, on _____, 2022, is hereby adopted as the "Mechanical Code of the City of Mobile." The ordinance will become effective sixty (60) days after adoption by the City Council.

ARTICLE TWO: Published Ordinance. A copy of this Ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said 2021 International Mechanical Code to be published in a newspaper, nor shall the same be spread at length upon the minutes of this Council, but this Ordinance shall be recorded in said minutes. .

ARTICLE THREE: Effective Date. The said *2021 International Mechanical Code* shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

ARTICLE FOUR: Contractors Criteria and Qualifications. Criteria and qualifications for all contractors shall be set forth herein. For the purpose of this ordinance the term contractor will hereinafter refer to Mechanical Contractor as defined and added by **ARTICLE NINE** in **SECTION 202 GENERAL DEFINITIONS.**

Mechanical Contractor's Responsibility. In addition to the requirements as set forth herein, all individuals, agents or business who install, alter or modify all or part of a heating, ventilation, air conditioning (HVAC), or refrigeration system shall furnish proof that they are licensed, registered and hold an active certification with the Alabama State Board of Heating, Air Conditioning and Refrigeration Contractors in accordance with all the statutory requirements of the State of Alabama and the City of Mobile.

Contractor License. It shall be the duty of every contractor who shall make contracts for the installation, alteration or repair of mechanical systems for which a permit is required, and every contractor making such contracts and subletting the same, or any part thereof, to pay a license tax as provided in the general license ordinance, and to register his/her name in a book provided for that purpose, with the Code Official, giving full name, residence, and place of business, and, in case of removal from one place to have made corresponding change in said register accordingly. .

ARTICLE FIVE: Surety Bond. In addition, as set herein, it shall be the duty of each builder, contractor and subcontractor to provide and have on file a current license and permit bond for $10,000 in accordance with the City of Mobile and State of Alabama requirements, based on Code of Alabama Section 34-3128. The Bond is subject to the approval of the City of Mobile Legal Department and shall be provided by a surety company qualified to do business in the State of Alabama.

Such bond shall ensure that the licensee complies with laws, ordinances and building regulations of the applicable governing body. The local governing body shall be indemnified and saved harmless from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person, firm, or corporation engaged in the mechanical business or by any other unfaithful, inadequate work done either by themselves or their agents or employees.

ARTICLE SIX: Criteria for Owner to Obtain Permits. All mechanical installations shall be performed by a contractor as listed in ARTICLE FOUR. Owners are not permitted to install mechanical systems.

ARTICLE SEVEN: Vehicular Signs. All trucks and similar vehicles used by mechanical contractors shall have signs on both sides of the body, including the full name, telephone number of the firm and the State of Alabama HVAC & Refrigeration Certification numbers. Lettering may be any color in contrast to the color of the body, but letters identifying the firm's name must be at least 1 ½ inches high.

ARTICLE EIGHT: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 1 SCOPE AND ADMINISTRATION > Part 1- Scope and Application > Amend as follows:

SECTION 101 SCOPE AND GENERAL REQUIREMENTS – Amend to read as follows:

101.1 Title. Amend to read as follows:
101.1 Title. These regulations shall be known as the Mechanical Code of City of Mobile, Alabama, hereinafter referred to as "this Code."

SECTION 102 APPLICABILITY – Amend to read as follows.

Add Paragraph 102.12 Energy Conservation. To read as follows:
102.12 Energy Conservation. Where referenced, the International Energy Conservation Code shall be the energy code adopted and enforced by the State of Alabama.

Part 2- Administration and Enforcement

SECTION 103 CODE COMPLIANCE AGENCY - Amend to read as follows:

103.1 Creation of Agency. Amend to read as follows:

103.1 Creation of Agency. The "Mechanical Inspections Department" is hereby created and the official in charge thereof shall be known as the "Code Official". The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

SECTION 109 FEES - Amend to read as follows:

109.2 Schedule of permit fees. Amend to read as follows:
109.2 Schedule of permit fees. On all mechanical installations requiring a mechanical permit, a fee for each mechanical permit shall be paid as required at the time of application, in accordance with the "Building Code Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

SECTION 114 MEANS OF APPEAL -Amend to read as follows:

114.1 General. Amend to read as follows:
114.1 General. The Means of Appeal, herein called the Construction Board of Appeals, shall be in accordance with the applicable sections of the International Building Code which is adopted by a separate ordinance.

SECTION 115 VIOLATIONS – Amend to read as follows:

115.4 Violation penalties. Amend to read as follows: . 115.4 Violation penalties. Persons who shall violate a provision of the *2021 International Mechanical Code (*IMC*),* as amended, or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official or of a permit or certificate issued under the provisions of this code shall be prosecuted, and upon conviction, be punished by a fine not to exceed five hundred dollars ($500.00). In addition thereto, at the discretion of the court trying the case, any person so convicted may be imprisoned or sentenced to hard labor for the City for a period not exceeding six (6) months. Other penalties in accordance with Chapter 1 of the Mobile City Code may also apply. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Notwithstanding any other provision of law, the maximum penalty for every person convicted of violating any of the following offenses are as follows:

1. A violation of any provision of **ARTICLE FOUR: Contractors Criteria and Qualifications,** of this Ordinance, shall be a $500 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

2. A violation of any provision of **ARTICLE SEVEN: Vehicular Signs,** of this Ordinance, shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

3. Any act to impede, delay, deceive, obstruct, hinder, disturb or interfere in any manner with the Code Official in the execution of the Code Official's duties shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense

ARTICLE NINE: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 2 DEFINITIONS > SECTION 202 GENERAL DEFINITIONS > Amend as follows:

Add DEFINITIONS - To read as follows:

FLOOD HAZARD AREA. The area designated as a flood hazard area in accordance with the "Storm Water Management and Flood Control Ordinance" adopted and administered by the City of Mobile's Engineering Department.

HISTORIC BUILDING. Any building or structure that is listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic Places; designated as a historic property under local or state designation; certified as a contributing resource within a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed in the Alabama Register or the National Register of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places.

MECHANICAL CONTRACTOR. Any individual or business licensed, registered and holding an active certification with the Alabama State Board of Heating, Air Conditioning and Refrigeration Contractors, in accordance with all the statutory requirements of the State of Alabama and the City of Mobile.

ARTICLE TEN: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 3 GENERAL REGULATION > SECTION 307 CONDENSATE DISPOSAL > 307.2 Evaporators and cooling coils. > 307.2.1 Condensate disposal. > Amend as follows:

307.2.1.1 Condensate discharge. Amend to read as follows:
307.2.1.1 Condensate discharge. Condensate drains shall not directly connect to any plumbing drain, waste or vent pipe. Condensate drains shall not discharge into a plumbing fixture other than a floor sink, floor drain, trench drain, mop sink, hub drain, standpipe, utility sink or laundry sink. Condensate drain connections to a lavatory wye branch tailpiece or to a bathtub overflow pipe shall not be considered as discharging to a plumbing fixture. Except where discharging to grade outdoors, the point of discharge of condensate drains shall be located within the same occupancy, tenant space or dwelling unit as the source of the condensate. These connections are considered acceptable only after prior approval by this office.

Add Paragraph 307.2.1.2 Condensate Drain Line Insulation. To read as follows:
307.2.1.2 Condensate Drain Line Insulation. Condensate drain lines shall be insulated to a 3/8" minimum thickness for the first six feet.

ARTICLE ELEVEN: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 5 EXHAUST SYSTEMS > SECTION 504 CLOTHES DRYER EXHAUST >Amend as follows:

504.1 Installation. Amend to read as follows:
504.1 Installation. Clothes dryers shall be exhausted in accordance with the manufacturer's instructions. Dryer exhaust systems shall be independent of all other systems and shall convey the moisture and any products of combustion to the outside of the building.

504.1 Installation. Exception. Delete in its entirety.

504.9.6 Exhaust duct required. Amend to read as follows:
504.9.6 Exhaust Duct Required. Where space for a clothes dryer is provided, an exhaust duct system shall be installed. Where the clothes dryer is not installed at the time of occupancy, the exhaust duct shall be capped at the location of the future dryer.

504.9.6 Exhaust Duct Required. Exception. Delete in its entirety.

ARTICLE TWELVE: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 6 DUCT SYSTEMS > 601 GENERAL > 601.5 Return air openings. > Amend as follows:

601.5 Return air openings. Sub-paragraph 2. Amend to read as follows:
601.5 Return air openings Sub-paragraph 2. Return air shall not be taken from a hazardous or insanitary location or a refrigeration room as defined in this code. In accordance with 2021 IPC Section 802.4 plumbing waste receptors shall not be installed in plenums, crawl spaces, attics, interstitial spaces above ceilings and below floors. Ready access shall be provided to waste receptors.

ARTICLE THIRTEEN: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 9 SPECIFIC APPLIANCES, FIREPLACES AND SOLID FUEL-BURNING EQUIPMENT > Amend as follows:

SECTION 901 GENERAL> 901.1 Scope. Amend to read as follows:

901.1 Scope. This chapter shall govern the approval, design, installation, construction, maintenance, alteration and repair of the appliances and equipment specifically identified herein except where deleted. The approval, design, installation, construction, maintenance, alteration and repair of gas-fired appliances specifically identified except where deleted shall be regulated by the International Fuel Gas Code.

SECTION 902 MASONRY FIREPLACES - Delete in its entirety.

SECTION 903 FACTORY-BUILT FIREPLACES - Delete in its entirety.

SECTION 904 PELLET FUEL-BURNING APPLIANCES - Delete in its entirety.

SECTION 905 FIREPLACE STOVES AND ROOM HEATERS - Delete in its entirety.

SECTION 909 VENTED WALL FURNACES - Delete in its entirety.

SECTION 910 FLOOR FURNACES – Delete in its entirety.

SECTION 914 SAUNA HEATERS – Delete in its entirety.

SECTION 915 ENGINE AND GAS TURBINE-POWERED EQUIPMENT AND APPLIANCES – Delete in its entirety.

SECTION 916 POOL AND SPA HEATERS - Delete in its entirety.

SECTION 919 CONVERSION BURNERS - Delete in its entirety.

SECTION 921 VENTED ROOM HEATERS - Delete in its entirety.

SECTION 922 KEROSENE AND OIL-FIRED STOVES - Delete in its entirety.

SECTION 923 SMALL CERAMIC KILNS - Delete in its entirety.

SECTION 924 STATIONARY FUEL CELL POWER SYSTEMS - Delete in its entirety.

SECTION 925 MASONRY HEATERS – Delete in its entirety.

SECTION 926 GASEOUS HYDROGEN SYSTEMS – Delete in its entirety.

SECTION 929 UNVENTED ALCOHOL FUEL-BURNING DECORATIVE APPLIANCES - Delete in its entirety**.**

ARTICLE FOURTEEN: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 10 BOILERS, WATER HEATERS AND PRESSURE VESSELS > Amend as follows:

CHAPTER 10 BOILERS, WATER HEATERS AND PRESSURE VESSELS - Delete in its entirety.

ARTICLE FIFTEEN: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 13 FUEL OIL PIPING AND STORAGE > Amend as follows:

CHAPTER 13 FUEL OIL PIPING AND STORAGE - Delete in its entirety.

ARTICLE SIXTEEN: SEPARATION CLAUSE. If any section, subsection, sentence, clause or phrase of this Code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code. The City Council of the City of Mobile hereby declares that it would have passed this Code and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences or phrases be declared unconstitutional.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 1:25 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:56 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:40 PM

THE CITY OF MOBILE, ALABAMA

FIRE, BUILDING AND MUNICIPAL ENFORCEMENT
2021 CODE UPDATE

October 27, 2022

Mobile City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

In coordination with the Fire Bureau, Build Mobile Inspection Services and Municipal Enforcement departments, along with support from the abbreviated Codes Review Committee, the City of Mobile is proposing the adoption of the following codes:

2021 International Fire Code
2021 International Building Code
2021 International Residential Code
2021 International Existing Building Code
2021 International Mechanical Code
2020 National Electric Code
2021 International Plumbing Code
2021 International Fuel Gas Code and the
2021 International Property Maintenance Code

For your review and consideration, copies of the new ordinance are attached. Also, please find enclosed a summary document which provides an overview of the codes review process, review committee participation, as well as the process timeline.

If you have any specific questions or concerns, please let me know. As always, thank you for your support.

Sincerely,

Shayla Jones Beaco

Shayla Jones Beaco
Build Mobile

Attachments

City of Mobile
Code Adoption Summary

Purpose and Intent

For the City of Mobile to adopt the most current 2021 Construction/Trade, Fire and Property Maintenance Codes, bringing our regulations in-line with the State of Alabama and more in sync with surrounding communities. Updated code adoption is necessary for the safety and protection of property and is inclusive of new products and new construction techniques that can make construction more cost effective and efficient.

The City of Mobile Fire Department is required to update the codes in in order to keep their ISO 1 Rating.

Codes to be Adopted			
Code	Department	Current Year	Year to Adopt
International Fire Code (IFC)	Fire	2012	2021
International Building Code (IBC)	Inspections: Building	2012	2021
International Residential Code (IRC)	Inspections: Building	2012	2021
International Existing Building Code (IEBC)	Inspections: Building	2012	2021
International Mechanical Code (IMC)	Inspections: Mechanical	2012	2021
National Electric Code (NEC)	Inspections: Electrical	2014	2020
International Plumbing Code (IPC)	Inspections: Plumbing	2012	2021
International Fuel Gas Code (IFGC)	Inspections: Mechanical/Plumbing	-	2021
International Property Maintenance Code (IPMC)	Municipal Enforcement	2015	2021

Ordinance Review Process

Fall 2021 & Spring 2022: Internal teams reviewed published Significant Changes from each code series and complied the changes into a document. Build Mobile worked directly with City Legal to draft the updated ordinances.

May 12, 2022: City staff held a meeting with the designees from the following trade organizations, per the ordinance, in addition to a representative from the Fire and Plumbing industry. The meeting involved an overview of the Significant Changes by the applicable department(s), with discussion. Questions and issues brought up by the Review Committee were answered by City Departments and/or brought back to the City staff for more discussion, and in turn, communicated back to the Review Committee.

Review Committee: Organization or Trade representatives		City Staff (participating)	
Mark M. Aldred	Mobile Chapter of AIA	Shayla Beaco	Ex. Director Build Mobile
Roger Smith, PE	Mobile Chapter ASPE	Marion McElroy	Sen. Director Build Mobile
Rick Lambert	Mobile Building Trades Council	Todd McClung	Dep Dir Inspection Services
Johnny Murphy	Association of General Contractors	Wendy Mead	Chief Electrical Inspector
Vince Lacoste	Home Builders Association of Mobile	Bob Scroggins	Chief Mechanical Inspector
Rick True	Air Conditioning Contractors Assoc.	Joe Alexander	Chief Plumbing Inspector
Stewart Brooks	Mobile Chapter of NECA	Brenda Moses, Sam Allen	Fire Bureau
Ken Trawick	Master Plumber	David Daughenbaugh	Property Maintenance
Dylon McKeough	Fire Consultant	Cherlina Monteiro	City Legal

August & September 2022: City staff held in-person meetings with each City Council member where the intent and process was explained and discussed. Several Council members identified industry professionals that they wished to be included in the adoption discussion. City staff reached out to each named professional and received verbal support of the adoption from each of them.

Points of Interest

- The City of Mobile proposes adoption of the Fortified Roof Coastal Supplement.
- In accordance with the recommendations of the NFPA and the NEC, the City of Mobile is proposing to include the new mechanical GFCI requirements but will delay enforcement until a future date set forth in the ordinance. This delay will allow the electrical trade industry and manufacturers time to align with the new requirements.
- The Fuel Gas Code drawings will be required for all commercial projects, new residential and complete system replacements. Options include a certified State of Alabama Master Gas Fitter or registered design professional.

AN ORDINANCE TO ADOPT A PLUMBING CODE FOR THE CITY OF MOBILE, ALABAMA

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: Code and Appendices. That, pursuant to Alabama Code Section 11-45-8 (1975), the 2021 Edition of the *International Plumbing Code* along with the amendments to the same contained in this Ordinance, has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama on _____, 2022, is hereby adopted as the "Plumbing Code of the City of Mobile."

ARTICLE TWO: Published Ordinance. A copy of this Ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said 2021 *International Plumbing Code* to be published in a newspaper, nor shall the same be spread at length upon the minutes of this Council, but this Ordinance shall be recorded in said minutes.

ARTICLE THREE: Effective Date. The said 2021 *International Plumbing Code*, along with the amendments to the same, shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

ARTICLE FOUR: Contractors Criteria and Qualifications. Criteria and qualifications for all contractors shall be set herein. For the purpose of this ordinance the term contractor will hereinafter refer to Plumbing Contractor as defined and added by **ARTICLE NINE** in **SECTION 202 GENERAL DEFINITIONS.**

Contractor Responsibilities. Before any person, firm, or corporation shall engage in the plumbing business, he/she shall be qualified as set forth herein, and a license shall be obtained from the City, County, or State as required, and a proper bond posted. Where any plumbing work is being done, a Master Plumber or Journeyman Plumber shall at all times be present on the job and in actual control and in charge of the work being done. All plumbers shall be certified by the State of Alabama and Master Plumbers must be duly registered with the State of Alabama. An Alabama certified Master Plumber or Journeyman Plumber must be present at the time of the inspection for any below ground or concealed space areas. For all other inspections, their presence is not required.

Contractor License. It shall be the duty of every plumbing contractor who shall make contracts for the installation or repair of plumbing systems for which a permit is required and every contractor making such contracts and subletting the same, or any part thereof, to pay a license tax as provided in the general license ordinance. The plumbing contractor shall register his name in a book provided for that purpose, with the Code Official, giving full name, residence, and place of

business, and, in case of removal from one place to another to have made corresponding change in said register accordingly.

ARTICLE FIVE: Surety Bond. In addition to the requirements as set forth herein, it shall be the duty of every plumbing contractor and sub-contractor to provide and have on file a current license and permit bond for $10,000. The bond is subject to the approval of The City of Mobile Legal Department and shall be provided by a surety company qualified to do business in the State of Alabama.

Such bond shall insure that the licensee complies with laws, ordinances and building regulations of the applicable governing body. The local governing body shall be indemnified and saved harmless from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person, firm, or corporation engaged in the plumbing business or by any other unfaithful, inadequate work done either by themselves or their agents or employees.

ARTICLE SIX: Criteria for Owner to Obtain Permits. Homeowner's personally doing plumbing work, on the residence that they occupy and own, may be allowed to obtain plumbing permits for their residence after passing an in-house test. Sewer repair and replacements will be the exception to this testing requirement. All applicants must complete and sign an affidavit stating ownership and responsibility for all plumbing work. Any individual other than the owner performing work on a property is considered a plumbing contractor and shall meet the requirements of a plumbing contractor as set forth herein. All inspection criteria shall be the same as for plumbing contractors in ARTICLE FOUR (Contractors Criteria and Qualifications). All other properties will be considered as commercial and subject to ARTICLE FOUR.

ARTICLE SEVEN: Vehicular Signs. All trucks and similar vehicles used by plumbing contractors shall have signs on both sides of the body, including the full name, address and telephone number of the firm to which it belongs. Lettering may be any color in contrast to the color of the body, but letters indicating the firms name must be at least 1 ½ inches high.

ARTICLE EIGHT: 2021 INTERNATIONAL PLUMBING CODE > CHAPTER 1 SCOPE AND ADMINISTRATION > PART 1- SCOPE AND APPLICATION > Amend as follows:

SECTION 101 SCOPE AND GENERAL REQUIREMENTS – Amend to read as follows:

101.1 Title. Amend to read as follows:
101.1 Title. These regulations shall be known as the Plumbing Code of the City of Mobile, Alabama, herein after referred to as, "this Code."

101.2 SCOPE. Amend to read as follows:

101.2 Scope. The provisions of this Code shall apply to the erection, installation, alteration, repairs, relocation, and replacement, addition to, use or maintenance of plumbing systems within this jurisdiction.

101.2 Scope – Exception: Amend to read as follows:
Exception: Detached one-and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with separate means of egress, and their accessory structures not more than three stories above grade height, shall comply with the International Plumbing Code.

Add sub-paragraph 101.2.1 Appendices. To read as follows:
101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted**.**

Add sub-paragraph 101.2.2 Adopted Appendices. To read as follows:
101.2.2 Adopted Appendices. The following specific appendices shall be adopted.

B – RATES OF RAINFALL FOR VARIOUS CITIES.
D – DEGREE DAY AND DESIGN TEMPERATURES.
E – SIZING OF WATER PIPING SYSTEM.

SECTION 102 APPLICABILITY – Amend to read as follows:

102.6 Historic Buildings. Amend to read as follows:
102.6 Historic Buildings. The provisions of this Code relating to the construction, alteration, repair, enlargement, restoration, relocation or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as historic buildings, including those listed on the National Register of Historic Places or eligible for listing on the National Register of Historic Places, when such buildings or structures are judged by the Code Official to be safe and in the public interest of health, safety and welfare regarding any proposed construction, alteration, repair, enlargement, restoration, relocation or moving of buildings.

102.7 Moved Buildings. Amend to read as follows:
102.7 Moved buildings. Except as determined by Section 102.2, plumbing systems that are part of buildings or structures moved into, or moved within, the jurisdiction shall comply with the provisions of this Code for new installations.

Add Paragraph 102.12 Energy Conservation. To read as follows:
102.12 Energy Conservation. Where referenced, the International Energy Conservation Code shall be the energy code adopted and enforced by the State of Alabama.

PART 2 > ADMINISTRATION AND ENFORCEMENT > SECTION 103 CODE COMPLIANCE AGENCY > Amend to read as follows:

SECTION 103.1 Creation of Agency. Amend to read as follows:
103.1 Creation of Agency. The Plumbing Inspections Department is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

SECTION 106 PERMITS – Amend to read as follows:

106.4 By whom application is made. Amend to read as follows:
106.4 By whom application is made. Application for a permit shall be made by the person or agent to install all or part of any plumbing system. The applicant shall meet all qualifications established by statute, or by rules promulgated, by this Code, or by ordinance, or by resolution. The full name and address of the applicant shall be stated in the application. An Alabama Master Plumbing License and Business License shall be required, except for homeowners personally performing work on the residence they occupy. In the case of a home-owners permit, the homeowner must pass a competency test, given by the Code Official, for plumbing work being performed. The exception will be replacing and/or repairing existing water services and/or existing sewer lines. All others must be duly registered, licensed plumbers with the City of Mobile.

Add sub-paragraph 106.4.1 For the purposes of water heater installations only. To read as follows:
106.4.1 For the Purposes of Water Heater Installations Only. A State certified Master Gas Fitter may purchase the permit for water heater installation. Said Master Gas Fitter must adhere to the same qualifications as plumbers.

106.5 Permit issuance. Amend to read as follows:
106.5 Permit issuance. The application, construction documents and other data filed by an applicant for permit shall be reviewed by the Code Official or his designated representative. If the Code Official finds that the proposed work conforms to the requirements of this Code and all laws and ordinances applicable thereto, the application has been signed by a licensed master plumber, the street address of the location is included, and applicable fees have been paid, a

permit shall be issued to the applicant. If the application does not conform to the requirements a permit shall not be issued, and the application, with reason for refusal, shall be returned to the applicant. The Code Official may also refuse to issue permits to any individual who has failed to arrange for necessary inspections, as required by the Code, on previous permits. Projects that are re-permitted, under an existing / non-finaled permit, by a new plumber, will be required to repermit the job in its entirety for all work under said permit.

SECTION 108 INSPECTIONS AND TESTING. > 108.2 Required inspections and testing. Amend to read as follows: - Amend to read as follows:

108.2 Required inspections and testing. Sub-paragraph 1. Amend to read as follows:

1. Underground inspection (rough-in) shall be made after trenches or ditches are excavated, piping installed and the piping bedded-in, to at least, the bottom half of the pipe diameter and before any backfill is put in place.

108.2 Required inspections and testing. Sub-paragraph 2. Amend to read as follows:

2. Top-out inspection shall be made after the roof, framing, fire blocking, firestopping, draft stopping and bracing is in place and all sanitary and water distribution piping is installed, and prior to the installation of wall or ceiling membranes.

108.2 Required inspections and testing. Sub-paragraph 3. Amend to read as follows:

3. Final inspection shall be made after the building is complete (except for partials), all plumbing fixtures are in place and properly connected and sealed, and the structure is ready for occupancy.

Add 108.2 Required inspections and testing. Sub-paragraph 4. To read as follows:

4. Building sewer and other underground inspections shall be made after the piping is installed and the pipe has been bedded-in**,** to at least, the bottom half of the pipe diameter. Underground piping shall be supported along its entirety before inspection**(s)**

Add 108.2 Required inspections and testing. Sub-paragraph 5. To read as follows:

5. Water service inspection shall be made after piping, valves, and back flow preventers are installed, and before any back fill is put in place. Underground piping shall be supported along its entirety before inspection(s)

SECTION 109 FEES. Amend to read as follows:

109.2 Schedule of permit fees. Amend to read as follows:
109.2 Schedule of permit fees. On all plumbing installations requiring a plumbing permit, a fee for each plumbing permit shall be paid as required at the time of filing the application, in accordance with the "Building Codes Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

109.5 Refunds. Amend to read as follows:
109.5 Refunds. Plumbing permit refunds shall be issued in accordance with the "Building Codes Permit Fee Schedule Ordinance" as adopted in a separate ordinance.
SECTION 114 MEANS OF APPEAL - Amend as follows:

SECTION 114 MEANS OF APPEAL – Delete in its entirety**.**

Add SECTION 114 BOARD OF APPEALS. To read as follows:

SECTION 114 BOARD OF APPEALS .

Add paragraph 114.1 Construction Board of Appeals. To read as follows:
114.1 Construction Board of Appeals. The Board of Appeals, herein called the Construction Board of Appeals, shall be in accordance with the applicable sections regarding appeals of the International Building Code and the Ordinance Adopting the International Building Code.

SECTION 115 VIOLATIONS. Amend as follows: . 115.4
Violation penalties. Amend to read as follows: . **115.4**
Violation penalties. Persons who shall violate a provision of the *2021 International Plumbing Code* (IPC), as amended, or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair plumbing work in violation of the approved construction documents or directive of the Plumbing Official or of a permit or certificate issued under the provisions of this code shall be prosecuted, and upon conviction, be punished by a fine not to exceed five hundred dollars ($500.00). In addition, thereto, at the discretion of the court trying the case, any person so convicted may be imprisoned or sentenced to hard labor for the City for a period not exceeding six (6) months. Other penalties in accordance with Chapter 1 of the Mobile City Code may also apply. Each day that a

violation continues after due notice has been served shall be deemed a separate offense. Notwithstanding any other provision of law, the maximum penalty for every person convicted of violating any of the following offenses are as follows:

1. A violation of any provision of **ARTICLE FOUR: Contractors Criteria and Qualifications,** of this Ordinance, shall be a $500 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

2. A violation of any provision of **ARTICLE SEVEN: Vehicular Signs,** of this Ordinance, shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

3. Any act to impede, delay, deceive, obstruct, hinder, disturb or interfere in any manner with the Code Official in the execution of the Code Official's duties shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

115.6 Unsafe Plumbing. Amend to read as follows:

115.6 Unsafe Plumbing. Any plumbing regulated by this code that is unsafe or that constitutes a fire or health hazard, insanitary condition, or is otherwise dangerous to human life is hereby declared unsafe. Any use of plumbing regulated by this code constituting a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage or abandonment is hereby declared an unsafe use. Any such unsafe equipment is hereby declared to be a public nuisance and shall be abated by repair, rehabilitation, demolition or removal. All septic tanks and cesspools shall be pumped and filled, by the permit holder, when connecting to an existing public sewer system**.**

ARTICLE NINE > 2021 INTERNATIONAL PLUMBING CODE > CHAPTER 2 DEFINITIONS > SECTION 202 GENERAL DEFINITIONS > Amend as follows:

Add the following Definitions - To read as follows:

COOKING ESTABLISHMENTS. Occupancy types that contain, utilize or propose the use of stoves and/or fryers.

HISTORIC BUILDING. Any building or structure that is listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic places; designated as a historic property under local or state designation; certified as a contributing resource within a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed in the Alabama Register or the National Register of Historic Places

either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places.

MAIN VENT. The principle vent for a plumbing system extending full sized from the building drain, through the roof.

PLUMBING CONTRACTOR. Any individual or business licensed, registered and holding an active certification with Alabama Plumbers and Gas Fitters Examining Board, in accordance with all the statutory requirements of the State of Alabama and the City of Mobile.

PREMISES. A lot, Plot or parcel of land, easement, public way or right-of-way, including any structures thereon.

Amend the following Definitions – Amend to read as follows:

FLOOD HAZARD AREA. The area designated as a flood hazard area in accordance with the "Storm Water Management and Flood Control Ordinance" adopted and administered by the City of Mobile's Engineering Department.

INDIVIDUAL SEWAGE DISPOSAL SYSTEM. A system for disposal of domestic sewage by means of a septic tank, cesspool or mechanical treatment, designed for utilization apart from a public sewer to serve a single establishment or building. This system will be allowed only if public sewer is not available.

POTABLE WATER. Water free from impurities present in amounts sufficient to cause disease or harmful physiological effects and conforming to the bacteriological and chemical quality requirements of the Alabama Department of Environmental Management (ADEM) drinking water standards. (A.D.E.M.-Admin code R335-7).

SEWER:

Sanitary sewer. A pipe, outside the footprint of the structure, that carries sewage and excludes storm, surface and ground water.

<u>ARTICLE TEN:</u> 2021 INTERNATIONAL PLUMBING CODE > CHAPTER 3 GENERAL REGULATIONS > Amend as follows:

301 GENERAL – Amend to read as follows:

301.3 Connections to drainage system. Exception: Amend to read as follows:

Exception: Bathtubs, showers, lavatories, clothes washers and laundry trays shall discharge to the sanitary drainage system. Drainage systems referenced in Chapter 14 shall be *approved.*

SECTION 305 PROTECTION OF PIPES AND PLUMBING SYSTEM COMPONENTS – **305.4 Freezing. Amend read as follows:**

305.4.1 Sewer depth. Amend to read as follows:
305.4.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of schedule 40 pressure rated piping and have a minimum of 12 inches (305mm) cover at the point of grease trap or septic tank connection. Building sewers, less than schedule 40 pressure rated piping, or rated drain waste and vent only, that connect to public sewage systems shall have a minimum of 12" inches (458mm) cover, and shall not be placed under driveways, parking lots or areas otherwise subjected to vehicular or heavy equipment travel paths.

SECTION 307 STRUCTURAL SAFETY - Amend to read as follows:

307.6 Piping materials exposed within plenums. Amend to read as follows:
307.6 Piping materials exposed within plenums. Piping materials exposed within plenums shall comply with the provisions or the International Mechanical Code. No floor drain or other plumbing fixture shall be installed in a room containing air handling machinery when such room is used as a plenum. When rooms are used as a plenum, equipment drains shall be conveyed through an indirect waste receptor located outside such rooms or other approved point of disposal.

Add sub-paragraph 307.7 Prohibited locations. To read as follows:
307.7 Prohibited locations. No floor drain or other plumbing fixture shall be installed in a room containing air handling machinery when such room is used as a plenum. When rooms are used as a plenum, equipment drains shall be conveyed through an indirect waste receptor located outside such rooms or other approved point of disposal.

SECTION 308 PIPING SUPPORT. Amend to read as follows:

308.9 Parallel water distribution systems. Amend to read as follows:
308.9 Parallel water distribution systems. Piping bundles for manifold systems shall be supported in accordance with Table 308.5. Support at changes in direction shall be in accordance with the manufacturer's instructions. Where hot water piping is bundled with cold or hot water piping, each hot water pipe shall be insulated.

Exception: This section shall not apply to residential occupancies.

SECTION 312 TESTS AND INSPECTIONS – Amend to read as follows:

312.2 Drainage and vent water test. Amend to read as follows:

312.2 Drainage and vent water test. A water test shall be applied to the drainage system either in its entirety or in sections. If applied to the entire system, all openings in the piping shall be tightly closed, except the highest opening, and the system shall be filled with water to a point of overflow. If the system is tested in sections, each opening shall be tightly plugged except the highest openings of the section under test, and each section shall be filled with water, but no section shall be tested with less than 5-foot (1524mm) head of water. In testing successive sections, at least the upper 5 feet (1524mm) of the next preceding section shall be tested so that no joint or pipe in the building, except the uppermost 5 feet (1524mm) of the system shall have been submitted to a test of less than a 5-foot (1524mm) head of water. The water shall be kept in the system, or in the portion under test, for at least 15 minutes before inspection starts. The system shall then be tight at all points.

312.6 Gravity sewer test. Amend to read as follows:

312.6 Gravity sewer test. The Code Official may require a gravity sewer test that shall consist of plugging the end of the building sewer at the point of connection with the public sewer, filling the building sewer with water, testing with not less than a 5-foot (1524mm) head of water and maintaining such pressure for 15 minutes.

312.8 Storm drainage system test. Delete in its entirety.

312.9 Shower liner test. This section will be used for reference only.

312.10 Inspection and testing of backflow prevention assemblies. Delete in its entirety.

<u>ARTICLE ELEVEN:</u> 2021 INTERNATIONAL PLUMBING CODE > CHAPTER 4 FIXTURES, FAUCETS AND FIXTURE FITTINGS > Amend as follows:

SECTION 403 MINIMUM PLUMBING FACILITIES – 403.1 Minimum number of fixtures. Amend to read as follows:

403.1.1 Fixture calculations. Delete Exception #2 in its entirety.

403.1.3 Lavatory Distribution. Amend to read as follows:
403.1.3 Lavatory Distribution. Lavatory distribution shall be distributed according to Table 403.1 MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES

403.2 **Separate Facilities.** Delete Exception #6 in its entirety

SECTION 406 AUTOMATIC CLOTHES WASHERS - Amend to read as follows:

Add sub-paragraph 406.3 Washing machine standpipe. To read as follows:
406.3 Washing machine standpipe. Standpipe shall not terminate less than 34 inches above finished floor.

413 FLOOR AND TRENCH DRAINS - Amend to read as follows:

413.3 Size of floor drains. Amend to read as follows:
413.3 Size of commercial floor drains. Floor drains, trench drains and floor sinks, in commercial occupancies, shall have a minimum of 3-inch diameter (76 mm) drain outlet and opening**.**

Add sub-paragraph 413.5 Restrooms with urinals - To read as follows:
413.5 Restrooms with urinals. In restrooms with urinals, other than residential, floor drains shall be provided. Installation shall be in accordance with chapters 413.1, 413.2, and 413.3, and floors shall be sloped to the drain.

SECTION 416 FOOD WASTE DISPOSER UNITS - Amend to read as follows:

416.2 Domestic Food Waste Disposer Waste Outlets. Amend to read as follows:
416.2 Domestic Food Waste Disposer Waste Outlets. Domestic food waste disposers shall be connected to a trap and/or drain of not less than 2 inches (51mm) in diameter

416.3 Commercial Food Waste Disposer Waste Outlets. **Amend to read as follows:**
416.3 Commercial Food Waste Disposer Waste Outlets. Commercial food waste disposers shall be connected to a drain/trap not less than 2 inches (51mm) in diameter. Commercial food waste disposers shall be connected and trapped separately from any other fixtures or sink compartments.

SECTION 420 MANUAL FOOD AND BEVERAGE DISPENSING EQUIPMENT - Amend to read as follows:

Add sub-paragraph 420.2 Waste drains. To read as follows:

420.2 Waste drains. Waste drains for manual food and beverage dispensing equipment shall discharge to the grease trap.

SECTION 421 SHOWERS - Amend to read as follows:

421.3 Shower waste outlet. **Amend to read as follows:**

421.3 Shower waste outlet. Waste outlets serving showers shall be at least 2 inches (51mm) in diameter and for other than waste outlets in bathtubs, shall have removable strainers be not less than 3 inches in diameter with strainer openings not less than 0.25 inches in minimum dimension. Where each shower space is not provided with an individual waste outlet, the waste outlet shall be located and the floor pitched so that waste from one shower does not flow over the floor area serving another shower. Waste outlets shall be fastened to the waste pipe in an approved manner.

SECTION 421 SHOWERS > 421.4 Shower compartments. > 421.4.1 Floor and wall areas. Amend to read as follows:

Add sub-paragraph 421.4.1.1 Tub and Shower Wall or Surround Replacement. To read as follows:

421.4.1 Tub and Shower Wall or Surround Replacement. Where the wall or surround for a tub and/or shower is removed, a new valve shall be installed that complies with Section 412.

ARTICLE TWELVE: 2021 INTERNATIONAL PLUMBING CODE > CHAPTER 5 WATER HEATERS > Amend as follows:

SECTION 501 GENERAL - Amend to read as follows:

501.4 Location. Amend to read as follows:

501.4 Location. Water heaters and storage tanks shall be located and connected so as to provide ready access for observation, maintenance, servicing and replacement. All tank type water heaters and storage tanks located in attics or any overhead locations shall be accessible by a permanent fixed staircase.

Exception: 20 gallon and smaller, tank style heaters, may be installed on mezzanines without a permanent stair case. Additional disconnects will be required 6 feet maximum above finished floor so that direct access to the heater space will not be required to disconnect the appliance from water, gas and/or electricity. Access panels for the disconnects shall be marked with "factory" type labels.

Tankless style heaters shall be allowed in attic spaces provided they have a pan and meet the requirements listed in 502.3. Water heaters shall not be installed above drop ceilings.

SECTION 502 INSTALLATION - Amend to read as follows:

502.1 General. Amend to read as follows:
502.1 General. Water heaters shall be installed in accordance with the manufacturer's installation instructions. Oil-fired water heaters shall conform to the requirements of this Code and the 2021 International Mechanical Code. Electric water heaters shall conform to the requirements of this Code and provisions of the 2020 National Electrical Code. Gas fired water heaters shall conform to the requirements of the 2021 International Fuel Gas Code.

502.3 Water heaters installed in attics. Amend to read as follows:
502.3 Water heaters installed in attics. Attics containing a water heater shall be provided with a readily accessible opening and unobstructed passageway large enough to allow removal of the water heater. For tank type water heaters and storage tanks, the opening shall be accessed by a permanently fixed staircase **(**See exception in 501.4**)**. The passage way shall not be less than 30 inches (762mm) high and 22 inches (559mm) wide and not more than 20' feet (6096mm) in length when measured along the center line of the passage way from the opening to the water heater. The passage way shall have continuous solid flooring not less than 24 inches (610mm) wide. A level service space at least 30 inches (762mm) deep and 30 inches (762mm) wide shall be present at the front or service side of the water heater. The clear access opening shall be of sufficient dimensions to allow removal and replacement of the water heater, but in no case less than 20 inches by 30 inches (508mm by 762mm).

Add sub-paragraph 502.6 Prohibited locations. **To read as follows:**
502.6 Prohibited locations. Water heaters using solid, liquid or gas fuel shall not be located in sleeping rooms, bathrooms, toilet rooms, storage closets or surgical rooms, or in a space that opens only into such rooms or spaces. Appliances shall not be located in a room containing air-handling machinery/equipment where that room is used as a plenum.

SECTION 503 CONNECTIONS - Amend to read as follows:

Add sub-paragraph 503.3 Non-metallic pipe. To read as follows:
503.3 Non-metallic pipe. Non-metallic pipe shall not be installed within 6" inches (152mm) of the inlet, outlet, or vent of any water heater. Exceptions shall be made for *approved* transition fittings, on electric heaters, that comply with this code and the manufacturer's installation instructions. Documentation from manufacturer required.

SECTION 504 SAFETY DEVICES - Amend to read as follows:

504.2 Vacuum relief valve. Amend to read as follows:

504.2 Vacuum relief valve. Bottom fed water heaters and bottom fed tanks connected to water heaters shall have a vacuum relief valve installed. The vacuum relief valve shall comply with ANSI Z21.22. The cold-water piping shall rise above the top of the water heater, to the vacuum relief valve before connecting to the tank inlet.

504.3 Shutdown. Amend to read as follows:

504.3 Shutdown. A means of disconnecting an electric hot water supply system from its power supply shall be provided. A disconnect switch shall be provided in accordance with 404.9.1 of the IECC and the 2020 National Electrical Code. A separate valve shall be provided to shut off the fuel supply to all other types of hot water supply systems. Required electrical disconnect, timers, controls and fuel shut off shall be located within 6 feet (1524mm) of the water heater and a maximum of 6 feet (1524mm) above finished floor with identifying label.

504.6 Requirements for discharge piping. Amend to read as follows:

504.6 Amend item #5 to read: Discharge to a waste receptor or to the outdoors only.

504.7 Required Pan. Amend to read as follows:

504.7 Required pan. Where water heaters or hot water storage tanks that are installed in locations where leakage of the tanks or connections will cause damage, the tank or water heater shall be installed in a pan that complies with the requirements of the *2021 International Plumbing Code.*

504.7.1 Pan size and drain. Amend to read as follows:

504.7.1 Pan size and drain. The pan shall not be less than 1 1/2 inches (38mm) deep and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect, hot rated waste pipe, having a minimum diameter of 1 inch (25.4mm).

Add SECTION 506 MINIMUM CAPACITIES – To read as follows:

Add sub-paragraph 506.1 Residential. To read as follows:

506.1 Residential. Water heaters installed in residential occupancies shall be sized in accordance with TABLE 506.

Add sub-paragraph 506.2 Commercial. To read as follows:

506.2 Commercial. Water heaters installed in commercial occupancies shall be sized by a qualified design professional, licensed in the State of Alabama. All food establishments shall have a 30-gallon minimum or equal. This includes coffee shops, smoothie or ice cream shops and similar establishments that are in the business of serving food or drinks.

Add TABLE 506 MINIMUM CAPACITIES FOR WATER HEATER to read as follows:

TABLE 506

MINIMUM CAPACITIES FOR WATER HEATER[1]

FUEL		GAS	ELECT.	OIL	GAS	ELECT.	OIL	GAS	ELECT.	OIL	GAS	ELECT.	OIL
NUMBER OF BEDROOMS			1			2			3				
1 to 1 ½ Baths	Storage(gph)	20	20	30	30	30	30	30	40	30			
	Input	27	2.5	70	36	3.5	70	36	4.5	70			
	Draw(gph)	43	30	89	60	44	89	60	58	89			
	Recovery(gph)	23	10	59	30	14	59	30	18	59			
NUMBER OF BEDROOMS			2			3			4			5	
2 to 2 ½ Baths	Storage(gph)	30	40	30	40	50	30	40	50	30	50	66	30
	Input	36	4.5 58	70	36	5.5 72	70	38	5.5 72	70	47	5.5 88	70
	Draw(gph)	60	18	89	70	22	89	72	22	89	90	22	89
	Recovery(gph)	30		59	30		59	32		59	40		59
NUMBER OF BEDROOMS			3			4			5			6	
3 to 3 ½ Baths	Storage(gph)	40	50	30	50	66	30	50	66	30	50	80	40
	Input	38	5.5	70	38	5.5	70	47	5.5	70	50	5.5	70
	Draw(gph)	72	72	89	82	88	89	90	88	89	92	102	99
	Recovery(gph)	32	22	59	32	22	59	40	22	59	42	22	59

1 gph = 1.05 mL/s

Note:

1. Storage capacity, input and the recovery requirements indicated in the table are typical and may vary with each individual manufacturer. Any combination of these requirements to produce the 1-hour draw stated shall be satisfactory. Recovery is based on 100°F (37.8°C) water temperature rise. The input rating is in units of one thousand BTUs per hour for gas and oil, and one thousand watts per hour for electric.

Example: For a 3-bedroom, 2 bath residence there are three choices as follows: A 40-gal storage/30gph recovery gas heater; a 50-gal storage/22gph recovery electric heater; or a 30-gal storage/59gph recovery oil heater; or an equivalent combination which will produce at least a 70 gph total draw.

ARTICLE THIRTEEN: 2021 INTERNATIONAL PLUMBING CODE > CHAPTER 6 WATER SUPPLY AND DISTRIBUTION > Amend as follows:

SECTION 602 WATER REQUIRED - Amend to read as follows:

602.3 Individual Water Supply. Amend to read as follows:
602.3 Individual Water Supply. Every building in which plumbing fixtures are installed and all premises having water piping shall be connected to public water, where available. Where potable public water supply is not available, individual sources of potable water supply shall be *approved*.

SECTION 603 WATER SERVICE - Amend to read as follows:

603.1 Size of water service pipe. Amend to read as follows:
603.1 Size of water service pipe. The water service pipe and fixtures shall be sized to supply water to the structure in the quantities and at the pressures required by this Code. The minimum inside diameter of the water service shall be ¾ inch (19.1mm).

Add sub-paragraph 603.1.1 Fittings. To read as follows:
603.1.1 Fittings. All service lines with insert fittings having less than ¾ inch (19.1mm) inside diameter shall require a minimum of 1-inch (25.4mm) pipe to the first manifold or water heater.

Add Paragraph 603.2 Separation of water service and building sewer. Exception: To read as follows:

603.2 Separation of water service and building sewer.

Exception: This does not apply to force main or pressurized sewers; a separate ditch is required.

603.2.1 Water service near sources of pollution. Amend to read as follows:
603.2.1 Water service near sources of pollution. Potable water services pipes shall be separated from septic tanks, and septic tank disposal fields in accordance with Alabama Department of Public Health (ADPH) rules. See section 605.1 for soil and ground water conditions.

SECTION 604 DESIGN OF BUILDING WATER DISTRIBUTION SYSTEM Amend to read as follows:

604.1 General. Amend to read as follows:

Add sub-paragraph 604.1.1 Piping below slab. To read as follows:
604.1.1 Piping below slab. All piping below slab shall be seamless tubing.

604.3 Water distribution system design criteria. Amend to read as follows:

604.3 Water distribution system design criteria. The water distribution system shall be designed, and pipe and fitting sizes shall be selected such that under conditions of peak demand, the capacities at the fixture supply pipe outlets shall not be less than shown in Table 604.3. The minimum flow rate and flow pressure provided to the fixtures and appliances not listed in table 604.3 shall be in accordance with manufacturer's installation instructions. All systems utilizing insert type fittings that reduce the inside diameter of the pipe shall be limited to 1 fixture per 1/2 inch or less supply piping.

SECTION 605 MATERIALS, JOINTS AND CONNECTIONS - Amend to read as follows:

TABLE 605.3 WATER SERVICE PIPE - Amend as follows:
Delete: Acrylonitrile butadiene styrene (ABS) plastic pipe and galvanized steel.

TABLE 605.4 WATER DISTRIBUTION PIPE - Amend as follows:
Delete: Galvanized steel pipe.

TABLE 605.5 PIPE FITTINGS - Amend as follows:
Delete: Acrylonitrile butadiene styrene (ABS) plastic pipe

SECTION 607 HOT WATER SUPPLY SYSTEM - Amend to read as follows:

607.2 Hot or tempered water supply to fixtures. Amend to read as follows:
607.2 Hot or tempered water supply to fixtures. The developed length of hot or tempered water piping, from the source of hot water to the fixtures that require hot or tempered water, shall not exceed 50 feet (15 240 mm). Recirculating system piping and heat-traced piping shall be considered to be sources of hot or tempered water.

Exception: In residential occupancies the developed length of hot or tempered water piping from water heater to the fixture shall not exceed 100 feet.

SECTION 608 PROTECTION OF POTABLE WATER SUPPLY - Amend to read as follows:

608.18 PROTECTION OF INDIVIDUAL WATER SUPPLIES – Amend to read as follows:

608.18 Protection of individual water supplies. This section is for reference only; individual water supplies are regulated by the Alabama Department of Environmental Management (ADEM).

TABLE 608.18.1 for reference only.

TABLE 608.18.1
DISTANCE FROM CONTAMINATION TO PRIVATE
WATER SUPPLIES AND PUMP SUCTION LINES

SOURCE OF CONTAMINATION	DISTANCE (feet)
Barnyard	100
Farm silo	25
Pasture	100
Pump house floor drain of cast iron draining to ground surface	2
Seepage pits	100
Septic tank	50
Sewer	10
Subsurface disposal fields	100
Subsurface pits	100

For SI: 1 foot = 304.8mm.

ARTICLE FOURTEEN: 2012 INTERNATIONAL PLUMBING CODE > CHAPTER 7 SANITARY DRAINAGE > Amend to read as follows:

SECTION 701 GENERAL - Amend to read as follows:

701.2 Connection to sewer required. Amend to read as follows:
701.2 Connection to Sewer required. Every building in which plumbing fixtures are installed and all premises having drainage piping shall be connected to a public sewer, where available. An approved private sewage disposal system in accordance with Alabama Department of Public Health rules shall be required where public sewer is not available.

Exceptions:
1. Alternative materials, design and methods of construction and equipment shall be *approved***.** **(**Also see 301.3)

2. At the time of adoption of this Code, existing private sewage systems shall be allowed to remain in use until failure or repairs are necessary. Then connection to public sewer shall be required if it is available.

SECTION 702 MATERIALS –Amend to read as follows:

TABLE 702.1 ABOVE-GROUND DRAINAGE AND VENT PIPE
Delete: Acrylonitrile butadiene styrene (ABS) plastic pipe and galvanized steel pipe.

702.2 Underground building sanitary drainage and vent pipe. Amend to read as follows:

Add sub-paragraph 702.2.1 Minimum size. To read as follows:
702.2.1 Minimum size. The minimum pipe size installed underground in a sanitary drainage system, within a building, shall be 2 inch (50.8mm) nominal pipe size.

TABLE 702.2 UNDERGROUND BUILDING DRAINAGE AND VENT PIPE
Delete: Acrylonitrile butadiene styrene (ABS) plastic pipe.

TABLE 702.3 BUILDING SEWER PIPE
Delete: Acrylonitrile butadiene styrene (ABS) plastic pipe.

TABLE 702.4 PIPE FITTINGS
Delete: Acrylonitrile butadiene styrene (ABS) plastic pipe.

SECTION 705 JOINTS > Amend to read as follows:

705.10 PVC plastic. 705.10.1 Mechanical joints. Amend to read as follows:
705.10.1 Mechanical Joints. Mechanical joints on drainage pipes of the same diameters shall consist of an elastomeric sealing sleeve and a metallic shield that comply with CISPI 310, ASTM C1277 or ASTM C1540. The elastomeric sealing sleeve shall conform to ASTM C564 or CSA B602 and shall be provided with a center stop. Alternative methods or materials shall be *approved.*

705.11 Vitrified clay. Amend to read as follows:
705.11 Vitrified clay. Mechanical joints on drainage pipes of the same diameters shall consist of an elastomeric sealing sleeve and a metallic shield that comply with CISPI 310, ASTM C1277 or ASTM C1540. The elastomeric sealing sleeve shall conform to ASTM C564 or CSA B602 and shall be provided with a center stop. Alternative methods or materials shall be *approved.*

SECTION 706 CONNECTIONS BETWEEN DRAINAGE PIPING AND FITTINGS - Amend to read as follows:

706.4 Heel- or side-inlet quarter bends. Delete in its entirety.

SECTION 707 PROHIBITED JOINTS AND CONNECTIONS – To read as follows:

Add 707.1 Prohibited joints #7. To read as follows:

707.1 Prohibited joints #7. Connections between drain and waste pipes, of the same diameter, without an approved shield.

SECTION 708 CLEANOUTS – 708.1 Cleanouts required. - 708.1.1 Horizontal drains and building drains. Amend to read as follows:

Add sub-paragraph 708.1.1.1 Kitchen sink Cleanouts. To read as follows:
708.1.1.1 Kitchen Sink Cleanouts. A cleanout shall be required where the stack serving the kitchen sink is located on an exterior wall, or where the stack is located in a wall that is shared with the garage or storage room outside of the insulated building envelope. The cleanout shall be located above the horizontal connection of the drain arm to the stack, and shall open to the outdoors, garage or storage room.

Add 708.1.9 Installation arrangement. Exception #3. To read as follows:
708.1.9 Exception #3. Building sewer and property service lateral connection. There shall be a two way clean out fitting located at the sewer conjunction of service lateral and building sewer outside of right of way. Clean-out shall be installed on the lateral before any vertical or horizontal off-sets are made.

SECTION 709 FIXTURE UNITS – Amend as follows:

TABLE 709.1 DRAINAGE FIXTURE UNITS FOR FIXTURES AND GROUPS. Amend to read as follows:

Kitchen sink, domestic - Minimum size of trap (inches) shall be 2 (50.8mm).

Kitchen sink, domestic with food waste disposer, dishwasher or both - Minimum trap size (inches) shall be 2 (50.8mm).

Add: Domestic style breakroom sinks in commercial occupancies- Minimum trap size (inches) shall be 2 (50.8mm).

SECTION 710 DRAINAGE SYSTEM SIZING - Amend to read as follows:

TABLE 710.1. (1) BUILDING DRAINS AND SEWERS - To read as follows: Add Notes to TABLE 710.1 (1) as follows:

b. The maximum number of water closets on a 3-inch (76.2mm) pipe shall be 3.
c. No building sewer shall be less than 4-inch (101.6mm) diameter.
d. Minimum size of building drain, in a commercial building, shall be a minimum of 4 inches (101.6mm). and installed to the first restroom or bathroom group
e. The pipe size for the main building drain or main branch, for the grease waste system, shall be 4" minimum (101.6mm).

SECTION 714 BACKWATER VALVES - Amend to read as follows:

Paragraph 714.1 Sewage backflow. Amend to read as follows:
714.1 Sewage backflow. Where a plumbing drainage system may be subject to a back-flow of sewage including, but not limited to the installation fixtures below the level of the nearest upstream manhole cover, suitable provisions shall be made by the contractor or property owner, to prevent all on-premise (private property) generated effluent from entering the building. For off-premise generated effluent (not private property) either the owner, contractor, or, if part of the public sewer system, the public sewer authority may be required to install overflow protection for the premises. Check valves or mechanical devices shall not be allowed in the sanitary sewer system without approval of the Code Official.
EXCEPTION: Shall be left as written in the code

ARTICLE FIFTEEN: 2021 INTERNATIONAL PLUMBING CODE > CHAPTER 8 INDIRECT/SPECIAL WASTE > Amend as follows:

SECTION 802 INDIRECT WASTES –802.1 Where required. - Amend to read as follows:

802.1.2 Floor drains in food storage areas. Exception. - Amend as follows:

802.1.2 Floor drains in food storage areas. **Exception**. Delete in its entirety.

802.1.4 Swimming pools. Amend to read as follows:
802.1.4 Swimming Pools. Where waste water from swimming pools, backwash from filters and water from pool deck drains discharge to the building drainage system, the discharge shall be through an indirect waste pipe by means of an air gap into a waste receptor. This waste receptor may connect to city sewer OR on-site irrigation. All discharged waste to irrigation shall comply with ADEM rules and regulations. Pool waste shall not be placed on streets, on or across neighboring properties, or any place in the estimation of the Code Official where it is considered a nuisance.

802.4 Waste receptors. Amend to read as follows:

802.4.2 Hub drains. To read as follows:
802.4.2 Hub Drains. A hub drain shall be in the form of a hub or a pipe extending not less than 1 inch (25mm) above a water-impervious floor. Hub drains shall have a minimum opening diameter of 4 inches (101.6mm) unless otherwise *approved*.

<u>ARTICLE SIXTEEN:</u> 2021 INTERNATIONAL PLUMBING CODE > CHAPTER 9 VENTS > Amend as follows:

SECTION 903 VENT TERMINALS – 903.1 Vent terminal required. - Amend to read as follows:

903.1.1 Roof extension unprotected. Amend to read as follows:
903.1.1 Roof extension unprotected. All open vent pipes that extend through a roof shall be terminated not less than 6 inches (152mm) above the roof.

SECTION 906 VENT PIPE SIZING – 906.1 Size of stack vents and vent stacks. Amend as follows:

Add sub-paragraph 906.1.1 Minimum size. To read as follows:
906.1.1 Minimum size. Every building in which plumbing is installed shall have at least one stack the size of which is not less than 3 inches (76mm) in diameter. Such stack shall run undiminished in size and as directly as possible from the building drain through to the open air or to a vent header that extends to the open air. The main stack vent in a detached garage or other accessory building with 10 Drainage Fixture Units or less may be 2 inches.

SECTION 909 FIXTURE VENTS – Amend as follows:

909.1 Distance of trap from vent. Exception - Amend as follows:
909.1 Distance of trap from vent. Exception - Delete Exception in its entirety**.**

SECTION 912 – WET VENTING – 912.1 Horizontal wet vent permitted. –

Add sub-paragraph 912.1.1 VERTICAL WET VENT PERMITTED. Exception –To read as follows:

912.1.1 Vertical wet vent permitted.
Exception: Where a kitchen sink, with or without a dishwasher and/or disposal, is located on a common wall with a single bathroom group, that is vented by a single minimum 3" (76mm) vertical wet vent, such sink shall be allowed to discharge into that 3" (76mm) minimum size vertical stack. Automatic clothes washers shall not discharge into this arrangement.

SECTION 916–ISLAND FIXTURE VENTING > Amend as follows:

Add sub-paragraph 916.4 Optional Island Fixture Vent Permitted. To read as follows: 916.4 Optional Island Fixture Vent Permitted. A combination waste and vent is allowed for an island kitchen sink provided the vertical and horizontal drain is a minimum of 3" (76mm) in diameter, the horizontal drain is within 15' (9.7m) of a vent or vented branch and a clean-out is provided on top of the 3 inch tee. If the upstream vent connection is an automatic clothes washer, that washer branch shall be 3" (76mm) minimum, up to and including, the horizontal to vertical 90°. Island vents used for applications other than island sinks shall be *approved.*

SECTION 917 SINGLE STACK VENT SYSTEM - Delete in its entirety.

SECTION 918 AIR ADMITTANCE VALVES – 918.1 General. – Amend as follows:

Add sub-paragraph 918.1.1 Connection. To read as follows:
918.1.1 Connection. Air admittance valves may be used only with prior approval of the Code official.

<u>ARTICLE SEVENTEEN:</u> 2021 INTERNATIONAL PLUMBING CODE > CHAPTER 10 > TRAPS, INTERCEPTORS AND SEPARATORS > SECTION 1003 INTERCEPTORS AND SEPARATORS > Amend as follows:

1003.1 Where required. Amend to read as follows:
1003.1 Where required. In addition to the requirements of this code, *properly sized* interceptors shall be required for cooking establishments, dumpsters serving cooking establishments and all three (3) basin sinks.

1003.3 Grease interceptors. – **1003.5 Hydromechanical grease interceptors, fats, oils and greases disposal systems and automatic grease removal devices**. - **Paragraph 1003.3.5.1 Grease Interceptor Capacity. Amend to read as follows:**

1003.3.5.1 Grease interceptor capacity. Grease interceptors shall have the grease retention capacity indicated in Table 1003.3.5.1 for flow-through rates indicated. The minimum capacity requirement shall comply with Table 1003.3.5.1, unless designed by a qualified design professional licensed in the State of Alabama.

TABLE 1003.3.5.1 GREASE INTERCEPTOR CAPACITY - Amend to read as follows:
TABLE 1003.3.5.1A CITY OF MOBILE APPROVED GREASE TRAP SIZING FORMULA
Note: add 25 seats for each drive through

CODE	*EXPLANATION*
D	Total number of seats
MF	Meal Factor, based on establishment type and average time per meal 1.33 Fast Food/Cafeteria (45 min) 1.00 Restaurant (60 min) 0.67 Leisure Dining (90 min) 0.50 Dinner Club (120 min)
GL	Gallons of wastewater per meal 6 With dishwashing machine 5 Without dishwashing machine 2 Single service kitchen 1 Food Waste Disposal
RT	Retention time 2.5 Commercial kitchen 1.5 Single service kitchen
ST	Storage factor, based on hours of operation 1.0 Operation of 8 hours 1.5 Operation of 12 hours 2.0 Operation of 16 hours 2.5 Operation of 24 hours 1.5 Single service kitchen

Notes: 1. Minimum grease interceptor size, if connected to a septic tank system shall be determined by the Board of Health on site division.

2. Minimum grease interceptor size, if connected to public sewer, shall be 1,000 gallons, unless designed by a qualified design professional, licensed in the State of Alabama. A letter from the engineer and owner(s) will be required.

3. The minimum grease trap size required is the size as determined by the above formula. If this size, as determined by the formula, is less than 500 gallons, then the grease trap size shall be 500 gallons minimum, unless designed by a qualified design professional, licensed in the State of Alabama. The latter will require a letter from the engineer and business owner.

4. The construction plans submitted with the permit application shall show the capacity of the grease interceptor and the above grease interceptor capacity formula with all formula code values identified.

5. If there are no customers seats (carryout facility) use 25 for the number of seats. Add 25 seats to facilities that have a drive-thru, unless they have no seats. If the facility is a

church, hospital, nursing home, school or daycare, the calculation will be 3 gallons per meal served at meal time. For example, if a school has 2000 students they will need 6000-gals GT capacity (Per MAWSS).

Add sub-paragraph 1003.3.5.3 Grease interceptor sizing. To read as follows:
1003.3.5.3 Grease interceptor sizing. Grease trap (GT) size or grease interceptor (GI) capacity shall be determined by using the following formula and table:

D x MF x GL x RT x ST= GT size (gallons)

*****For 3 basin sinks and interceptors other than ones intended for an entire cooking facility:**

Basin length (inches) x Width (inches) x Depth (inches) = Basin Cubic Inches
Basin Cubic Inches x Total number of Basins= Total Cubic Inches
Divide Total Cubic Inches by 231= GPM
GPM x 0.75 = Adjusted GPM
GPM x 1 = Flow Rate Capacity (gpm.)

*******The resulting GPM is the required flow rate to drain the sink in one minute

Add sub-paragraph 1003.3.5.4 Baffling Requirements for unmarked (no ASTM#) Grease Interceptors. To read as follows:
1003.3.5.4 Baffling Requirements for unmarked (no ASTM#) Grease interceptors. All grease interceptors shall have a minimum of two (2) baffles. The nearest baffle from entry point of effluent shall allow flow under the baffle wall. The second baffle will allow flow over the top of baffle wall. Inlet tees shall have a drop pipe a min. of 12 inches long. Exit fittings (tees) shall have a drop pipe that extends to within 12 inches of bottom of tank. Suitable room for rodding must be allowed at top of each tee. All grease interceptors shall be accessible for pumping and cleaning with access covers at each end of trap.

Add sub-paragraph 1003.3.5.5 Grease Interceptor Sampling Port. To read as follows:
1003.3.5.5 Grease Interceptor Sampling Port. A clean out shall be installed immediately downstream of the grease interceptor for the purpose of acquiring grease interceptor effluent samples. The clean-out tee and the clean-out riser shall be one pipe size larger than the discharge piping serving the grease trap.

<u>ARTICLE EIGHTEEN:</u> 2021 INTERNATIONAL PLUMBING CODE > CHAPTER 11 STORM DRAINAGE > Amend as follows:

SECTION 1101 GENERAL - Amend to read as follows:

Add Paragraph 1101. Storm Water Drain Ordinance. To read as follows:
1101. Storm Water Drain Ordinance. This chapter is adopted for reference purposes only; Refer to the "Storm Water Management and Flood Control Ordinance" enforced by the City of Mobile Engineering Department.

ARTICLE NINETEEN: Amend CHAPTER 12 SPECIAL PIPING AND STORAGE SYSTEMS to read as follows:

Chapter 12 Special Piping and Storage – Delete in its entirety.

ARTICLE TWENTY: Amend CHAPTER 14 SUBSURFACE GRAYWATER SOIL ABSORBTION SYSTEMS > SECTION 1401 GENERAL > 1401.1 Scope. > Amend as follows:

Add sub-paragraph 1401.1.1 Approval. To read as follows:
1401.1.1 Approval. Chapter 14 may only be used with prior approval of the Code Official.

ARTICLE TWENTY-ONE: SEPARATION CLAUSE. If any section, subsection, sentence, clause, or phrase of this Code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code. The City Council of the City of Mobile hereby declares that it would have passed this Code and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, or phrases be declared unconstitutional.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 1:30 PM
Legal	Kern, Chris	Approved	10/27/2022 - 2:00 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:41 PM

THE CITY OF MOBILE, ALABAMA

FIRE, BUILDING AND MUNICIPAL ENFORCEMENT
2021 CODE UPDATE

October 27, 2022

Mobile City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

In coordination with the Fire Bureau, Build Mobile Inspection Services and Municipal Enforcement departments, along with support from the abbreviated Codes Review Committee, the City of Mobile is proposing the adoption of the following codes:

2021 International Fire Code
2021 International Building Code
2021 International Residential Code
2021 International Existing Building Code
2021 International Mechanical Code
2020 National Electric Code
2021 International Plumbing Code
2021 International Fuel Gas Code and the
2021 International Property Maintenance Code

For your review and consideration, copies of the new ordinance are attached. Also, please find enclosed a summary document which provides an overview of the codes review process, review committee participation, as well as the process timeline.

If you have any specific questions or concerns, please let me know. As always, thank you for your support.

Sincerely,

Shayla Jones Beaco

Shayla Jones Beaco
Build Mobile

Attachments

City of Mobile
Code Adoption Summary

Purpose and Intent

For the City of Mobile to adopt the most current 2021 Construction/Trade, Fire and Property Maintenance Codes, bringing our regulations in-line with the State of Alabama and more in sync with surrounding communities. Updated code adoption is necessary for the safety and protection of property and is inclusive of new products and new construction techniques that can make construction more cost effective and efficient.

The City of Mobile Fire Department is required to update the codes in in order to keep their ISO 1 Rating.

Codes to be Adopted			
Code	Department	Current Year	Year to Adopt
International Fire Code (IFC)	Fire	2012	2021
International Building Code (IBC)	Inspections: Building	2012	2021
International Residential Code (IRC)	Inspections: Building	2012	2021
International Existing Building Code (IEBC)	Inspections: Building	2012	2021
International Mechanical Code (IMC)	Inspections: Mechanical	2012	2021
National Electric Code (NEC)	Inspections: Electrical	2014	2020
International Plumbing Code (IPC)	Inspections: Plumbing	2012	2021
International Fuel Gas Code (IFGC)	Inspections: Mechanical/Plumbing	-	2021
International Property Maintenance Code (IPMC)	Municipal Enforcement	2015	2021

Ordinance Review Process

Fall 2021 & Spring 2022: Internal teams reviewed published Significant Changes from each code series and complied the changes into a document. Build Mobile worked directly with City Legal to draft the updated ordinances.

May 12, 2022: City staff held a meeting with the designees from the following trade organizations, per the ordinance, in addition to a representative from the Fire and Plumbing industry. The meeting involved an overview of the Significant Changes by the applicable department(s), with discussion. Questions and issues brought up by the Review Committee were answered by City Departments and/or brought back to the City staff for more discussion, and in turn, communicated back to the Review Committee.

Review Committee: Organization or Trade representatives		City Staff (participating)	
Mark M. Aldred	Mobile Chapter of AIA	Shayla Beaco	Ex. Director Build Mobile
Roger Smith, PE	Mobile Chapter ASPE	Marion McElroy	Sen. Director Build Mobile
Rick Lambert	Mobile Building Trades Council	Todd McClung	Dep Dir Inspection Services
Johnny Murphy	Association of General Contractors	Wendy Mead	Chief Electrical Inspector
Vince Lacoste	Home Builders Association of Mobile	Bob Scroggins	Chief Mechanical Inspector
Rick True	Air Conditioning Contractors Assoc.	Joe Alexander	Chief Plumbing Inspector
Stewart Brooks	Mobile Chapter of NECA	Brenda Moses, Sam Allen	Fire Bureau
Ken Trawick	Master Plumber	David Daughenbaugh	Property Maintenance
Dylon McKeough	Fire Consultant	Cherlina Monteiro	City Legal

August & September 2022: City staff held in-person meetings with each City Council member where the intent and process was explained and discussed. Several Council members identified industry professionals that they wished to be included in the adoption discussion. City staff reached out to each named professional and received verbal support of the adoption from each of them.

Points of Interest

- The City of Mobile proposes adoption of the Fortified Roof Coastal Supplement.
- In accordance with the recommendations of the NFPA and the NEC, the City of Mobile is proposing to include the new mechanical GFCI requirements but will delay enforcement until a future date set forth in the ordinance. This delay will allow the electrical trade industry and manufacturers time to align with the new requirements.
- The Fuel Gas Code drawings will be required for all commercial projects, new residential and complete system replacements. Options include a certified State of Alabama Master Gas Fitter or registered design professional.

AN ORDINANCE TO AMEND CHAPTER 52, ARTICLE 1 OF THE MOBILE CITY CODE

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: Code and Appendices. That pursuant to Alabama Code Section 11-45-8 (1975), the *2021 Edition of the International Property Maintenance Code* and Appendices, as amended and contained in this ordinance, which has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama, on _____**,** 2022, is hereby adopted as "The Property Maintenance Code of the City of Mobile." The ordinance will become effective sixty (60) days after adoption by the City Council.

ARTICLE TWO: Published Ordinance. A copy of this ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said 2021 International Property Maintenance Code to be published in a newspaper, nor shall the same be spread at length upon the Minutes of this Council, but this ordinance shall be recorded in said minutes.

ARTICLE THREE: Effective Date. The said *Property Maintenance Code of the City of Mobile* shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

CHAPTER 52, ARTICLE ONE, of the Mobile City Code, is hereby amended to read as follows:

SECTION 101 SCOPE AND GENERAL REQUIREMENTS

101.1 Title. These regulations shall be known as the *Property Maintenance Code* of the City of Mobile, hereinafter referred to as "this code."

101.2 Scope. The provisions of this code shall apply to all existing residential and nonresidential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities for light, *ventilation*, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of *owners*, an owner's authorized agent, *operator*s and *occupants*; the *occupancy* of existing structures and *premises*, and for administration, enforcement and penalties.

101.3 Purpose. The purpose of this code is to establish minimum requirements to provide a reasonable level of health, safety, property protection and general welfare insofar as they are affected by the continued *occupancy* and maintenance of structures and *premises*. Existing structures and *premises* that do not comply with these provisions shall be altered or repaired to provide a minimum level of health, safety and general welfare as required herein.

101.4 Severability. If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102 APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

102.2 Maintenance. Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the *structure* or *premises* was constructed, altered or repaired shall be maintained in good working order. An *owner*, *owner's* authorized agent, *operator* or *occupant* shall not cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the *owner* or the *owner's* authorized agent shall be responsible for the maintenance of buildings, structures and *premises*.

102.3 Application of other codes. Repairs, additions or alterations to a *structure*, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the *International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code* and NFPA 70 (National Electrical Code). Nothing in this code shall be construed to cancel, modify or set aside any provision of the *International Zoning Code*.

102.4 Existing remedies. The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure that is dangerous, unsafe and insanitary.

102.5 Workmanship. Repairs, maintenance work, alterations or installations that are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer's instructions.

102.6 Structural analysis. Where structural analysis is used to determine if an unsafe structural condition exists, the analysis shall be permitted to use nominal strengths, nominal loads, load effects, required strengths and limit states in accordance with the requirements under which the *structure* was constructed or in accordance with any subsequent requirement.

102.7 Historic buildings. The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings where such buildings or structures are judged by the *code official* to be safe and in the public interest of health, safety and welfare.

102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.8.1 and 102.8.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

102.8.1 Conflicts. Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

102.8.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.9 Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of an existing fixture, *structure* or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

102.10 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.11 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2 ADMINISTRATION AND ENFORCEMENT

SECTION 103 CODE COMPLIANCE AGENCY

103.1 General. The Code Compliance Agency for the City of Mobile is the Department of Municipal Enforcement and the official in charge thereof shall be known as the code official. The function of the department shall be the implementation, administration and enforcement of the provisions of this code.

103.2 Appointment. The code official shall be designated by the Mayor or the Mayor's designee.
103.3 Enforcement officers. In accordance with the prescribed procedures of this jurisdiction and

with the concurrence of the Mayor, the Code Official shall have the authority to designate enforcement officers, inspectors and other employees. Such employees shall have powers as delegated by the code official.

SECTION 104 FEES

104.1 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as established by the applicable governing authority.

SECTION 105 DUTIES AND POWERS OF THE CODE OFFICIAL

105.1 General. The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

105.2 Inspections. The *code official* shall make all of the required inspections, or shall accept reports of inspection by *approved* agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved* agency or by the responsible individual. The *code official* is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise, subject to the approval of the designating authority.

105.3 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a *structure* or upon a *premises* a condition in violation of this code, the *code official* is authorized to enter the structure or *premises* at reasonable times to inspect or perform the duties imposed by this code, provided that if such *structure* or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such structure or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner*, *owner's* authorized agent or other person having charge or control of the *structure* or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

105.4 Identification. The *code official* shall carry proper identification when inspecting *structure*s or *premises* in the performance of duties under this code.

105.5 Notices and orders. The *Code Official*, or his or her designee, shall issue all necessary notices of violation or orders, municipal offense tickets, citations, uniform non traffic citation and complaint, or complaints and summons to ensure compliance with this code.

105.6 Department records. The *code official* shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

105.7 Liability. The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

105.7.1 Legal defense. Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

SECTION 106 APPROVAL

106.1 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or *owner's* authorized agent, provided the *code official* shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

106.2 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not *approved*, the *code official* shall respond in writing, stating the reasons the alternative was not *approved.*

106.3 Required testing. Whenever there is insufficient evidence of compliance with the provisions of this code or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *code official* shall

have the authority to require tests to be made as evidence of compliance without expense to the jurisdiction.

106.3.1 Test methods. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an *approved* agency.

106.3.2 Test reports. Reports of tests shall be retained by the *code official* for the period required for retention of public records.

106.4 Used material and equipment. Materials that are reused shall comply with the requirements of this code for new materials. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested where necessary, placed in good and proper working condition and *approved* by the *code official*.

106.5 Approved materials and equipment. Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

106.6 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

SECTION 107 MEANS OF APPEAL - Delete in its entirety

SECTION 108 BOARD OF APPEALS

108.1 Membership of board. The Board of Appeals, herein called the Construction Board of Appeals, shall be in accordance with the applicable sections regarding appeals of the International Building Code and the Ordinance Adopting the International Building Code.

SECTION 109 VIOLATIONS

109.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

109.2 Notice of violation. The *Code Official* shall serve a notice of violation, order, or citation in accordance with Section 111.4.

109.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 111.4 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense.* If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful *occupancy* of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such *premises* shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

109.4 Violation penalties. It shall be unlawful for any person to violate any provision of this code. Upon conviction, any person violating this code shall be assessed a fine of not less than $250.00 and not more than $500.00, plus court costs and fees. Every day a violation of this code shall continue shall constitute a separate violation and offense. This section is expressly in addition to, and is not intended to limit or in any other manner affect the provisions for civil infractions in section 109.3 herein or under law.

109.5 Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal *occupancy* of a building, *structure or premises*, or to stop an illegal act, conduct, business or utilization of the building, *structure or premises*.

SECTION 110 STOP WORK ORDER

110.1 Authority. Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

110.2 Issuance. The stop work order shall be in writing and shall be given to the *owner* of the property, to the *owner's* authorized agent, or to the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

110.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

110.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.

SECTION 111 UNSAFE STRUCTURES AND EQUIPMENT

111.1 Unsafe Conditions. When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human *occupancy,* or is found unlawful, such structure shall be *condemned* pursuant to the provisions of this code.

111.1.1 Unsafe Structures. An *unsafe structure* is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants of the structure* by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

111.1.2 Unsafe Equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the *structure* which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or *structure*.

111.1.3 Structure unfit for human occupancy. A *structure* is unfit for human *occupancy* whenever the *code official* finds that such *structure* is unsafe, unlawful or, because of the degree to which the *structure* is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation,* illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the *structure* constitutes a hazard to the *occupants* of the *structure* or to the public.

111.1.4 Unlawful structure. An unlawful *structure* is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

111.1.5 Dangerous structure or premises. For the purpose of this code, any *structure* or *premises* that has any or all of the conditions or defects described as follows shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. 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. The building or *structure*, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. 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.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire- resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.
11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

111.2 Closing of vacant structures. If the structure is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the structure closed up so as to not be an attractive nuisance in accordance with 112.2.2. Upon failure of the *owner* to close up the *premises* within twenty (20) days of the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and

the cost thereof, plus a fee equal to all direct and indirect costs incurred with administration and enforcement of this section in regard of the structure, shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource. .

111.2.1 Authority to disconnect service utilities. The *code official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.8 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* and *occupant* of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner* or *occupant* of the building structure or service system shall be notified in writing as soon as practical thereafter.

111.2.2 Boarding Methods Required for Commercial Property and Residential Property.

(a) General Requirement. Unless otherwise provided in this Chapter, all property that is unsecure shall be secured by boarding unsecure windows, doors, and other openings with sheeting material in accordance with this Section. As used herein, "sheeting material" or "sheeting" means a minimum of .177-inch thick clear or semi-clear shatter-proof polycarbonate material with a strength capable of sustaining impact without breaking or shattering, absent excessive force. Sheeting shall be installed in a manner intended to provide an appearance approximating glass in the window casings and consistent in appearance with the surrounding surface in the case of all other openings that require securing. Unless otherwise granted a waiver by the *code official* from strict compliance herewith, materials such as plywood, particle board, wafer board, Masonite or other similar material shall not be used for boarding up commercial property. Property may be boarded with polycarbonate sheeting material.

(b) Boarding Standard - Windows.

i. Internal Compression Method. Windows with broken, missing, or removed glass, or that are otherwise unsecure, shall be boarded as follows:

1. All remaining broken glass shall be removed from the window opening including damaged frames as to provide a clean opening;
2. The sheeting material shall be cut to match the dimensions of the inside of the window casing so that when installed, the sheeting will fit tightly and not permit a tool to be placed behind it;
3. A ½-inch hole shall be drilled into each of the four corners of the sheeting material. The holes shall be positioned so they are no more than 1-inch from the window frame at the width and no more than 6 inches from the window sill and top frame.

4. Two solid continuous composite cross-beams shall be cut in sufficient length to be no less than 3.5 inches longer than the horizontal width of the interior window casing and extending not longer than 6 inches longer than the horizontal width of

   the interior window casing. Each cross-beam shall be predrilled with 7/16-inch holes that are positioned to match the horizontal pattern of the holes in the sheeting.

5. The sheeting shall be secured in place over the exterior of the window opening by placing a ⅜-inch corrosion resistant, smooth-head carriage bolt through each of the holes in the sheeting and then placing one washer onto each of the carriage bolts; the cross-beams shall then be aligned and affixed to such carriage bolts from the interior of the window opening. Another nut and washer shall be placed onto each of the carriage bolts and tightened with a ratchet to achieve sufficient torque and a slight deflection in the cross-beams so that the nuts cannot be loosened by hand. Once secured, no space shall exist between the sheeting and the exterior window casing. ii. Exterior Screw Method. Fixed or inoperable windows with intact glass; or windows in which the internal compression method is impractical shall be secured as follows:

1. The sheeting material shall be cut to match the dimensions of the inside of the window casing so that when installed, the sheeting will fit tightly and not permit a tool to be placed behind it;

2. Drill and countersink holes shall be made along the perimeter of the sheeting material starting with a hole at each of the four corners and adding additional holes at 10-inch increments around the perimeter of the sheeting. Minimum length 2-inch corrosion resistant security head screws shall be used in each hole to affix the sheeting to the window frame or exterior casing.

3. In the event the sheeting cannot be secured by cutting the sheeting material so as to neatly fit the inside window casing, the sheeting shall be placed over the exterior window casing such that the sheeting material covers the entire window casing and is flush with the exterior dimension of the casing. The sheeting material shall be secured with minimum length 2-inch corrosion resistant security head screws secured at the corners, and along the sheeting outer edges in 10-inch spaced increments as described in subsection (a) above. iii. Waivers. The *code official* may grant waivers from this section under, but not limited to, the following circumstances:

1. Physical characteristics which make installation of the sheeting impractical (for example, due to excessive frame, door and/or wall damage, or windows that are in an arc or other unusual inset or characteristic);

2. Economic Hardships; or,

3. Unavailability of the sheeting material.

Properties the subject of the waiver may be secured in any manner, subject to the *code official*'s approval, necessary to achieve substantive compliance with this chapter.

(c) Boarding Standard - Unsecure Doors; Sliding or Other Doors.

i. Exterior Access Door. At least one exterior door shall allow authorized persons access to the interior of the Property. Such exterior access door may be secured by:

1. Using a solid core wood or steel door with no windows or other openings in the door;

2. Or hinged sheeting material. The door shall be securely locked using a padlock and hasp assembly that is bolted through the door or sheeting material. The lock loop portion of the hasp shall be attached to the door frame using a minimum of 3-inch long security screws.

ii. Sliding glass doors and other exterior doors. Sliding glass doors or exterior doors other than the exterior access door shall be secured in the same manner as described in Section 112.2.2.(b).ii.

111.3 Record. The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy of the structure* and the nature of the unsafe condition.

111.4 Notices and orders for violations of this code. Whenever the *Code Official* determines that there has been a violation of this code, or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 114.1 and 114.2 to the *owner*, the *owner's* authorized agent or the person responsible for the violation as specified in this code.

Whenever the *code official* has *condemned* a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the *owner* or the person or persons responsible for the structure or equipment in accordance with Section 110.3. If the notice pertains to equipment, it shall also be placed on the *condemned* equipment. The notice shall be in the form prescribed in Section 111.4.1 and 111.4.2. Notices for condemnation procedures shall, except in cases of Emergency Measures as described in Section 113, also comply with Section 111.4.

111.4.1 Form. Such notice prescribed in Section 110.1 shall be in accordance with all of the following:

1. Be in writing;
2. Include a description of the real estate sufficient for identification;
3. Include a statement of the violation or violations and why the notice is being issued;
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or structure into compliance with the provisions of this code.

5. Inform the property *owner, or owner's* authorized agent of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

111.4.2 Method of service. Such notice shall be deemed to be properly served if a copy thereof is:

1. Posted in a conspicuous place in or about the structure affected by such notice; and
2. Delivered personally, or, sent by certified and first class regular U.S. mail to "occupant" at the address of the property and to the last known address of the owner(s) and all other parties with a legal interest in the property as reflected in the records of the Revenue Commissioner and Probate Court of Mobile County, Alabama.

Such notice shall be deemed to be properly served where a copy thereof is served in accordance with one of the following methods:

1. A copy is delivered personally.

2. A copy is sent by certified mail.

3. A copy is delivered in any other manner as prescribed by local law.

If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

111.5 Unauthorized tampering. Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

111.6 Transfer of ownership. It shall be unlawful for the *owner* of any *dwelling unit* or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such *owner* or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

111.7 Placarding. Upon failure of the owner, owner's authorized agent or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placarding bearing the word "Condemned" and a statement of the penalties provided for occupying the premise the premises, operating the equipment or removing the placard. Such notice shall be posted in

a conspicuous place in or about the structure affected by such notice. If the notice pertains to equipment, it shall be placed on the condemned equipment. **111.7.1 Placard removal.** The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

111.8 Prohibited occupancy. Any occupied structure *condemned* and placarded by the *code official* shall be vacated as ordered by the *code official.* Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner* or owner's authorized agent who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

111.9 Restoration or abatement. The structure or equipment determined to be unsafe by the code official is permitted to be restored to safe condition. The owner, owner's authorized agent, operator or occupant of a structure, premises or equipment deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action. To the extent that repairs, alterations, or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions, or change of occupancy shall comply with the requirements of the *International Existing Building Code*.

SECTION 112 EMERGENCY MEASURES

112.1 Imminent danger. When in the opinion of the *Code Official*, there is *imminent* danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building *occupants* or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *Code Official* is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The *Code Official* shall cause to be posted at each entrance to such structure a notice reading as follows: "This *Structure* Is Unsafe and Its *Occupancy* Has Been Prohibited by the *Code Official*." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

112.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

112.3 Closing streets. When necessary for public safety, the *code official* shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

112.4 Emergency repairs. For the purposes of this section, the code official shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

112.5 Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises or owner's authorized agent where the unsafe structure is or was located for the recovery of such costs.

112.6 Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

SECTION 113 DEMOLITION

113.1 General. The code official shall order the *owner* or *owner's* authorized agent of any premises upon which is located any structure which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the code official shall order the owner or owner's authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless approved by the building official.

113.2 Notices and orders. Notices and orders shall comply with Section 111.4

113.3 Failure to comply. If the *owner* of a *premises* or owner's authorized agent fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate**.**

113.4 Salvage materials. Where any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale

or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

CHAPTER 2 DEFINTIONS SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Residential Code, International Zoning Code* or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes ..

Exception: When used within this code, the terms unsafe and dangerous shall have only the meanings ascribed to them in this code and shall not have the meanings ascribed to them by the International Existing Building Code.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts. Whenever the words "*dwelling unit*," "dwelling," "*premises*," "building," "*rooming house*," "*rooming unit*," "*housekeeping unit*" or "story" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

SECTION 202 GENERAL DEFINITIONS

ANCHORED. Secured in a manner that provides positive connection.

APPROVED. Acceptable to the *code official*.

BASEMENT. That portion of a building which is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or *sleeping unit*.

CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for *occupancy*.

COST OF SUCH DEMOLITION OR EMERGENCY REPAIRS. The costs shall include the actual costs of the demolition or repair of the structure less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a *code official*, the governing body or board of appeals.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee *owner*(s) of the property. The *easement* shall be permitted to be for use under, on or above a said lot or lots.

EMERGENCY ESCAPE AND RESCUE OPENING. An operable exterior window, door or other similar device that provides for a means of escape and access for rescue in the event of an emergency.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

EXTERIOR PROPERTY. The open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

HABITABLE SPACE. Space in a structure for living, sleeping, eating or cooking. *Bathrooms*, *toilet rooms*, closets, halls, storage or utility spaces, and similar areas are not considered *habitable spaces*.

HAZARD LIMB. A *tree limb* the *Urban Forester* has determined to have a structural defect and location that increases the chance of falling and hitting a target. The combination of a defect and target can result in property damage or personal injury.

HAZARD TREE. A *tree* the *Urban Forester* has determined to have a structural defect and location that increases the chance of falling and hitting a target. The combination of a defect and target can result in property damage or personal injury.

HISTORIC BUILDING. Any building or structure that is one or more of the following:

1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register or state or locally designated historic district.

HOUSEKEEPING UNIT. A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a structure or *premises* of insects, rodents, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, approved agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-*labeled* items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LET FOR OCCUPANCY or LET. To permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit*, *rooming unit*, building, premise or structure by a person who is or is not the legal *owner* of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

NEGLECT. The lack of proper maintenance for a building or *structure*.

OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed *ventilation* and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a structure or *premises* which is let or offered for *occupancy*.

OWNER. Any person, agent, firm or corporation having legal title to the real property, including any mortgage holder, bank, lien holder, company, institution, individual or other entity listed in the records of the Office of the Judge of Probate of Mobile County, and/or the estate of any deceased owner(s), and/or the last assessed owner in the property tax records of the Mobile County Revenue Commissioner.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination* methods.

PREMISES. A lot, plot or parcel of land, *easement* or *public way*, including any structures thereon.

PUBLIC WAY. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, *yard* trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

STRUCTURE. That which is built or constructed.

TENANT. A person, corporation, partnership or group, whether or not the legal *owner* of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

TREE. A large woody perennial plant that grows to a mature height greater than 16 feet and typically has a single erect main stem (trunk) with side branches.

TREE LIMB. Any of the main branches arising from the main stem (trunk) of the tree.

ULTIMATE DEFORMATION. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

URBAN FORESTER. The City of Mobile employee specially trained in forestry, urban forestry, arboriculture and urbiculture, or his/her duly authorized designee.

VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD. An open space on the same lot with a structure.

CHAPTER 3 GENERAL REQUIREMENTS SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and *exterior property*.

301.2 Responsibility. The *owner* of the *premises* shall maintain the structures and *exterior property* in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit, rooming unit* or *housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit, rooming unit, housekeeping unit* or *premises* they occupy and control.

301.3 Vacant structures and land. Vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302 EXTERIOR PROPERTY AREAS

302.1 Sanitation. *Exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. *Premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: *Approved* retention areas and reservoirs.

302.3 Sidewalks and driveways. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.5 Rodent harborage. Structures and *exterior property* shall be kept free from rodent harborage and *infestation*. Where rodents are found, they shall be promptly exterminated by *approved* processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

302.7 Accessory structures. Accessory structures, including *detached* garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and *approved* for such purposes.

302.9 Defacement of property. A person shall not willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

302.10 Hazard tree. Any dead or *hazard tree* located on the *premises* which has the possibility to fall into the public way or right-of-way shall be removed. Failure to remove the *hazard tree* after receiving a notice of violation from the *urban forester* shall constitute a violation of this code section.

302.11 Hazard limb. Any dead or *hazard tree* limb 2 inches in diameter or larger that is attached to a tree located on the *premises* which has the possibility to fall into the public way or right-ofway shall be removed. Failure to remove the *hazard limb* after receiving a notice of violation from the *urban forester* shall constitute a violation of this code section.

SECTION 303 SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. An existing pool enclosure shall not be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

SECTION 304 EXTERIOR STRUCTURE

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

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;
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.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the code *official*.

304.4 Structural members. Structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls. Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent *deterioration*.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.8 Decorative features. Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.9 Overhang extensions. Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly *anchored* so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.11 Chimneys and towers. Chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. Exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing. Glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens. Dwelling units which do not have a central air conditioning system shall have tightly fitting 16 mesh per inch (16 mesh per 25 mm) screens on all exterior openable windows and doors used or required for ventilation. Screens on windows and doors shall be stretched and fitted and maintained without open rips or tears. A closing device shall be installed on all screen doors.

Exception: Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

304.15 Doors. Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways. Every *basement* hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

304.17 Guards for basement windows. Every *basement* window that is openable shall be supplied with rodent shields, storm windows or other *approved* protection against the entry of rodents.

304.18 Building security. Doors, windows or hatchways for dwelling units, room units or *housekeeping units* shall be provided with *devices* designed to provide security for the *occupants* and property within.

304.18.1 Doors. Doors providing access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a *dwelling unit, rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a window sash locking device.

304.18.3 Basement hatchways. *Basement* hatchways that provide access to a *dwelling unit, rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

304.19 Gates. Exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

SECTION 305 INTERIOR STRUCTURE

305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. *Occupants* shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every owner of a structure containing a *rooming house, housekeeping units*, a hotel, a dormitory, two or more *dwelling units* or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and *exterior* property.

305.1.1 Unsafe Conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or *the International Existing Building Code* as required for existing buildings:

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. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including *guards* and handrails, are not structurally sound, not properly *anchored* or are *anchored* with connections not capable of supporting all nominal loads and resisting all 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.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official.*

305.2 Structural members. Structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces. Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.5 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

SECTION 306 COMPONENT SERVICEABILITY

306.1 General. The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Unsafe Conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings: .

1. Soils that have been subjected to any of the following conditions:
   1.1. Collapse of footing or foundation system;
   1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;
   1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
   1.4. Inadequate soil as determined by a geotechnical investigation;
   1.5. Where the allowable bearing capacity of the soil is in doubt;
   1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table. .
2. Concrete that has been subjected to any of the following conditions:

2.1. *Deterioration;*

2.2. *Ultimate deformation*;

2.3. Fractures;

2.4. Fissures;

2.5. Spalling;

2.6. Exposed reinforcement;

2.7. *Detached*, dislodged or failing connections. .

3. Aluminum that has been subjected to any of the following conditions:

3.1. *Deterioration;*

3.2. Corrosion;

3.3. Elastic deformation;

3.4. *Ultimate deformation*;

3.5. Stress or strain cracks;

3.6. Joint fatigue;

3.7. *Detached*, dislodged or failing connections. .

4. Masonry that has been subjected to any of the following conditions:

4.1. *Deterioration*;

4.2. Ultimate deformation;

4.3. Fractures in masonry or mortar joints;

4.4. Fissures in masonry or mortar joints;

4.5. Spalling;

4.6. Exposed reinforcement;

4.7. *Detached*, dislodged or failing connections. .

5. Steel that has been subjected to any of the following conditions:

5.1. *Deterioration*;

5.2. Elastic deformation;

5.3. *Ultimate deformation*;

5.4. Metal fatigue;

5.5. *Detached*, dislodged or failing connections.

6. Wood that has been subjected to any of the following conditions:

6.1. *Ultimate deformation*;

6.2. *Deterioration*;

6.3. Damage from insects, rodents and other vermin;

6.4. Fire damage beyond charring;

6.5. Significant splits and checks;

6.6. Horizontal shear cracks;

6.7. Vertical shear cracks;

6.8. Inadequate support;

6.9. *Detached*, dislodged or failing connections;

6.10. Excessive cutting and notching.

Exceptions:

1. Where substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted where approved by the code official.

SECTION 307 HANDRAILS AND GUARDRAILS

307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches (762 mm) above the floor or grade below shall have *guards*. Handrails shall be not less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. *Guards* shall be not less than 30 inches (762 mm) in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: *Guards* shall not be required where exempted by the adopted building code.

SECTION 309 PEST ELIMINATION

309.1 Infestation. Structures shall be kept free from insect and rodent *infestation*. Structures in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.

309.2 Owner. The *owner* of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

309.3 Single Occupant. The *occupant* of a one-family dwelling or of a single-*tenant* nonresidential structure shall be responsible for pest elimination on the *premises*.

309.4 Multiple Occupancy. The *owner* of a structure containing two or more *dwelling units*, a multiple *occupancy*, a *rooming house* or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and *exterior* property. If *infestation* is caused by failure of an *occupant* to prevent such *infestation* in the area occupied, the *occupant* and *owner* shall be responsible for pest elimination.

309.5 Occupant. The *occupant* of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the *infestations* are caused by defects in the structure, the owner shall be responsible for pest elimination.

CHAPTER 4 LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS SECTION 401 GENERAL

401.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for light, *ventilation* and space for occupying a structure.

401.2 Responsibility. The *owner* of the structure shall provide and maintain light, *ventilation* and space conditions in compliance with these requirements. A person shall not occupy as *owneroccupant*, or permit another person to occupy, any *premises* that do not comply with the requirements of this chapter.

401.3 Alternative devices. In lieu of the means for natural light and *ventilation* herein prescribed, artificial light or mechanical *ventilation* complying with the *International Building Code* shall be permitted.

SECTION 402 LIGHT

402.1 Habitable spaces. Every *habitable* space shall have not less than one window of *approved* size facing directly to the outdoors or to a court. The minimum total glazed area for every *habitable* space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, or not less than 25 square feet (2.33 m^2), whichever is greater. The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways. Every common hall and stairway in residential occupancies, other than in one and two-family dwellings, shall be lighted at all times with not less than a 60watt standard incandescent light bulb for each 200 square feet (19 m^2) of floor area or equivalent

illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, interior and exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with not less than 1 footcandle (11 lux) at floors, landings and treads.

402.3 Other spaces. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

SECTION 403 VENTILATION

403.1 Habitable spaces. Every *habitable* space shall have not less than one openable window. The total openable area of the window in every room shall be equal to not less than 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m^2). The *ventilation* openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms. Every *bathroom* and *toilet room* shall comply with the *ventilation* requirements for *habitable* spaces as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical *ventilation* system. Air exhausted by a mechanical ventilation system from a *bathroom* or *toilet room* shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities. Unless *approved* through the certificate of *occupancy*, cooking shall not be permitted in any *rooming unit* or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the *rooming unit* or dormitory unit.

Exceptions:

1. Where specifically *approved* in writing by the *code official*.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust *ventilation* system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

403.5 Clothes Dryer Exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

Exception: Listed and *labeled* condensing (ductless) clothes dryers.

SECTION 404 OCCUPANCY LIMITATIONS

404.1 Privacy. *Dwelling units*, hotel units, *housekeeping units*, *rooming units* and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths. A habitable room, other than a kitchen, shall be not less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights. *Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and habitable basement areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not greater than 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

404.4 Bedroom and living room requirements. Every bedroom and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area. Every living room shall contain not less than 120 square feet (11.2 m^2) and every bedroom shall contain not less than 70 square feet (6.5 m^2) and every bedroom occupied by more than one person shall contain not less than 50 square feet (4.6 m^2) of floor area for each occupant thereof.

404.4.2 Access from bedrooms. *Bedrooms* shall not constitute the only means of access to other *bedrooms* or habitable spaces and shall not serve as the only means of egress from other *habitable* spaces.

Exception: Units that contain fewer than two *bedrooms*.

404.4.3 Water closet accessibility. Every *bedroom* shall have access to not less than one water closet and one lavatory without passing through another *bedroom*. Every *bedroom* in a *dwelling unit* shall have access to not less than one water closet and lavatory located in the same story as the *bedroom* or an adjacent story.

404.4.4 Prohibited occupancy. Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements. *Bedrooms* shall comply with the applicable provisions of this code including, but not limited to, the light, *ventilation*, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding.

Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

TABLE 404.5 MINIMUM AREA REQUIREMENTS

SPACE	MINIMUM AREA IN SQUARE FEET		
	1—2 occupants	3—5 occupants	6 or more occupants
Living room[a, b]	120	120	150
Dining room[a, b]	No requirement	80	100
Bedrooms	Shall comply with section 404.4.1		

For SI: 1 square foot = 0.0929 m^2.

a. See Section 404.5.2 for combined living room/dining room spaces.

b. See Section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.

404.5.1 Sleeping area. The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. Sleeping areas shall comply with Section 404.4.

404.5.2 Combined spaces. Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m^2). A unit occupied by not more than two *occupants* shall have a minimum clear floor area of 220 square feet (20.4 m^2). A unit occupied by three *occupants* shall have a minimum clear floor area of 320 square feet (29.7 m^2). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches (762 mm) in front. Light and ventilation conforming to this code shall be provided.
3. The unit shall be provided with a separate *bathroom* containing a water closet, lavatory and bathtub or shower.
4. The maximum number of *occupants* shall be three.

404.7 Food preparation. Spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

CHAPTER 5 PLUMBING FACILITIES AND FIXTURE REQUIREMENTS SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility. The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy and structure or premises that does not comply with the requirements of this chapter.

SECTION 502 REQUIRED FACILITIES

502.1 Dwelling units. Every *dwelling unit* shall contain its own bathtub or shower, lavatory, water closet and kitchen sink that shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

502.2 Rooming houses. Not less than one water closet, lavatory and bathtub or shower shall be supplied for each four *rooming units.*

502.3 Hotels. Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each 10 *occupants*.

502.4 Employees' facilities. Not less than one water closet, one lavatory and one drinking facility shall be available to employees.

502.4.1 Drinking facilities. Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in *toilet rooms* or *bathrooms*.

502.5 Public toilet facilities. Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the *International Plumbing Code*. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during *occupancy* of the *premises*.

SECTION 503 TOILET ROOMS

503.1 Privacy. *Toilet rooms* and *bathrooms* shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared *bathrooms* and *toilet rooms* in a multiple dwelling.

503.2 Location. *Toilet rooms* and *bathrooms* serving hotel units, *rooming units* or dormitory units or *housekeeping units*, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

503.3 Location of employee toilet facilities. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

503.4 Floor surface. In other than *dwelling units*, every *toilet room* floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 504 PLUMBING SYSTEMS AND FIXTURES

504.1 General. Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

504.2 Fixture clearances. Plumbing fixtures shall have adequate clearances for usage and cleaning.

504.3 Plumbing system hazards. Where it is found that a plumbing system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, *deterioration* or damage or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

SECTION 505 WATER SYSTEM

505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *International Plumbing Code*.

505.2 Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

505.3 Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature not less than 110°F (43°C). A gas-burning water heater shall not be located in any *bathroom, toilet room, bedroom* or other occupied room normally kept closed, unless adequate combustion air is provided. An *approved* combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

505.5 NonPotable water reuse systems. Nonpotable water reuse systems and rainwater collection and conveyance systems shall be maintained in a safe and sanitary condition. Where such systems are not properly maintained, the systems shall be repaired to provide for safe and sanitary conditions, or the system shall be abandoned in accordance with Section 505.5.1.

505.5.1 Abandonment of systems. Where a nonpotable water reuse system or a rainwater collection and distribution system is not maintained or the owner ceases use of the system, the system shall be abandoned in accordance with Section 1301.10 of The International Plumbing Code.

SECTION 506 SANITARY DRAINAGE SYSTEM

506.1 General. Plumbing fixtures shall be properly connected to either a public sewer system or to an *approved* private sewage disposal system.

506.2 Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

506.3 Grease interceptors. Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the code official.

SECTION 507 STORM DRAINAGE

507.1 General. Drainage of roofs and paved areas, *yards* and courts, and other open areas on the *premises* shall not be discharged in a manner that creates a public nuisance.

CHAPTER 6 MECHANICLA AND ELECTRICAL REQUIREMENTS SECTION 601 GENERAL

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility. The *owner* of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that does not comply with the requirements of this chapter.

SECTION 602 HEATING FACILITIES

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating. The installation of one or more portable space heaters shall not be used to achieve compliance with this section.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat supply. Every *owner* and operator of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from October 1 to March 31 to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from October 1 to March 31 to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603 MECANICAL EQUIPMENT

603.1 Mechanical equipment and appliances. Mechanical equipment, appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products. Fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

Exception: Fuel-burning equipment and appliances that are *labeled* for unvented operation.

603.3 Clearances. Required clearances to combustible materials shall be maintained.

603.4 Safety controls. Safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air. A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

603.6 Energy conservation devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

SECTION 604 ELECTRICAL FACILITIES

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

604.3.1 Abatement of electrical hazards associated with water exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

604.3.1.1 Electrical equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated not more than 600 volts or less;
2. Busway, rated not more than 600 volts;
3. Panelboards, rated not more than 600 volts;
4. Switchboards, rated not more than 600 volts;
5. Fire pump controllers, rated not more than 600 volts;
6. Manual and magnetic motor controllers;
7. Motor control centers;
8. Alternating current high-voltage circuit breakers;
9. Low-voltage power circuit breakers;
10. Protective relays, meters and current transformers;
11. Low- and medium-voltage switchgear;
12. Liquid-filled transformers;
13. Cast-resin transformers;
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;

15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;
16. Luminaires that are listed as submersible;
17. Motors;
18. Electronic control, signaling and communication equipment.

604.3.2 Abatement of electrical hazards associated with fire exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

604.3.2.1 Electrical equipment. Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits that have been exposed to fire, shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

SECTION 605 ELECTRICAL EQUIPMENT

605.1 Installation. Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

605.2 Receptacles. Every *habitable* space in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain not less than one receptacle. Any new *bathroom* receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.3 Luminaires. Every public hall, interior stairway, *toilet room*, kitchen, *bathroom*, laundry room, boiler room and furnace room shall contain not less than one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

605.4 Wiring. Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

SECTION 606 ELEVATORS, ESCALATORS AND DIMBWAITERS

606.1 General. Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the

elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the building operator or be posted in a publicly conspicuous location *approved* by the *code official*. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

606.2 Elevators. In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

SECTION 607 DUCT SYSTEMS

607.1 General. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

CHATER 7 FIRE SAFETY REQUIREMENTS SECTION 701 GENERAL

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior *premises*, including fire safety facilities and equipment to be provided.

701.2 Responsibility. The *owner* of the *premises* shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that do not comply with the requirements of this chapter.

MEANS OF EGRESS

702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the *public way*. Means of egress shall comply with the *International Fire Code*.

702.2 Aisles. The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

702.3 Locked Doors. Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

702.4 Emergency escape and rescue openings. Required emergency escape and rescue openings shall be maintained in accordance with the code in effect at the time of construction, and both of the following:

1. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools.
2. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided that the minimum net clear opening size complies with the code that was in effect at the time of construction and the unit is equipped with smoke alarms installed in accordance with Section 907.2.10 of the International Building Code. Such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

SECTION 703 FORE-RESISTANCE RATINGS

703.1 Fire-resistance-rated assemblies. The provisions of this chapter shall govern maintenance of the materials, systems and assemblies used for structural fire resistance and fire-resistance-rated construction separation of adjacent spaces to safeguard against the spread of fire and smoke within a building and the spread of fire to or from buildings.

703.2 Unsafe conditions. Where any components are not maintained and do not function as intended or do not have the fire resistance required by the code under which the building was constructed or altered, such components or portions thereof shall be deemed unsafe conditions in accordance with Section 114.1.1 of the *International Fire Code*. Components or portions thereof determined to be unsafe shall be repaired or replaced to conform to that code under which the building was constructed or altered. Where the condition of components is such that any building, *structure* or portion thereof presents an *imminent danger* to the *occupants* of the building, *structure* or portion thereof, the fire *code official* shall act in accordance with Section 114.2 of the *International Fire Code*.

703.3 Maintenance. The required fire-resistance rating of fire-resistance-rated construction, including walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and joint systems, shall be maintained. Such elements shall be visually inspected annually by the *owner* and repaired, restored or replaced where damaged, altered, breached or penetrated. Records of inspections and repairs shall be maintained. Where concealed, such elements shall not be required to be visually inspected by the *owner* unless the concealed space is accessible by the removal or movement of a panel, access door, ceiling tile or entry to the space. Openings made therein for the passage of pipes, electrical conduit, wires, ducts, air transfer and any other reason shall be protected with *approved* methods capable of resisting the passage of smoke and fire. Openings through fire-resistance-rated assemblies shall be protected by self- or automaticclosing doors of *approved* construction meeting the fire protection requirements for the assembly.

703.3.1 Fire blocking and draft stopping. Required fire blocking and draft stopping in combustible concealed spaces shall be maintained to provide continuity and integrity of the construction.

703.3.2 Smoke barriers and smoke partitions. Required smoke barriers and smoke partitions shall be maintained to prevent the passage of smoke. Openings protected with *approved* smoke barrier doors or smoke dampers shall be maintained in accordance with NFPA 105.

703.3.3 Fire walls, fire barriers, and fire partitions. Required fire walls, fire barriers and fire partitions shall be maintained to prevent the passage of fire. Openings protected with *approved* doors or fire dampers shall be maintained in accordance with NFPA 80.

703.4 Opening protectives. Opening protectives shall be maintained in an operative condition in accordance with NFPA 80. The application of field-applied labels associated with the maintenance of opening protectives shall follow the requirements of the *approved* third-party certification organization accredited for listing the opening protective. Fire doors and smoke barrier doors shall not be blocked or obstructed, or otherwise made inoperable. Fusible links shall be replaced whenever fused or damaged. Fire door assemblies shall not be modified.

703.4.1 Signs. Where required by the *code official*, a sign shall be permanently displayed on or near each fire door in letters not less than 1 inch (25 mm) high to read as follows:

1. For doors designed to be kept normally open: FIRE DOOR – DO NOT BLOCK.
2. For doors designed to be kept normally closed: FIRE DOOR – KEEP CLOSED.

703.4.2 Hold-open devices and closers. Hold-open devices and automatic door closers shall be maintained. During the period that such a device is out of service for repairs, the door it operates shall remain in the closed position.

703.4.3 Door operation. Swinging fire doors shall close from the full-open position and latch automatically. The door closer shall exert enough force to close and latch the door from any partially open position.

703.5 Ceilings. The hanging and displaying of salable goods and other decorative materials from acoustical ceiling systems that are part of a fire-resistance-rated horizontal assembly shall be prohibited.

703.6 Testing. Horizontal and vertical sliding and rolling fire doors shall be inspected and tested annually to confirm operation and full closure. Records of inspections and testing shall be maintained.

703.7 Vertical shafts. Interior vertical shafts, including stairways, elevator hoistways and service and utility shafts, which connect two or more stories of a building shall be enclosed or protected as required in Chapter 11 of the *International Fire Code*. New floor openings in existing buildings shall comply with the *International Building Code*.

703.8 Opening protective closers. Where openings are required to be protected, opening protectives shall be maintained self-closing or automatic-closing by smoke detection. Existing fusible-link-type automatic door-closing devices shall be replaced if the fusible link rating exceeds 135°F (57°C).

SECTION 704 FIRE PROTECTION SYSTEMS

704.1 Inspection, testing and maintenance. Fire protection and life safety systems shall be maintained in accordance with the *International Fire Code* in an operative condition at all times, and shall be replaced or repaired where defective.

704.1.1 Fire protection and life safety systems. Fire protection and life safety systems shall be installed, repaired, operated and maintained in accordance with this code, the International Fire Code and the International Building Code.

704.1.2 Required fire protection and life safety systems. Fire protection and life safety systems required by this code, the *International Fire Code* or the *International Building Code* shall be installed, repaired, operated, tested and maintained in accordance with this code. A fire protection and life safety system for which a design option, exception or reduction to the provisions of this code, the *International Fire Code* or the *International Building Code* has been granted shall be considered to be a required system.

704.1.3 Fire protection systems. Fire protection systems shall be inspected, maintained and tested in accordance with the following *International Fire Code* requirements.

1. Automatic sprinkler systems, see Section 903.5.
2. Automatic fire-extinguishing systems protecting commercial cooking systems, see Section 904.13.5.
3. Automatic water mist extinguishing systems, see Section 904.11.
4. Carbon dioxide extinguishing systems, see Section 904.8.
5. Carbon monoxide alarms and carbon monoxide detection systems, see Section 915.6.
6. Clean-agent extinguishing systems, see Section 904.10.
7. Dry-chemical extinguishing systems, see Section 904.6.
8. Fire alarm and fire detection systems, see Section 907.8.
9. Fire department connections, see Sections 912.4 and 912.7.
10. Fire pumps, see Section 913.5.
11. Foam extinguishing systems, see Section 904.7.
12. Halon extinguishing systems, see Section 904.9.

13. Single- and multiple-station smoke alarms, see Section 907.10.
14. Smoke and heat vents and mechanical smoke removal systems, see Section 910.5.
15. Smoke control systems, see Section 909.22.
16. Wet-chemical extinguishing systems, see Section 904.5.

704.2 Standards. Fire protection systems shall be inspected, tested and maintained in accordance with the referenced standards listed in Table 704.2 and as required in this section.

TABLE 704.2
FIRE PROTECTION SYSTEM MAINTENANCE STANDARDS

SYSTEM	STANDARD
Portable fire extinguishers	NFPA 10
Carbon dioxide fire-extinguishing system	NFPA 12
Halon 1301 fire-extinguishing systems	NFPA 12A
Dry-chemical extinguishing systems	NFPA 17
Wet-chemical extinguishing systems	NFPA 17A
Water-based fire protection systems	NFPA 25
Fire alarm systems	NFPA 72
Smoke and heat vents	NFPA 204
Water-mist systems	NFPA 750
Clean-agent extinguishing systems	NFPA 2001

704.2.1 Records. Records shall be maintained of all system inspections, tests and maintenance required by the referenced standards.

704.2.2 Records information. Initial records shall include the: name of the installation contractor; type of components installed; manufacturer of the components; location and number of components installed per floor; and manufacturers' operation and maintenance instruction manuals. Such records shall be maintained for the life of the installation.

704.3 Systems out of service. Where a required fire protection system is out of service, the fire department and the fire *code official* shall be notified immediately and, where required by the fire *code official*, either the building shall be evacuated or an *approved* fire watch shall be provided for all *occupants* left unprotected by the shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with not less than one *approved* means for notification of the fire department and shall not have duties beyond performing constant patrols of the protected *premises* and keeping watch for fires. Actions shall be taken in accordance with Section 901 of the *International Fire Code* to bring the systems back in service.

Exception: Facilities with an approved notification and impairment management program. The notification and impairment program for water-based fire protection systems shall comply with NFPA 25.

704.3.1 Emergency impairments. Where unplanned impairments of fire protection systems occur, appropriate emergency action shall be taken to minimize potential injury and damage. The impairment coordinator shall implement the steps outlined in Section 901.7.4 of the *International Fire Code*.

704.4 Removal of or tampering with equipment. It shall be unlawful for any person to remove, tamper with or otherwise disturb any fire protection or life safety system required by this code except for the purposes of extinguishing fire, training, recharging or making necessary repairs.

704.4.1 Removal of or tampering with appurtenances. Locks, gates, doors, barricades, chains, enclosures, signs, tags and seals that have been installed by or at the direction of the fire *code official* shall not be removed, unlocked, destroyed or tampered with in any manner.

704.4.2 Removal of existing occupant-use hose lines. The fire *code official* is authorized to permit the removal of existing *occupant*-use hose lines where all of the following apply:

1. The installation is not required by the *International Fire Code* or the *International Building Code*.
2. The hose line would not be utilized by trained personnel or the fire department.
3. The remaining outlets are compatible with local fire department fittings.

704.4.3 Termination of monitoring service. For fire alarm systems required to be monitored by the *International Fire Code*, notice shall be made to the fire *code official* whenever alarm monitoring services are terminated. Notice shall be made in writing by the provider of the monitoring service being terminated.

704.5 Fire department connection. Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an *approved* sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire *code official*.

704.5.1 Fire department connection access. Ready access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or movable object. Access to fire department connections shall be *approved* by the fire chief.

Exception: Fences, where provided with an access gate equipped with a sign complying with the legend requirements of Section 912.5 of the *International Fire Code* and a means of emergency operation. The gate and the means of emergency operation shall be *approved* by the fire chief and maintained operational at all times.

704.5.2 Clear space around connections. A working space of not less than 36 inches (914 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height shall be provided and maintained in front of and to the sides of wall-mounted fire department connections and around the circumference of free-standing fire department connections.

704.6 Single and multiple-station smoke alarms. Single and multiple-station smoke alarms shall be installed in existing Group I-1 and R *occupancies* in accordance with Sections 704.6.1 through 704.6.3.

704.6.1 Where required. Existing Group I-1 and R *occupancies* shall be provided with singlestation smoke alarms in accordance with Sections 704.6.1.1 through 704.6.1.4. Interconnection and power sources shall be in accordance with Sections 704.6.2 and 704.6.3.

Exceptions:

1. Where the code that was in effect at the time of construction required smoke alarms and smoke alarms complying with those requirements are already provided.
2. Where smoke alarms have been installed in occupancies and dwellings that were not required to have them at the time of construction, additional smoke alarms shall not be required provided that the existing smoke alarms comply with requirements that were in effect at the time of installation.
3. Where smoke detectors connected to a fire alarm system have been installed as a substitute for smoke alarms.

704.6.1.1 Group R-1. Single or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1: 1. In sleeping areas.

2. In every room in the path of the means of egress from the sleeping area to the door leading from the *sleeping unit*.
3. In each story within the *sleeping unit*, including *basements*. For *sleeping units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

704.6.1.2 Groups R-2, R-3, R-4 and I-1. Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of *occupant load* at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a *dwelling unit*, including *basements* but not including crawl spaces and uninhabitable attics. In *dwellings* or *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

704.6.1.3 Installation near cooking appliances. Smoke alarms shall not be installed in the following locations unless this would prevent placement of a smoke alarm in a location required by Section 704.6.1.1 or 704.6.1.2.

1. Ionization smoke alarms shall not be installed less than 20 feet (6096 m) horizontally from a permanently installed cooking appliance.
2. Ionization smoke alarms with an alarm-silencing switch shall not be installed less than 10 feet (3048 mm) horizontally from a permanently installed cooking appliance.
3. Photoelectric smoke alarms shall not be installed less than 6 feet (1829 mm) horizontally from a permanently installed cooking appliance.

704.6.1.4 Installation near bathrooms. Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a *bathroom* that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by Section 704.6.1.1 or 704.6.1.2.

704.6.2 Interconnection. Where more than one smoke alarm is required to be installed within an individual *dwelling* or *sleeping unit*, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed. **Exceptions:**

1. Interconnection is not required in buildings that are not undergoing *alterations*, repairs or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where *alterations* or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure,

unless there is an attic, crawl space or *basement* available that could provide access for interconnection without the removal of interior finishes.

704.6.3 Power source. Single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exceptions:

1. Smoke alarms are permitted to be solely battery operated in existing buildings where construction is not taking place.
2. Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source.
3. Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing *alterations* or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available that could provide access for building wiring without the removal of interior finishes.

704.6.4 Smoke detection system. Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single and multiplestation smoke alarms and shall comply with the following:

1. The fire alarm system shall comply with all applicable requirements in Section 907 of the *International Fire Code*.
2. Activation of a smoke detector in a dwelling or sleeping unit shall initiate alarm notification in the *dwelling* or *sleeping unit* in accordance with Section 907.5.2 of the *International Fire Code*.
3. Activation of a smoke detector in a *dwelling* or *sleeping unit* shall not activate alarm notification appliances outside of the *dwelling* or *sleeping unit*, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.6 of the *International Fire Code*.

704.7 Single and multiple-station smoke alarms. Single and multiple-station smoke alarms shall be tested and maintained in accordance with the manufacturer's instructions. Smoke alarms that do not function shall be replaced. Smoke alarms installed in one- and two-family dwellings shall be replaced not more than 10 years from the date of manufacture marked on the unit, or shall be replaced if the date of manufacture cannot be determined.

SECTION 705 CARBON MONOXIDE ALARMS AND DETECTION

705.1 General. Carbon monoxide alarms shall be installed in dwellings in accordance with Section 1103.9 of the *International Fire Code*, except that alarms in dwellings covered by the *International Residential Code* shall be installed in accordance with Section R315 of that code.

705.2 Carbon monoxide alarms and detectors. Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 720. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.

CHAPTER 8 REFERENCED STANDARDS

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.8.

ASME	American Society of Mechanical Engineers Three Park Avenue New York, NY 10016-5990	
Standard reference number	Title	Referenced in code section number
ASME A17.1/CSA B44-19	Safety Code for Elevators and Escalators	606.1
ASTM	ASTM International 100 Barr Harbor Drive, P.O. Box C700, West Conshohocken, PA 19428-2959	
Standard reference number	Title	Referenced in code section number
F 1346-91 (2018)	Performance Specifications for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs	303.2

ICC	International Code Council 500 New Jersey Avenue, NW 6th Floor Washington, DC 20001	
Standard reference number	Title	Referenced in code section number
IBC-21	International Building Code*	102.3, 201.3, 304.1.1, 305.1.1, 306.1.1, 403.1, 604.3.2.1, 702.3, 704.4.2
IEBC-21	International Existing Building Code*	102.3, 201.3, 304.1.1, 305.1.1, 306.1.1
IECC-21	International Energy Conservation Code*	102.3
IFC-21	International Fire Code*	102.3, 201.3, 604.3.1.1, 702.1, 702.2, 704.1, 704.1.2, 704.1.3, 704.3, 704.3.1, 704.4.2, 704.4.3, 704.5.1, 704.6.4, 705.1
IFGC-21	International Fuel Gas Code*	102.3, 201.3
IMC-21	International Mechanical Code*	102.3, 201.3
IPC-21	International Plumbing Code*	102.3, 201.3, 502.5, 505.5.1, 602.2, 602.3
IRC-21	International Residential Code*	102.3, 201.3
IZC-21	International Zoning Code*	102.3, 201.3
NFPA	National Fire Protection Association 1 Batterymarch Park Quincy, MA 02269-7471	
Standard reference number	Title	Referenced in code section number
10-21	Standard for Portable Fire Extinguishers	Table 704.2

12-18	Standard on Carbon Dioxide Extinguishing Systems	Table 704.2
12A-18	Standard on Halon 1301 Fire Extinguishing Systems	Table 704.2
17-20	Standard on Dry Chemical Extinguishing Systems	Table 704.2
17A-20	Standard for Wet Chemical Extinguishing Systems	Table 704.2
25-20	Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems	Table 704.2
70-20	National Electrical Code	102.3, 201.3, 604.2
72-19	National Fire Alarm and Signaling Code	Table 704.2
80—19	Standard for Fire Doors and Other Opening Protectives	703.3.3, 703.4
105—19	Standard for Smoke Door Assemblies and Other Opening Protectives	703.3.2
204—18	Standard for Smoke and Heat Venting	Table 704.2
720—15	Standard for the Installation of Carbon Monoxide (CO) Detection and Warning Equipment	705.2
750—19	Standard on Water Mist Fire Protection Systems	Table 704.2
2001—18	Standard on Clean Agent Fire Extinguishing Systems	Table 704.2
UL	Underwriters Laboratories, LLC 333 Pfingsten Road Northbrook, IL 60062	

Standard reference number	Title	Referenced in code section number
268—2016	Smoke Detectors for Fire Alarm Systems—with revisions through July 2016	704.6.4

Secs. 52-2—52-20. Reserved.

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 1:36 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:56 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:41 PM

AN ORDINANCE TO ADOPT A RESIDENTIAL CODE FOR THE CITY OF MOBILE, ALABAMA

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: Code and Appendices. That, pursuant to Alabama Code Section 11-45-8 (1975), the 2021 Edition of the International Residential Code and Appendices, along with the amendments to the same contained in this ordinance, which has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama, on,_____, 2021, is hereby adopted as the "Residential Building Code of the City of Mobile."

ARTICLE TWO: Published Ordinance. A copy of this ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said 2021 *International Residential Code* to be published in a newspaper, nor shall the same be spread at length upon the Minutes of this Council, but this ordinance shall be recorded in said Minutes.

ARTICLE THREE: Effective Date. The said 2021 *International Residential Code* shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

ARTICLE FOUR: Contractors Criteria and Qualifications. Criteria and qualifications for all contractors shall be set forth herein.

Contractor Responsibilities. It shall be the duty of every contractor who shall make contracts for the construction, installation, repair, or modifications of buildings, for which a permit is required, to be properly licensed and bonded in accordance with all the City of Mobile and State of Alabama requirements. The contractor shall register his/her name in a register with the Building Official in a book provided for that purpose. The said book shall record the full name, residence and place of business and it shall be the contractor's responsibility to notify the City of Mobile of any changes.

In addition to the requirements as set forth herein, all individuals, agents or businesses who perform work that exceeds $10,000 are required to be a homebuilder, remodeler, or general contractor in accordance with all the statutory requirements of the State of Alabama and City of Mobile.

ARTICLE FIVE: Surety Bond. In addition to the requirements as set forth herein, it shall be the duty of every builder; contractor and sub-contractor to provide and have on file a current License and Permit Bond for $10,000. The bond is subject to the approval of City of Mobile Legal Department and shall be provided by a surety company qualified to do business in the State of Alabama.

Such bond shall insure that the licensee complies with laws, ordinances and building regulations of the applicable governing body. The local governing body shall be indemnified and saved harmless

from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person, firm, or corporation engaged in the building business or by any other unfaithful, inadequate work done either by themselves or their agents or employees.

ARTICLE SIX: Criteria for Owners to Obtain Permits. For the purpose of this Code, an owner physically doing the work themselves may be issued a permit upon the Building Official's satisfaction that the owner is competent to perform the work for which the permit is requested and completion of a Building Affidavit. Any individual other than the owner doing the work on the property is considered a contractor and shall meet the requirements of a contractor and shall comply with all applicable laws, codes, and ordinances. All inspections criteria shall be the same as for contractors in SECTION R109 INSPECTIONS. All other properties will be considered as commercial and subject to ARTICLE FOUR in this Ordinance.

ARTICLE SEVEN: Vehicular Signs. All trucks and similar vehicles used by contractors and subcontractors shall have signs on both sides of the body of said vehicle indicating the full name, address, and telephone number of the firm to which it belongs. Lettering may be any color in contrast to the color of the body, but letters must be at least 1 ½ inches high, identifying the firm's name.

ARTICLE EIGHT: 2021 INTERNATIONAL RESIDENTIAL CODE > Part 1 Administrative > CHAPTER 1 SCOPE AND ADMINISTRATION > Part 1-Scope and Application > To be amended as follows:

R101 Scope and general Requirements – R101.1 Title. To read as follows:
R101.1 Title. These provisions shall be known as the *Residential Code for One-and Two-Family Dwellings* of the City of Mobile and shall be cited as such and will be referred to herein as "this Code."

SECTION R102 APPLICABILITY - R102.4 Referenced codes and standards. – Amend to read as follows:

Add Paragraph R102.4.3 Mechanical. To read as follows:
R102.4.3 Mechanical. The provisions of the *2021 International Mechanical Code*, and adopted ordinances shall apply to the installation, alterations, repairs, and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators, and other energy-related systems.

Add Paragraph R102.4.4 Plumbing. To read as follows:
R102.4.4 Plumbing. The provisions of the *2021 International Plumbing Code,* and adopted ordinances shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the *International Private Sewage Disposal Code* shall apply to private sewage disposal systems.

Add Paragraph R102.4.5 Property Maintenance. To read as follows:
R102.4.5 Property Maintenance. The provisions of the *2021 International Property Maintenance Code* and adopted ordinances shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life, and fire safety hazards; responsibilities of owners, operators, and occupants; and occupancy of existing premises and structures.

Add Paragraph R102.4.6 Fire Prevention. To read as follows:
R102.4.6 Fire Prevention. The provisions of the *2021 International Fire Code*, and adopted ordinances shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

Add Paragraph R102.5.1 Adopted Appendices. To read as follows:
Paragraph R102.5.1 Adopted Appendices. The following appendices shall be adopted:

Appendix AE - Manufactured Housing Used as Dwellings
Appendix AF - Radon Control Methods
Appendix AH - Patio Covers
Appendix AJ - Existing Buildings and Structures
Appendix AK - Sound Transmission
Appendix AM - Home Day Care R-3 Occupancy
Appendix AO - Automatic Vehicular Gates
Appendix AQ – Tiny Houses

Part 2-Administration and Enforcement
SECTION R103 DEPARTMENT OF BUILDING SAFETY – Amend To read as follows:

R103.1 Creation of enforcement agency. Amend to read as follows:
R103.1 Creation of Enforcement Agency. The Department of Building Safety is hereby created, herein shall be called Build Mobile, and the official in charge thereof shall be known as the *Building Official*.

SECTION R104 DUTIES AND POWERS OF THE BUILDING OFFICIAL – R104.10 Modifications. Amend to read as follows:

R104.10.1 Flood hazard areas. Amend to read as follows:
R104.10.1 Flood hazard areas. The *Building Official* shall not grant modifications to any provision related to areas prone to flooding as established by Table R301.2(1) without the granting of a variance to such provisions by the City of Mobile "Storm Water Management and Flood Control Ordinance". Shall be in accordance with International Building Code; applicable section, which is adopted by separate ordinance.

SECTION R105 PERMITS – Amend to read as follows:

R105.2 Work exempt from permits. Amend to read as follows:

Electrical: – Delete in its entirety.
Gas: – Delete in its entirety.
Mechanical: – Delete in its entirety. Plumbing:
– Delete in its entirety.
Paragraph R105.3 Application for Permit. Amend to read as follows:

R105.3 Application for Permit. Add sub-paragraphs as follows:

8. Applicant must provide proper identification.

9. Applicant must verify ownership of property.

SECTION R108 FEES. Amend to read as follows:

R108.2 Schedule of permit fees. To read as follows:

R108.2 Schedule of permit fees. On all buildings, structures, electrical, plumbing, and mechanical systems, or alterations requiring a permit, a fee for each permit shall be paid as required at the time of filing application, in accordance with the "Building Codes Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

R108.5 Refunds. Amend to read as follows:
R108.5 Refunds. Building permit refunds shall be issued in accordance with the policies spelled out in the "Building Codes Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

SECTION R112 BOARD OF APPEALS - Amend to read as follows:

R112.1 General. - Delete in its entirety.
R112.2 Limitations on authority. - Delete in its entirety.
R112.3 Qualifications. – Delete in its entirety.
R112.4 Administration. – Delete in its entirety.

Add Paragraph R112.1 General. To read as follows:
R112.1 General. Board of Appeals shall be in accordance with applicable sections of the International Building Code and the Ordinance Adopting the International Building Code.

Add Paragraph R112.2 Determination of substantial improvements in flood prone areas. To read as follows:

R112.2 Determination of substantial improvements in flood prone areas. Shall be in accordance with the City of Mobile "Storm Water Management and Flood Control Ordinance" administered and enforced by the City of Mobile Engineering Department.

Add Paragraph R112.3 Criteria for issuance of a variance for areas prone to flooding. To read as follows:

R112.3 Criteria for issuance of a variance for areas prone to flooding. Variance for areas prone to flooding shall be in accordance with the City of Mobile "Storm Water Management and Flood Control Ordinance".

SECTION R113. VIOLATIONS – Amend To read as follows:

Paragraph R113.4 Violations Penalties. To read as follows:

Add Sub-Paragraph (A)

(A) Violation of the provisions of the 2021 International Residential Code (IRC) shall be subject to $250.00 unless otherwise listed below:

1. Occupying building without Certificate of Occupancy $300.00
2. Working without proper license and certifications $500.00
3. Signage on all vehicles used by contractor. $100.00
4. Interference with Building Official $100.00

ARTICLE NINE: 2021 INTERNATIONAL RESIDENTIAL CODE > Part II-Definitions > CHAPTER 2 DEFINITIONS > SECTION R202 DEFINITIONS > Amend to read as follows:

Add DEFINITIONS – To read as follows:

FLOOD HAZARD AREA. The area designed as a flood hazard area in accordance with the "Storm Water Management and Flood Control Ordinance" adopted and administered by the City of Mobile's Engineering Department.

HISTORIC BUILDING. Any building or structure that is listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic Places; designated as a historic property under local or state designation; certified as a contributing resource within a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed in the Alabama Register or the National Register of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places.

ARTICLE TEN: 2021 INTERNATIONAL RESIDENTIAL CODE > Part III – Building Planning and Construction > CHAPTER 3 BUILDING PLANNING > Amend as follows:

SECTION R301 DESIGN CRITERIA - Amend to read as follows:

Table R301.2 Climatic and Geographic Design Criteria - To read as follows:

TABLE R301.2

Ground Snow Load	Wind Design		Seismic Design	Subject To Damage From			Winter Design	Ice Barrier	Flood Hazard	Air	Mean Annual
	Speed (MPH)	Topographic Effects	Category	Weathering	Frost Line Depth	Termites	Temp	Underlayment Required		Freezing Index	Temp
0	Ultimate 159	No	A	Negligible	12 Inches	Needed	29	No	Yes	1500	67.5 degrees

SECTION R313 AUTOMATIC FIRE SPRINKLER SYSTEM – Amend to read as follows:

R313.1 Townhouse automatic fire sprinkler systems. – Delete in its entirety.

R313.2 One- and two-family dwellings automatic sprinkler systems. – Delete in its entirety.

Add R313.1 Automatic Fire Sprinkler System. To read as follows:

R313.1 Automatic Fire Sprinkler System. Shall be in accordance with the State of Alabama Energy Conservation Code. Code of Alabama 1975 – Title 41: State Government – Section 41-2385 – Function of Board and Division

SECTION R318 PROTECTION AGAINST SUBTERRANEAN TERMITES >
R318.2 Chemical termiticide treatment. - Amend to read follows:

Add Paragraph R318.2.1 Treatment verification. To read as follows:

R318.2.1 Treatment verification. It shall be the responsibility of the permit holder to provide a receipt from a licensed and bonded pest control specialist to certify soil treatment or field applied wood treatment and materials used.

Amend SECTION R322 FLOOD-RESISTANT CONSTRUCTION to read as follows:
R322.1.4 Establishing the design flood elevation. Amend to read as follows:

R322.1.4 Establishment of special flood hazard areas. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in the most current adopted Flood Insurance Study entitled “The Flood Insurance Study for

Mobile County, Alabama and Incorporated Areas", as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this Section.
Where there is a difference between the ordinances relating to flood hazard areas, flood hazard map, supporting data or code, the more stringent provision shall prevail.

Add paragraph 322.1.4.3 Variance and appeal. To read as follows.
322.1.4.3 Variance and appeal. The variance and appeal procedure shall be in accordance with the applicable sections of the adopted "Storm Water Management and Flood Control Ordinance" which is administered and enforced by the City of Mobile Engineering Department.

2021 INTERNATIONAL RESIDENTIAL CODE > CHAPTER 9 ROOF ASSEMBLIES >
Amend as follows:
ADD THE FOLLOWING COASTAL CONSTRUCTION CODE SUPPLEMENT (CCCS):
Where there is a conflict between the general requirement of the 2021 IRC and a specific requirement of the CCCS, the specific requirement of the CCCS shall be applicable.

S1 Roof Coverings
Roof coverings and their attachment shall be rated for the ASCE 7 design wind speed or corresponding wind and uplift pressures for the site location of the building and shall be installed in accordance with the manufacturer's recommendations for high-wind regions.

S1.1 Asphalt Shingles:
Asphalt shingles shall be tested in accordance with ASTM D7158 or ASTM D3161 and meet Class H or F requirements. Their packaging shall be labeled to indicate compliance with ASTM D7158 Class H or ASTM D3161 Class F.

S1.1.1 Shingle attachment:
Shingles shall be installed using the number of fasteners required by the manufacturer for high wind fastening. In areas where the local building code requires more fasteners than required by the manufacturer, fasteners shall comply with the local building code.

S1.1.2 Drip Edge Installation
A metal drip edge (minimum 26-gauge steel) shall be installed over underlayment along all eaves and gable rake edges. Drip edge flange shall extend a minimum of 1/2 inch below the sheathing. Drip edge shall be attached at 4 inches on center using roofing nails in a staggered pattern along the length of the drip edge. Drip edges shall be overlapped a minimum of 3 inches and secured with 2 nails at overlaps.

Roof pitch 2:12 or greater:

- Shingle roof covers: Seal the drip edge over the underlayment and install the starter strip at the eave and rake by applying an 8-inch-wide layer of compatible flashing cement with 1/8-inch maximum thickness over the drip edge and underlayment or install a manufacturer–approved ASTM D1970 fully adhered (peel-and-stick) starter strip with asphaltic adhesive strip at eave and rake.
- Metal roof covers: Apply a compatible manufacturer-approved sealant between the drip edge and adjacent underlayment or use a manufacturer-approved 4-inch-wide selfadhered seam tape.
- Roof pitch less than 2:12: Refer to manufacturer's drip edge installation requirements.

S1.1.3 Installation of starter strips at eaves:
Starter strips at eaves shall be set in a minimum 8-inch-wide strip of flashing cement. Maximum thickness of flashing cement shall be 1/8 inch or a shingle manufacturer–approved ASTM D1970 fully adhered (peel-and-stick) starter strip with asphaltic adhesive strip at eave.

S1.1.4 Attachment of shingles at intersections, valleys, rakes and gable ends:

S1.1.4.1 Attachment of Shingles at Intersections and Valleys:
Shingles installed at all intersections and both sides of open valleys shall be set in a minimum 8-in.wide strip of flashing cement. The maximum thickness of flashing cement shall be ⅛ in. Cut side of closed valleys shall be set in a minimum 2-in.-wide, ⅛-in.-thick strip of flashing cement. Woven valleys to be installed according to the manufacturer's specifications.

S1.1.4.2 Attachment of Shingles at Rakes:
Manufacturer-approved starter strips at rakes shall be set in a minimum 8-in.-wide strip of compatible flashing cement. Maximum thickness of flashing cement shall be ⅛ in or install a shingle manufacturer–approved ASTM D1970 fully adhered (peel-and-stick) starter strip with asphaltic adhesive strip at rake. Fasten starter strips parallel to the rakes according to the manufacturer’s specifications. Position fasteners to ensure they will not be exposed. Starter strips and shingles must not extend more than ¼ in. beyond the drip edge.

S1.2 Metal Panel Roof Coverings:
Metal panel roofing systems shall be installed in accordance with the manufacturer's installation instructions and shall provide uplift resistance equal to or greater than the most critical design uplift pressure for the roof based on the site design wind speed, mean roof height, slope, and exposure category.

Products shall be tested in accordance with UL 1897, UL 580, or TAS 125, incorporating a 2.0 safety factor, and have evaluation reports from one of the following:
- ICC-ES Evaluation Report
- Florida Product Approval
- Miami-Dade County Notice of Acceptance (NOA)
- Texas Department of Insurance (TDI) Evaluation Report

The metal panels shall be installed over continuous decking and one of the acceptable sealed roof deck underlayment options (See Section S2).

S1.3 Clay and Concrete Roof Tiles:
Clay and concrete roof tiles shall be installed in accordance with manufacturer's installation instructions, manufacturer's product approval, and FRSA/Tile Roofing Institute Florida High Wind Concrete and Clay Tile Installation Manual (5th edition for ASCE 7-10) or (6th edition for ASCE 716). Clay and concrete roof tile systems shall be installed over continuous 15/32" thick plywood roof decking and one of the acceptable sealed roof deck underlayment options (See Section S2). Clay and concrete roof tile systems and their attachment shall meet the requirements of the site design wind speed and exposure category. Hip and ridge structural supports shall be attached to the roof framing to resist the uplift pressure for the site design wind speed and exposure. Hip and ridge tiles shall be secured to the hip and ridge structural supports with mechanical fasteners and/or an approved roof tile adhesive to resist the uplift pressure for the site design.

S1.4 Other Roof Coverings:
For all other roof coverings, the designer must provide documentation showing the roof covering and the attachments were designed for the component and cladding wind pressures corresponding to the site design wind speed. All roof coverings, regardless of type, shall be installed in accordance with the manufacturer's installation guidelines for the appropriate design wind speed. When applicable (e.g., wood shakes, slate roofs), the roof deck shall be sealed using one of the options provided in Section S2 that is compatible with the manufacturer's installation requirements for the roof covering selected.

S1.5 Residential Re-roofing:
Re-roofing of residential structures shall meet the requirements of this section for roof sheathing replacement, roof sheathing attachment, and roof covering; and Section S2 for Sealed Roof Deck. Existing roof coverings shall be removed to expose the roof deck. An inspection shall be conducted at this point to determine the condition of roof decking in accordance with section S1.5.1. The inspection shall also determine the adequacy of the roof deck attachment and the existing decking. Any replaced decking shall be fastened in accordance with Section S1.5.2 or Section S1.5.3 as appropriate for the type and thickness of the roof decking.

S1.5.1 Deteriorated or damaged roof deck:
Damaged or deteriorated decking will generally be marked by one or more of the following characteristics: soft or spongy wood, wood swelling or buckling, delamination (plywood), or crumbling and flaking wood. If deteriorated or damaged roof decking is identified, the decking shall be replaced.

S1.5.2 Attachment of wood boards/lumber (Roof Decking):
Up to 8" Width - Add fasteners as required to ensure that the decking is secured with at least two nails, having a minimum diameter of 0.131 inches, and penetrate a minimum of 1-5/8 inches into the roof framing (minimum length of nail - 21/2")

Wider than 8" - Three nails to each framing member it crosses, having a minimum diameter of

0.131 inches and penetrate a minimum of 15/8 inches into roof framing (minimum length of nail - 21/2"). Framing members shall be spaced no more than 24 inches apart. Clipped-head, D-head, or round-head nails shall be acceptable provided they have the required minimum diameter and length.

S1.5.3 Attachment of wood structural panel (plywood or OSB) Roof Sheathing:
Re-nailing requirements are based on using ring-shank nails with the following characteristics and dimensions.

- Ring shank nails conforming to ASTM F1667
- Minimum 8d (0.113-inch minimum shank diameter)
- 23/8-inch minimum nail length
- Full round head diameter (no clipped head nails allowed)

TABLE S1. ROOF SHEATHING AND ATTACHMENT

ASCE Edition	**Minimum Roof Sheathing Thickness** 1, 2, 3	**Minimum Nail Size/Type** 1	**Maximum Nail Spacing** (All Roof Areas)
ASCE 7-10	7/16 inch	RsRS-01;0.113” DIA X 23/8 Roof Sheathing Ring Shank Nail	4-inch o.c.
ASCE 7-16	15/32 inch		

Notes for Table S1:

1. For concrete and clay tile roof coverings, minimum thickness is 15/32"
2. For metal roof coverings, verify manufacturer's sheathing thickness requirements are met
3. Full round head diameter nails; no clipped-head nails; no common nails; no staples

S2 Sealed Roof Deck:
For all new construction and re-roofing applications, a sealed roof deck shall be constructed using one of the methods specified in Sections S2.1, S2.2, S2.3, or S2.4 for roofs with 2:12 pitch or greater. For roof slopes less than 2:12, a low-slope roof cover system that meets required site design uplift pressures shall be installed per manufacturer instructions.

S2.1 Self-adhering Polymer-Modified Bitumen Membrane:
The entire roof deck shall be covered with a full layer of self-adhering polymer-modified bitumen membrane ("peel and stick") conforming to ASTM D1970 requirements. In applications where membrane adhesion to OSB is marginal, apply a primer to the OSB panels to ensure the proper attachment of the self-adhering membrane to the sheathing

S2.2 Tape Seams Between Roof Deck Wood Structural Panels:
Apply a 4-inch-wide ASTM D1970 compliant self-adhering polymer-modified bitumen flashing tape or a 3¾-inch wide AAMA 711-13, Level 3 (for exposure up to 80oC/176oF) compliant selfadhering flexible flashing tape to seal all horizontal and vertical joints in the roof deck. In

applications where flashing tape adhesion to OSB is marginal, apply a manufacturer-specified compatible primer to the OSB panels where the tape will be used to ensure the proper attachment of the self-adhering tape to the sheathing.

Cover the entire deck with one of the following underlayment options over the self-adhering tape:

- ASTM D226 Type II (#30)
- ASTM D4869 Type III or Type IV (#30)
- ASTM D6757 (for asphalt shingle roof covers)
- ASTM D8257 (standard for polymeric underlayment)

S2.2.1 Underlayment Installation:
Underlayment shall be attached using corrosion-resistant annular ring or deformed shank roofing nails (0.083-inch minimum diameter and penetrate 3/4 inch through roof sheathing) with minimum 1-in.-diameter caps (button cap nails) at 6 in. o.c. spacing along all laps and at 12 in. o.c. vertically and horizontally in the field or a more stringent fastener schedule if required by the manufacturer for high-wind and prolonged exposure installations. Horizontal laps shall be a minimum of 4 in., and end laps shall be a minimum of 6 in. Weave underlayment across valleys. Double-lap underlayment across ridges (unless there is a continuous ridge vent). Lap underlayment with minimum 6-in. leg "turned-up" at wall intersections; lap wall weather barrier over turned-up roof underlayment.

S2.3 Two Layers of Underlayment:
Install two (2) layers of ASTM D226 Type II (#30) or ASTM D4869 Type III or IV (#30) underlayment in a shingle fashion, lapped 19 in. on horizontal seams (36-in. roll), and 6 in. on vertical seams. Create a starter course of felt by cutting 17 in. off one side of the roll and install the remaining 19-in.-wide strip of underlayment along the eave, safely tacked in place. Install a 36-in.wide roll of underlayment over the 19- in.-wide course of underlayment along the eave. The same procedure shall be followed for each course, overlapping the sheets 19-in. (leaving a 17-in. exposure).
The underlayment shall be fastened with annular ring or deformed shank nails with 1-in.-diameter caps at 6-in. o.c. along the laps and at approximately 12- in. o.c. in the field of the top sheet between the side laps. For sites with ultimate design wind speeds less than 160 mph (ASCE 7-10 or 7-16), annular ring or deformed shank nails with 1-in.-diameter caps (button cap nails) shall be allowed. For sites with ultimate design wind speeds greater than or equal to 160 mph (ASCE 7-10 or 7-16), annular ring or deformed shank nails with 1-in.-diameter thin metal disks ("tincaps") shall be used.

Note:

- Weave underlayment across valleys.
- Double-lap underlayment across ridges (unless there is a continuous ridge vent).
- Lap underlayment with minimum 6-in. leg "turned up" at wall intersections; lap wall weather barrier over turned-up roof underlayment.

S2.4 Combination Roof Sheathing and Roof Underlayment:

An ICC Evaluation Service AC266-rated system consisting of wood structural sheathing with an integrated water-resistive barrier such as Huber Zip System Roof Sheathing Panels can be used in combination with approved tape to seal the roof deck seams.

S3 Aluminum/Vinyl Soffit:
Aluminum/Vinyl Soffit covering are limited to a maximum of 12 inches between support members and must be installed in accordance with the soffit manufacturer's instructions. Aluminum soffit covers shall not be used within 3000 ft of the coast.

S4 Roof Deck Attachment:
Roof sheathing thickness and attachment shall be in accordance with Section S1.5.3.

S5 Roof Vents:
Roof Vents shall be designed for the applicable wind load; ridge and off ridge vents shall be tested in accordance with the Florida Building Code Testing Application Standard or TAS 100(A) for high wind and be labeled for verification of compliance. All roof vents shall be installed in accordance with the manufacturer's installation instructions for the appropriate wind load.
Gable vents shall be provided with a removable cover that can be attached from the outside made of plywood or a nonporous type of shutter that will prevent water from entering through the gable end vent. Wood structural panels with a minimum thickness of 7/16 inch and a maximum span of 4 feet shall be used as a gable end cover. Panels must be pre-cut so that they can be attached to the framing surrounding the gable vent. Panels shall be pre-drilled as required for the anchorage method, and all required hardware shall be provided. Permanent corrosion-resistant attachment hardware with anchors permanently installed on the building shall be provided. The attachment schedule shall be in accordance with Table S5.

TABLE S5. GABLE END COVERING FASTENER SCHEDULE

Fastener Type	Fastener sp-0acing (inches)1
¼-inch diameter Lag Screw2 based anchor with 2-inch embedment length 2 and 1” diameter washer	16

Notes for Table S5:
1. Fasteners shall be installed at opposing ends of the wood structural panel and have a 2-inch minimum penetration into the building framing through veneers. Attachment to veneers is not acceptable.
2. Where screws are attached to masonry or masonry/stucco, they shall be attached using vibrationresistant anchors having a minimum withdrawal capacity of 1500 lb.

S6 Gable End Bracing:
Gable end wood structural panel wall sheathing shall have a minimum thickness of 7/16 inch.

Unless balloon framed, gable ends over 3-ft high shall be braced using the method specified in S6.1, S6.2, or S6.3 or per 2018 IEBC, Appendix C, Chapter C1 "Gable End Retrofit for High Wind Areas."

S6.1 Gable End Bracing Option 1:
Gable end framing, connections, and bracing shall be designed by a professional engineer for the appropriate exposure category, design wind speed, mean roof height, and location on the building to resist the appropriate positive and negative lateral wind loads and wind uplift.

S6.2 Gable End Bracing Option 2:
A minimum 2-inch x 6-inch horizontal strong-back shall be installed at the midpoint of the vertical height of the gable end wall. Strong-back shall be attached to each framing member it crosses using metal straps with 3- 8d x 1-1/2-inch-long nails at each end of the strap. Minimum 2 x 4 diagonal bracing not to exceed 45 degrees or 4 feet o.c. shall be installed on top of strong back and face nailed with 4-10d nails into the side of gable wall framing studs. The other ends of diagonal braces shall be toenailed to roof rafters or top chords or trusses and connected with a metal strap with 4-8d x 1-1/2-inch long nails at each end of strap or face nailed with 4-10d nails into sides of ceiling joists when they run perpendicular to the gable wall or into the sides of 2-inch x 4-inch x 8-foot lateral braces connected to tops of ceiling joists or truss bottom chords when ceiling joists run parallel to the gable wall.
In addition, when ceiling joists run parallel to the gable end wall, a minimum 2-inch x 4-inch x 8foot lateral brace shall be installed at a maximum of 6 feet o.c. on top of ceiling joists or truss bottom chord and gable top plate, aligned with a wall stud below and nailed with 2-10d nails at each support. Metal 20-gauge straps shall be installed on top of 2-inch x 4-inch lateral brace and over gable top plate into stud below using 10- 8d nails top and bottom (into the lateral brace and into the wall stud below). Install minimum 2 x 4 blocking under lateral braces in the bay between the gable wall framing and the first ceiling joist or truss with four (4) 10d nails.

S6.3 Gable End Bracing Option 3:
When ceiling joists or trusses run parallel to the gable end wall, continuous 2-by-4 lateral braces shall be installed on the top edges of ceiling joists or the top edges of truss bottom chords from the gable end truss/framing at a maximum of 6-feet o.c. and aligned with a wall stud below. The lateral braces shall be attached to each truss bottom chord/ceiling joist with 2-10d nails. The braces shall extend back from the gable truss/framing at a distance equal to 90% of the building width. Each lateral brace shall have a minimum 20-gauge metal strap connected to the lateral brace that wraps over the bottom chord of the gable end wall plate/truss, over the top plate of the wall below, and connected to a stud in the wall below. Straps shall be connected with ten (10) 8d nails at each end. Install minimum 2 x 4 blocking under lateral braces in the bay between the gable wall framing and the first ceiling joist or truss with four (4) 10d nails.

S7 Continuous Load Path:
A continuous load path shall be provided to transfer all lateral and vertical loads from the roof, wall, and floor systems to the foundation. All residential structures proposed for locations with an ultimate wind speed of greater than 115 mph shall have the structural design depicting the load path and all connections signed and sealed by a State-based, registered, licensed professional engineer.

S8 Glazed Openings:
Glazed openings shall be designed and protected in relation to the applicable wind loads and impact resistance requirements specified in Sections S8.1 and S8.2.

S8.1 Design Pressure Requirements:
Windows, all exterior doors (including the glazing in exterior doors), and all impact protection systems shall be rated for the design pressures appropriate for the exposure category, design wind speed, opening size, and opening location on the building. The required pressure ratings shall be depicted on the building plans. Products shall be tested, at a minimum, in accordance with IRC accepted standards and installed in accordance with the manufacturer's instructions. Acceptable IRC design pressure test standards for windows and glass doors include AAMA/WDMA/CSA 101/I.S.2/A440, ASTM E330 (products shall be tested to 1.5 times design pressure). Installation of products with adequate ratings achieved using the Florida Building Code Testing Application Standard, TAS 202 shall also be permitted.

S8.2 Opening Protection Impact Requirements:
All glazing in exterior windows and doors (including sliding glass doors, garage doors, and entry doors, etc.) shall be impact rated or protected by a system that is impact-rated as defined in this section.

Where the ultimate design wind speed is 115 mph or greater (i.e., hurricane-prone regions), openings and opening covers must be impact rated in accordance with the following tests and requirements:

- Large Missile D (8 lb 2x4 impacting end on at 50 ft/sec) as defined in ASTM E1996 and ASTM E 1886 or AAMA 506 (AAMA is also known as FGIA)
- The Florida Building Code Testing Application Standards TAS 201 and TAS 203
- Where ultimate design wind speeds are less than 130 mph, protective systems that provide at least the level of protection of wood structural panels with a minimum thickness of 7/16 in. and a maximum span of 44 in. between lines of fasteners are permitted to be used as removable opening protection. Panels shall be pre-cut and predrilled as required for the anchorage method, and all required hardware shall be provided. Wood structural panels shall extend a minimum of 1-inch beyond the centerline of fasteners. Permanent corrosion-resistant attachment hardware with anchors permanently installed on the building must be provided. The attachment schedule must be, at a minimum, in accordance with Table S5.

S9 Garage Doors:
Garage doors and their attachment system shall conform to the design wind pressure for the door size, exposure category, and design wind speed at the site. Products shall be tested and approved per ANSI/DASMA 108 or ASTM E 330 for the required design wind pressure. Garage doors and their attachment systems with adequate ratings achieved using the Florida Building Code Testing Application Standard, TAS 202 shall also be permitted. Labeling for verification of compliance is required. Garage doors with windows must also be protected from impact (either tested for impact resistance in accordance with ANSI/DASMA 115 or protected by an impact-rated cover).

S10 Chimney Chases:
Wood frame chimney chases shall be structurally connected to rafters and ceiling joists. The attachment shall be detailed in the engineered plans or shall meet the minimum requirements of Sections S10.1, S10.2, and S10.3, as illustrated in Figure S10.

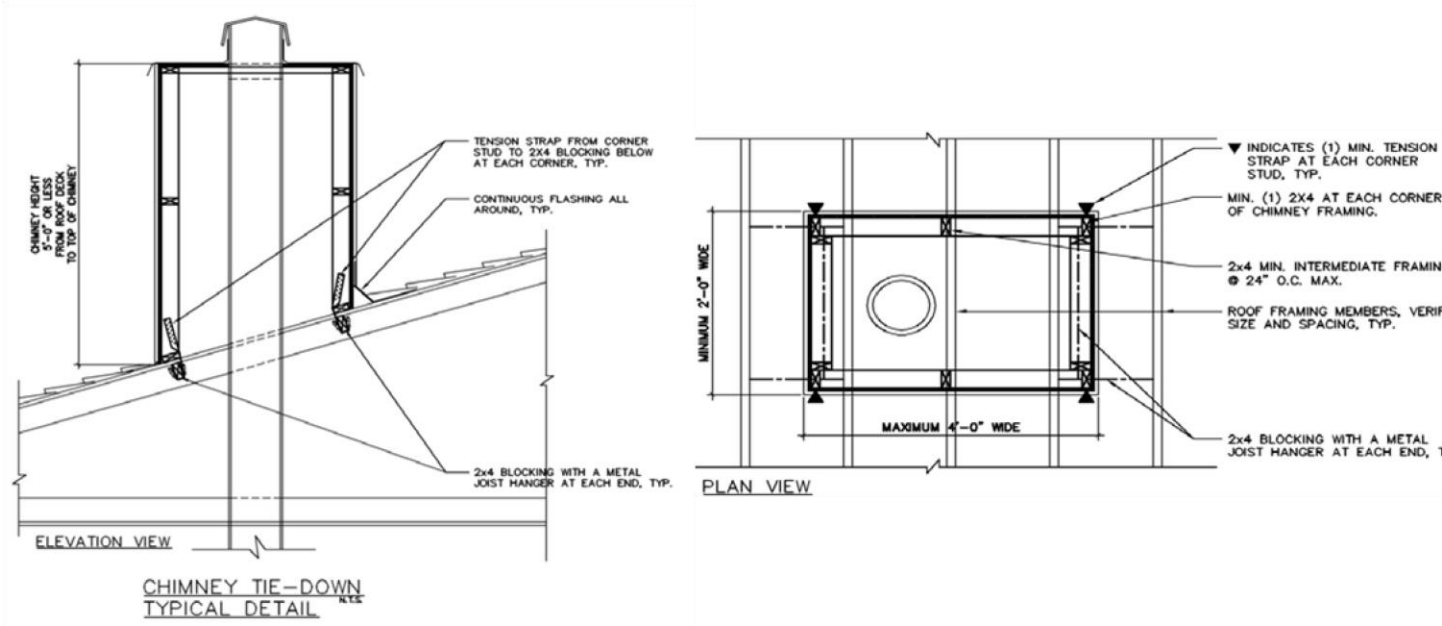
S10.1 Connection of Chimney structure to Roof Structure:
Each corner of the chimney structure shall have a tension strap fastened to the corner stud that continues downward to the roof support members below. The tension strap shall have a minimum tension capacity of 700 pounds and shall be connected per manufacturer installation instructions.

S10.2 Sheathing of Chimney:
Chimney framing shall be sheathed with a minimum of 7/16-inch-thick wood structural panels on all four exterior sides.

S10.3 Support of Chimney Perimeter:
The base perimeters of chimney framing shall be continuously supported by minimum 2x4 blocking fastened to roof framing members with joist hangers.

FIGURE S10. TYPICAL CHIMNEY TIE-DOWN DETAILS

S11 Braced Wall Lines / Shear Walls:



Exterior and Interior shear wall and/or braced wall panel locations shall be indicated on the plans and shall be nailed in accordance with the engineered drawings but no less than 6 inches o.c. maximum spacing along all intermediate and edge framing using 8d (0.113-inch diameter x 2-3/8inch-long) irregular shank (i.e., ring shank or spiral) nails with full round heads. Shear wall designs and hold-down connections to the foundation shall be in accordance with accepted engineering practices and meet the engineered design requirements specified in Section S7.

ARTICLE ELEVEN: 2021 INTERNATIONAL RESIDENTIAL CODE > Part V-Mechanical > Amended as follows:

CHAPTER 12 MECHANICAL ADMINISTRATION – Delete in its entirety.

CHAPTER 13 GENERAL MECHANICAL SYSTEM REQUIREMENTS – Delete in its entirety.

CHAPTER 14 HEATING AND COOLING EQUIPMENT AND APPLIANCES – Delete in its entirety.

CHAPTER 15 EXHAUST SYSTEMS – Delete in its entirety.

CHAPTER 16 DUCT SYSTEMS – Delete in its entirety.

CHAPTER 17 COMBUSTION AIR – Delete in its entirety.

CHAPTER 18 CHIMNEYS AND VENTS – Delete in its entirety.

CHAPTER 19 SPECIAL APPLIANCES, EQUIPMENT AND SYSTEMS – Delete in its entirety.

CHAPTER 20 BOILERS AND WATER HEATERS – Delete in its entirety.

CHAPTER 21 HYDRONIC PIPING – Delete in its entirety.

CHAPTER 22 SPECIAL PIPING AND STORAGE SYSTEMS – Delete in its entirety.

CHAPTER 23 SOLAR THERMAL ENERGY SYSTEMS – Delete in its entirety.

All mechanical design, installation, maintenance, alterations, equipment, and inspections shall be in compliance with the *2021 International Mechanical Code* which is adopted by separate ordinance.

ARTICLE TWELVE: 2021 INTERNATIONAL RESIDENTIAL CODE > Part VI-Fuel gas > CHAPTER 24 FUEL GAS > Amended as follows:

CHAPTER 24 FUEL GAS – Delete in its entirety.

All fuel gas design, installation, maintenance, alterations, equipment, and inspections shall be in compliance with the *2021 International Fuel Gas Code* which is adopted by separate ordinance.

ARTICLE THIRTEEN: 2021 INTERNATIONAL RESIDENTIAL CODE > Part VII-Plumbing > Amended as follows:

CHAPTER 25 PLUMBING ADMINSTRATION – Delete in its entirety.

CHAPTER 26 GENERAL PLUMBING REQUIREMENTS – Delete in its entirety.

CHAPTER 27 PLUMBING FIXTURES – Delete in its entirety.

CHAPTER 28 WATER HEATERS – Delete in its entirety.

CHAPTER 29 WATER SUPPLY AND DISTRIBUTION – Delete in its entirety.

CHAPTER 30 SANITARY DRAINAGE – Delete in its entirety.

CHAPTER 31 VENTS – Delete in its entirety.

CHAPTER 32 TRAPS – Delete in its entirety.

CHAPTER 33 STORM DRAINAGE – Delete in its entirety.

All plumbing systems design, installation, maintenance, alterations, equipment, and inspections shall be in compliance with the *2021 International Plumbing Code* which is adopted by separate ordinance.

ARTICLE FOURTEEN: 2021 INTERNATIONAL RESIDENTIAL CODE > Part VIII-Electrical > Amended as follows:

CHAPTER 34 GENERAL REQUIREMENTS – Delete in its entirety.

CHAPTER 35 ELECTRICAL DEFINITIONS – Delete in its entirety.

CHAPTER 36 SERVICES – Delete in its entirety.

CHAPTER 37 BRANCH CIRCUIT AND FEEDER REQUIREMENTS – Delete in its entirety.

CHAPTER 38 WIRING METHODS – Delete in its entirety.

CHAPTER 39 POWER AND LIGHTING DISTRIBUTION – Delete in its entirety.

CHAPTER 40 DEVICES AND LUMINARIES – Delete in its entirety.

CHAPTER 41 APPLIANCE INSTALLATION – Delete in its entirety.

CHAPTER 42 SWIMMING POOLS – Delete in its entirety.

CHAPTER 43 CLASS 2 REMOTE-CONTROL, SIGNALING AND POWER-LIMITED CIRCUITS – Delete in its entirety.

All electrical systems design, installation, maintenance, alterations, equipment, and inspections shall be in compliance with the *2020 National Electrical Code* which is adopted by separate ordinance.

ARTICLE FIFTEEN: SEPARATION CLAUSE: If any section, subsection, sentence, clause, or phrase of this Code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code. The City Council of the City of Mobile hereby declares that it would have passed this Code and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, or phrases be declared unconstitutional.

Adopted:

_____

City Clerk

AN ORDINANCE TO ADOPT A RESIDENTIAL CODE FOR THE CITY OF MOBILE, ALABAMA

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: Code and Appendices. That, pursuant to Alabama Code Section 11-45-8 (1975), the 2021 Edition of the International Residential Code and Appendices, along with the amendments to the same contained in this ordinance, which has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama, on,_____, 2021, is hereby adopted as the "Residential Building Code of the City of Mobile."

ARTICLE TWO: Published Ordinance. A copy of this ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said 2021 *International Residential Code* to be published in a newspaper, nor shall the same be spread at length upon the Minutes of this Council, but this ordinance shall be recorded in said Minutes.

ARTICLE THREE: Effective Date. The said 2021 *International Residential Code* shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

ARTICLE FOUR: Contractors Criteria and Qualifications. Criteria and qualifications for all contractors shall be set forth herein.

Contractor Responsibilities. It shall be the duty of every contractor who shall make contracts for the construction, installation, repair, or modifications of buildings, for which a permit is required, to be properly licensed and bonded in accordance with all the City of Mobile and State of Alabama requirements. The contractor shall register his/her name in a register with the Building Official in a book provided for that purpose. The said book shall record the full name, residence and place of business and it shall be the contractor's responsibility to notify the City of Mobile of any changes.

In addition to the requirements as set forth herein, all individuals, agents or businesses who perform work that exceeds $10,000 are required to be a homebuilder, remodeler, or general contractor in accordance with all the statutory requirements of the State of Alabama and City of Mobile.

ARTICLE FIVE: Surety Bond. In addition to the requirements as set forth herein, it shall be the duty of every builder; contractor and sub-contractor to provide and have on file a current License and Permit Bond for $10,000. The bond is subject to the approval of City of Mobile Legal Department and shall be provided by a surety company qualified to do business in the State of Alabama.

Such bond shall insure that the licensee complies with laws, ordinances and building regulations of the applicable governing body. The local governing body shall be indemnified and saved harmless

from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person, firm, or corporation engaged in the building business or by any other unfaithful, inadequate work done either by themselves or their agents or employees.

ARTICLE SIX: Criteria for Owners to Obtain Permits. For the purpose of this Code, an owner physically doing the work themselves may be issued a permit upon the Building Official's satisfaction that the owner is competent to perform the work for which the permit is requested and completion of a Building Affidavit. Any individual other than the owner doing the work on the property is considered a contractor and shall meet the requirements of a contractor and shall comply with all applicable laws, codes, and ordinances. All inspections criteria shall be the same as for contractors in SECTION R109 INSPECTIONS. All other properties will be considered as commercial and subject to ARTICLE FOUR in this Ordinance.

ARTICLE SEVEN: Vehicular Signs. All trucks and similar vehicles used by contractors and subcontractors shall have signs on both sides of the body of said vehicle indicating the full name, address, and telephone number of the firm to which it belongs. Lettering may be any color in contrast to the color of the body, but letters must be at least 1 ½ inches high, identifying the firm's name.

ARTICLE EIGHT: 2021 INTERNATIONAL RESIDENTIAL CODE > Part 1 Administrative > CHAPTER 1 SCOPE AND ADMINISTRATION > Part 1-Scope and Application > To be amended as follows:

R101 Scope and general Requirements – R101.1 Title. To read as follows:
R101.1 Title. These provisions shall be known as the *Residential Code for One-and Two-Family Dwellings* of the City of Mobile and shall be cited as such and will be referred to herein as "this Code."

SECTION R102 APPLICABILITY - R102.4 Referenced codes and standards. – Amend to read as follows:

Add Paragraph R102.4.3 Mechanical. To read as follows:
R102.4.3 Mechanical. The provisions of the *2021 International Mechanical Code*, and adopted ordinances shall apply to the installation, alterations, repairs, and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators, and other energy-related systems.

Add Paragraph R102.4.4 Plumbing. To read as follows:
R102.4.4 Plumbing. The provisions of the *2021 International Plumbing Code,* and adopted ordinances shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the *International Private Sewage Disposal Code* shall apply to private sewage disposal systems.

Add Paragraph R102.4.5 Property Maintenance. To read as follows:
R102.4.5 Property Maintenance. The provisions of the *2021 International Property Maintenance Code* and adopted ordinances shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life, and fire safety hazards; responsibilities of owners, operators, and occupants; and occupancy of existing premises and structures.

Add Paragraph R102.4.6 Fire Prevention. To read as follows:
R102.4.6 Fire Prevention. The provisions of the *2021 International Fire Code*, and adopted ordinances shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

Add Paragraph R102.5.1 Adopted Appendices. To read as follows:
Paragraph R102.5.1 Adopted Appendices. The following appendices shall be adopted:

Appendix AE - Manufactured Housing Used as Dwellings
Appendix AF - Radon Control Methods
Appendix AH - Patio Covers
Appendix AJ - Existing Buildings and Structures
Appendix AK - Sound Transmission
Appendix AM - Home Day Care R-3 Occupancy
Appendix AO - Automatic Vehicular Gates
Appendix AQ – Tiny Houses

Part 2-Administration and Enforcement
SECTION R103 DEPARTMENT OF BUILDING SAFETY – Amend To read as follows:

R103.1 Creation of enforcement agency. Amend to read as follows:
R103.1 Creation of Enforcement Agency. The Department of Building Safety is hereby created, herein shall be called Build Mobile, and the official in charge thereof shall be known as the *Building Official*.

SECTION R104 DUTIES AND POWERS OF THE BUILDING OFFICIAL – R104.10 Modifications. Amend to read as follows:

R104.10.1 Flood hazard areas. Amend to read as follows:
R104.10.1 Flood hazard areas. The *Building Official* shall not grant modifications to any provision related to areas prone to flooding as established by Table R301.2(1) without the granting of a variance to such provisions by the City of Mobile "Storm Water Management and Flood Control Ordinance". Shall be in accordance with International Building Code; applicable section, which is adopted by separate ordinance.

SECTION R105 PERMITS – Amend to read as follows:

R105.2 Work exempt from permits. Amend to read as follows:

Electrical: – Delete in its entirety.
Gas: – Delete in its entirety.
Mechanical: – Delete in its entirety. Plumbing:
– Delete in its entirety.
Paragraph R105.3 Application for Permit. Amend to read as follows:

R105.3 Application for Permit. Add sub-paragraphs as follows:

8. Applicant must provide proper identification.

9. Applicant must verify ownership of property.

SECTION R108 FEES. Amend to read as follows:

R108.2 Schedule of permit fees. To read as follows:

R108.2 Schedule of permit fees. On all buildings, structures, electrical, plumbing, and mechanical systems, or alterations requiring a permit, a fee for each permit shall be paid as required at the time of filing application, in accordance with the "Building Codes Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

R108.5 Refunds. Amend to read as follows:
R108.5 Refunds. Building permit refunds shall be issued in accordance with the policies spelled out in the "Building Codes Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

SECTION R112 BOARD OF APPEALS - Amend to read as follows:

R112.1 General. - Delete in its entirety.
R112.2 Limitations on authority. - Delete in its entirety.
R112.3 Qualifications. – Delete in its entirety.
R112.4 Administration. – Delete in its entirety.

Add Paragraph R112.1 General. To read as follows:
R112.1 General. Board of Appeals shall be in accordance with applicable sections of the International Building Code and the Ordinance Adopting the International Building Code.

Add Paragraph R112.2 Determination of substantial improvements in flood prone areas. To read as follows:

R112.2 Determination of substantial improvements in flood prone areas. Shall be in accordance with the City of Mobile "Storm Water Management and Flood Control Ordinance" administered and enforced by the City of Mobile Engineering Department.

Add Paragraph R112.3 Criteria for issuance of a variance for areas prone to flooding. To read as follows:

R112.3 Criteria for issuance of a variance for areas prone to flooding. Variance for areas prone to flooding shall be in accordance with the City of Mobile "Storm Water Management and Flood Control Ordinance".

SECTION R113. VIOLATIONS – Amend To read as follows:

Paragraph R113.4 Violations Penalties. To read as follows:

Add Sub-Paragraph (A)

(A) Violation of the provisions of the 2021 International Residential Code (IRC) shall be subject to $250.00 unless otherwise listed below:

1. Occupying building without Certificate of Occupancy $300.00
2. Working without proper license and certifications $500.00
3. Signage on all vehicles used by contractor. $100.00
4. Interference with Building Official $100.00

ARTICLE NINE: 2021 INTERNATIONAL RESIDENTIAL CODE > Part II-Definitions > CHAPTER 2 DEFINITIONS > SECTION R202 DEFINITIONS > Amend to read as follows:

Add DEFINITIONS – To read as follows:

FLOOD HAZARD AREA. The area designed as a flood hazard area in accordance with the "Storm Water Management and Flood Control Ordinance" adopted and administered by the City of Mobile's Engineering Department.

HISTORIC BUILDING. Any building or structure that is listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic Places; designated as a historic property under local or state designation; certified as a contributing resource within a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed in the Alabama Register or the National Register of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places.

ARTICLE TEN: 2021 INTERNATIONAL RESIDENTIAL CODE > Part III – Building Planning and Construction > CHAPTER 3 BUILDING PLANNING > Amend as follows:

SECTION R301 DESIGN CRITERIA - Amend to read as follows:

Table R301.2 Climatic and Geographic Design Criteria - To read as follows:

TABLE R301.2

Ground Snow Load	Wind Design		Seismic Design	Subject To Damage From			Winter Design	Ice Barrier	Flood Hazard	Air	Mean Annual
	Speed (MPH)	Topographic Effects	Category	Weathering	Frost Line Depth	Termites	Temp	Underlayment Required		Freezing Index	Temp
0	Ultimate 159	No	A	Negligible	12 Inches	Needed	29	No	Yes	1500	67.5 degrees

SECTION R313 AUTOMATIC FIRE SPRINKLER SYSTEM – Amend to read as follows:

R313.1 Townhouse automatic fire sprinkler systems. – Delete in its entirety.

R313.2 One- and two-family dwellings automatic sprinkler systems. – Delete in its entirety.

Add R313.1 Automatic Fire Sprinkler System. To read as follows:

R313.1 Automatic Fire Sprinkler System. Shall be in accordance with the State of Alabama Energy Conservation Code. Code of Alabama 1975 – Title 41: State Government – Section 41-2385 – Function of Board and Division

SECTION R318 PROTECTION AGAINST SUBTERRANEAN TERMITES >
R318.2 Chemical termiticide treatment. - Amend to read follows:

Add Paragraph R318.2.1 Treatment verification. To read as follows:

R318.2.1 Treatment verification. It shall be the responsibility of the permit holder to provide a receipt from a licensed and bonded pest control specialist to certify soil treatment or field applied wood treatment and materials used.

Amend SECTION R322 FLOOD-RESISTANT CONSTRUCTION to read as follows:
R322.1.4 Establishing the design flood elevation. Amend to read as follows:

R322.1.4 Establishment of special flood hazard areas. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in the most current adopted Flood Insurance Study entitled “The Flood Insurance Study for

Mobile County, Alabama and Incorporated Areas", as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this Section.
Where there is a difference between the ordinances relating to flood hazard areas, flood hazard map, supporting data or code, the more stringent provision shall prevail.

Add paragraph 322.1.4.3 Variance and appeal. To read as follows.
322.1.4.3 Variance and appeal. The variance and appeal procedure shall be in accordance with the applicable sections of the adopted "Storm Water Management and Flood Control Ordinance" which is administered and enforced by the City of Mobile Engineering Department.

2021 INTERNATIONAL RESIDENTIAL CODE > CHAPTER 9 ROOF ASSEMBLIES >
Amend as follows:
ADD THE FOLLOWING COASTAL CONSTRUCTION CODE SUPPLEMENT (CCCS):
Where there is a conflict between the general requirement of the 2021 IRC and a specific requirement of the CCCS, the specific requirement of the CCCS shall be applicable.

S1 Roof Coverings
Roof coverings and their attachment shall be rated for the ASCE 7 design wind speed or corresponding wind and uplift pressures for the site location of the building and shall be installed in accordance with the manufacturer's recommendations for high-wind regions.

S1.1 Asphalt Shingles:
Asphalt shingles shall be tested in accordance with ASTM D7158 or ASTM D3161 and meet Class H or F requirements. Their packaging shall be labeled to indicate compliance with ASTM D7158 Class H or ASTM D3161 Class F.

S1.1.1 Shingle attachment:
Shingles shall be installed using the number of fasteners required by the manufacturer for high wind fastening. In areas where the local building code requires more fasteners than required by the manufacturer, fasteners shall comply with the local building code.

S1.1.2 Drip Edge Installation
A metal drip edge (minimum 26-gauge steel) shall be installed over underlayment along all eaves and gable rake edges. Drip edge flange shall extend a minimum of 1/2 inch below the sheathing. Drip edge shall be attached at 4 inches on center using roofing nails in a staggered pattern along the length of the drip edge. Drip edges shall be overlapped a minimum of 3 inches and secured with 2 nails at overlaps.

Roof pitch 2:12 or greater:

- Shingle roof covers: Seal the drip edge over the underlayment and install the starter strip at the eave and rake by applying an 8-inch-wide layer of compatible flashing cement with 1/8-inch maximum thickness over the drip edge and underlayment or install a manufacturer–approved ASTM D1970 fully adhered (peel-and-stick) starter strip with asphaltic adhesive strip at eave and rake.
- Metal roof covers: Apply a compatible manufacturer-approved sealant between the drip edge and adjacent underlayment or use a manufacturer-approved 4-inch-wide selfadhered seam tape.
- Roof pitch less than 2:12: Refer to manufacturer's drip edge installation requirements.

S1.1.3 Installation of starter strips at eaves:
Starter strips at eaves shall be set in a minimum 8-inch-wide strip of flashing cement. Maximum thickness of flashing cement shall be 1/8 inch or a shingle manufacturer–approved ASTM D1970 fully adhered (peel-and-stick) starter strip with asphaltic adhesive strip at eave.

S1.1.4 Attachment of shingles at intersections, valleys, rakes and gable ends:

S1.1.4.1 Attachment of Shingles at Intersections and Valleys:
Shingles installed at all intersections and both sides of open valleys shall be set in a minimum 8-in.wide strip of flashing cement. The maximum thickness of flashing cement shall be ⅛ in. Cut side of closed valleys shall be set in a minimum 2-in.-wide, ⅛-in.-thick strip of flashing cement. Woven valleys to be installed according to the manufacturer's specifications.

S1.1.4.2 Attachment of Shingles at Rakes:
Manufacturer-approved starter strips at rakes shall be set in a minimum 8-in.-wide strip of compatible flashing cement. Maximum thickness of flashing cement shall be ⅛ in or install a shingle manufacturer–approved ASTM D1970 fully adhered (peel-and-stick) starter strip with asphaltic adhesive strip at rake. Fasten starter strips parallel to the rakes according to the manufacturer’s specifications. Position fasteners to ensure they will not be exposed. Starter strips and shingles must not extend more than ¼ in. beyond the drip edge.

S1.2 Metal Panel Roof Coverings:
Metal panel roofing systems shall be installed in accordance with the manufacturer's installation instructions and shall provide uplift resistance equal to or greater than the most critical design uplift pressure for the roof based on the site design wind speed, mean roof height, slope, and exposure category.

Products shall be tested in accordance with UL 1897, UL 580, or TAS 125, incorporating a 2.0 safety factor, and have evaluation reports from one of the following:
- ICC-ES Evaluation Report
- Florida Product Approval
- Miami-Dade County Notice of Acceptance (NOA)
- Texas Department of Insurance (TDI) Evaluation Report

The metal panels shall be installed over continuous decking and one of the acceptable sealed roof deck underlayment options (See Section S2).

S1.3 Clay and Concrete Roof Tiles:
Clay and concrete roof tiles shall be installed in accordance with manufacturer's installation instructions, manufacturer's product approval, and FRSA/Tile Roofing Institute Florida High Wind Concrete and Clay Tile Installation Manual (5th edition for ASCE 7-10) or (6th edition for ASCE 716). Clay and concrete roof tile systems shall be installed over continuous 15/32" thick plywood roof decking and one of the acceptable sealed roof deck underlayment options (See Section S2). Clay and concrete roof tile systems and their attachment shall meet the requirements of the site design wind speed and exposure category. Hip and ridge structural supports shall be attached to the roof framing to resist the uplift pressure for the site design wind speed and exposure. Hip and ridge tiles shall be secured to the hip and ridge structural supports with mechanical fasteners and/or an approved roof tile adhesive to resist the uplift pressure for the site design.

S1.4 Other Roof Coverings:
For all other roof coverings, the designer must provide documentation showing the roof covering and the attachments were designed for the component and cladding wind pressures corresponding to the site design wind speed. All roof coverings, regardless of type, shall be installed in accordance with the manufacturer's installation guidelines for the appropriate design wind speed. When applicable (e.g., wood shakes, slate roofs), the roof deck shall be sealed using one of the options provided in Section S2 that is compatible with the manufacturer's installation requirements for the roof covering selected.

S1.5 Residential Re-roofing:
Re-roofing of residential structures shall meet the requirements of this section for roof sheathing replacement, roof sheathing attachment, and roof covering; and Section S2 for Sealed Roof Deck. Existing roof coverings shall be removed to expose the roof deck. An inspection shall be conducted at this point to determine the condition of roof decking in accordance with section S1.5.1. The inspection shall also determine the adequacy of the roof deck attachment and the existing decking. Any replaced decking shall be fastened in accordance with Section S1.5.2 or Section S1.5.3 as appropriate for the type and thickness of the roof decking.

S1.5.1 Deteriorated or damaged roof deck:
Damaged or deteriorated decking will generally be marked by one or more of the following characteristics: soft or spongy wood, wood swelling or buckling, delamination (plywood), or crumbling and flaking wood. If deteriorated or damaged roof decking is identified, the decking shall be replaced.

S1.5.2 Attachment of wood boards/lumber (Roof Decking):
Up to 8" Width - Add fasteners as required to ensure that the decking is secured with at least two nails, having a minimum diameter of 0.131 inches, and penetrate a minimum of 1-5/8 inches into the roof framing (minimum length of nail - 21/2")

Wider than 8" - Three nails to each framing member it crosses, having a minimum diameter of

0.131 inches and penetrate a minimum of 15/8 inches into roof framing (minimum length of nail - 21/2"). Framing members shall be spaced no more than 24 inches apart. Clipped-head, D-head, or round-head nails shall be acceptable provided they have the required minimum diameter and length.

S1.5.3 Attachment of wood structural panel (plywood or OSB) Roof Sheathing:
Re-nailing requirements are based on using ring-shank nails with the following characteristics and dimensions.

- Ring shank nails conforming to ASTM F1667
- Minimum 8d (0.113-inch minimum shank diameter)
- 23/8-inch minimum nail length
- Full round head diameter (no clipped head nails allowed)

TABLE S1. ROOF SHEATHING AND ATTACHMENT

ASCE Edition	**Minimum Roof Sheathing Thickness** 1, 2, 3	**Minimum Nail Size/Type** 1	**Maximum Nail Spacing** (All Roof Areas)
ASCE 7-10	7/16 inch	RsRS-01;0.113” DIA X 23/8 Roof Sheathing Ring Shank Nail	4-inch o.c.
ASCE 7-16	15/32 inch		

Notes for Table S1:

1. For concrete and clay tile roof coverings, minimum thickness is 15/32"
2. For metal roof coverings, verify manufacturer's sheathing thickness requirements are met
3. Full round head diameter nails; no clipped-head nails; no common nails; no staples

S2 Sealed Roof Deck:
For all new construction and re-roofing applications, a sealed roof deck shall be constructed using one of the methods specified in Sections S2.1, S2.2, S2.3, or S2.4 for roofs with 2:12 pitch or greater. For roof slopes less than 2:12, a low-slope roof cover system that meets required site design uplift pressures shall be installed per manufacturer instructions.

S2.1 Self-adhering Polymer-Modified Bitumen Membrane:
The entire roof deck shall be covered with a full layer of self-adhering polymer-modified bitumen membrane ("peel and stick") conforming to ASTM D1970 requirements. In applications where membrane adhesion to OSB is marginal, apply a primer to the OSB panels to ensure the proper attachment of the self-adhering membrane to the sheathing

S2.2 Tape Seams Between Roof Deck Wood Structural Panels:
Apply a 4-inch-wide ASTM D1970 compliant self-adhering polymer-modified bitumen flashing tape or a 3¾-inch wide AAMA 711-13, Level 3 (for exposure up to 80oC/176oF) compliant selfadhering flexible flashing tape to seal all horizontal and vertical joints in the roof deck. In

applications where flashing tape adhesion to OSB is marginal, apply a manufacturer-specified compatible primer to the OSB panels where the tape will be used to ensure the proper attachment of the self-adhering tape to the sheathing.

Cover the entire deck with one of the following underlayment options over the self-adhering tape:

- ASTM D226 Type II (#30)
- ASTM D4869 Type III or Type IV (#30)
- ASTM D6757 (for asphalt shingle roof covers)
- ASTM D8257 (standard for polymeric underlayment)

S2.2.1 Underlayment Installation:
Underlayment shall be attached using corrosion-resistant annular ring or deformed shank roofing nails (0.083-inch minimum diameter and penetrate 3/4 inch through roof sheathing) with minimum 1-in.-diameter caps (button cap nails) at 6 in. o.c. spacing along all laps and at 12 in. o.c. vertically and horizontally in the field or a more stringent fastener schedule if required by the manufacturer for high-wind and prolonged exposure installations. Horizontal laps shall be a minimum of 4 in., and end laps shall be a minimum of 6 in. Weave underlayment across valleys. Double-lap underlayment across ridges (unless there is a continuous ridge vent). Lap underlayment with minimum 6-in. leg "turned-up" at wall intersections; lap wall weather barrier over turned-up roof underlayment.

S2.3 Two Layers of Underlayment:
Install two (2) layers of ASTM D226 Type II (#30) or ASTM D4869 Type III or IV (#30) underlayment in a shingle fashion, lapped 19 in. on horizontal seams (36-in. roll), and 6 in. on vertical seams. Create a starter course of felt by cutting 17 in. off one side of the roll and install the remaining 19-in.-wide strip of underlayment along the eave, safely tacked in place. Install a 36-in.wide roll of underlayment over the 19- in.-wide course of underlayment along the eave. The same procedure shall be followed for each course, overlapping the sheets 19-in. (leaving a 17-in. exposure).
The underlayment shall be fastened with annular ring or deformed shank nails with 1-in.-diameter caps at 6-in. o.c. along the laps and at approximately 12- in. o.c. in the field of the top sheet between the side laps. For sites with ultimate design wind speeds less than 160 mph (ASCE 7-10 or 7-16), annular ring or deformed shank nails with 1-in.-diameter caps (button cap nails) shall be allowed. For sites with ultimate design wind speeds greater than or equal to 160 mph (ASCE 7-10 or 7-16), annular ring or deformed shank nails with 1-in.-diameter thin metal disks ("tincaps") shall be used.

Note:

- Weave underlayment across valleys.
- Double-lap underlayment across ridges (unless there is a continuous ridge vent).
- Lap underlayment with minimum 6-in. leg "turned up" at wall intersections; lap wall weather barrier over turned-up roof underlayment.

S2.4 Combination Roof Sheathing and Roof Underlayment:

An ICC Evaluation Service AC266-rated system consisting of wood structural sheathing with an integrated water-resistive barrier such as Huber Zip System Roof Sheathing Panels can be used in combination with approved tape to seal the roof deck seams.

S3 Aluminum/Vinyl Soffit:
Aluminum/Vinyl Soffit covering are limited to a maximum of 12 inches between support members and must be installed in accordance with the soffit manufacturer's instructions. Aluminum soffit covers shall not be used within 3000 ft of the coast.

S4 Roof Deck Attachment:
Roof sheathing thickness and attachment shall be in accordance with Section S1.5.3.

S5 Roof Vents:
Roof Vents shall be designed for the applicable wind load; ridge and off ridge vents shall be tested in accordance with the Florida Building Code Testing Application Standard or TAS 100(A) for high wind and be labeled for verification of compliance. All roof vents shall be installed in accordance with the manufacturer's installation instructions for the appropriate wind load.
Gable vents shall be provided with a removable cover that can be attached from the outside made of plywood or a nonporous type of shutter that will prevent water from entering through the gable end vent. Wood structural panels with a minimum thickness of 7/16 inch and a maximum span of 4 feet shall be used as a gable end cover. Panels must be pre-cut so that they can be attached to the framing surrounding the gable vent. Panels shall be pre-drilled as required for the anchorage method, and all required hardware shall be provided. Permanent corrosion-resistant attachment hardware with anchors permanently installed on the building shall be provided. The attachment schedule shall be in accordance with Table S5.

TABLE S5. GABLE END COVERING FASTENER SCHEDULE

Fastener Type	Fastener sp-0acing (inches)1
¼-inch diameter Lag Screw2 based anchor with 2-inch embedment length 2 and 1” diameter washer	16

Notes for Table S5:
1. Fasteners shall be installed at opposing ends of the wood structural panel and have a 2-inch minimum penetration into the building framing through veneers. Attachment to veneers is not acceptable.
2. Where screws are attached to masonry or masonry/stucco, they shall be attached using vibrationresistant anchors having a minimum withdrawal capacity of 1500 lb.

S6 Gable End Bracing:
Gable end wood structural panel wall sheathing shall have a minimum thickness of 7/16 inch.

Unless balloon framed, gable ends over 3-ft high shall be braced using the method specified in S6.1, S6.2, or S6.3 or per 2018 IEBC, Appendix C, Chapter C1 "Gable End Retrofit for High Wind Areas."

S6.1 Gable End Bracing Option 1:
Gable end framing, connections, and bracing shall be designed by a professional engineer for the appropriate exposure category, design wind speed, mean roof height, and location on the building to resist the appropriate positive and negative lateral wind loads and wind uplift.

S6.2 Gable End Bracing Option 2:
A minimum 2-inch x 6-inch horizontal strong-back shall be installed at the midpoint of the vertical height of the gable end wall. Strong-back shall be attached to each framing member it crosses using metal straps with 3- 8d x 1-1/2-inch-long nails at each end of the strap. Minimum 2 x 4 diagonal bracing not to exceed 45 degrees or 4 feet o.c. shall be installed on top of strong back and face nailed with 4-10d nails into the side of gable wall framing studs. The other ends of diagonal braces shall be toenailed to roof rafters or top chords or trusses and connected with a metal strap with 4-8d x 1-1/2-inch long nails at each end of strap or face nailed with 4-10d nails into sides of ceiling joists when they run perpendicular to the gable wall or into the sides of 2-inch x 4-inch x 8-foot lateral braces connected to tops of ceiling joists or truss bottom chords when ceiling joists run parallel to the gable wall.
In addition, when ceiling joists run parallel to the gable end wall, a minimum 2-inch x 4-inch x 8foot lateral brace shall be installed at a maximum of 6 feet o.c. on top of ceiling joists or truss bottom chord and gable top plate, aligned with a wall stud below and nailed with 2-10d nails at each support. Metal 20-gauge straps shall be installed on top of 2-inch x 4-inch lateral brace and over gable top plate into stud below using 10- 8d nails top and bottom (into the lateral brace and into the wall stud below). Install minimum 2 x 4 blocking under lateral braces in the bay between the gable wall framing and the first ceiling joist or truss with four (4) 10d nails.

S6.3 Gable End Bracing Option 3:
When ceiling joists or trusses run parallel to the gable end wall, continuous 2-by-4 lateral braces shall be installed on the top edges of ceiling joists or the top edges of truss bottom chords from the gable end truss/framing at a maximum of 6-feet o.c. and aligned with a wall stud below. The lateral braces shall be attached to each truss bottom chord/ceiling joist with 2-10d nails. The braces shall extend back from the gable truss/framing at a distance equal to 90% of the building width. Each lateral brace shall have a minimum 20-gauge metal strap connected to the lateral brace that wraps over the bottom chord of the gable end wall plate/truss, over the top plate of the wall below, and connected to a stud in the wall below. Straps shall be connected with ten (10) 8d nails at each end. Install minimum 2 x 4 blocking under lateral braces in the bay between the gable wall framing and the first ceiling joist or truss with four (4) 10d nails.

S7 Continuous Load Path:
A continuous load path shall be provided to transfer all lateral and vertical loads from the roof, wall, and floor systems to the foundation. All residential structures proposed for locations with an ultimate wind speed of greater than 115 mph shall have the structural design depicting the load path and all connections signed and sealed by a State-based, registered, licensed professional engineer.

S8 Glazed Openings:
Glazed openings shall be designed and protected in relation to the applicable wind loads and impact resistance requirements specified in Sections S8.1 and S8.2.

S8.1 Design Pressure Requirements:
Windows, all exterior doors (including the glazing in exterior doors), and all impact protection systems shall be rated for the design pressures appropriate for the exposure category, design wind speed, opening size, and opening location on the building. The required pressure ratings shall be depicted on the building plans. Products shall be tested, at a minimum, in accordance with IRC accepted standards and installed in accordance with the manufacturer's instructions. Acceptable IRC design pressure test standards for windows and glass doors include AAMA/WDMA/CSA 101/I.S.2/A440, ASTM E330 (products shall be tested to 1.5 times design pressure). Installation of products with adequate ratings achieved using the Florida Building Code Testing Application Standard, TAS 202 shall also be permitted.

S8.2 Opening Protection Impact Requirements:
All glazing in exterior windows and doors (including sliding glass doors, garage doors, and entry doors, etc.) shall be impact rated or protected by a system that is impact-rated as defined in this section.

Where the ultimate design wind speed is 115 mph or greater (i.e., hurricane-prone regions), openings and opening covers must be impact rated in accordance with the following tests and requirements:

- Large Missile D (8 lb 2x4 impacting end on at 50 ft/sec) as defined in ASTM E1996 and ASTM E 1886 or AAMA 506 (AAMA is also known as FGIA)
- The Florida Building Code Testing Application Standards TAS 201 and TAS 203
- Where ultimate design wind speeds are less than 130 mph, protective systems that provide at least the level of protection of wood structural panels with a minimum thickness of 7/16 in. and a maximum span of 44 in. between lines of fasteners are permitted to be used as removable opening protection. Panels shall be pre-cut and predrilled as required for the anchorage method, and all required hardware shall be provided. Wood structural panels shall extend a minimum of 1-inch beyond the centerline of fasteners. Permanent corrosion-resistant attachment hardware with anchors permanently installed on the building must be provided. The attachment schedule must be, at a minimum, in accordance with Table S5.

S9 Garage Doors:
Garage doors and their attachment system shall conform to the design wind pressure for the door size, exposure category, and design wind speed at the site. Products shall be tested and approved per ANSI/DASMA 108 or ASTM E 330 for the required design wind pressure. Garage doors and their attachment systems with adequate ratings achieved using the Florida Building Code Testing Application Standard, TAS 202 shall also be permitted. Labeling for verification of compliance is required. Garage doors with windows must also be protected from impact (either tested for impact resistance in accordance with ANSI/DASMA 115 or protected by an impact-rated cover).

S10 Chimney Chases:
Wood frame chimney chases shall be structurally connected to rafters and ceiling joists. The attachment shall be detailed in the engineered plans or shall meet the minimum requirements of Sections S10.1, S10.2, and S10.3, as illustrated in Figure S10.

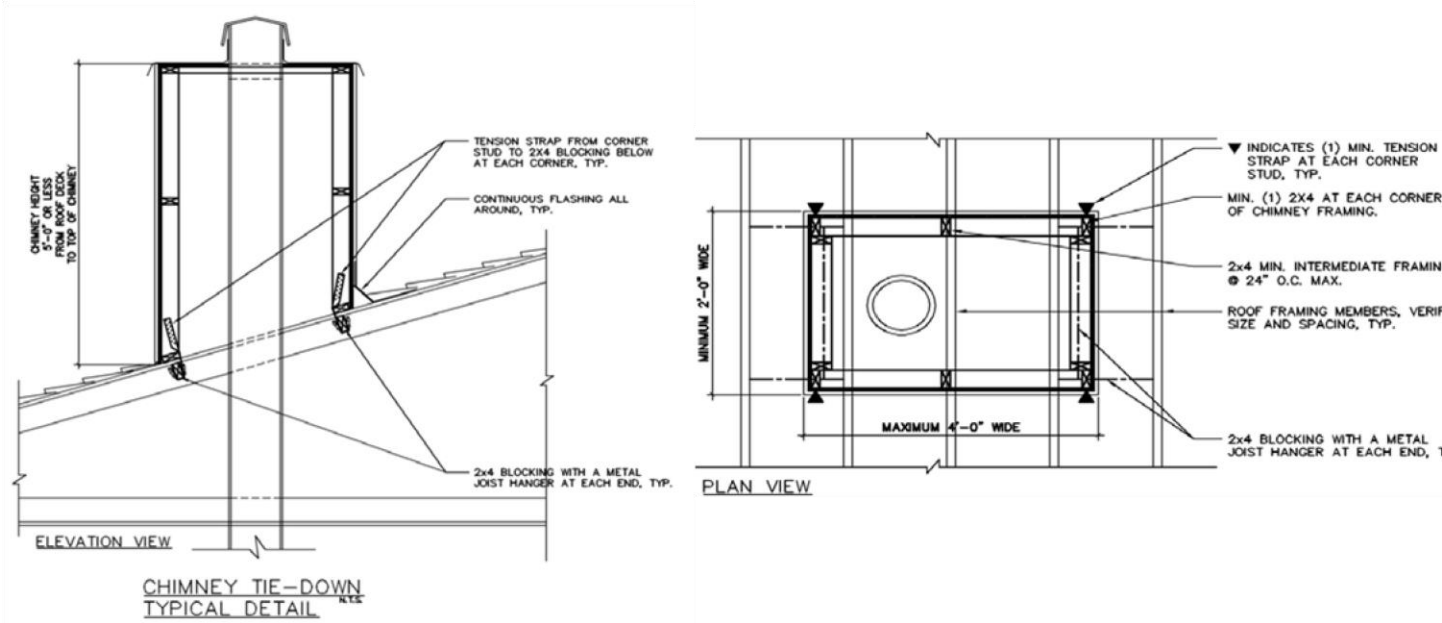
S10.1 Connection of Chimney structure to Roof Structure:
Each corner of the chimney structure shall have a tension strap fastened to the corner stud that continues downward to the roof support members below. The tension strap shall have a minimum tension capacity of 700 pounds and shall be connected per manufacturer installation instructions.

S10.2 Sheathing of Chimney:
Chimney framing shall be sheathed with a minimum of 7/16-inch-thick wood structural panels on all four exterior sides.

S10.3 Support of Chimney Perimeter:
The base perimeters of chimney framing shall be continuously supported by minimum 2x4 blocking fastened to roof framing members with joist hangers.

FIGURE S10. TYPICAL CHIMNEY TIE-DOWN DETAILS

S11 Braced Wall Lines / Shear Walls:



Exterior and Interior shear wall and/or braced wall panel locations shall be indicated on the plans and shall be nailed in accordance with the engineered drawings but no less than 6 inches o.c. maximum spacing along all intermediate and edge framing using 8d (0.113-inch diameter x 2-3/8inch-long) irregular shank (i.e., ring shank or spiral) nails with full round heads. Shear wall designs and hold-down connections to the foundation shall be in accordance with accepted engineering practices and meet the engineered design requirements specified in Section S7.

ARTICLE ELEVEN: 2021 INTERNATIONAL RESIDENTIAL CODE > Part V-Mechanical > Amended as follows:

CHAPTER 12 MECHANICAL ADMINISTRATION – Delete in its entirety.

CHAPTER 13 GENERAL MECHANICAL SYSTEM REQUIREMENTS – Delete in its entirety.

CHAPTER 14 HEATING AND COOLING EQUIPMENT AND APPLIANCES – Delete in its entirety.

CHAPTER 15 EXHAUST SYSTEMS – Delete in its entirety.

CHAPTER 16 DUCT SYSTEMS – Delete in its entirety.

CHAPTER 17 COMBUSTION AIR – Delete in its entirety.

CHAPTER 18 CHIMNEYS AND VENTS – Delete in its entirety.

CHAPTER 19 SPECIAL APPLIANCES, EQUIPMENT AND SYSTEMS – Delete in its entirety.

CHAPTER 20 BOILERS AND WATER HEATERS – Delete in its entirety.

CHAPTER 21 HYDRONIC PIPING – Delete in its entirety.

CHAPTER 22 SPECIAL PIPING AND STORAGE SYSTEMS – Delete in its entirety.

CHAPTER 23 SOLAR THERMAL ENERGY SYSTEMS – Delete in its entirety.

All mechanical design, installation, maintenance, alterations, equipment, and inspections shall be in compliance with the *2021 International Mechanical Code* which is adopted by separate ordinance.

ARTICLE TWELVE: 2021 INTERNATIONAL RESIDENTIAL CODE > Part VI-Fuel gas > CHAPTER 24 FUEL GAS > Amended as follows:

CHAPTER 24 FUEL GAS – Delete in its entirety.

All fuel gas design, installation, maintenance, alterations, equipment, and inspections shall be in compliance with the *2021 International Fuel Gas Code* which is adopted by separate ordinance.

ARTICLE THIRTEEN: 2021 INTERNATIONAL RESIDENTIAL CODE > Part VII-Plumbing > Amended as follows:

CHAPTER 25 PLUMBING ADMINSTRATION – Delete in its entirety.

CHAPTER 26 GENERAL PLUMBING REQUIREMENTS – Delete in its entirety.

CHAPTER 27 PLUMBING FIXTURES – Delete in its entirety.

CHAPTER 28 WATER HEATERS – Delete in its entirety.

CHAPTER 29 WATER SUPPLY AND DISTRIBUTION – Delete in its entirety.

CHAPTER 30 SANITARY DRAINAGE – Delete in its entirety.

CHAPTER 31 VENTS – Delete in its entirety.

CHAPTER 32 TRAPS – Delete in its entirety.

CHAPTER 33 STORM DRAINAGE – Delete in its entirety.

All plumbing systems design, installation, maintenance, alterations, equipment, and inspections shall be in compliance with the *2021 International Plumbing Code* which is adopted by separate ordinance.

ARTICLE FOURTEEN: 2021 INTERNATIONAL RESIDENTIAL CODE > Part VIII-Electrical > Amended as follows:

CHAPTER 34 GENERAL REQUIREMENTS – Delete in its entirety.

CHAPTER 35 ELECTRICAL DEFINITIONS – Delete in its entirety.

CHAPTER 36 SERVICES – Delete in its entirety.

CHAPTER 37 BRANCH CIRCUIT AND FEEDER REQUIREMENTS – Delete in its entirety.

CHAPTER 38 WIRING METHODS – Delete in its entirety.

CHAPTER 39 POWER AND LIGHTING DISTRIBUTION – Delete in its entirety.

CHAPTER 40 DEVICES AND LUMINARIES – Delete in its entirety.

CHAPTER 41 APPLIANCE INSTALLATION – Delete in its entirety.

CHAPTER 42 SWIMMING POOLS – Delete in its entirety.

CHAPTER 43 CLASS 2 REMOTE-CONTROL, SIGNALING AND POWER-LIMITED CIRCUITS – Delete in its entirety.

All electrical systems design, installation, maintenance, alterations, equipment, and inspections shall be in compliance with the *2020 National Electrical Code* which is adopted by separate ordinance.

ARTICLE FIFTEEN: SEPARATION CLAUSE: If any section, subsection, sentence, clause, or phrase of this Code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code. The City Council of the City of Mobile hereby declares that it would have passed this Code and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, or phrases be declared unconstitutional.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to TargetSolutions Learning Inc for annual renewal of Vector Solutions online learning management system training software for MFRD.
General fund.

Amount of Contract:

$52,343.98

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20221025 Target Agenda Package POs	Cover Memo	10/25/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:50 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
1256	2023	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF VECTOR SOLUTIONS ONLINE LEARNING MANAGEMENT SYSTEM TRAINING SOFTWARE FOR MFRD (PROFESSIONAL SERVICE)	$52,343.98	(295075) TARGET SOLUTIONS LEARNING INC

Adopted:

_____

City Clerk

Bill To	Requisition 00001256-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1518.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
TARGETSOLUTIONS	FIRE CENTRAL SUPPLY
4890 W KENNEDY BLVD	2851 OLD SHELL ROAD
SUITE 300	
	MOBILE, AL 36607
TAMPA, FL 33609	richardsonv@cityofmobile.org
Tel#954-881-3121	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/24/22	295075				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	TRAINING, ON-LINE PLATFORM & LICENSES; INCL ADOBE PROFESSIONAL SERVICE PER SUE FARNI, DON ROSE AND JOHN PAINE. THIS IS A RENEWAL			
001	ANNUAL VECTOR CHECK IT APPARATUS,	40.00	161.53000	6461.20
	ITEM TSCHECKIT-A PER INVOICE	EACH		
	#INV57367			
	Vendor Item			
1	1000.30.15.1510.1522.1510.0000.0000.42200.			2343.98
2	1000.30.15.1510.1518.1510.0000.0000.42200.			4117.22
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
002	ANNUAL VESTOR MAINTENANCE FEE,	1.00	395.00000	395.00
	ITEM TSMAINTFEES PER INVOICE	EACH		
	#INV57367			
	Vendor Item			

Bill To	Requisition 00001256-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1518.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
TARGETSOLUTIONS	FIRE CENTRAL SUPPLY
4890 W KENNEDY BLVD	2851 OLD SHELL ROAD
SUITE 300	
	MOBILE, AL 36607
TAMPA, FL 33609	richardsonv@cityofmobile.org
Tel#954-881-3121	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/24/22	295075				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1518.1510.0000.0000.42200.			395.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	VECTOR CHECK IT FIRE/EMS VEHICLES, ITEM TSCHECKIT-FIREVEHICLES PER INVOICE #INV57367 Vendor Item	27.00 EACH	80.77000	2180.79
1	1000.30.15.1510.1518.1510.0000.0000.42200.			2180.79
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To			

Bill To	Requisition 00001256-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1518.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
TARGETSOLUTIONS	FIRE CENTRAL SUPPLY
4890 W KENNEDY BLVD	2851 OLD SHELL ROAD
SUITE 300	
	MOBILE, AL 36607
TAMPA, FL 33609	richardsonv@cityofmobile.org
Tel#954-881-3121	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/24/22	295075				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	VECTOR LMS PREMIER PREMIER MEMEBERSHIP PLATFORM, ITEM TSPREMIER, PER INVOICE #INV57367 Vendor Item	461.00 EACH	90.52000	41729.72
	1 1000.30.15.1510.1518.1510.0000.0000.42200.			41729.72
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	VECTOR ONLINE TRAINING PACKAGE ITEM TSONLINE, PER INVOICE #INV57367 Vendor Item	41.00 EACH	38.47000	1577.27
	1 1000.30.15.1510.1518.1510.0000.0000.42200.			1577.27

Bill To	Requisition 00001256-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1518.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
TARGETSOLUTIONS	FIRE CENTRAL SUPPLY
4890 W KENNEDY BLVD	2851 OLD SHELL ROAD
SUITE 300	
	MOBILE, AL 36607
TAMPA, FL 33609	richardsonv@cityofmobile.org
	Delivery Reference
Tel#954-881-3121	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/24/22	295075				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 52343.98

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

Account		Amount	Remaining Budget
1000.30.15.1510.1518.1510.0000.0000.42200.			
		50000.00	
FIRE TRAINING DIV EXP	PROFESSIONAL & TECHNICAL		
1000.30.15.1510.1522.1510.0000.0000.42200.			
		2343.98	
FIRE SUPPRESSION DIV EXP	PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	10/25/22	DONNA MICHELE STANLEY	Auto approved by: 9105fola
Approved	10/25/22	DONALD ROSE	Auto approved by: 9105fola
Approved	10/25/22	SANDRA LEWIS	Auto approved by: 9105fola
Approved	10/25/22	KAREN NAMAN	Auto approved by: 9105fola

Bill To	Requisition 00001256-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1518.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
TARGETSOLUTIONS	FIRE CENTRAL SUPPLY
4890 W KENNEDY BLVD	2851 OLD SHELL ROAD
SUITE 300	
	MOBILE, AL 36607
TAMPA, FL 33609	richardsonv@cityofmobile.org
	Delivery Reference
Tel#954-881-3121	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/24/22	295075				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/25/22	JOHN PAINE		Auto approved by: 9105fola	
	Approved	10/25/22	MICHAEL SPAFFORD		Auto approved by: 9105fola	
	Approved	10/25/22	ANNE FOLEY			

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

John Paine. Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Approve issuance of purchase order to Precision Delta Corp for 375 cases of Winchester 9mm training ammunition for MPD.
General fund.

Amount of Contract:

$80,463.75

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221025 Precision Agenda Package POs	Cover Memo	10/26/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 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
1324	2023	(1530) POLICE ADMIN SERVICES	375 CASES OF WINCHESTER 9MM AMMUNITION FOR MPD (AL STATE CONTRACT)	$80,463.75	(293984) PRECISION DELTA CORP

Adopted:

_____
City Clerk

Bill To	Requisition 00001324-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PRECISION DELTA CORP	POLICE PISTOL RANGE
P O BOX 128	12251 TANNER WILLIAMS RD
	MOBILE, AL 36608
RULEVILLE, MS 38771	
Tel#662-756-2810	Delivery Reference
Fax 662-756-2591	LELAND TERRELL
	Deliver To
	POLICE PISTOL RANGE
	12251 TANNER WILLIAMS RD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/22	293984				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER STATE OF ALABAMA CONTRACT MA999180000000303.1			
002	AMMUNITION/WINCHESTER, 9MM LUGER, 115 GRAIN FMJ (TRAINING) NO RELOADS, 1000 ROUNDS/CASE, NO SUBSTITUTE. ITEM USA9MMVP Vendor Item	375.00 CASE	214.57000	80463.75
1	1000.30.15.1530.1542.1530.0000.0000.47020.			80463.75

Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608
Delivery Reference
LELAND TERRELL

Deliver To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608

Requisition Link

Requisition Total 80463.75

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

Bill To	Requisition 00001324-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PRECISION DELTA CORP	POLICE PISTOL RANGE
P O BOX 128	12251 TANNER WILLIAMS RD
	MOBILE, AL 36608
RULEVILLE, MS 38771	
Tel#662-756-2810	Delivery Reference
Fax 662-756-2591	LELAND TERRELL
	Deliver To
	POLICE PISTOL RANGE
	12251 TANNER WILLIAMS RD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/22	293984				POLICE ADMIN SERVICES

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.47020.		80463.75	
SUPPORT SERVICE DIV EXP	EQUIPMENT (LESS THAN $5000)		

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

Activity	Date	Clerk	Comment
Approved	10/26/22	DONNA MICHELE STANLEY	Auto approved by: 910518227
Approved	10/26/22	DONALD ROSE	Auto approved by: 910518227
Approved	10/26/22	SANDRA LEWIS	
Approved	10/26/22	KAREN NAMAN	Auto approved by: 910518227
Approved	10/26/22	JOHN PAINE	Auto approved by: 910518227
Approved	10/26/22	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ammunition

Type
Master Agreement

Supplier
Precision Delta Corp

Contract Code
180000000303.1-999

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Sonya	Bryan	sonya.bryan@purchasing.alabama.gov	334-353-8379

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
GINGER	STILLIONS	ginger@precisiondelta.com	6627562810
Ginger	Stillions	ginger@precisiondelta.com	6627562810

2 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/27/2018

End Date
6/27/2023

Documents

- Final_MA_999_180000000303.1_4_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
Handgun - Ranger ® T-Series Ammunition	180000000303.1-999-1	171.60	Case
Handgun - Ranger ® T-Series Ammunition	180000000303.1-999-1	171.60	Case

Item Name	Product Code		UOM
Handgun - Ranger ® T-Series Ammunition	180000000303.1-999-1	179.98	Case
Handgun - Ranger ® T-Series Ammunition	180000000303.1-999-1	168.17	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-2	188.80	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-2	203.89	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-2	183.31	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-2	183.31	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-3	163.17	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-3	163.17	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-3	192.03	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-3	174.59	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-4	174.59	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-4	192.03	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-4	163.17	Case

1 2 3 4 5 6 7 ›

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Arcadis US, Inc for Intelligent Transportation System vehicle detection equipment and installation at 8 intersections on Schillinger Rd and 3 on Airport Blvd.
CIP

Amount of Contract:

$459,414.18

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

ATTACHMENTS:

Description	Type	Upload Date
20221026 Arcadis Agenda Package POs	Cover Memo	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 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
118	2023	(2060) TRAFFIC ENGINEERING	VEHICLE DETECTION EQUIPMENT AND INSTALLATION AT 8 INTERSECTIONS ON SCHILLINGER RD AND 3 ON AIRPORT BLVD (AL STATE CONTRACT)	$459,414.18	(297773) ARCADIS U.S. INC

Adopted:

_____
City Clerk

Bill To	Requisition 00000118-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
ARCADIS U.S. INC.	TRAFFIC ENGINEERING
630 PLAZA DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER ALABAMA STATE CONTRACT MA 999 220000000043 STATEWIDE INTELLIGENT TRANSPORTATION SYSTEM			
001	MA LINE 32, ITS EQUIPMENT MAINTENANCE AND CCTV, CAMERA (MAJOR MATERIALS), COST PLUS ZERO % AT MAST ARM INTERSECTIONS: SCHILLINGER RD AT AIRPORT AND THOMAS; AIRPORT AT DAWES, ALVERSON, AND MCKENNA	19.00 EACH	6738.90000	128039.10
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0662 .CONSTRUCTN. .			101083.50
2	2000.80.00.0000.0000.0000.0000.0000.48010. E C0420 .CONSTRUCTN. .			26955.60

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

Bill To	Requisition 00000118-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910518227
	Status: Approved

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
002	MA LINE 33, ITS EQUIPMENT MAINTENANCE AND CCTV, CAMERA MOUNT, 40 FT MOUNTING HEIGHT OF LESS, LABOR & EQUIPMENT (MAST ARM INTERSECTIONS)	19.00 EACH	1200.00000	22800.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0662 .CONSTRUCTN. .			18000.00
	2 2000.80.00.0000.0000.0000.0000.0000.48010. E C0420 .CONSTRUCTN. .			4800.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	MA LINE 241, ITS EQUIPMENT MAINTENANCE AND TRAFFIC CONTROL, SINGLE LANE CLOSURE STATE NON-INTERSTATE, MATERIALS (MAST	19.00 EACH	1800.00000	34200.00

Bill To	Requisition 00000118-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
ARCADIS U.S. INC.	TRAFFIC ENGINEERING
630 PLAZA DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARM INTERSECTIONS)			
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0662 .CONSTRUCTN. .			27000.00
2	2000.80.00.0000.0000.0000.0000.0000.48010. E C0420 .CONSTRUCTN. .			7200.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	MA LINE 253, ITS EQUIPMENT MAINTENANCE AND TECHNICAL SERVICES, ELECTRICAL DIAGNOSTIC TIME TECHNICAL SERVICES, ELECTRICAL DIAGNOSTIC TIME, LABOR & EQUIPMENT (MAST ARM INTERSECTIONS)	19.00 HOUR	165.00000	3135.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0662 .CONSTRUCTN. .			2475.00

Bill To	Requisition 00000118-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 4

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
2	2000.80.00.0000.0000.0000.0000.0000.48010. E C0420 .CONSTRUCTN. .			660.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

005	MA LINE 32, ITS EQUIPMENT MAINTENANCE AND CCTV, CAMERA (MAJOR MATERIALS), COST PLUS ZERO % AT SPAN WIRE INTERSECTIONS: SCHILLINGER RD AT HITT, TARGET/AMC, OLD GOVERNMENT, LOWES, OLD SHELL, AND ZEIGLER	24.00 EACH	7256.67000	174160.08
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0662 .CONSTRUCTN. .			174160.08

Bill To	Requisition 00000118-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
ARCADIS U.S. INC.	TRAFFIC ENGINEERING
630 PLAZA DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
006	MA LINE 33, ITS EQUIPMENT MAINTENANCE AND CCTV, CAMERA MOUNT, 40 FT MOUNTING HEIGHT OF LESS, LABOR & EQUIPMENT (SPAN WIRE INTERSECTIONS)	24.00 EACH	1200.00000	28800.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0662 .CONSTRUCTN. .			28800.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To			

Bill To	Requisition 00000118-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
ARCADIS U.S. INC.	TRAFFIC ENGINEERING
630 PLAZA DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
007	MA LINE 241, ITS EQUIPMENT MAINTENANCE AND TRAFFIC CONTROL, SINGLE LANE CLOSURE STATE NON-INTERSTATE, MATERIALS (SPAN WIRE INTERSECTIONS)	24.00 EACH	1800.00000	43200.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0662 .CONSTRUCTN. .			43200.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
008	MA LINE 253, ITS EQUIPMENT MAINTENANCE AND TECHNICAL SERVICES, ELECTRICAL DIAGNOSTIC TIME TECHNICAL SERVICES, ELECTRICAL	152.00 HOUR	165.00000	25080.00

Bill To	Requisition 00000118-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
ARCADIS U.S. INC.	TRAFFIC ENGINEERING
630 PLAZA DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	DIAGNOSTIC TIME, LABOR & EQUIPMENT (SPAN WIRE INTERSECTIONS)			
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0662 .CONSTRUCTN. .			25080.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 459414.18

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

Account	Amount	Remaining Budget
E C0420 .CONSTRUCTN. .	39615.60	807327.40
E C0662 .CONSTRUCTN. .	419798.58	10243.42

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	459414.18	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

Bill To	Requisition 00000118-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910518227
	Status: Approved Page 8

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	10/14/22	MARYBETH BERGIN	
Approved	10/14/22	JENNIFER WHITE	Auto approved by: 910515265
Approved	10/17/22	BRENDA RHODES	
Approved	10/17/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	10/17/22	RELYA MALLORY	Auto approved by: 910511034
Approved	10/26/22	DONNA MICHELE STANLEY	Auto approved by: 910518227
Approved	10/26/22	DONALD ROSE	Auto approved by: 910518227
Approved	10/26/22	SANDRA LEWIS	
Approved	10/26/22	KAREN NAMAN	Auto approved by: 910518227
Approved	10/26/22	JOHN PAINE	Auto approved by: 910518227
Approved	10/26/22	MICHAEL SPAFFORD	Auto approved by: 910518227
Approved	10/26/22	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Statewide Intelligent Transportation System Amendment #1

Type
Master Agreement

Supplier
Arcadis Us, Inc

Contract Code
220000000043-999-1

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Akhil	Chauhan	akhil.chauhan@arcadis.com	225-244-6589
Ellen	Hooper	ellen.hooper@arcadis.com	602-797-4514
Jason	Taylor	Jason.Taylor@arcadis.com	904-861-2803
Jeff	Jones	Jeff.Jones@arcadis.com	504-648-3616
Kristine	Nemeth	kristine.nemeth@arcadis-us.com	8605031513
Sean	Sweeney	sean.sweeney@arcadis.com	617-849-9964
Valquiria	Jablinski	valquiria.jablinski@arcadis.com	9194152290
Kim	Lasnicki	kim.Lasnicki@arcadis.com	3156719132

8 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
2/14/2022

End Date
1/9/2023

Documents

- Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF
- Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code	UOM

Item Name	Product Code		UOM
Fiber Optic Cable, (Major Materials)	220000000043-999-1-1	0.00	USD
Fiber Optic Cable, 12F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-2	2.20	Linear Foot
Fiber Optic Cable, 36F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-3	2.25	Linear Foot
Fiber Optic Cable, 48F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-4	2.30	Linear Foot
Fiber Optic Cable, 60F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-5	2.35	Linear Foot
Fiber Optic Cable, 72F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-6	2.45	Linear Foot
Fiber Optic Cable, 96F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-7	2.55	Linear Foot
Fiber Optic Cable, 144F (Agency Spec) Based On 3,501 Lf Or G	220000000043-999-1-8	2.65	Linear Foot
Fiber Optic Cable, Armored Cable Adder, Single Jacket, Singl	220000000043-999-1-9	1.00	Linear Foot
Fiber Optic Cable, Adder For 1,501 Lf To 3,500 Lf	220000000043-999-1-10	1.45	Linear Foot

Item Name	Product Code		UOM
Fiber Optic Cable, Adder For 1,500 Lf Or Less	220000000043-999-1-11	2.00	Linear Foot
Fiber Optic Cable, Adder Existing Conduit	220000000043-999-1-12	2.00	Linear Foot
Fiber Distribution Unit, (Major Materials)	220000000043-999-1-13	0.00	USD
Fiber Distribution Unit, 72F Rack Mount, Primary	220000000043-999-1-14	850.00	Each
[illegible]			

1 2 3 4 5 6 7 ›

Rack Mount, Primary

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Carleen Stout, Interim Director-Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To make improvements to fountain and statues at Spanish Plaza

Amount of Contract:

$36,323.00

Funding Source

Project # Spanish Plaza - Phase 4 Improvements PR-086-22 — **Discretionary Funds**

Project String C0329 Parks-Spanish Plaza Improv (20002000-48010) — **Contract Number:**4121

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-086-22 Spanish Plaza - Phase 4 Improvements	Cover Memo	10/18/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Blaize, Gregg	Approved	10/25/2022 - 8:41 AM
Capital	Rhodes, Brenda	Approved	10/25/2022 - 9:54 AM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:42 PM

RESOLUTION

2022

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:	MICOR, INC. d/b/a MDS CONSTRUCTION, INC.
Project Name:	SPANISH PLAZA – PHASE 4 IMPROVEMENTS
Project Number:	PR-086-22
Amount:	$36,323.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0329 – PARKS-SPANISH PLAZA IMPROV

CAPITAL PROJECT #: C0329 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-086-22

CONTRACT AMOUNT: $36,323.00

PROJECT DESCRIPTION: TO MAKE IMPROVEMENTS TO FOUNTAIN & STATUES AT SPANISH PLAZA (401 GOVERNMENT STREET).

VENDOR NAME: MICOR, INC d/b/a MDS CONSTRUCTION, INC.

VENDOR NUMBER: 274590

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CARLEEN STOUT (Interim Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% X or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 10/18/2022

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this_____.

BETWEEN the **Owner**: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the **Contractor**: Micor, Inc., dba MDS Construction, Inc.
P. O. Box 729
Silverhill, Alabama 36576

City Business License No.: 049492

Secretary of State Registration No.: 000-183-209

For the following **Project**: Spanish Plaza - Phase 4 Improvements
401 Government Street
Mobile, Alabama 36602

Project Number: PR-086-22

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Thirty-Six Thousand Three Hundred Twenty-Three and xx/100 Dollars ($36,323.00), which includes a Contingency Allowance of One Thousand and xx/100 Dollars ($1,000.00).

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional unforeseen Work

as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

B. Contingency Allowance shall be used exclusively for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

3.1 The Contractor shall deliver the Work complete within Sixty (60) calendar days from the date of the written Notice to Proceed. In all instances, the Work shall be completed by February 3, 2023.

3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the

Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6. INSURANCE

Limits below apply to Tier 1 and Tier 2 services in the attached Limits for Service Vendors list, with the exception if comments are made regarding additional insurance requirements. Tier 3 services will require increased insurance limits, and the requirements below will need to be adjusted. Project size should also be a factor in determining applicable insurance limits. Commercial Umbrella Liability is only required when the project size exceeds $50,000 and/or the service provided is Tier 3.

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

Workers' Compensation/Employer's Liability:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease limits, and $1,000,000 each employee.

Commercial General Liability:

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

- $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- $2,000,000 Products/Completed Operations aggregate
- $1,000,000 Personal and Advertising Injury per person/organization
- $2,000,000 general aggregate per project

Automobile Liability:

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

Commercial Umbrella Liability:

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions (if required) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall

be at least $3,000,000 per line of coverage.

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

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

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

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

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

Cancellation:

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

Waiver of Subrogation:
Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

Optional Insurance Requirements Based on Project

Inland Marine Builder's Risk Insurance:
Contractor shall maintain Inland Marine Builder's Risk Insurance Coverage with a policy period concurrent with the Project, providing coverage to protect the interest of City of Mobile, Subcontractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the Project. Coverage shall be written on a Replacement Cost and Completed Value Form basis in an amount at least equal to one hundred percent of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Orders. This policy shall also include Delay Cost coverage for soft costs, which shall at a minimum include additional expenses for interest, legal, consulting, insurance, architectural and engineering Subcontractor's overhead and general conditions, and equipment rental. The period of indemnity shall not be less than twelve (12) months and the limit of Delay Cost coverage shall not be less than ten percent (10%) of the projected completed value of the Work and shall be a scheduled limit on the policy in addition to the scheduled limit for the hard cost coverage. The waiting period of Delay Cost coverage may not exceed thirty (30) days. Collectively, the scheduled soft cost limit and hard cost limit may equal one hundred percent (100%) of the projected value of the Work, unless the builder's risk carrier requires the Delay Cost coverage to be in addition to the one hundred percent (100%) projected value of the Work. Contractor agrees to be responsible for reporting increases in the projected completed value of the Work due to Change Orders to its insurance carrier.

This Builders Risk insurance covering the work will have a deductible of no more than $5,000 for each occurrence unless the loss is caused by a Named Storm; then the deductible shall be a maximum of 3% of insured value. Higher deductibles for Named Storm or a Wind/Hail Deductible may be accepted by City of Mobile upon

written request by the Contractor and written acceptance by City of Mobile. All deductibles will remain the responsibility of the Contractor.

Installation Floater:
Contractor shall obtain an Installation Floater to cover that portion of the work to be installed, altered, or repaired by Contractor. The Installation Floater policy must include "coverage for the fixtures, materials, supplies, machinery and equipment used in or incidental to the construction project as well as property kept off-site or while in transit." Coverage must also include property of others in the Contractor's care, custody, or control. In addition to Contractor, the Owner shall be named as additional insured on the policy with coverage extending through the final completion date.

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

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Contractor shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Pollution Legal Liability:
Contractor agrees to maintain Pollution Legal Liability limits of not less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three-year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project Basis

3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

3.8 INDEMNIFICATION: The CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities,

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.

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

3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

3.11 Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.

3.13 METHOD of PAYMENT: Contractor shall provide two notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

3.14 TERMINATION of CONTRACT: The City may terminate the contract upon Ten (10) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

3.15 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND

Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than $50,000.00.

1. Cost of the bonds shall be included in the bid.
2. Bond shall be submitted with the executed agreement on provided form(s).
3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds.

3.16 RETAINAGE

For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

3.17 PROOF OF ADVERTISEMENT of COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars ($50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Micor, Inc., dba MDS Construction, Inc. has completed the contract for Spanish Plaza – Phase 4 Improvements, PR-086-22, 401 Government Street, Mobile, Alabama 36602. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

A._Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Request for Quotes documents, dated September 18, 2022, as prepared by the City of Mobile Architectural Engineering Department.;
2. Addendum No 1, dated 09/26//2022;
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

7.0 NONDISCRIMINATION

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

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT: Neither this Agreement nor any rights under this Agreement

may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

10.0 IMMIGRATION LAWS

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

11.0 Public Contracts with Entities in Certain Boycott Activities

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONTRACTOR:
Micor, Inc. dba MDS Construction, Inc.

By Signature

Michael D. Small, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Michael Small as owner of MDS Construction 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 17 day of OCTOBER, 2022.

Mary Anne Killion
NOTARY PUBLIC
My Commission Expires: 2-15-26

MARY ANNE KILLION NOTARY PUBLIC ALABAMA STATE AT LARGE My Commission Expires 2/15/2026

EXHIBIT A
SCOPE OF WORK
Spanish Plaza – Phase 4 Improvements
401 Government Street
Mobile, Alabama 36602
PR-086-22

The Work involves the furnishing of all labor, materials, tools and equipment necessary to:

1) Repair and/or tuckpoint grout joints at the central fountain;
2) Prepare and coat the concrete cloverleaf around the statue of Queen Isabella;
3) Form and pour one (1) concrete bench;
4) Best Management Practices for sediment and erosion control for duration of contract, and
5) Additive Alternate #1 to remove, form and pour One hundred Seventy-Five Square Feet (175 S.F.) of light broom finish concrete walkway.

SPANISH PLAZA
PHASE 4 IMPROVEMENTS
PR-086-22

QUOTE FORM: (City of Mobile "Subcontracting and Major Supplier Plan" shall be submitted with this form.)

Company Name: Micor Inc dba MDS Construction

Company Address: P.O. Box 729, Silverhill, AL 36576

Office Phone #: 251-454-4244 **Fax #:** —

City of Mobile Business License No.: 49492

In compliance with the Request for Quotes prepared by the City of Mobile, Architectural Engineering Department, dated September 18, 2022, and all Addendum(a) No(s) 1 dated 09/26/22, the undersigned does hereby propose to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. The Contractor shall deliver the work complete within Sixty (60) calendar days from the written Notice to Proceed.

Quoters shall include sales and use taxes.

Quotes shall be provided in whole dollar amount with no cents.

Base Quote Amount: Twenty-nine thousand Two hundred (Amount in Words) Ninety-six Dollars & No Cents $ 29,296 .00 (Amount in #'s)

Contingency Allowance: One Thousand (Amount in Words) Dollars & No Cents $ 1,000.00 (Amount in #'s)

Total Base Quote Amount: Thirty thousand Two hundred (Amount in Words) Ninety-six. Dollars & No Cents $ 30,296 .00 (Amount in #'s)

Additive Alternate #1 Amount: (Furnish and install 175 S.F. of Light Broom Finish Concrete Walkway)

(Amount in Words) Six thousand Twenty-seven Dollars & No Cents $ 6027 .00 (Amount in #'s)

Contact Phone #: 251-454-4244 **Cell #:** 251-454-4244

E-mail Address: MDS3349@bellsouth.net

Signature: _____ **Date:** 10/06/22

Printed Name: Michael D. Small **Title:** owner/Pres.

Laurence, Jacob

From: Kidd, Archnique
Sent: Monday, October 10, 2022 10:09 AM
To: Laurence, Jacob
Subject: RE: PR-086-22: Spanish Plaza- Phase 4 Quote and Quote Tab

Good morning Jacob,

The contractor has met the good faith effort.

Respectfully,

Archnique Kidd, Supplier Diversity Manager
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827
Office: (251) 208-7967
Website: www.cityofmobile.org
https://workwith.cityofmobile.org/WorkWithCity/GetReady

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE, AL

From: Laurence, Jacob <laurencej@cityofmobile.org>
Sent: Monday, October 10, 2022 8:54 AM
To: Cook II, Roger J <roger.cook@cityofmobile.org>; Kidd, Archnique <archnique.kidd@cityofmobile.org>
Subject: FW: PR-086-22: Spanish Plaza- Phase 4 Quote and Quote Tab

Roger and/or Keisha,
Please advise as to the good faith effort for DBE participation. Contract has been prepared and is ready to send for signatures. I would like to send today, if possible.
Jacob

From: Laurence, Jacob
Sent: Friday, October 7, 2022 8:10 AM
To: Cook II, Roger J <roger.cook@cityofmobile.org>; Kidd, Archnique <archnique.kidd@cityofmobile.org>
Subject: PR-086-22: Spanish Plaza- Phase 4 Quote and Quote Tab

Roger or Keisha,
I'd appreciate your review of the attached Quote from MDS and the draft quote form. MDS turned out to be our only quoter for the project and shows 13% DBE participation on his forms. Please let me know if we can proceed with a contract. I will wait to release the quote tab until you've had a chance to review.

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Micor Inc dba MDS Construction
Address	P.O. Box 729 Silverhill, AL 36576
Telephone	251-454-4244
E-Mail	MDS3349@Bellsouth.net

RFP/RFQ Solicitation Number	PR-086-22
Project Description	Spanish Plaza - Phase 4 Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 3 Female 1 Minority ____ Non-minority ✓ SDVO ____ Total #of Employees 4

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Michael D. Small

Signature: _____ Date: 10/06/22

Title: Owner/Pres.

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: Michael D. Small Title: Owner/Pres.

Email: MDS3349@Bellsouth.net Phone: 251-454-4244

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Micor Inc dba MDS Construction Your Bid/Proposal Amount $ 30,296 OR = Date: 10/06/22

Description Spanish Plaza - Phase 4 Improvements

Name of Bidder/Proposer: Micor Inc dba MDS Construction

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
Ron's ETC Services, LLC	251-709-3093	cleaning, Painting, + misc. general labor	2700	8%	yes	
Bricks for you	251-447-4612	masonry	2500	6%	No	
Presley Inc	251-654-1198	concrete	2700	8%	No	
RAM Tool	251-432-1867	Supplier	2000	5%	yes	
West Ready Mix	251-679-1057	concrete supplie	650	2%	No	

4/5/2021

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Micor Inc dba MDS Construction

Contact Person: Michael D. Small Phone 251-454-4244 Email —

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

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

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

Section 2(B)

✓ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Alabama Secretary of State

M D S Construction, Inc.	
Entity ID Number	000 - 183 - 209
Entity Type	Domestic Corporation
Principal Address	MONTROSE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Baldwin County
Formation Date	10/29/1996
Registered Agent Name	SMALL, MICHAEL D
Registered Office Street Address	23849 MONTROSE WOODS MONTROSE, AL 36559
Registered Office Mailing Address	Not Provided
Nature of Business	GENERAL CONSTRUCTION
Capital Authorized	1,000
Capital Paid In	---
Incorporators	
Incorporator Name	SMALL, MICHAEL D
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/29/1996 Certificate of Formation 2 pgs.

New Search

E-Verify

Company ID Number: 562944

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer MICOR INC.	
MICHAEL SMALL	
Name (Please Type or Print)	Title
Electronically Signed	05/29/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	05/29/2012
Signature	Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	MICOR INC.
Company Facility Address:	2937 GUNBOURBAN
	FAIRHOPE, AL 36532
Company Alternate Address:	

E-Verify

Company ID Number: 562944

County or Parish:	[illegible]
Employer Identification Number:	[illegible]
North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1

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

- ALABAMA 1 site(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2022

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:** Amy Harris
Valent Group, LLC	**PHONE (A/C, No, Ext):** (251) 544-7245 **FAX (A/C, No):** (251) 343-0563
1110 Montlimar Drive	**E-MAIL ADDRESS:** aharris@valentgroup.com
Suite 400	
Mobile AL 36609	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Owners Insurance Company	32700
INSURER B : Auto Owners Insurance Company	18988
INSURER C : AL Home Builders SIF	Fund
INSURER D : Safety National Casualty Corporation	15105
INSURER E :	
INSURER F :	

INSURED

Micor Inc dba Mds Construction
PO Box 729
Silverhill AL 36576-0729

COVERAGES **CERTIFICATE NUMBER:** Master 22-23 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	38541487	05/15/2022	05/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	4454148700	06/25/2022	06/25/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	4454148701	05/15/2022	05/15/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
C/D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	17228-00/SP4065837	01/01/2022	01/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Installation Floater			38541487	06/01/2022	05/15/2023		100,000

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

PR-086-22 Spanish Plaza-Phase 4 Improvements

City of Mobile is included as an Additional Insured in respect to General Liability, Auto Liability & Umbrella Liability. All policies, except workers compensation, shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation and Employers Liability. 30 day notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Depa
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

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1. **THE PRODUCER:** Produces or orders Certificate for Insured; answers questions, revises certificate to meet contract requirements.
2. **NAME OF INSURED:** Must be legal name of contracting party.
3. **TYPES OF INSURANCE:** Must include types required by contract.
4. **POLICY FORM:** Will indicate claims-made or occurrence form; see "10", Policy Expiration Date" for additional information.
5. **AGGREGATE LIMIT:** An aggregate per policy limit applies for the entire policy period (usually one year); a per project aggregate is applied to individual projects; a per location limit applies the aggregate separately to each location.
6. **ADDITIONAL INSURED/WAIVER OF SUBROGATION:** The
7. certificate must include a "Y" for additional insured and waiver of subrogation.
8. **CERTIFICATE HOLDER:** Must be the City of Mobile.
9. **POLICY EFFECTIVE DATE:** Must be prior to or coincidental with effective date of contract.
10. **POLICY EXPIRATION DATE:** For "occurrence" form coverage, date should be on or after the termination date of contract. If "claims-made coverage," coverage must survive for a period not less than three years following termination of contract and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract.
11. **LIMITS OF INSURANCE:** Must be same or greater than required by contract.
12. **DESCRIPTION OF OPERATIONS:** Review information in this section to determine it is consistent with contract.
13. **NOTICE OF CANCELLATION:** Refer to policy to determine carrier's practices regarding cancellation.
14. **AUTHORIZED REPRESENTATIVE:** Must be signed by an authorized representative of Producer.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule. if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

MOBILE
ALABAMA

ARCHITECTURAL ENGINEERING DEPARTMENT
REQUEST FOR QUOTES

September 18, 2022

The City of Mobile will receive quotes for the following Project:

Project Name: Spanish Plaza – Phase 4 Improvements

Project Location: 401 Government Street, Mobile, Alabama 36602

Project Number: PR-086-22

Summary of Work: Include all labor, materials, tools and equipment necessary to:

1) Safely remove all loose mortar, debris, organics, etc. from the circumference mortar joint of the central fountain's knee wall at the first interior rowlock of bricks. Once completed, tuckpoint approximately One hundred and Eighty Linear Feet (180 LF) of same mortar joint with Type-S Mortar (Grey) to ensure a watertight bond. Additionally, tuckpoint approximately Twenty Linear Feet (20 LF) of brick mortar joints on south interior face of fountain knee wall using Type-S Mortar (Grey). Mortar and mortar joint tooling in all instances shall match existing and be smooth and uniform in appearance to create a visually indiscernible finished product. Clean brick faces when complete with *Prosoco Sure Klean 600* (cited as the Basis of Design), or an approved equal, to remove all excess mortar. No hazing shall be allowed.
2) Safely remove all loose or jagged concrete, debris, organics, prior surface coating, etc. from the cloverleaf pedestal surrounding the base of the Queen Isabella statue. Clean concrete when complete with *Prosoco Sure Klean Heavy Duty Concrete Cleaner* (cited as the Basis of Design), or an approved equal, to remove all excess oil or residue. Mask edges at brick rowlock and coat with a two-part epoxy coating (*Seal Krete Epoxy-Seal Concrete & Garage Floor Paint, Slate Grey* is cited as the Basis of Design), or an approved equal. Secure area and allow to cure for a minimum of five calendar days prior to foot traffic. Remove masking, scrape excess coating from brick faces and mortar joints. Surface shall be smooth and uniform in appearance. No blistering or bubbles shall be allowed.

3) Form and pour on-site one (1) replacement concrete bench to match in all proportions, shape, surface finish, and color of the existing, same style, adjacent benches. Bench shall be reinforced with #5 rebar in line with the original construction delineation and utilize 3000 P.S.I. concrete. Rebar shall be anchored in existing concrete at the original footings and tied continuously throughout form to ensure proper structural integrity once cured and forms have been removed. (See Reference Sheet 9-57 for original construction details.) Seal concrete with two spray coats of *Prosoco Weatherseal Siloxaine PD* (cited as the basis of design), or an approved equal, once cured
4) Additive Alternate #1- Remove One Hundred Seventy-Five Square Feet (175 S.F.) of existing broom finish concrete, as indicated on Sheet A-1, form, reinforce with Eight inch (0'-8") #4 rebar drilled and epoxied into adjacent concrete at all edges at Two Linear Foot (2 L.F.) intervals where existing shall meet new concrete, and pour replacement light broom finish concrete to match existing grades of the adjacent exposed aggregate panels. All new and existing concrete shall be free from toe kick trip hazards equal to or greater than ¼".

Important Dates:

Mandatory Pre-Quote Meeting:	Monday, September 26, 2022 at 9:00 AM.
Quotes Due:	Thursday, October 6, 2022 at 2:00 PM.

Examination of Documents: Before submitting a Quote, Contractors shall carefully examine this RFQ (including attachments), visit the site (including attendance at the Pre-Quote meeting), fully inform themselves as to existing conditions and limitations, and include on the provided Quote Form a sum to cover the cost of all items included in the RFQ and as necessary to perform the work. The submission of a Quote will be considered as conclusive evidence that the Contractor has made such examination.

Attachments:

Drawing A-1.0:	Site Plan & Details
Drawing 4A:	Original Construction Reference Sheet
Drawing 5A:	Original Construction Reference Sheet
Drawing 9-57:	Original Construction Reference Sheet

Pre-Quote meeting shall be held on Monday, September 26, 2022 at 9:00 AM local time starting at the project site's central fountain, 401 Government Street, Mobile, Alabama 36602. A representative of the Quoter is encouraged to be present at the meeting. Quoters representatives at the Pre-Quote meeting shall sign-in in and must remain for the entire meeting. Contractors shall view and verify all existing conditions during the Pre-Quote meeting. No additional site meetings/visits are scheduled.

All **Requests for Information (RFI's)** and requests for substitutions shall be submitted in writing to the Project Manager no later than 2:00 PM, six (6) business days prior to the Quote submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the contractor on the Quote form. Failure to acknowledge Addenda may result in disqualification of the Quote.

THIS IS NOT A TAX-EXEMPT PROJECT. Quoters shall include sales and use taxes in their quote amount.

Contractors may use on-site utilities and facilities, such as power, water, and designated parking areas. Contractor shall have access to the work site, as approved by the Owner,

between 7:00 AM - 6:00 PM Seven days a week. Additional access may be coordinated with the Owner representatives in advance. The site will remain open to the public during construction. All work areas shall be secured at all times, including after hours, to ensure public safety. Debris shall be removed and disposed of daily. No temporary storage will be available at this location, unless provided by Contractor. Lock and scure tools and materials while working at the site. City staff is not responsible for contractors' items. Obey all City of Mobile rules and regulations.
The Contractor shall deliver the work complete within **Sixty (60) calendar days** from the date of the written Notice of Proceed.

In order to coordinate the Contractor's work schedule with the Owner, within five (5) calendar days of the bid opening, the Apparent Low Quoter shall meet with the Owner to discuss scope and Owner scheduling and priorities. The Apparent Low Quoter shall then provide a proposed schedule within five (5) calendar days of the initial meeting for Owner review and approval.

The Contractor may be allowed additional construction days due to inclement conditions ("rain days"), but only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. Contractor is to submit requested rain days each week. Do not wait for the end of the project to submit rain days.

Allowance:

Include in the Total Base Quote a stipulated allowance as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

Use of Contingency Allowance shall be approved in writing by the Owner before any materials are ordered or work performed.

Upon completion of the Work, any unused portion of the Allowance shall be credited back to the City of Mobile in the form of a Change Order.

Quotes (stipulated sum):

Quotes for the above Scope of Work will be received until **2:00 PM on Thursday, October 6, 2022,** in the Architectural Engineering Department, 205 Government Street, P.O. Box 1827, Mobile, Alabama 36633. Quotes in amounts less than $50,000 may be submitted in person, e-mailed or mailed to the Project Manager at the address indicated. Bids equal to or greater than $50,000 shall be sealed in a manila envelope with all appropriate associated documentation, annotating on the outside of the envelope the project number and title, with the words "DO NOT OPEN UNTIL 2:00pm OCTOBER 6, 2022." Emailed or unsealed copies of bids equal to or greater than $50,000 will be returned without reading and disqualified from consideration. Contractor is responsible for his Quote arriving on time.

Quotes will be reviewed in the Architectural Engineering Department following the time established for receipt of Quotes.

A. No Bid may be modified, withdrawn, or canceled for a period of Sixty (60) calendar days after the time designated for receipt of bids.

B. The City of Mobile will have Sixty (60) days from the bid opening date to award the contract.

Equal Opportunity:

Contractor shall provide an appropriately completed copy of the "City of Subcontracting and Major Supplier Plan" (Exhibit 1) with their Quote Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to to submit a "DBE Utilization Report" with every Pay Application.

Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967 or **archnique.kidd@cityofmobile.org**.

Bond Requirements:

For contracts equal to or greater than $50,000.00, a Bid Bond (or Bid Security), Performance Bond and a Labor and Material Payment Bond shall be required.

- Cost of Bonds shall be included in the Contractor's bid.
- A Surety authorized to do business in the State of Alabama must issue Bonds.
- Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

Bid Security / Bid Bond (for Bids equal to or greater than $50,000):

A. A Cashier's Check drawn on an Alabama bank or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00 is required to accompany Bid.

B. The Bid Security of the three lowest bidding Contractors shall be retained by the Owner until a contract is executed for the project.

A City of Mobile Business License is required and must be current at contract execution and throughout duration of contract.

City of Mobile Building Permits are required for this project, and all required progress and final inspections must be scheduled by the contractor.

Closure of permits is a condition of final payment. There is no cost for City of Mobile permits.

Within ten (10) calendar days from the date of issuance of Contract forms for execution, the Contractor shall deliver to the City of Mobile the following items along with the electronically signed Owner Contractor Agreement:

1. Contract form "Agreement Between Owner and Contractor For A Stipulated Sum" (sample attached as Exhibit 2).

2. Proof of enrollment in the Federal E-Verify program (see sample document attached as Exhibit 3).

3. Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 4 with sample documents).

4. Company's current City of Mobile Vendor Information Form and W-9 Tax Form (attached as Exhibit 5). Vendor may also show evidence of enrollment in the City of Mobile's Vendor Registration System: **https://www.cityofmobile.org/bids/vendor**

For **Payment(s)**, each month until project completion, submit two (2) notarized signature originals of the Application and Certificate for Payment, on AIA Documents G702 and G703. (Electronic forms will be provided by City of Mobile Architectural Engineering Department upon request of the Contractor). Each Pay Application shall be based on the most recent schedule of values submitted by the Contractor. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work, and shall form the basis for review and approval of the Contractor's Application for Payment. The amount of progress payments may be reduced by 1.) amounts previously paid by Owner, 2.) uncorrected Work, 3.) non-payment of sub-contractor, 4.) defects discovered since last pay application, 5.) retainage. Prior to Substantial Completion of the Work, the Owner will hold **Retainage** from the payment otherwise due as follows: Five percent (5%) of the first fifty (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 contract sum by Change Order shall also be subject to retainage. The net amount of the Retainage shall be equal to two and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order (see attached samples).

At **Substantial Completion** of the project, the Contractor shall publish a "Notice of Final Completion" of the contract in a locally published newspaper of general circulation, in accordance with Code of Alabama, Title 39, Section 39-1-1. For final Contract Sums less than fifty thousand dollars ($50,000.00), the Contractor shall also provide an electronic or hard copy of the Notice verbiage, on company letterhead, to the Project Manager at the same time the Notice is submitted to the newspaper. Within five working days after publication, the Contractor shall provide an original notarized proof of publication to the Project Manager.

The "Notice of Final Completion" shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for Spanish Plaza – Phase 4 Improvements, PR-086-22, in Mobile, Alabama 36602. 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, AL 36633-1827.

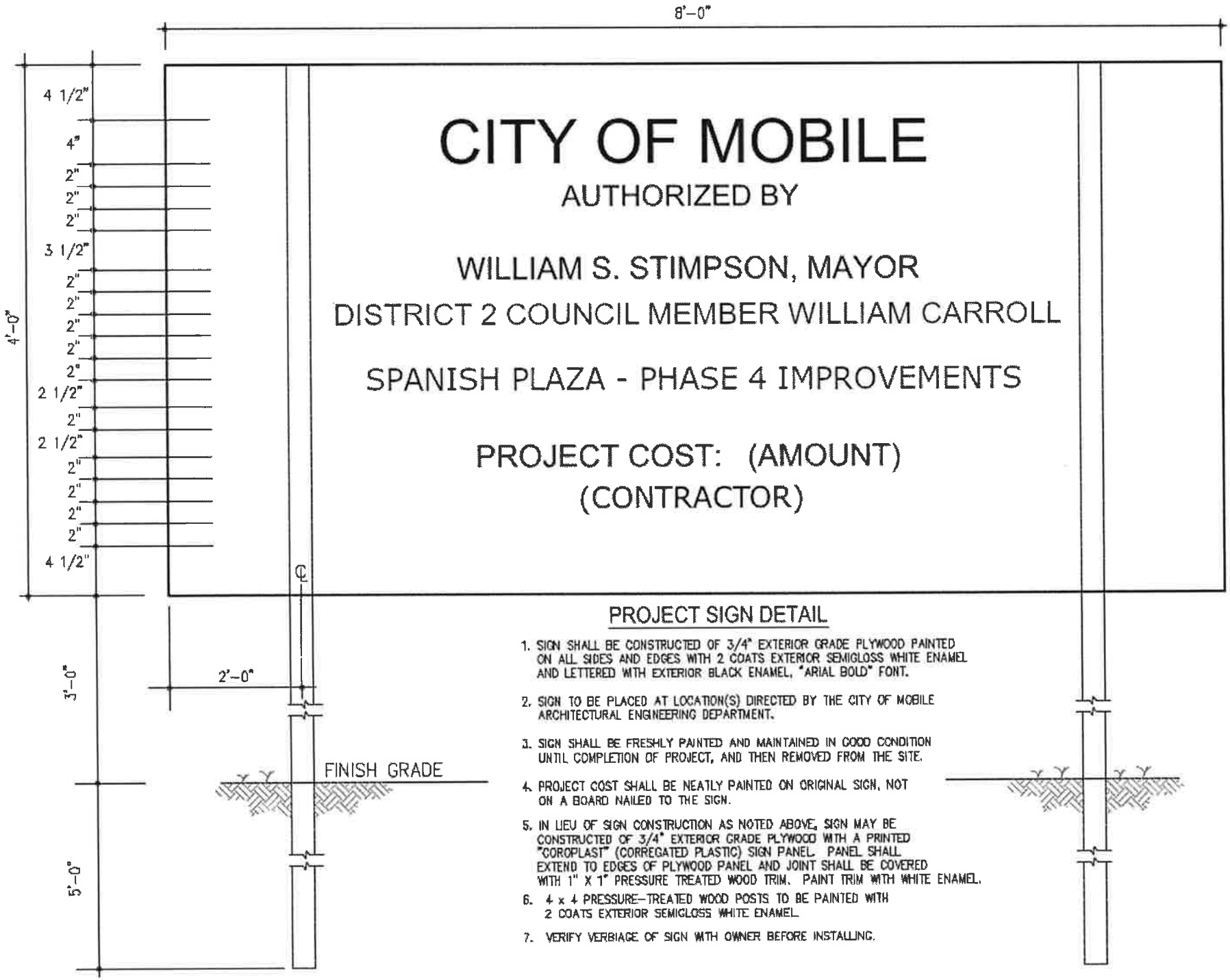
Liquidated Damages: A time charge equal to two hundred fifty dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or required closeout documents are not acceptably submitted for more than thirty (30) calendar days after the time 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.

Contractor's Warranty: Contractor shall provide a written warrantee to the Owner that all materials furnished under the contract are of good quality and new. Contractor shall further warrant that the Work conforms to the requirements of the information contained in this Request For Quotes and will be free from defects. Work and/or materials not conforming to these requirements may be considered defective and shall, within two (2) year from date of Substantial Completion of the Project, be promptly replaced or corrected without cost to the Owner. Contractor shall also provide manufacturer's warranties for products used.

Close Out Documents: Shall consist of as built drawings, warrantees, approved submittals and other documents required by the RFQ document. They shall also include original executed copies of the following AIA Documents (Exhibit 6):

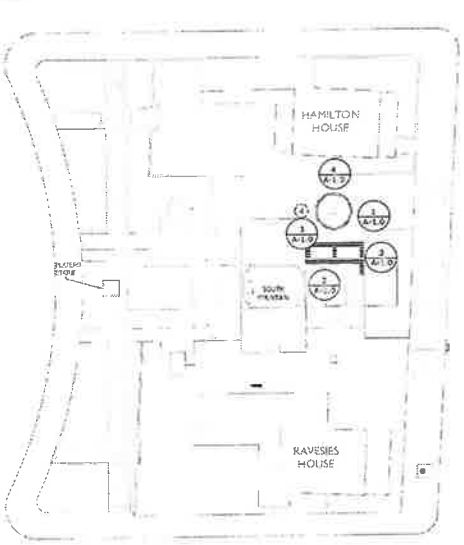
1. Contractor's Affidavit of Payment of Debts and Claims - G706
2. Contractor's Affidavit of Release of Liens - G706A
3. Consent of Surety to final Payment - G707 (if bonds are required)

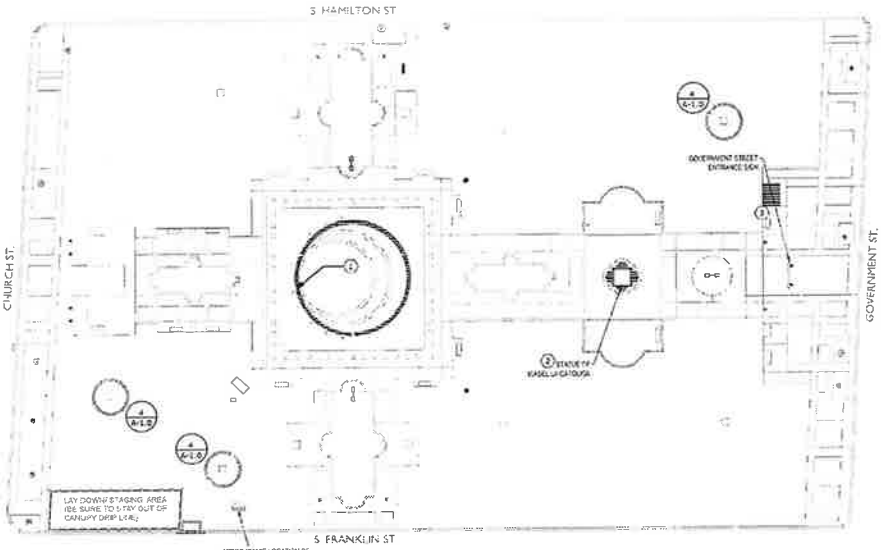
Contact the Project Manager, Jacob Laurence, at the City of Mobile, Architectural Engineering Department, 251-422-3312, or e-mail **laurencej@cityofmobile.org** for further clarification regarding this Request for Quotes.



PROJECT SIGN DETAIL

1. SIGN SHALL BE CONSTRUCTED OF 3/4" EXTERIOR GRADE PLYWOOD PAINTED ON ALL SIDES AND EDGES WITH 2 COATS EXTERIOR SEMIGLOSS WHITE ENAMEL AND LETTERED WITH EXTERIOR BLACK ENAMEL, "ARIAL BOLD" FONT.
2. SIGN TO BE PLACED AT LOCATION(S) DIRECTED BY THE CITY OF MOBILE ARCHITECTURAL ENGINEERING DEPARTMENT.
3. SIGN SHALL BE FRESHLY PAINTED AND MAINTAINED IN GOOD CONDITION UNTIL COMPLETION OF PROJECT, AND THEN REMOVED FROM THE SITE.
4. PROJECT COST SHALL BE NEATLY PAINTED ON ORIGINAL SIGN, NOT ON A BOARD NAILED TO THE SIGN.
5. IN LIEU OF SIGN CONSTRUCTION AS NOTED ABOVE, SIGN MAY BE CONSTRUCTED OF 3/4" EXTERIOR GRADE PLYWOOD WITH A PRINTED "COROPLAST" (CORREGATED PLASTIC) SIGN PANEL. PANEL SHALL EXTEND TO EDGES OF PLYWOOD PANEL AND JOINT SHALL BE COVERED WITH 1" X 1" PRESSURE TREATED WOOD TRIM. PAINT TRIM WITH WHITE ENAMEL.
6. 4 x 4 PRESSURE-TREATED WOOD POSTS TO BE PAINTED WITH 2 COATS EXTERIOR SEMIGLOSS WHITE ENAMEL.
7. VERIFY VERBIAGE OF SIGN WITH OWNER BEFORE INSTALLING.





1 OVERALL SITE PLAN AND NOTES

N

SCALE: 1"=20'-0"

GENERAL NOTES

- Contractor shall protect all existing curbing with appropriate blocking or plywood when accessing the site
- Any and all equipment required to perform the work shall be moved and staged on surface mats or ¾" plywood at all times in order to avoid contact with brick pavers
- Use of any equipment directly on the hardscape surfaces in the area is strictly prohibited
- Damage to brick, tile, concrete, or other hardscaping or surrounding paving materials shall be the responsibility of Contractor to repair at Contractor's expense. Costs of equipment and protective measures shall be incorporated into the Base Bid
- Damage to site amenities due to construction and everyday staging construction shall be the responsibility of Contractor to repair at Contractor's expense
- All products shall be installed/applied per the manufacturer's recommendations. Contractor, sub contractor, or installer shall refer to Qualified Installer, as per project manual and vendor specifications.
- Seams, cracks, and voids shall be filled to the greatest degree possible to achieve a water tight seal but remain visually neat and uniform.

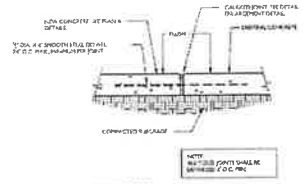
Portions of site included in scope of work contained by shaded areas interpolating to nearest new numbered

SHEET NOTES

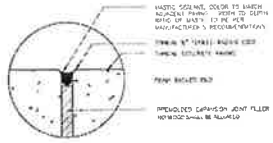
1. Safely remove all brick pavers, bedding sand, and setting material as required to install new utility trench. Brick pavers shall be stored on site for reinstallation. Contractor shall replace any damaged pavers with new pavers to match existing. Any pavers that are damaged during the removal process shall be replaced with new pavers to match existing.
2. Safely remove all brick pavers, bedding sand, and setting material as required to install new utility trench. Brick pavers shall be stored on site for reinstallation. Contractor shall replace any damaged pavers with new pavers to match existing. Any pavers that are damaged during the removal process shall be replaced with new pavers to match existing.
3. Remove and replace one (1) replacement concrete bench to match existing benches. Shape, surface finish, and color of the existing stone style, adjacent benches. Bench shall be reinforced and designed in accordance with the project specifications. Concrete shall be ready-mix concrete with a minimum 28-day compressive strength of 4,000 psi. Concrete shall be placed in forms and finished to a smooth, uniform surface. Curing shall be performed using approved methods to prevent premature drying and cracking. Bench shall be installed level and plumb, and anchored to the existing foundation or slab as required. All exposed edges shall be chamfered. Color and finish shall match existing benches as closely as possible. Contractor shall submit samples for approval prior to fabrication.
4. Replace Approximately One Hundred Seventy-Five Square Feet (175 S.F.) of existing concrete brick mix as specified in Detail A-1. Area to be replaced with Eight-Inch (8") thick reinforced and non-load bearing concrete to be placed on Base Layer Four (4") inches O.C. where existing brick, sand and concrete are removed. Install rigid brass brush concrete to match existing grades within adjacent pavers if applicable. All new and existing concrete shall be free from loose and deleterious materials and be greater than "X"



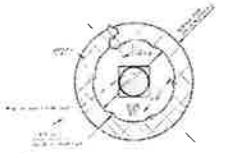
1 TYPICAL CONCRETE PAVING DETAIL



2 CONCRETE COLD JOINT DETAIL



3 TYPICAL ENLARGED CAULKED JOINT



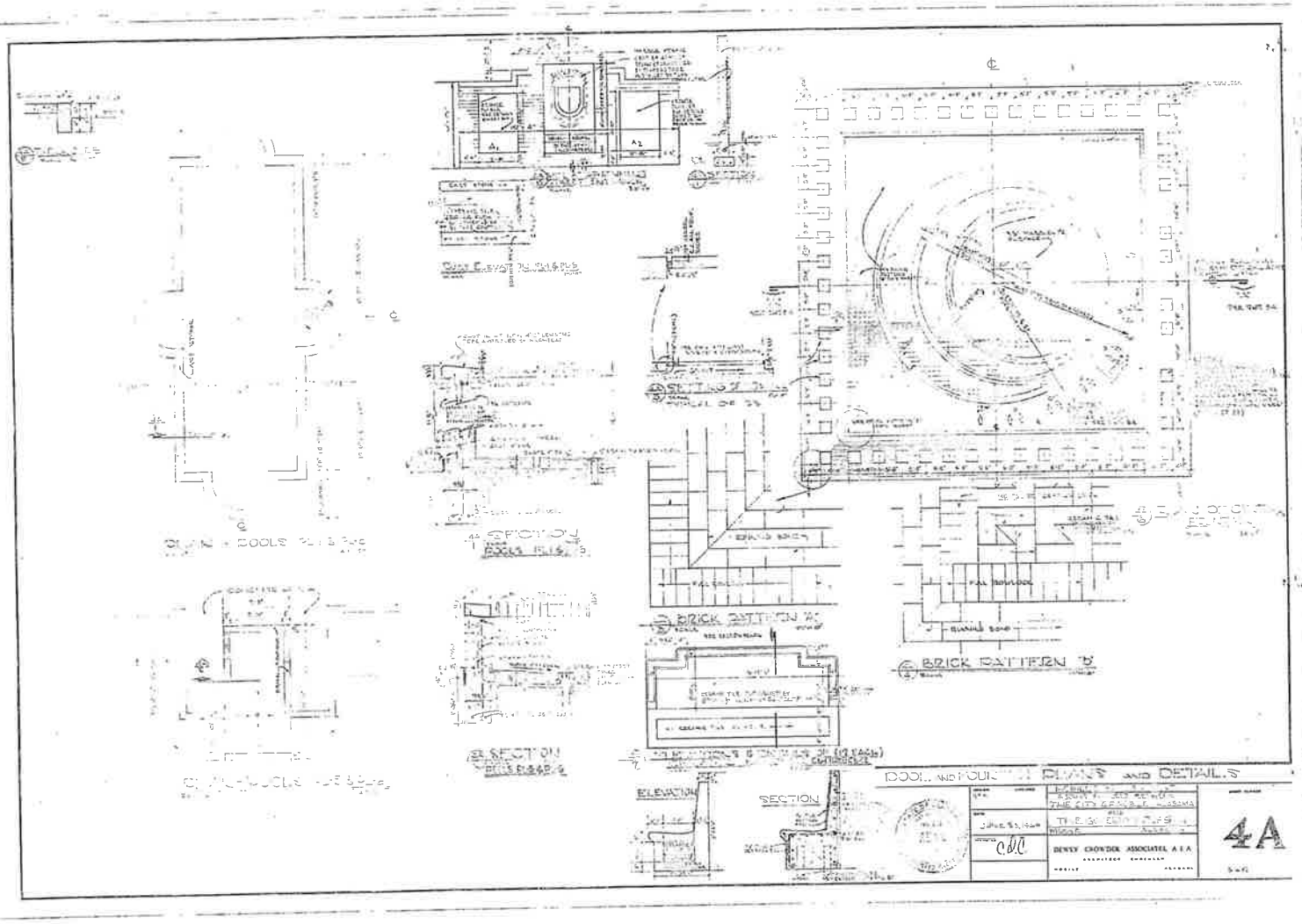
4 TYPICAL WATTLE PLAN VIEW

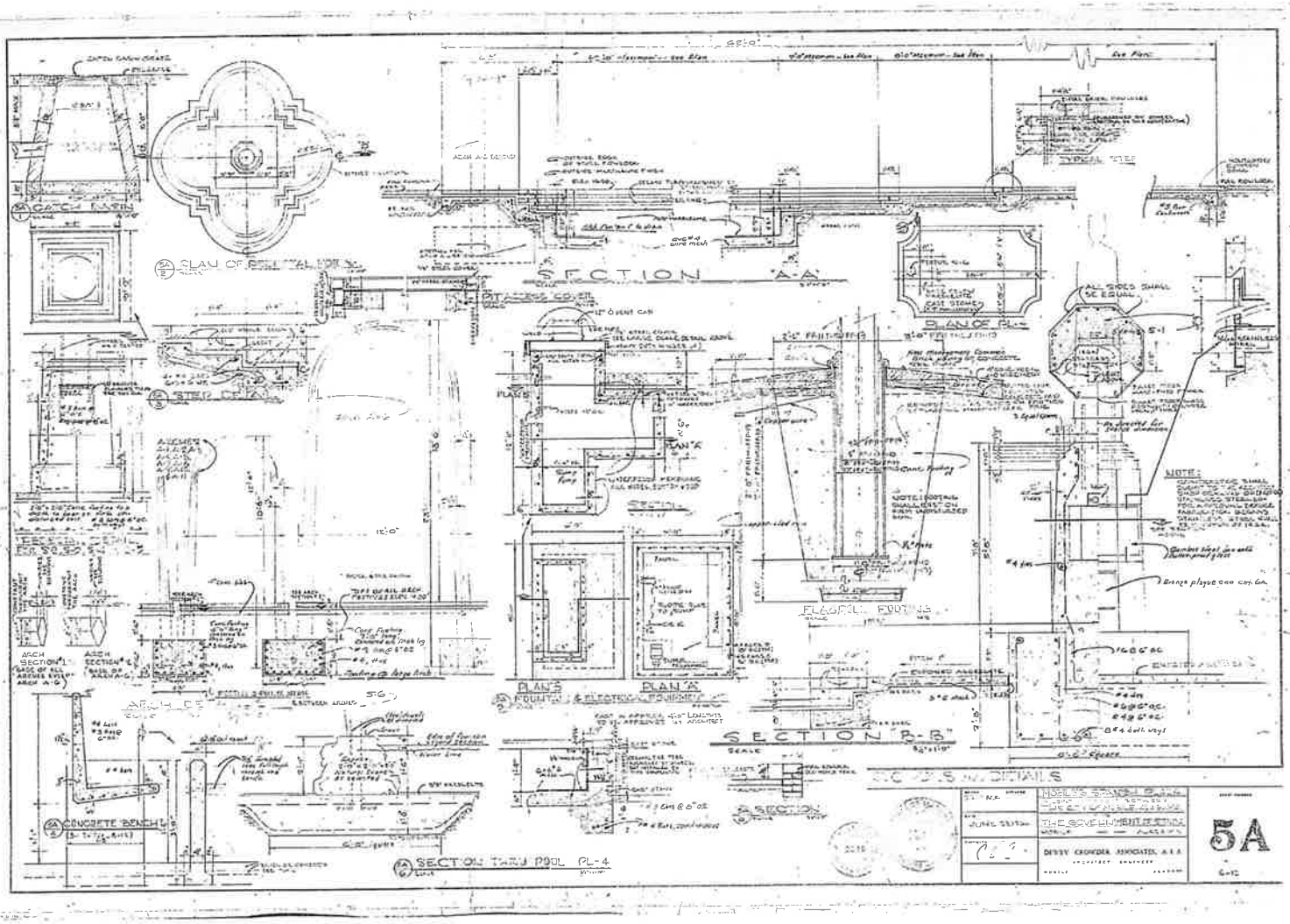
PR-086-22
SPANISH PLAZA - PHASE 4 IMPROVEMENTS
MOBILE, ALABAMA

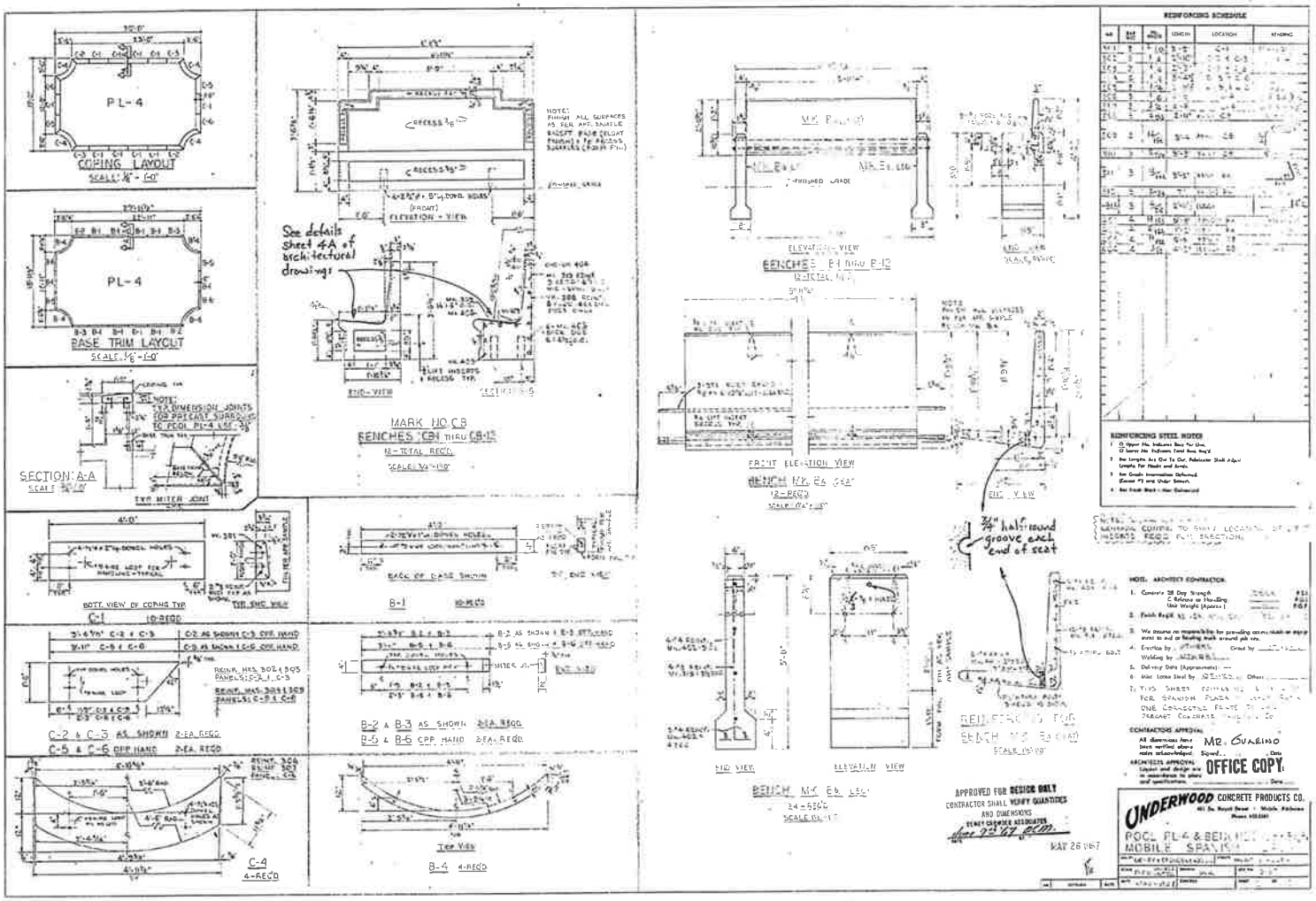
DRAWN: JPL
CHECKED:
DATE: 6/10/2022

SHEET TITLE: OVERALL SITE PLAN & DETAILS

SHEET: A-1.0


BRICK PATTERN 'A'
BRICK PATTERN 'B'
SECTION
ELEVATION
SECTION
DOOR AND FOUNTAIN PLANS AND DETAILS
4A


SECTION "A-A"
PLAN OF PILASTER
PLAN OF FOOTINGS
SECTION "B-B"
PLAN "A"
PLAN "B"
CONCRETE BENCH
SECTION THRU POOL
5A


PL-4
COPING LAYOUT
SCALE: 1/8" = 1'-0"
PL-4
BASE TRIM LAYOUT
SCALE: 1/8" = 1'-0"
SECTION A-A
SCALE 3/4"=1'0"
TYP MITER JOINT
See details Sheet 4A of architectural drawings
MARK NO C-B
BENCHES "CB" THRU CB-12
12 - TOTAL REQ'D.
SCALE: 3/4"=1'0"
BENCHES B-1 THRU B-12
12 TOTAL REQ'D.
FRONT ELEVATION VIEW
BENCH MK. B-6 ONLY
12-REQ'D
SCALE: 1/4"=1'0"
3/4" half round groove each end of seat
REINFORCING FOR BENCH MK B-6 ONLY
SCALE: 1/2"=1'0"
BENCH MK B-6 ONLY
24-REQ'D
SCALE: 1/2"=1'0"
REINFORCING SCHEDULE
REINFORCING STEEL NOTES
APPROVED FOR DESIGN ONLY
CONTRACTOR SHALL VERIFY QUANTITIES AND DIMENSIONS
MAY 26 1967
UNDERWOOD CONCRETE PRODUCTS CO.
MOBILE, ALABAMA
OFFICE COPY
C-1 10-REQD
B-1 10-REQD
C-2 & C-3 AS SHOWN 2-EA. REQD
C-5 & C-6 OPP HAND 2-EA. REQD
B-2 & B-3 AS SHOWN 2-EA REQD
B-5 & B-6 OPP HAND 2-EA. REQD
C-4 4-REQD
B-4 4-REQD

MOBILE
ALABAMA

Addendum No. 1

To: Registered Planholders and Pre-Quote Conference Attendees

From: Jacob Laurence, Work Order Coordinator
Architectural Engineering Department

Date: September 26, 2022

Re: **Spanish Plaza – Phase 4 Improvements**
401 Government Street
Mobile, Alabama 36602
PR-086-22

This Addendum forms a part of, and modifies, the Request for Quotes documents for the above referenced project, dated September 18, 2022. Acknowledge the receipt of this Addendum No. 1, and any subsequent Addenda, in the space provided on the Bid Form. Failure to do so may subject bid to disqualification.

General:

Item 1. The Pre-Quote Conference Agenda ***with Modifications*** (modifications bolded and italicized or with strikethroughs) and the Pre-Quote Conference Attendance Roster, both dated September 26, 2022 are attached and form a part of Addendum No. 1. Contractor shall review modifications in the Agenda for items that will affect bidding.

Attachments-
Pre-Quote Conference Agenda ***with Modifications***
Pre-Quote Conference Attendance Roster

SPANISH PLAZA – PHASE 4 IMPROVEMENTS
Project # PR-086-22
PRE-BID CONFERENCE

9:00am Monday, September 26, 2022
401 Government Street, Mobile, Alabama 36602

AGENDA ***with modifications italicized and bolded or with strikethroughs***

---

1) **Attendance roster.** Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.
   A. Introductions - REAM Work Order Coordinator, Project Manager
   Jacob Laurence, 251-422-3312 cell; 251-208-7703 office; **laurencej@cityofmobile.org**

2) **Discussion of Scope of Work:**
   A. The scope of this project, as further detailed in the RFQ documents, is to:
      1) Repair and/or tuckpoint grout joints at the central fountain;
      2) Prepare and coat the concrete cloverleaf around the statue of Queen Isabella;
      3) Form and pour one (1) concrete bench;
      4) Best Management Practices for sediment and erosion control for duration of contract, and
      5) Additive Alternate #1 (if included in contract)- Remove, form and pour One hundred seventy-five Square Feet (175 S.F.) of light broom finish concrete walkway
   B. City of Mobile Building permit will be required for this project, but shall be obtained at no cost to the Contractor. Contractor shall have a current $10,000 Surety Bond on file with the City of Mobile Permitting prior to issuance of permits and throughout the contract duration.
   C. The Building permit, a Certificate of Appropriateness (COA) provided by Mobile Historic Development Commission, and the City of Mobile standard project sign shall be posted by the Contractor in a prominent location for the duration of the project in a pre-approved location agreed upon in advance by the Project Manager and the Contractor.
   D. Generally, the site will remain open to the public and City of Mobile maintenance crews. Contractor shall consecutively secure each section/area of the site as they are working. Contractor shall include in Base Quote all materials and equipment to close each work area from public access, enabling portions of the site to be secured at non-work hours and while work is being performed on specific amenities. Reflective barricades or cones shall be installed for the duration of equipment access onto and off of the site.
   E. Lane closures shall be coordinated with the Project Manager in advance of the date of closure and shall be limited to the greatest possible extent to avoid traffic congestion.
   F. Site access shall be limited to pre-approved locations agreed upon in advance by the Project Manager and the Contractor, and mainly shall be confined to the staging area and construction entrance. Any damage to original condition of site at the start of on-site work shall be the responsibility of the contractor at the contractor's expense.
   G. Contractor shall avoid working from, staging on, or crossing the landscaped/softscaped areas of the site unless pre-approved by the Project Manager. Contractor shall take every precaution to avoid damage to the existing plumbing and irrigation system and shall at their own costs make repairs to the system if damage occurs during construction.
   H. An on-site dumpster may be provided by the Contractor and located as approved by the Project Manager. Remove waste & surplus materials, and rubbish from the site daily.
   I. Contractor shall provide a lockable portable toilet. Unit shall be serviced weekly.
   J. Contractor parking shall be limited to a pre-determined area agreed upon in advance by the Project Manager and the Contractor.
   K. Water and electricity at project site shall be supplied by the City of Mobile in moderate amounts at no cost to the Contractor in order to perform the work associated with the new construction. Hose bibs and electrical outlet locations

will be identified at the Pre-construction meeting after award of the contract. The bibs are the only water source at the site that are authorized for use by the Contractor. Hose to span from the bib to the work areas and power cord to span from the electrical outlet to the work areas are the responsibility of the Contractor. Excessive water or electricity use shall be paid for by the Contractor, and "excessive" shall be determined by the Project Manager. Contractor may choose to use self-supplied potable water and/or generators for any project related needs and shall incorporate the associated costs into their Base Bid.

L. There will be a $1,000 Contingency Allowance for the project.
M. Any proposed changes to the design shall be submitted to the Consultant for approval in advance of commencement of any work.
N. Work hours shall typically be 7am to 6pm seven days a week, but Contractor shall also be allowed access at other than usual hours, after prior approval and coordination of such hours with the Project Manager. Contractor shall coordinate schedule for work through the Project Manager.
O. It is advised that the Contractor remove all materials and equipment daily for security reasons, unless the Contractor makes reasonable accommodations to secure their project- related items in a pre-approved and lockable laydown area at the site.
P. Upon coordination with the Project Manager, Contractor shall start with the project within 10 days following the written Notice to Proceed.
Q. Contract duration is Sixty (60) calendar days from the written Notice to Proceed.

3) Bidding instructions, forms, special requirements and time:

A. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Jacob Laurence at laurencej@cityofmobile.org
B. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Project Manager shall issue all addenda.
C. Cut off time for submission of RFIs is six (6) calendar days prior to the Bid Opening date by 12:00pm.
D. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises.
E. Receipt of Quotes shall be Thursday, October 6, 2022, no later than 2:00 PM local time. To ensure timely receipt, it is recommended that Quotes be emailed the Project Manager or sent by U. S. Postal Service or another carrier, addressed to the Architectural Engineering Department, 5th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602 (or AE Dept., P. O. Box 1827, 36633-1827, if sent by regular mail via the U. S. Postal Service).
F. Quotes shall be submitted only on a copy of the Quote Form included in the RFQ documents and shall include DBE Documentation. Bids greater than $50,000 submitted dgitially or without the proper documentation or envelope shall be rejected without being read.
G. Use of Allowances shall be reviewed and approved by the Owner prior to the commencement of the associated work.

4) Additional Requirements within 10 Days of Contract Award:

1. A valid City of Mobile business license for the duration of the contract period
2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
3. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see Certificate of Insurance included in RFQ documents). NOTE that the City's insurance requirements have changed and must include an Installation Floater as a part of the coverage provided by the Contractor for this project specifically.

4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
5. Performance Bond and Labor and Material Payment Bond if Bid is greater than $50,000.
6. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be EXACTLY the same.

5) Payment requirements.

a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published once per week for four consecutive weeks in a local newspaper of general circulation.
c. Invoices shall be substituted as two originals by utilization of AIA Documents G702 and G703, completed by the contractor with original signatures and notary seal, partial lien waivers and DBE Compliance Report, as applicable.

6) Review of Site

7) Adjourn

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Marc Vassallo, Senior Director, Public Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Three-year Contract with Republic Services of Mobile for downtown compactor garbage containers rental and service.

General fund.

Amount of Contract:

NTE $100,000 per year

Funding Source

Project # **Discretionary Funds**

Project String 10042090 42060 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2022 Agenda Package Compactor container	Cover Memo	10/24/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	10/25/2022 - 12:49 PM
Legal	Kern, Chris	Approved	10/25/2022 - 4:59 PM
Legal	Kern, Chris	Approved	10/25/2022 - 4:59 PM

Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:43 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:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and BFI Waste Services, LLC, d.b.a. Republic Services of Mobile, to compactor garbage container rental and service, for three years, in an amount not to exceed $300,000.00, 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.

Adopted:

_____
City Clerk

City of Mobile

Project: Garbage Compactor Rental and Service

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this ____day of _____, 20__ (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and BFI Waste Services, LLC, d.b.a. Republic Services of Mobile,(hereinafter "Contractor"), a for profit company organized under the laws of the State of Delaware

WHEREAS, the City desires to rent compactor containers to collect garbage from downtown Mobile businesses in the entertainment district and have the contents of these bins transported for disposal to the Waste Management Transfer Station, 4770 Hamilton Blvd, Theodore, AL 36582 ("Services"); and

WHEREAS, the City has requested that Contractor provide these Services as well as equipment maintenance, during the term of this Agreement, and Contractor has agreed to provide such.

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

ARTICLE 1. **Scope of the Work; Term.** The location, frequency and manner of the Services are as set out in **Exhibit A**, City of Mobile Bid 5731, Garbage Compactor Rental and Service, which is attached to this Agreement and incorporated by reference herein. The Senior Director, Public Services, or his designate, will be the City's point of contact for the Contractor's performance in accordance with the terms found in **Exhibit A**. The term of this Agreement shall begin on the Effective Date and shall continue for three years.

ARTICLE 2. **Rates**. City will pay Contractor the following rates, billed monthly for services provided the preceding month:

Monthly rental of each 34-yard compactor-container:	$711.53
Rate per haul and transport of contents to transfer station:	$269.89
Rate per hour for additional services:	$110.00

The amount to be billed shall not exceed $100,000 per year.

ARTICLE 3. **Insurance**: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**, the Bid

Specification. Evidence of such insurance shall be included as **Exhibit B** to this contract.

ARTICLE 4. Breach of Contract: In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 5. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 6. Entire Agreement: This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 7. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 8. **Licenses, permits, etc**.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama.

ARTICLE 9. **No Agency Relationship Created**: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 10. **Nondiscrimination**: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 11. **Method of Payment**: Contractor shall be paid in arrears for services rendered, within thirty (30) days of the City's receipt of Contractor's invoice. Contractor shall submit electronic copies of invoices as directed separately by the Executive Director, Public Works. The City will remit payment for such invoices upon satisfactory completion of service, as verified by the Superintendent of Public Works. Inquiries regarding payment may be made to the Executive Director, Public Works, or to the Accounting Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633.

ARTICLE 12. **Termination of Contract**: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to Executive Director, Public Works, City of Mobile, P.O. Box 1827, Mobile, AL 36633. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement.

ARTICLE 13. **Assertion of Rights**: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 14. **Notices**. Notice for the City shall be mailed to:

Senior Director, Public Services
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Contractor shall be mailed to:
Republic Services of Mobile
3720 Varner Drive
Mobile, AL 36693

ARTICLE 15. Compliance with Alabama Immigration Law
By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16. Boycotts
By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17. Signatures:
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR, BFI Waste Services, LLC, d.b.a. Republic Services of Mobile

_____, Its General Manager (title)
On behalf of Contractor

10/24/22
Date

ACKNOWLEDGEMENT

The State of Alabama }

Mobile County}

I, Brandi G. Brooks, a Notary Public, in and for said County in said State, hereby certify that

Andrew Rodgers (signer name) as General Manager (title) of BFI Waste Services, LLC, d.b.a. Republic Services of Mobile , 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 conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 24 day of October, 2022

Brandi G. Brooks, Notary Public
(Seal)

BRANDI G BROOKS
Notary Public
Alabama State at Large

My Commission Expires
June 23, 2025

CITY

_____, Mayor

_____ Date

ATTEST:

_____, City Clerk

_____ Date

EXHIBIT A Bid Specification and Contractor Bid
EXHIBIT B Certificate of Insurance

CERTIFICATE OF SECRETARY

RELATING TO THE BID OR PROPOSAL TO PROVIDE GARBAGE COMPACTOR RENTAL AND SERVICE FOR THE CITY OF MOBILE IN THE STATE OF ALABAMA

The undersigned, Secretary of **BFI WASTE SERVICES, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE NORTH AMERICA, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **ANDREW J. RODGERS** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 10th day of October, 2022.

Lauren McKeon

Lauren McKeon, Secretary

Exhibit A

Bid Specification and Contractor Bid 5731

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: **DON ROSE**

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:
09/30/2022	5731	PARKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: 2:00 PM, THURSDAY, OCTOBER 20, 2022

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.					

GARBAGE COMPACTOR RENTAL AND SERVICE

GENERAL DESCRIPTION

The City of Mobile is seeking bids for rental, maintenance, and servicing of two self-contained garbage compactor containers for the City's downtown business district for the collection of non-hazardous, non-infectious, solid waste.

The containers will replace containers currently located on City-provided gated and powered service locations on the corner of Washington Avenue and Conti Street, and on the east side of North Joachim Street, between Dauphin St and St. Francis Street. This bid is solicited as current container rental and service is at end of contract in January 2023. The City desires similar functionality to existing containers and service.

Interested bidders may inspect the current sites and equipment by email request to Purchasing@CityofMobile.org. All questions regarding this bid may be submitted to Purchasing@CityofMobile.org not later than five calendar days before bid due date.

No bid bond is required.

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 withdrawn 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 exemption certificate will be issued in lieu of same. The City is exempt from the 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) 208-7461 or cityofmobile.org/taxes.php.
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 will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase 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

SPECIFICATIONS

The containers are to be 34 yard in capacity with 250SC or equivalent compactor and mounted cart-tipper. Vendor will service these dumpsters, to include delivery, setup, haul and empty when full to the transfer station at 4770 Hamilton Blvd, Theodore, AL, maintenance and repair, and removal at the end of the contract term.

Additional specifications:

-Containers will be approximately 34 cubic yard roll-off capacity: 3/8 inch push-plate on container door with 3rd hinge, 1/2inch wear strip on rails, ground roller stiffeners, ½ inch charge box floor and ram face, full weld interior of container (except roof), ¼ inch container floor, stainless steel cylinder pins, hydraulic hose protection, cable deflector

-250SC compactor or equivalent left hand dog-house with 208 V power unit and controls for ease of loading and operation by employees of local downtown businesses

-Mounted power cart tipper and controls for easy dumping of carts with minimal spillage

-Delivery and set up not later than January 30, 2023

-Equipment must be new or newly refurbished, including fresh or new attractive exterior paint

-Keyed/card access control for user interface.

-Odor and pest control system.

-Full-container indicator or pressure gauge to indicate load fill

-Vendor responsible for all maintenance, regular washing, repairs, and adjustments, to include 7x24 hour support service for repair, with technician response to the site within 3 hours of service call. Failure to provide a reliable product, absent evidence of vandalism, gross misuse, accident or disaster, may be grounds for early termination of contract.

--Vendor to provide and maintain with City a current Vendor contact list for all service and support call

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

-Haul service within 4 hours of dumpster-full notification

-Haul service turnaround not to exceed three hours.

The City will provide a prepared site with pad, ramp access, power, lighting, water, and drainage. The City will ensure the site is accessible for Vendor and meets City zoning and health department requirements.

The compactor will be used and operated by employees of downtown businesses who will be trained in the operation of the compactor and lift units, and will have keyed access to the power units.

The City will provide training and access card/key control. Service calls to the Vendor will be made by City employees. Vendor shall maintain a current list with the City of its on-call person for support/service.

There is no guarantee on the volume of garbage that will be collected and the number of hauls that will be required. The Vendor will collect the tip ticket from the Mobile Transfer Station on Hamilton Blvd, and provide it to the Public Works Superintendent within 24 hours of tipping. The City of Mobile will pay the tipping fee to the transfer station.

BID SELECTION

The low bid will be determined as the annual sum total for the rental, service, and estimate transfer charges as detailed on the bid pricing sheet. Award will be made to the Vendor with the overall lowest bid total. State Bid Law local preference rules will apply.

The City's desire is to enter into a three--year contract, with the option upon mutual consent of the City and Vendor, for renewal for an additional three-years period at the existing service prices.

All bidders shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, equipment, and expertise to perform the services required by these specifications. No contract will be awarded to any bidder who, as determined by the City, has an unsatisfactory performance record or

inadequate experience, or who lacks the necessary capital, organization, personnel, and equipment to conduct and complete the services required. The decision of the City will be final. To that end, bidders shall demonstrate that they have at least 5 years of experience servicing commercial compactor dumpsters

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

Vendors shall be required to comply with all laws and permit requirements related to solid waste storage and transportation.

Vendors shall provide with this bid the following:

Registration Number with Secretary of State Office_____

City of Mobile Business License Number _____

E-Verify Enrollment Number _____

Insurance Carrier can provide Certificate of Insurance for City Requirements within ONE (1) day of notification: YES____ NO____

Do you have a place of business in the State of Alabama?
YES____NO____

Do you have a place of business within the City of Mobile or its police jurisdiction? YES____NO____

Should the City consider your business to be:

Woman Owned	YES____NO____
Minority Owned	YES____NO____
Veteran Owned	YES____NO____
Disadvantaged Owned	YES____NO____
A Small Business	YES____NO____

Vendors will be required to demonstrate and maintain insurance coverage in the following minimum amounts:

Workers compensation-	Statutory requirement
Bodily Injury Liability	$250,000/person
	$500,000/occurrence
Property damage Liability	$100,000/occurrence
Bodily Injury/Property Combined	$500,000/occurrence
Automobile Bodily Injury	$250,000/person
	$500,000/occurrence
Automobile Property Damage	$100,000/occurrence
Auto Bodily/Property Combined	$500,000/occurrence

BID PRICING SHEET

Please submit pricing for the following items, which shall be the only costs regularly billed to the City. Note, these total amounts may not reflect actual service volume required by the City, but are estimates for determining the lowest bid. Actual charges at the below rates will be calculated and invoiced as needed:

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

Rental of compactor-containers (to include all fees)

$_____/mo per container x 2 containers x 36 mo = $_____

Hauls to Hamilton Blvd Transfer Station

$_____/haul x 200 hauls (est for 3 years) $_____

Setup charges (if any, total for both) $_____

Termination charges (if any, total for both) $_____

On-site service rates (in case of damage vandalism, etc.)

$_____/hour x 15 hours = $_____

Other annual charges (please specify) $_____

Annual total bid amount (sum of all charges) $_____

BID SUBMISSION

PLEASE SIGN THIS PAGE IN THE SPACE PROVIDED AT THE BOTTOM OF THE SHEET INDICATING YOUR COMMITMENT TO THESE BID PRICES.

INCLUDE WITH BID:

--Your signed pricing (in case of math errors, unit price dictates bid)
--Affirmations and Information above
--A description of your capacity to provide service and experience
--A description of the equipment you are intending to provide

Please be sure that all documents submitted reflect the same business name.

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date-stamped prior to **2:00 P.M., Thursday, October 20, 2022**.

A bid bond is not required.

Any bids delivered after **2:00 P.M., Thursday, October 20, 2022** will be returned unopened.

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

It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the due date and time for the bid.

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Pricing for this bid to be good through the contract award period, and, if elected by both parties for renewal, throughout the renewal period not to exceed three years total from date of award.

For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org.

Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, cannot bid, hold City contract, or provide goods and services to the City of Mobile.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: www.cityofmobile.org/bids . Look under **Bid # 5731**.

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications

This is a sealed bid; your response must be in a sealed envelope that has the **City of Mobile Bid # 5731 and your company name** on the outside or the date and time of the bid opening.

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

Unsigned bids will not be accepted.

The City reserves the right to award some, all, or none of the bids received on this bid.

At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for an additional 3-year period. If extended, the terms, conditions and pricing shall not change.

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.

EXHIBIT A TO REQUEST FOR BIDS – SAMPLE CITY AGREEMENT

Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq.* (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, _____ (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

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

ARTICLE 1. **Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

ARTICLE 2. **Insurance**: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

   (1) Bodily injury liability:
   $250,000 each person
   $500,000 each occurrence
   (2) Property damage liability - $100,000 each occurrence.
   Or, (in lieu of (1) and (2) above
   (3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

REPUBLIC SERVICES

Sustainability in Action

October 20, 2022

Purchasing Department
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, AL 36644

Re: **BID NO. 5731**

We are pleased to submit a proposal for the enclosed **BID NO. 5731**. BFI Waste Services, LLC dba Republic Services of Mobile, whose address is 3720 Varner Drive, Mobile, Alabama, is in good standing with the State of Alabama (Certificate Included). We have been providing Waste Services to the City of Mobile for over twenty-years and we look forward to our continued partnership.

Republic is one of the largest environmental services providers in the United States, as measured by revenue. As of December 31, 2021, we operated facilities in 41 states through 345 collection operations, 220 transfer stations, 186 active landfills, 76 recycling processing centers, 6 treatment recovery, and disposal facilities,9 saltwater disposal wells, and 7 deep injection sites wells. We are engaged in 75 landfill gas to energy projects. We employ 35,000 full-time employees and service 2400 municipalities nationwide.

BFI Waste Services, LLC dba Republic Services of Mobile warrants that it has accepted the following responsibilities with the submittal of **BID NO. 5731**:

1. BFI Waste Services, LLC dba Republic Services of Mobile, examined the RFP package, including all enclosures and the proposed agreement, thoroughly.
2. Knows and is familiar with local conditions and geography that may affect the cost, permitting performance, or services described in the RFP, including all facilities associated with this work.
3. BFI Waste Services, LLC dba Republic Services of Mobile considered all federal, state, and local laws, statutes, ordinances, regulations, and other applicable laws that may affect costs, permitting, progress, performance, or services.
4. BFI Waste Services, LLC dba Republic Services of Mobile has not collaborated or discussed the proposal's content or service fees proposed with the other Proposers.
5. BFI Waste Services, LLC dba Republic Services of Mobile can comply with all bid specifications presented in RFP.
6. BFI Waste Services, LLC dba Republic Services of Mobile is committed to perform the services on a consistent and timely basis

REPUBLIC SERVICES

Sustainability in Action

Description of the equipment Republic Services will provide:

1. Containers will be approximately 34 cubic yard roll-off capacity: 3/8-inch push-plate on container door with 3rd hinge, 1/2inch wear strip on rails, ground roller stiffeners, 1/2-inch charge box floor and ram face, full weld interior of container (except roof), Y4 inch container floor, stainless steel cylinder pins, hydraulic hose protection, cable deflector
2. 250SC compactor or equivalent left-hand doghouse with 208 V power unit and controls for ease of loading and operation by employees of local downtown businesses
3. Mounted power cart tipper and controls for easy dumping of carts with minimal spillage
4. Equipment must be new or newly refurbished, including fresh or new attractive exterior paint
5. Keyed/card access control for user interface.
6. Odor and pest control system.
7. Full-container indicator or pressure gauge to indicate load fill

BID QUALIFICATIONS:

Insurance language on Contract Document under Article 2 Insurance.

BFI Waste Services, LLC dba Republic Services of Mobile has reviewed the insurance language and request the following:

ARTICLE 2. Insurance: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** via blanket-form endorsement, as applicable, and shall attach to this Agreement, as evidence thereof and as Exhibit B, a certificate of insurance(s) issued by insurer's licensed and qualified to do business in the State of Alabama or its authorized representative:

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall be supplemented via blanket-form endorsement that the general liability and auto liability insurance coverage will not be cancelled, material changed or non-renewed unless the City has been given written notice of such cancellation, material change or non-renewal delivered to the City not less than thirty (30) days before the effective date of such cancellation, material change or non-renewal.

C. Professional Liability

Professional Liability doesn't apply to the nature of work that we will be providing the city. BFI Waste Services, LLC dba Republic Services of Mobile-is a Refuse Company's and doesn't qualify for professional liability insurance.

Attorney Fees. Article 3. BFI Waste Services, LLC dba Republic Services of Mobile requests the following language "the prevailing party would recoup their reasonable attorney fees".
Indemnification. Article 4. BFI Waste Services, LLC dba Republic Services of Mobile would like to modify this section to reflect that only "third party" claims, "to the extent" caused by the "negligent" performance would be indemnified by Contractor.

Additionally, BFI Waste Services, LLC dba Republic Services of Mobile would like to add language to indicate that the City will be responsible once the equipment is installed at their locations. BFI Waste Services, LLC dba Republic Services of Mobile would like to add:

City assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the Equipment and the supervision and operation of the Equipment, accessories and contents at all times during the term of this Agreement. City shall defend, indemnify and hold harmless Vendor and its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, expenses or other liabilities of whatsoever kind or nature to property, or injury to or death of any person or persons resulting from or arising in any manner out of (a) City's or its employees', agents' and representatives' or any other persons' negligence or willful misconduct, or its or their use, operation, or possession of the Equipment, accessories or contents provided under this Agreement.

Additional Provisions.

A. Delivery; Installation; Maintenance. Republic will be responsible for delivery, installation and hookup of the Equipment, and shall maintain the Equipment in good operating condition and make repairs necessitated by normal wear and tear. Republic will not be responsible for installation of utility service necessary to operate the Equipment or any utility service charges attributable to the Equipment's operation. If electrical or any other installment requirements are not satisfied prior to delivery of the Equipment, Republic may charge Customer all costs incurred by Republic for its inability to complete the installation of the Equipment. Customer shall be responsible for (a) connecting the Equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the Equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the Equipment.

B. Customer's Obligations.

a. Customer shall comply with all applicable laws relating to this Agreement.
b. Customer acknowledges that it does not and shall not acquire any ownership, title or property rights or interest in the Equipment, except the right to use the Equipment in accordance with and subject to the terms and conditions in this Agreement.
c. Customer shall operate the Equipment solely for its intended purpose and in strict conformance with this Agreement, the manufacturer's instructions, and Republic's instructions, and shall not allow the Equipment to be used by any person other than Customer or Customer's employees without Republic's written consent.
d. Customer shall comply with all reporting and operating requirements related to the operation, maintenance and management of the Equipment as required by Republic or as otherwise mandated by applicable laws. Any location-related licenses and permits concerning the Equipment shall be obtained and maintained by Customer at Customer's sole cost and expense.
e. Customer shall be liable for all loss or damage to the Equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the Equipment). Customer shall take all action necessary to ensure that the Equipment is not abused, misused, or otherwise harmed by Customer or its

employees, agents and representatives or any other persons. Customer shall immediately notify Republic of any damage to the Equipment, or any injuries relating to the use or operation of the Equipment.
f. Customer shall not deposit, or allow the deposit of, into the Equipment any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material, as defined by Applicable Laws (collectively, "Excluded Waste").

C. **Disclaimer of Warranties: Damages**; Vendor makes no warranties, either expressed or implied, as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability or its fitness for any particular purpose, and vendor hereby expressly disclaims all warranties therefor. Vendor expressly disclaims, all incidental, consequential, punitive, or exemplary damages arising in connection with this agreement or the equipment, including, without limitations, lost sales and profits and other business interruption damages. Even if vendor has been advised of the possibility of such damages and without regard to the nature of the claim or the underlying theory or cause of action (whether in contract, tort, or otherwise). And customer hereby expressly waives and releases vendor from and against any such damages.

Please coordinate all correspondence concerning the RFP to Andrew Rodgers, General Manager, who is authorized to obligate BFI Waste Services, LLC (see attached Certificate of Secretary).

In Summary, BFI Waste Services, LLC dba Republic Services of Mobile takes pride in servicing the City of Mobile for over 20-years. We look forward to the opportunity to continue serving the City of Mobile. We appreciate the opportunity to submit a proposal for BID NO, 5731, and we will patiently wait for the outcome of this process.

Sincerely,

Andrew Rodgers
General Manager
BFI Waste Services, LLC dba Republic Services of Mobile
3720 Varner Drive
Mobile, AL 36693
251-544-5337
arodgers@republicservices.com

City of Mobile
BID # 5731

Regular Washing

Republic Services proposes to perform regular washing of each compactor unit once per month. Washing will include both inside and outside of unit with emphasis on rear door and door seal.

This washout service will incur a fee of $100.00 one-time per month per compactor.

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: en Buyer: DON ROSE

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:
09/30/2022	5731	PARKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: 2:00 PM, THURSDAY, OCTOBER 20, 2022

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
	GARBAGE COMPACTOR RENTAL AND SERVICE					
	GENERAL DESCRIPTION					
	The City of Mobile is seeking bids for rental, maintenance, and servicing of two self-contained garbage compactor containers for the City's downtown business district for the collection of non-hazardous, non-infectious, solid waste.					
	The containers will replace containers currently located on City-provided gated and powered service locations on the corner of Washington Avenue and Conti Street, and on the east side of North Joachim Street, between Dauphin St and St. Francis Street. This bid is solicited as current container rental and service is at end of contract in January 2023. The City desires similar functionality to existing containers and service.					
	Interested bidders may inspect the current sites and equipment by email request to Purchasing@CityofMobile.org. All questions regarding this bid may be submitted to Purchasing@CityofMobile.org not later than five calendar days before bid due date.					
	No bid bond is required.					
	Page 1 of 6					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within 0 days of receipt of P.O.

Firm Name BFI Waste Services, LLC dba Republic Services of Mobile

Typed Signature Andrew Rodgers, GM

By [signature]

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 withdrawn 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 exemption certificate will be issued in lieu of same. The City is exempt from the 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) 208-7431 or cityofmobile.org/taxes.php
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 will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase 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
		Page 2 of 6					

SPECIFICATIONS

The containers are to be 34 yard in capacity with 250SC or equivalent compactor and mounted cart-tipper. Vendor will service these dumpsters, to include delivery, setup, haul and empty when full to the transfer station at 4770 Hamilton Blvd, Theodore, AL, maintenance and repair, and removal at the end of the contract term.

Additional specifications:

-Containers will be approximately 34 cubic yard roll-off capacity: 3/8 inch push-plate on container door with 3rd hinge, 1/2inch wear strip on rails, ground roller stiffeners, ½ inch charge box floor and ram face, full weld interior of container (except roof), ¼ inch container floor, stainless steel cylinder pins, hydraulic hose protection, cable deflector

-250SC compactor or equivalent left hand dog-house with 208 V power unit and controls for ease of loading and operation by employees of local downtown businesses

-Mounted power cart tipper and controls for easy dumping of carts with minimal spillage

-Delivery and set up not later than January 30, 2023

-Equipment must be new or newly refurbished, including fresh or new attractive exterior paint

-Keyed/card access control for user interface.

-Odor and pest control system.

-Full-container indicator or pressure gauge to indicate load fill

-Vendor responsible for all maintenance, regular washing, repairs, and adjustments, to include 7x24 hour support service for repair, with technician response to the site within 3 hours of service call. Failure to provide a reliable product, absent evidence of vandalism, gross misuse, accident or disaster, may be grounds for early termination of contract.

--Vendor to provide and maintain with City a current Vendor contact list for all service and support call

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name BFI Waste Services, LLC dba Republic Services of Mobile

By _____

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

Page_____ of_____

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 6 -Haul service within 4 hours of dumpster-full notification -Haul service turnaround not to exceed three hours. The City will provide a prepared site with pad, ramp access, power, lighting, water, and drainage. The City will ensure the site is accessible for Vendor and meets City zoning and health department requirements. The compactor will be used and operated by employees of downtown businesses who will be trained in the operation of the compactor and lift units, and will have keyed access to the power units. The City will provide training and access card/key control. Service calls to the Vendor will be made by City employees. Vendor shall maintain a current list with the City of its on-call person for support/service. There is no guarantee on the volume of garbage that will be collected and the number of hauls that will be required. The Vendor will collect the tip ticket from the Mobile Transfer Station on Hamilton Blvd, and provide it to the Public Works Superintendent within 24 hours of tipping. The City of Mobile will pay the tipping fee to the transfer station. BID SELECTION The low bid will be determined as the annual sum total for the rental, service, and estimate transfer charges as detailed on the bid pricing sheet. Award will be made to the Vendor with the overall lowest bid total. State Bid Law local preference rules will apply. The City's desire is to enter into a three--year contract, with the option upon mutual consent of the City and Vendor, for renewal for an additional three-years period at the existing service prices. All bidders shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, equipment, and expertise to perform the services required by these specifications. No contract will be awarded to any bidder who, as determined by the City, has an unsatisfactory performance record or inadequate experience, or who lacks the necessary capital, organization, personnel, and equipment to conduct and complete the services required. The decision of the City will be final. To that end, bidders shall demonstrate that they have at least 5 years of experience servicing commercial compactor dumpsters					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name BFI Waste Services, LLC dba Republic Services of Mobile

By _____

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of competed 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

Vendors shall be required to comply with all laws and permit requirements related to solid waste storage and transportation.

Vendors shall provide with this bid the following:

Registration Number with Secretary of State Office 000-602778

City of Mobile Business License Number 59556

E-Verify Enrollment Number 356205

Insurance Carrier can provide Certificate of Insurance for City Requirements within ONE (1) day of notification: YES X NO____

Do you have a place of business in the State of Alabama? YES X NO____

Do you have a place of business within the City of Mobile or its police jurisdiction? YES X NO____

Should the City consider your business to be:

Woman Owned	YES____ NO X
Minority Owned	YES____ NO X
Veteran Owned	YES____ NO X
Disadvantaged Owned	YES____ NO X
A Small Business	YES____ NO X

Vendors will be required to demonstrate and maintain insurance coverage in the following minimum amounts:

Workers compensation-	Statutory requirement
Bodily Injury Liability	$250,000/person
	$500,000/occurrence
Property damage Liability	$100,000/occurrence
Bodily Injury/Property Combined	$500,000/occurrence
Automobile Bodily Injury	$250,000/person
	$500,000/occurrence
Automobile Property Damage	$100,000/occurrence
Auto Bodily/Property Combined	$500,000/occurrence

BID PRICING SHEET

Please submit pricing for the following items, which shall be the only costs regularly billed to the City. Note, these total amounts may not reflect actual service volume required by the City, but are estimates for determining the lowest bid. Actual charges at the below rates will be calculated and invoiced as needed:

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name BFI Waste Services, LLC dba Republic Services of Mobile

By _____

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of competed 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

Rental of compactor-containers (to include all fees)

$ 711.53 /mo per container x 2 containers x 36 mo = $ 51,230.16

Hauls to Hamilton Blvd Transfer Station

$ 269.89 /haul x 200 hauls (est for 3 years) $ 53,978.00

Setup charges (if any, total for both) $ 0.00

Termination charges (if any, total for both) $ 0.00

On-site service rates (in case of damage vandalism, etc.)

$ 110.00 /hour x 15 hours = $ 1,650.00

Other annual charges (please specify) $ 0.00

Annual total bid amount (sum of all charges) $ 106,858.16

BID SUBMISSION

PLEASE SIGN THIS PAGE IN THE SPACE PROVIDED AT THE BOTTOM OF THE SHEET INDICATING YOUR COMMITMENT TO THESE BID PRICES.

INCLUDE WITH BID:

--Your signed pricing (in case of math errors, unit price dictates bid)
--Affirmations and Information above
--A description of your capacity to provide service and experience
--A description of the equipment you are intending to provide

Please be sure that all documents submitted reflect the same business name.

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date-stamped prior to 2:00 P.M., Thursday, October 20, 2022.

A bid bond is not required.

Any bids delivered after 2:00 P.M., Thursday, October 20, 2022 will be returned unopened.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name BFI Waste Services, LLC dba Republic Services of Mobile

By _____

We will allow a discount 0 % 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
	Page 6 of 6					

It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the due date and time for the bid.

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Pricing for this bid to be good through the contract award period, and, if elected by both parties for renewal, throughout the renewal period not to exceed three years total from date of award.

For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org.

Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, cannot bid, hold City contract, or provide goods and services to the City of Mobile.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: www.cityofmobile.org/bids . Look under **Bid # 5731**.

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications

This is a sealed bid; your response must be in a sealed envelope that has the City of Mobile Bid # 5731 and your company name on the outside or the date and time of the bid opening.

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

Unsigned bids will not be accepted.

The City reserves the right to award some, all, or none of the bids received on this bid.

At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for an additional 3-year period. If extended, the terms, conditions and pricing shall not change.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name BFI Waste Services, LLC dba Republic Services of Mobile

By _____

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of completed order.

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

the entity records on file in this office disclose that BFI Waste Services, LLC a Delaware entity, qualified in the State of Alabama on October 25, 2000. The Alabama Entity Identification number for this entity is 000-602778. I further certify that the records do not disclose that said qualification has been revoked, cancelled or terminated.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

09/07/2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

20220907000010488

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

BFI WASTE SERVICES LLC/ALLIED WASTE
3720 VARNER DRIVE A
MOBILE AL 36693

YEAR	LICENSE NO.
2022	59556
ISSUED	EXPIRES
5/5/2022	12/31/2022

562111 GARBAGE DISPOSAL SERVICE(S)
562113 GARBAGE DISPOSAL TRUCK-$25 EA

Donna G. Bryars

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

BFI WASTE SERVICES LLC/ALLIED WASTE
3720 VARNER DR
MOBILE AL 36693-5645

Company ID Number: 40635
Client Company ID Number: 356205

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **BFI Waste Services, LLC** (Employer), and **LawLogix Group, Inc.** (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

E-Verify

Company ID Number: 40635
Client Company ID Number: 356205

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer BFI Waste Services, LLC

Alexandra Ulz	Director - Employment Practices
Name (Please Type or Print)	Title
Alexandra Ulz	9/21/10
Signature	Date

Designated Agent LawLogix Group, Inc.

Craig Duff	
Name (Please Type or Print)	Title
Electronically Signed	09/08/2010
Signature	Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)	Title
Signature	Date

Information Required
For the E-Verify Designated Agent Program

Information relating to your Company:

CERTIFICATE OF SECRETARY

RELATING TO THE BID OR PROPOSAL TO PROVIDE GARBAGE COMPACTOR RENTAL AND SERVICE FOR THE CITY OF MOBILE IN THE STATE OF ALABAMA

The undersigned, Secretary of **BFI WASTE SERVICES, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE NORTH AMERICA, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **ANDREW J. RODGERS** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 10th day of October, 2022.

Lauren McKeon

Lauren McKeon, Secretary

Corporate Data Sheet Report

As of October 10, 2022

BFI Waste Services, LLC

Formed in Delaware on 10/10/2000

Status:	Current		
Entity Type :	Limited Liability Company		
Federal ID #:	86-1006825	**Internal #:**	9B
Domicile:			

Primary Address

18500 North Allied Way
Phoenix, Arizona 85054

Officers

	Title
Gregg K. Brummer	President
James G. Amick, Jr.	Vice President
Julia Arambula	Vice President
Kevin Michael Cross	Vice President
Matthew R. Healy	Vice President
John B. Nickerson	Vice President
Larson Richardson	Vice President
Jennifer L. Thomson	Vice President
Gary S. Walker	Vice President
Adrienne W. Wilhoit	Vice President
Lawrence D. Focazio	Vice President, Tax
Lauren McKeon	Secretary
John B. Nickerson	Assistant Secretary
Jennifer L. Thomson	Assistant Secretary
Adrienne W. Wilhoit	Assistant Secretary
Calvin R. Boyd	Treasurer

Direct Owners

	Registered in	%Ownership
Allied Waste North America, LLC	Delaware	100.0000 %

Corporate Data Sheet Report

As of October 10, 2022

BFI Waste Services, LLC

Registrations

		Charter No.	Tax ID No.	Date	End Date
Alabama	Qualification	602 - 778	N/A	10/25/2000	
Arkansas	Qualification	100191431		10/25/2000	
Delaware	Formation	3299575		10/10/2000	
District of Columbia	Qualification	L08568		05/24/2001	
Florida	Qualification	M00000002212		10/25/2000	
Georgia	Qualification	0047419		10/26/2000	
Iowa	Qualification	246162		10/24/2000	
Kentucky	Qualification	0516286		05/22/2001	
Louisiana	Qualification	35040583Q		02/15/2001	
Maryland	Qualification	Z06308894		05/22/2001	
Mississippi	Qualification	697824		02/08/2001	
Missouri	Qualification	FL0044255		11/01/2000	
North Carolina	Qualification	0568733		11/01/2000	
Oklahoma	Qualification	3700666261		05/23/2001	
Pennsylvania	Qualification	605390		05/12/2006	
South Carolina	Qualification	none	N/A	11/02/2000	
Tennessee	Qualification	0407373		05/01/2001	
Texas	Qualification	801150303	18610068258	07/23/2009	
Virginia	Qualification	T017950-9		10/25/2000	
West Virginia	Qualification	40492		05/23/2001	

Exhibit B

Contractor Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/30/2022

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
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTSDALE RD.
SCOTTSDALE, AZ 85255

CONTACT NAME:

PHONE (A/C No.Ext): | **FAX (A/C No.Ext):**

E-MAIL ADDRESS: certificateteam@ccmsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Co.	22667
INSURER B: Indemnity Insurance Co. of North America	43575
INSURER C: ACE Fire Underwriters Insurance Co.	20702
INSURER D: Illinois Union Insurance Company	27960
INSURER E:	
INSURER F:	

INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 2131532** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PROJECT [ ] LOC [ ] OTHER:			HDO G47331067	06/30/2022	06/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS -COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ 5,000,000 $ 15,000,000 $ 15,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ISA H1073261A	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 10,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C50702145 - AOS WLR C5070192A - MA/OR SCF C50702182 - WI WCU C50702273 - OH XS TNS C68991171 - TX NS/XS	06/30/2022 06/30/2022 06/30/2022 06/30/2022 06/30/2022	06/30/2023 06/30/2023 06/30/2023 06/30/2023 06/30/2023	[X] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Division Number: 4986 - Named Insured Includes: BFI Waste Services, LLC - Dba: Allied Waste Services of Mobile

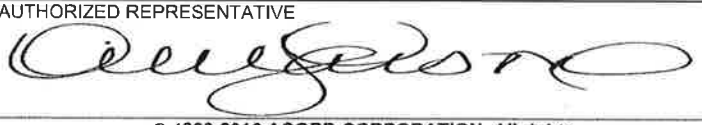
CERTIFICATE HOLDER

CITY OF MOBILE
PO BOX 1827
MOBILE, AL 36633
United States

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2131532

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C50702145 and stop gap coverage for OH is covered under policy no. WCU C50702273, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68991171) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Re: Project Name: Dumpster Service, Various City of Mobile Locations - Project No.: SC-010-19

Additional Insured includes: City of Mobile, when required by written contract.

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ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured			Endorsement Number
Republic Services, Inc.			1
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H1073261A	06/30/2022 TO 06/30/2023	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under written contract or agreement, which include permits and licenses, provided such contract or agreement was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured			Endorsement Number
Republic Services, Inc.			6
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H1073261A	06/30/2022 TO 06/30/2023	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.	DA9U74c

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured			Endorsement Number
Republic Services, Inc.			143
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H1073261A	06/30/2022 TO 06/30/2023	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

POLICY NUMBER: HDO G47331067

Endorsement Number: 12

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract requiring CG2010 (0704), provided such contract was executed prior to the date of loss	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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POLICY NUMBER: HDO G47331067

Endorsement Number: 17

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract requiring CG2037 (0704), provided such contract was executed prior to the date of loss.	All locations where you are performing work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSURED'S REPRESENTATIVE

Named Insured			Endorsement Number
Republic Services, Inc.			33
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G47331067	06/30/2022 TO 06/30/2023	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non-renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.

C. We will only be responsible for sending such notice to the first Named Insured who will notify its representative, and its representative will, in turn, send all applicable persons or organizations notice of cancellation, non-renewal, or material change at least 30 days prior to the applicable event date

D. This endorsement does not apply in the event that the first Named Insured cancels the Policy.

All other terms and conditions of the Policy remain unchanged.

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NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured			Endorsement Number
Republic Services, Inc.			28
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G47331067	06/30/2022 to 06/30/2023	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY COVERAGE

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.	Endorsement: CG2026; CG2010; CG2037

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Workers' Compensation and Employers' Liability Policy

Named Insured REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX AZ 85054	Endorsement Number Policy Number Symbol: WLR Number: C50702145
Policy Period 06-30-2022 TO 06-30-2023	Effective Date of Endorsement 06-30-2022
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Representative

WC 00 03 13 (11/05) Ptd. U.S.A. Copyright 1982-83, National Council on Compensation

Bid 5731 Garbage Compactor Rental and Service
Bid Tabulation

	Waste Management	WM Extended rate	BCC Waste Solutions LLC	BCC Extended rate	Republic Services	Republic Extended Rate
Monthly Rental Rate (Extended rate is 2 containers X 36 months)	$825.00	$59,400.00	$925.00	$66,600.00	$711.53	$51,230.16
Haul Rate to Hamilton Blvd (Extended rate is 200 hauls)	$640.00	$128,000.00	$400.00	$80,000.00	$269.89	$53,978.00
Service Hourly Rate (as needed) (Extended rate is 15 hours)	$100.00	$1,500.00	$125.00	$1,875.00	$110.00	$1,650.00
Total Extended Rates		**$188,900.00**		**$148,475.00**		**$106,858.16**

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor Stimpson and Council Members Penn, Carroll, Small, Reynolds, Daves, Jones and Gregory

Purpose and Scope of Project:

To accept professional service contract with Osprey Initiative, LLC for Citywide Stormwater Litter Collection and Analysis Services

Amount of Contract:

$500,000.00

Funding Source

Project # Citywide Stormwater Litter Collection and Analysis Services	**Discretionary Funds**
Project String 10043005.42200	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Citywide Stormwater Litter Collection and Analysis Services	Resolution Letter	10/25/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	10/26/2022 - 9:33 AM
Budget	Sapp, Celia	Approved	10/27/2022 - 7:59 AM

Legal	Kern, Chris	Approved	10/27/2022 - 9:59 AM
Legal	Kern, Chris	Approved	10/27/2022 - 9:59 AM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:42 PM

PROJECT NAME: Citywide Stormwater Litter Collection and Analysis Services

FUNDING SOURCE: Professional & Technical 10043005.42200

DATE OF RECEIPT: 10/25/2022

PROJECT DESCRIPTION: Stormwater Litter Collection and Analysis Services

CONTRACT AMOUNT: $500,000.00

VENDOR NAME: Osprey Initiative, LLC

VENDOR NUMBER: 295756

DEPT #: 3005 DEPT. NAME: Engineering

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural Engineering Testing **Professional Services**

Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? No ; 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: Lisa Roberts Date: 10/25/2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Scott Jones and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Osprey Initiative, LLC, for approximately twelve months, renewable annually for two additional one-year periods, for stormwater litter collection and analysis services 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.

Adopted:

_____
City Clerk

Professional Services Contract
City of Mobile

Citywide Stormwater Litter Collection and Analysis Services

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this _____ day of _____, 2022, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Osprey Initiative, LLC (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is uniquely qualified and engaged in the collection, tracking, analysis, and control of waterborne litter streams using engineered proprietary tools and processes, and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the attached **Exhibit A, Statement of Work**. To the extent that the terms of **Exhibit A** are inconsistent with those in this Agreement, the terms contained within this Agreement shall control.

B. The City Engineer, or his designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed as described in **Exhibit A**. City will pay Contractor based on the rate and equipment schedule in **Exhibit B**. Contractor will submit to City monthly invoices itemizing all work done during the previous month, to include labor rates and hours itemized work. The total

amount of compensation due to Contractor for services, supplies, and additional services provided under this contract will not exceed $500,000.00 per year. Compensation for each of the two following one-year renewal periods will not be increased, unless both parties agree in writing to a specific higher amount. Contractor will ensure that services performed and billed do not exceed this amount absent specific approval by the City. Contractor will alert City when accumulated amounts due to Contractor for all services performed under this contract reach within ten percent of the not-to-exceed amount during any contract period, and will cease performance of additional service until mutual written agreement sets a higher not-to-exceed amount.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue until September 30, 2023, and thereafter be renewable for two additional one-year periods with the consent of both parties.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.

C. 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.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion.

E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

F. 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.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

I. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

J. CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property, if said claim or loss arises out of or is related to any negligent or wrongful act or omission of CONTRACTOR. In performance of the obligations and work under the Contract or otherwise undertaken by the CONTRACTOR.

K. Insurance. For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability Insurance - public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence

Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined:
$500,000 per occurrence

b. Comprehensive - Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability $100,000 each occurrence.

Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined:
$500,000 per occurrence

c. If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

d. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

e. City agrees to accept the actual, enforceable insurance coverage required by this subpart 4.Q. in full satisfaction of Contractor's duties of indemnification specified elsewhere in this Agreement.

L. The City's representative for purposes of this Agreement is the City Engineer. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

City Engineer
City of Mobile
205 Government St
Mobile, Alabama 36602

And to Contractor at:
Osprey Initiative
2350 Halls Mill Road
Mobile, Alabama 26532

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

N. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

O. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

P. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

Q. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

R. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they

will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

S. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

Osprey Initiative, LLC, Contractor

BY: Donald W. Bates Jr. Date: 10/18/22

Its Owner / President (Title)

ACKNOWLEDGEMENT

The State of Alabama }

Mobile County}

I, Stephanie Ivey McAleer, a Notary Public, in and for said County in said State, hereby certify that Donald W. Bates, Jr. whose name as Owner President of the Osprey Initiative LLC Contractor, a 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 conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 18th day of October, 2022

(Seal)

Notary Public Stephanie Ivey McAleer

Notary Public State of Alabama
My Commission Expires: 12/7/2022
Bonded Thru U.S. Specialty Insurance Company

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Mayor

ATTEST:

_____ Date: _____
City Clerk

Exhibit: A Statement of Work
B Rate Schedule
C Evidence of Insurance

Exhibit A

Statement of Work

A. The Contractor (Osprey Initiative, LLC) should have a thorough understanding of storm water issues specific to the City of Mobile, as well as the strengths and weaknesses of the Litter Program.

B. Maintain six (6) "Litter Gitters" within the Dog River Watershed. The "Litter Gitters" will be maintained at a minimum of twice per month. Provide data sheets of litter/debris collected in each Litter Gitter utilizing the approved Escaped Trash Assessment Protocol (ETAP) methodology. The Contractor will clean any visible litter, trash, debris within a 100-yard radius of each Litter Gitter. All litter collected from each location will be weighed and tracked in a spreadsheet. Additionally, working with the City, the data collected will be QA/QC and uploaded to a Litter Collection Tracking Tool the City will use as a part of the City's Litter Program.

C. Maintain six (6) "Litter Gitters" within the Three Mile Creek Watershed. The "Litter Gitters" will be maintained at a minimum of twice per month. Provide data sheets of litter/debris collected in each Litter Gitter utilizing the approved Escaped Trash Assessment Protocol (ETAP) methodology. The Contractor will clean any visible litter, trash, debris within a 100-yard radius of each Litter Gitter. All litter collected from each location will be weighed and tracked in a spreadsheet. Additionally, working with the City, the data collected will be QA/QC and uploaded to a Litter Collection Tracking Tool the City will use as a part of the City's Litter Program.

D. Maintain the Bandalong Litter Trap at Eslava Creek within the Dog River Watershed. Maintenance will be performed at a minimum of 2 times per month and upon request of the City. Osprey Initiative, LLC will also maintain the areas to the north and south of the litter trap of at least 100 yards. The Contractor will use data sheets and provide copies of these forms to the City of Mobile in conjunction with a monthly tracking spreadsheet.

E. The Contractor will understand the City's Phase I MS4 NPDES Permit requirements and the City's Storm Water Management Program Plan (SWMPP) for the Bandalong Litter Trap and litter due to the services provided by the Contractor directly supporting compliance with the Permit requirements. The Contractor will understand litter abatement strategies and trends regionally within the state of Alabama and around the country.

F. Osprey Initiative, LLC will maintain thirty (30) "Litter Interceptors" devices in the City. The "Litter Interceptors" will be maintained at a minimum of once per month and upon request of the City. New installation, if needed, of a Litter Interceptor device will be determined by City provided GIS storm water drainage info, site location reviews and approval from the City. Provide data sheets of litter/debris collected in each Litter Interceptor that identify the litter type, condition, and quantity. Additionally, the Contractor will clean any visible litter, trash, debris within a 50-yard radius of each Litter Inceptor that is within the City ROW. All litter collected from each location will be weighed and tracked in a spreadsheet. Additionally, working with the City, the data collected will be QA/QC and uploaded to a Litter Collection Tracking Tool the City will use as a part of the City's Litter Program.

G. The City of Mobile will work with the Contractor to remove litter/debris from pre-selected ditches in the Dog River and Three Mile Creek Watersheds. This activity will be conducted on a limited basis and at the sole direction of the City of Mobile. All litter collected from each location will be weighed and tracked in a spreadsheet. Additionally, working with the City, the data collected will be QA/QC and uploaded to a Litter Collection Tracking Tool the City will use as a part of the City's Litter Program.

H. Contractor will be required to perform two collection days every week on Dog River waterway system, to maintain the City's desired cleanliness performance standard in that waterway system. Contractor will be required to perform one collection day every week on either One Mile Creek or Three Mile Creek to maintain the City's desired cleanliness

performance standard in that waterway system. A "collection day" will be defined as an 8-hour workday for one to two work crews as agreed upon between City and Contractor for each workday. With the City's advance approval, the collection day schedule may be adapted to meet the field conditions as they arise. The city recognizes that events outside the control of the contractor may occur related to weather or other issues. In the event that these issues arise, the contractor will keep the city informed and discuss reasonable remedies to assure requirements are met. At a minimum, averages for the month congruent with weekly goals will be met.

I. Contractor will select most effective collection locations and removal methods for overall cleanliness of the assigned waterway system. Contractor will notify City daily of its intended activity and staffing. City reserves the right to approve activity type, staffing, and locations. City disapproval of Contractor's daily work plan may result, at the City's sole discretion, in City's decision not to pay Contractor for those disapproved activities and termination of the contractor. City's approval of daily work plans will not be unreasonably withheld.

J. Contractor shall remove all litter in the water and on the banks of the shoreline up to the top of the shoreline banks, including legacy material. "Litter" for the purposes of this project means paper, Styrofoam, plastic, cans, and any other manmade substance or object larger than three (3) inches and not part of a permanent structure.

K. Removal of litter shall include any such described floatable on or near the surface of the water body that is visible to the naked eye, or any such described litter floating, submerged or deposited along the bank of the body of water at the water level, which is present at the time of removal, and ten (10) feet of the shoreline from the water's edge at the current water level.

L. Cleanliness performance standard. Contractor will be required to maintain on an average monthly basis complete cleanliness of visible debris on 90% of the water and shoreline surface of the contracted waterways. It is recognized that rain events may temporarily result in debris coverage exceeding this standard, and vegetative coverage may result in variation of debris visibility.

M. The Contractor may use any variety of methods of removal deemed efficient, including but not limited to removal by hand, shovels, rakes, nets, tongs, or other mechanical or non-mechanical devices. The Contractor may use mechanical, pneumatic, or hydraulic devices for litter removal however, such devices or methods shall not be used in such a way that might cause undue or irreversible damage to vegetation and wildlife or cause a major distribution to large areas of water bottom leading to the introduction of silt and sediment into the water. The use of hydraulic, pneumatic, or mechanically driven devices must have prior approval by the City of Mobile.

N. The Contractor will be required to bag collected debris in low-density plastic trash bag of at least 2.0 mill thickness with a minimum capacity of thirty (30) gallons. Contractor will provide these collection bags as inclusive in their pricing.

O. Contractor will be responsible for the movement of filled trash bags to a City designated collection location(s).

P. City may inspect the job site at any time.

Q. Contractor employees shall be courteous to the public at all times.

R. Contractor employees shall wear the proper PPE's (Personal Protection Equipment) including always wearing appropriate life vests.

S. Work may be performed only during daylight hours (dawn to dusk).

T. Contractor shall comply with all applicable OSHA and Coast Guard rules and regulations. Cell phones, earphones, ear buds, and Bluetooth devices shall not be used when operating equipment or performing cleanup.

U. Contractor shall provide safety training to employees prior to the start of litter removal.

V. Contractor shall designate a "competent person" at each project site, and this person shall have the responsibility and authority to stop all work until safety conditions are met.

W. Contractor shall notify the City of any unusually hazardous conditions or debris encountered and will take immediate action to stabilize the condition to prevent immediate harm to persons or the environment.

X. Spill control measures shall be in place in the event a hazardous or petroleum substance is released. Releases of hazardous or petroleum substances are the contractor's responsibility. The Contractor shall notify the City in the event of a spill.

Y. Failure to comply with safety and environmental requirements may result in the termination of the contract.

Z. The Contractor will use GIS software to assist the City in accurately mapping the location of litter collection. The Contractor will assist with the database management of the field data collected. This information will be regularly reviewed and sent to the City. The field data may be included in the City's GIS litter tool.

AA. The Contractor will meet with the City's Environmental Engineering Department representatives on a monthly basis to discuss progress on the various litter abatement tasks and strategies. Osprey Initiative, LLC will be included in the City's Litter Program as a technical adviser on litter strategies throughout the City of Mobile. The Contractor will meet with the City on a quarterly basis to discuss findings, results and litter abatement strategies.

BB. The Contractor will generate an annual report detailing the work conducted in litter abatement activities and strategies.

CC. The City of Mobile Project Manager will be the main point of contact for the City of Mobile for invoicing, data reporting and general communications. Invoicing will be submitted by the Contractor on a monthly basis.

Exhibit B

Rate Schedule

Labor Rates

Job Description	Hourly Rate
Sr. Project Manager	$120.00
Project Manager	$75.00
Crew Chief	$60.00
Crew Technician	$45.00
Clerical Staff	$45.00

Equipment Rates

Description	Day Rate
Motorized Vessel	$100.00
Canoe Trailer	$50.00

Description	Month Rate
Litter Gitter	$1500.00

Exhibit C

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2022

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 BXS Insurance 760 Howard Avenue 2nd Floor Biloxi MS 39530	**CONTACT NAME:** Lisa Joiner **PHONE (A/C, No, Ext):** **FAX (A/C, No):** 228-436-5038 **E-MAIL ADDRESS:** lisa.joiner@bxsi.com
INSURED OSPRINI-01 Osprey Initiative, LLC 651 Olive Avenue Fairhope AL 36532	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** NAUTILUS INS CO / 17370 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2059400583 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	ECP2038179-10	7/22/2022	7/22/2023	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Additional insured/waiver of subrogation status, if indicated above, applies only where required by written contract and is subject to full policy conditions/forms.

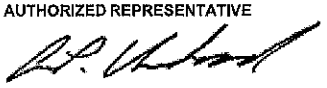
CERTIFICATE HOLDER

City of Mobile, AL
205 Government Street
Mobile AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2.** When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via 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	Osprey Initiative, LLC
Address	Physical 2350 Halls Mill Road Mobile, AL 36606 — 651 Olive Ave Fairhope, AL 36532
Telephone	601-442-7305
E-Mail	don.bates@osprey.world

RFP/RFQ Solicitation Number	Citywide Stormwater Litter Collection and Analysis Services II
Project Description	
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 5 Female 4 Minority ____ Non-minority ____ Vets ____ Total #of Employees 9 30+ partime

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Donald W. Bates, Jr.

Signature: Donald W Bates Date: 10/18/22

Title: Owner/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: Don Bates Title: Owner/President

E-mail:_ Phone: don.bates@osprey.world 601-442-7305

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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via 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 # Citywide Stormwater Litter Collection + Analysis Services Your Bid/Proposal Amount $ 500,000 Date: 10 / 14 / 22

Description Stormwater Litter

Name of Bidder/Proposer: Osprey Initiative, 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
Ephraim Environmental, LLC	251-375-3045	Assist w/ Litter-Removal	$75,000	15%	yes	

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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Osprey Initiative

Contact Person: Don Bates Phone 601-442-7305 Email don.bates@osprey.world

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. _____

_____

Roberts, Lisa

From: Kidd, Archnique
Sent: Tuesday, October 25, 2022 9:57 AM
To: Roberts, Lisa
Cc: Ginn, Rosemary; Smith, Ryne
Subject: RE: DBE OSPEY INITIATIVE, LLC and CONTRACT FOR CITYWIDE STORMWATER LITTER COLLECTION AND ANALYSIS SERVICES

Good morning Lisa,

The contract is approved. Please be sure to include the Major Supplier and Subcontracting form with the contract when routing.

Respectfully,

Archnique Kidd, Supplier Diversity Manager
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827
Office: (251) 208-7967
Website: www.cityofmobile.org
https://workwith.cityofmobile.org/WorkWithCity/GetReady

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE, AL

From: Roberts, Lisa <lisa.roberts@cityofmobile.org>
Sent: Tuesday, October 25, 2022 8:21 AM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>
Cc: Ginn, Rosemary <sawyer@cityofmobile.org>; Smith, Ryne <ryne.smith@cityofmobile.org>; Roberts, Lisa <lisa.roberts@cityofmobile.org>
Subject: FW: DBE OSPEY INITIATIVE, LLC and CONTRACT FOR CITYWIDE STORMWATER LITTER COLLECTION AND ANALYSIS SERVICES

Good morning Ms. Kidd,

I have attached a copy of the DBE forms needed for Osprey Initiative, LLC. along with a contract for Citywide Stormwater Collection and Analysis Services.
Can you please review for approval before I route them through NOVUS.
Please do not hesitate to let me know should you have any questions.
Thank you for your assistance!

Respectfully,

Lisa Roberts
Secretary I
Engineering Department
Environmental Section
lisa.roberts@cityofmobile.org
251-208-7151 direct

From: Roberts, Lisa
Sent: Wednesday, October 19, 2022 4:45 PM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>
Cc: rosemary@cityofmobile.org; Smith, Ryne <ryne.smith@cityofmobile.org>
Subject: DBE OSPEY INITIATIVE, LLC and CONTRACT FOR CITYWIDE STORMWATER LITTER COLLECTION AND ANALYSIS SERVICES
Importance: High

Good afternoon Ms. Kidd,

I have attached a copy of the DBE forms needed for Osprey Initiative, LLC. along with a contract for Citywide Stormwater Collection and Analysis Services.
Can you please review for approval before I route them through NOVUS.
Please do not hesitate to let me know should you have any questions.
Thank you for your assistance!

Respectfully,

Lisa Roberts
Secretary I
Engineering Department
Environmental Section
lisa.roberts@cityofmobile.org
251-208-7151 direct

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Lawrence Battiste, Director of Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Three year contract with Protectvideo, LLC., not to exceed $200,000 for professional services in the deployment and management of technical services, technology services, and consulting services.

Amount of Contract:

NTE $200,000

Funding Source

Project # **Discretionary Funds**

Project String 10041545 42140 Misc. Services **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution Contract Protecvideo	Cover Memo	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 12:29 PM
Budget	Sapp, Celia	Approved	10/27/2022 - 11:35 AM
Legal	Kern, Chris	Approved	10/27/2022 - 1:13 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:14 PM

Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:50 PM

22- 2022

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 three year contract, by and between the City of Mobile and **PROTECVIDEO, LLC**., in an amount not to exceed $200,000 for a period ending October 31, 2023, to begin upon execution, renewable, for the provision of professional services in the deployment and management of technical services, technology services, and consulting services A Copy of said contract is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

Professional Services Contract
City of Mobile

Project: Specialized Network Setup and Management

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this _____ day of _____ , by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Protecvideo, LLC, (sometimes hereinafter "Contractor") an Alabama Limited Liability Company , as follows:

WHEREAS, the City of Mobile desires to establish new and continue deployment and management of technical services, personnel, technology services, training, and consulting services as well as for existing integrated network and telemetry services program(s) throughout the City for public safety and security; and,

WHEREAS, the City of Mobile requires the services of a professional contractor with expertise in camera capabilities, technology deployment, field operations, networking, training, and software; and,

WHEREAS, the Contractor has extensive and relevant proficiency and experience in these areas, as well as operates proprietary systems paramount in existing system(s); and,

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:
City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

Contractor agrees that it will provide the services as described below and in the attached Exhibit A.

Specific tasking of the Contractor, oversight of individual services provided by the Contractor, and review and approval of payment of all Contractor invoices shall be performed by the City of Mobile, Gulf Coast Technology Center Commander, or his/her designated representative.

II. COMPENSATION

City hereby agrees to pay the Contractor at the rate schedule in Exhibit A for the work to be performed under this contract. Contractor shall submit monthly invoices that document the work completed during the billing period. No other tasks may be subject to invoice absent advance written proposal and price quotation by Contractor of additional work to be performed and written approval by City. The total amount to be paid by City under this Contract shall not exceed **$200,000** per the identified period of performance. However, only authorized material and services will be paid, to whatever capacity, budget, or limit set by The City of Mobile, Gulf coast Technology Center Commander.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue **through October 31, 2023**, renewable upon submission of a new contract with the consent of the City and the Contractor.

IV. GENERAL PROVISIONS

A. City shall provide written task orders to Contractor. Contractor shall submit detailed invoices to the City of Mobile, Gulf Coast Technology Center Commander, or his/her designated representative., with reports of its activities and work product documents.

B. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

C. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City.

D. 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 not on the contrary, Contractor shall be wholly responsible therefore.

E. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, written materials, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

F. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement. Contractor shall abide by provisions of the Mobile City Code which prohibits discrimination in employment by Providers and subcontractors performing work for the City.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation .

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

J. The City's representative for purposes of this Agreement is the City of Mobile, Gulf Coast Technology Center Commander. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Office of The Mayor, Chief of Staff
City of Mobile
PO Box 1827
Mobile, Alabama 36633 -1827

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:

Protecvideo, LLC
P.O. Box 7641
Spanish Fort, AL 36577

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

L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

N. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

0. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

P. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect a minimum $500,000 business liability insurance policy issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. Exhibit B. Said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

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

R. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
Mayor

ATTEST:

_____
City Clerk

ProtecVideo, LLC

BY: _____

Its Owner

Exhibits:

A – Rate of Services
B – Evidence of Insurance

PROTECVIDEO

VIDEO SURVEILLANCE IN THE CLOUD

License Number 12464

Services

Remote Operations Analysis ($90.00 per hour) In many cases, Advanced Camera Analytics and other general surveillance city camera systems have the capability of virtual access for trouble shooting and correcting system operations. For these services, at the request of the cities' representative, ProTecVideo personnel will access troubled systems and attempt to correct issues through computer/internet connectivity. If the issue cannot be resolved, a Field Service site visit would be necessary.

Field Service ($125 per hour) Covers work on all systems including trouble shooting, replacing, or the installation of, camera systems, alarm systems, or controlled access systems. This service will include one or more personnel as needed with all standard trade tools and one or more service vehicles. This will not include the use of specialized equipment or rented equipment required for other than normal operations or replacement parts and equipment required for the project (Time estimates for completion will be provided after the initial assessment). Rental fees and other costs will be passed off as a direct cost to the City of Mobile.

Wireless Antennas & Fiber / Field Service ($150 per hour) ProTecVideo has the capability to install and support WiFi systems for a wide level of WiFi internet needs. This service will include one or more personnel as needed with all standard trade tools and one or more service vehicles. This will not include the use of specialized equipment or rented equipment required for other than normal operations or replacement parts and equipment required for the project (Time estimates for completion will be provided after the initial assessment). Rental fees and other costs will be passed off as a direct cost to the City of Mobile.

Research & Development ($200 per hour) On some occasions, the Police Department and other city divisions will need solutions research and equipment testing. ProTecVideo has access and working relationships with 3D printing operations and fabrication facilities; software engineers for system design; and development for specific needs. Through these partnerships we can support the development of specialized equipment needs such as covert systems, mounting equipment, or software development. ProTecVideo will work with city representatives to find and / or develop the most cost-effective solution for the cities' need.

Consultation and Training ($225 per hour) ProTecVideo specializes in advanced video security systems and the equipment necessary to support them. We also provide a variety of operational and emergency operations training. This includes but is not limited to camera solutions, Advanced Camera Analytics, Supplemental IR, cloud support, networking, video analytics, fiber, wireless solutions, and covert systems as well as specialized response classes. To find the proper solution for an issue, ProTecVideo has in house experts and access to specialist in a variety of security and networking fields. We will work with your representatives to identify and design the proper short- or long-term answer to resolve technical security issues.

John Murphy ProTecVideo LLC
jmurphy@protecvideo.com
251 610-6802

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2022

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 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: AP Intego Insurance Group, LLC	
AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450	PHONE (A/C, No, Ext): 888-289-2939	FAX (A/C, No):
	E-MAIL ADDRESS: certs@apintego.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : NCCI Assigned Risk	
INSURED Protecvideo LLC 52692 State Hwy 225 Stockton AL 36579	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		5N097423	08/12/2022	08/12/2023	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1948 Mobile AL 36633	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:11/8/2022

Submitted by:

Lawrence Battiste, Director of Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Three year contract with UAV Survey, LLC., not to exceed $200,000 for professional services in the deployment and management of technical services, technology services, and consulting services.

Amount of Contract:

NTE $200,000

Funding Source

Project # **Discretionary Funds**

Project String 10041545 42200 Professional & Technical Services **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 12:32 PM
Budget	Sapp, Celia	Approved	10/27/2022 - 11:36 AM
Legal	Kern, Chris	Approved	10/27/2022 - 1:17 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:20 PM

Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:51 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Lisa C. Lambert, City Clerk

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/27/2022 - 3:32 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Tram the Town,LLC for a Certificate of Public Convenience and Necessity to operate tram service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

41-931 **2022**

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 resolution 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 resolution.

Adopted: OCT 19 2022

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A TRAM SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Tram the Town, LLC to operate a Tram service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on November 1, 2022, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Scott Tindle individually or on behalf of Tram the Town, LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Tram the Town, LLC

Business Address:

Telephone: 251-610-7263 Trade Name

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address:

_____

Address City State Zip code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes_____ No_____

I attest, under penalty of perjury that I am:
_____ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Scott Tindle	owner	603 Church St.	50%
Jim Walters	owner	602 Church St	50%

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
None				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☒

Location of terminal/depot or stand & stables: Various

What will be your days and hours of operation? Various

How many vehicles (carriages) do you intend to operate? 2
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:
Make: Universal Studios Trsm Year: 1962 Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

Trcm the Town in blue and yellow

CITY CLERK DEPARTMENT

2022 OCT -6 PM 2:39

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Scott Tindle

Date of Birth: 09/15/1981 Secu:

Present Addre:

Home Phone Number: 251-610-7263 Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: self employed

Present Position/Title: _____

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
None			

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

None

Give nature of all transactions or acts giving rise to these judgements.

None

Give name and location of court in which judgements were entered and date entered.

None

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature

9/29/22
Date Signed

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

From the Town

By: Scott Tindle
Its owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____

Notary Public

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	TINDLE, SCOTT LEDELL	**Nick Name:**	
Address:			
Phone:	251-610-7263		
Race:	W - WHITE	**DOB:**	9/15/1981
Sex:	M	**Age:**	41
Weight:	185	**Eyes:**	BROWN
Height:	6'00"	**Facial:**	
Hair:	BROWN	**Ethnic:**	
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**Type:**	**SSN:** ___-__-____
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:

NO RECORD

CHECKED BY:

DATE: 9/26/2022

THE CITY OF MOBILE, ALABAMA POLICE DEPARTMENT Est. 1814 With Respect for Everyone

CITY OF MOBILE
POLICE RECORDS
205 Government St
Mobile, AL 36602

030253-0014 DONNA B. 09/26/2022 02:57PM

MISCELLANEOUS
Description: RECORDS
CHECK (PDF007)
2022 Item: PDF007
1 @ 10.00 10.00
Payment Id: 474545

10.00

Subtotal **10.00**
Total **10.00**

CASH 10.00

Change due **0.00**

Paid by: SCOTT TINDLE



Thank you for your payment

CUSTOMER COPY

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	WALKER, JAMES DARRELL		
Addres		**Nick Name:**	
Phone:	[redacted]		
Race:	W - WHITE	**DOB:**	7/11/1965
Sex:	M	**Age:**	57
Weight:	285	**Eyes:**	HAZEL
Height:	6'03"	**Facial:**	
Hair:	BROWN	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State:	**DL #**	**DL Type:**	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: [signature]
DATE: 9/26/2022

MOBILE POLICE DEPARTMENT RECORDS UNIT

CITY OF MOBILE
POLICE RECORDS
205 Government St
Mobile, AL 36602

030253-0013 DONNA B. 09/26/2022 02:54PM

MISCELLANEOUS
Description: RECORDS
CHECK (PDF007)
2022 Item: PDF007
1 @ 10.00 10.00
Payment Id: 474531

	10.00
Subtotal	**10.00**
Total	**10.00**
CASH	10.00
Change due	**0.00**

Paid by: JAMES WALKER



Thank you for your payment

CUSTOMER COPY

Gauthier, Lana

From: Gauthier, Lana
Sent: Thursday, October 20, 2022 9:49 AM
To: Jackie Cruthirds
Subject: Tram the Town - Notice

Good morning Jackie, please publish the following in your next publication. Thank you! Lana

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A TRAM SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Tram the Town, LLC to operate a Tram service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205, Government Street, Mobile, Alabama, on November 1, 2022, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

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 Angela Williams

Amount of Contract:

n/a

Effective Date of Contract:

11/8/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Williams

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 - Williams	Resolution Letter	10/25/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	10/25/2022 - 1:25 PM

10/25/2022 -

Legal	Kern, Chris	Approved	2:13 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:50 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 and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Angela 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\D018\P004\00111471.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize amending Chapter 7

Amount of Contract:
n/a

Effective Date of Contract:
11/15/2022

Funding Source

Project # Ordinance to Amend Chapter 7 of the Mobile City Code

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 7 of the Mobile City Code	Ordinance	11/3/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	11/3/2022 - 3:30 PM
Legal	Kern, Chris	Approved	11/3/2022 - 3:42 PM

Mayors Office	Montgomery, Brandi	Approved	11/3/2022 - 3:54 PM

AN ORDINANCE TO AMEND CHAPTER 7, THE MOBILE CITY CODE

Sponsored by: William S. Stimpson

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

ARTICLE ONE: Code and Appendices. That pursuant to Alabama Code Section 11-45-8 (1975), the *Code of Alabama*, The City Code Chapter 7, Animals and Fowls Code of the City of Mobile, as amended and contained in this ordinance, which has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama, on , 2022, is hereby adopted as "Animals and Fowls." The ordinance will become effective sixty (60) days after adoption by the City Council.

ARTICLE TWO: Published Ordinance. A copy of this ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said 2021 International Property Maintenance Code to be published in a newspaper, nor shall the same be spread at length upon the Minutes of this Council, but this ordinance shall be recorded in said minutes.

ARTICLE THREE: Effective Date. The said *Animals and Fowls Code of the City of Mobile* shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

CHAPTER 7, of the Mobile City Code, is hereby amended to read as follows:

CHAPTER 7 - ANIMALS AND FOWL

ARTICLE I. - IN GENERAL

Sec. 7-1. - Definitions

For the purpose of this chapter, the words and phrases below have the following meanings:

Abandoned animal. Any animal for which the owner, keeper, person who is charged to keep an animal, person residing at a residence where an animal is kept, or any adult member of the household where an animal is kept or allowed to remain, has ceased to support or look after the animal. Abandoned animal includes any animal that has been delivered or released to Animal Services, confiscated, found, or impounded by Animal Services from public places, private property or vacant houses and lands and for which an owner has failed to reclaim within five days of impoundment.

Abuse or neglect. Every act or omission, where unnecessary or unjustifiable pain or suffering is caused or allowed to continue, including, but not limited to, abandonment, depriving the animal of food, water, shelter, veterinary care for illness or injury or lack of sufficient space.

Animal. Any nonhuman, animate being which is endowed with the power of voluntary motion including, but not limited to: mammals, reptiles and birds.

Animal at large. A stray animal or animal which is off the property of its owner or person in charge and not carried by said person, kept in any effective enclosure or under control or restraint by such person by means of a leash in such a way as to prevent its free movement, and so as to prevent said animal from freely charging or attacking persons or animals.

Animal control officer. The director, assistant director, and enforcement officers assigned to the Mobile Animal Services.

Cat. Members of the domesticated feline family.

Corral. Any uncovered, enclosed parcel of land where large animals are kept.

Director. Director of the Mobile Animal Services.

Dog. Member of the domesticated canine family.

Domesticated animal. An animal which has been trained or has adapted to live with and be of use to humans.

Fowl. For the purpose of this chapter, the term means chickens, ducks, geese, turkeys, guineas, quail, pheasants and all other fowl kept as a pet or for ornamental purposes.

Hoarding. Keeping a higher than usual number of animals as pets without the ability to properly house or care for them, while at the same time denying this inability.

Impound and/or Reclaim fee(s). All Animal Services fee involved in the impoundment of an animal, including, but not limited to, capture, transport, boarding, food, veterinary fees, vaccinations.

Keep. To confine, harbor or allow to remain.

License. A permit issued by the city required for keeping dogs within the city limits.

Livestock. Domesticated animals, such as cattle, horses, sheep, swine, mules, and goats raised for home use or profit, especially on a farm.

Mobile Animal Services. The city department charged with implementing this chapter.

Nuisance. Anything which disturbs the use and enjoyment of one's property or endangers life, health or safety, or is offensive.

Owner. Any person that can demonstrate ownership through a verifiable means, such as veterinary records, notarized bill of sale, and the like., any person in whose charge an animal is being kept, any adult (over age 19) members of the household where an animal is regularly kept or allowed to remain. Owner includes any person who cares for an animal or acts as its custodian or who keeps it, allows it food and/or refuge on or about any premises occupied by that person or who harbors it in any manner.

Person. Any individual, partnership, company, corporation or other legal entity.

Pet. Any domesticated animal kept by a person as a companion and friend.

Pet store. Any retail establishment open to the public that sells or transfers, or offers for sale or transfer, dogs or puppies. The term excludes the City of Mobile Animal Services, the Mobile County Animal Services, and a not-for-profit 501(c)(3) animal welfare organization.

Pet trader. Any person who sells, barters, or exchanges for consideration a dog or puppy. The term excludes the City of Mobile Animal Services, the Mobile County Animal Services, and a not-for-profit 501(c)(3) animal welfare organization.

Poisonous or venomous animal. Any animal, reptile or other nonhuman living thing which is capable of inflicting injury on humans or other animals by means of a poisonous or venomous injection.

Poultry. Domesticated fowl (e.g., ducks, geese, turkeys, chickens, etc.).

Property. Something to which a person or business has a legal title.

Shelter (out-of-doors). A place of protection from danger, for example, bad weather.

Songbird. Any bird having a musical call.

Stable. Structure for housing livestock.

Stray. An animal with no apparent owner and no means of identification.

Under control. When off the premises of the owner or person in charge, to be under control or restraint, an animal must be carried by such person, caged or kept in the immediate presence of such person and under the person's voice command control.

Vicious or dangerous animal.

(A) Any animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury to, or otherwise threaten the safety of human beings or domesticated animals. Under this definition, the term "known" includes, but is not limited to, the owner's knowledge.

(B) Any animal which, because of its size, physical nature or vicious propensity is capable of inflicting serious physical harm or death to humans and which constitutes a danger to human life or property if not kept in the manner required by this chapter.

Wild animal. An undomesticated animal.

Sec. 7-2. - Creation of the Mobile Animal Services.

(A) There is hereby created within the Mobile Animal Services, a department of the city charged with administration and enforcement of this chapter.

(B) The Director of Animal Services shall be appointed by the mayor in the same manner as any department head of the city. The director shall be the supervisor over the Mobile Animal Services and over the employees assigned to Animal Services. The director shall have authority to

coordinate with animal rescue groups and adoption organizations for adoption programs, work with local organizations to facilitate animal education programs, implement programs to stabilize and/or reduce feral cat populations, implement Animal Services volunteer programs, investigate animal complaints, and implement any program to promote the city's interest in seeing that all animals are treated humanely and to ensure the well-being of residents of the city.

(C) All enforcement officers assigned to Animal Services shall be known as Animal Control officers (ACOs).

(D) ACOs may have full police powers, provided that the ACO has completed the appropriate training, as required by law. Any provision of this chapter referring to the director shall also mean and include any authorized employee acting in the director's stead and under his or her supervision.

Sec. 7-3. - Application in the police jurisdiction.

This chapter shall be enforced within the corporate limits, only, not in the city's police and fire jurisdiction.

Sec. 7-4. - City declared a bird sanctuary.

The entire area embraced within the corporate limits of the city shall be a bird sanctuary. It shall be unlawful for any person to pursue, injure, capture, kill or destroy a songbird of any kind within the city. This section shall not be construed so as to apply to the director, ACO, or law enforcement officer when a nuisance exists or when there is a hazard to health or safety which, in the judgment of the officer, cannot be otherwise remedied.

Sec. 7-5. - Disposition of fees.

All fees (but not fines) collected, as provided for in this chapter, shall be used to fund animal protection activities, or services and programs, performed by Animal Services.

ARTICLE II. - DUTIES OF ANIMAL OWNERS

Sec. 7-6. - Rabies vaccination required for dogs, cats, and ferrets.

(A) An owner of a dog or cat, ferret or other animal requiring rabies vaccination shall have the animal vaccinated for rabies when the animal has reached the age of three (3) months and annually or tri-annually thereafter at the owner's and veterinarian's discretion. Upon vaccination, the veterinarian shall give the owner a metal tag which may be attached to the animal. If the tag is not attached to the animal, the animal must be in the immediate control of the owner who shall produce proof of vaccination.

(B) Rabies tags shall be serially numbered, bearing the year of the vaccine, and the owner shall also receive a certificate of inoculation bearing the same serial number and year.

(C) Owners shall present rabies certificates to Animal Services when registering the animal for the city's license.

(D) Quarantine required in instance of bite.

1. Whenever a human being or domesticated animal has been bitten by any dog or cat and the Mobile County Health Department so notifies Animal Services, the director shall give written notice to the owner that the animal must be placed in quarantine under the direct supervision of a licensed veterinarian for a period of ten (10) consecutive days after the date of the bite for the purpose of determining whether the animal is infected by rabies. The owner shall quarantine the animal within twenty-four (24) hours of receipt of notice.
2. All quarantine costs shall be at the owner's expense.
3. When, after a reasonable investigation, the director determines that the animal is unowned, the animal shall be either quarantined by Animal Services, or it may be humanely destroyed and submitted for rabies examination to the state department of public health.
4. Any owner may relinquish, in writing, the ownership of an animal to the director for the purpose of humanely destroying the animal to enable immediate testing to be performed on the animal by the department of health.
5. It shall be unlawful for the owner of an animal to refuse to comply with the lawful order of the director given to enforce this section. It shall be unlawful for any owner to sell, give away, transfer to another location or otherwise dispose of any animal in quarantine until it is released from quarantine by a qualified veterinarian or other office duly authorized under state law.

(E) In the event a rabies tag provided for in section 7-6(a) is lost, a new tag and certificate may be issued by the veterinarian who issued the original tag. The new certificate shall be marked "duplicate" and shall include the new tag number.

Sec. 7-7. - City licenses required for all dogs.

~~(A)~~ The owner of a dog more than three (3) months old shall purchase from Animal Services either a one-year city license if the dog is vaccinated for rabies annually or a three-year city license if the dog is vaccinated triennially.

(B) At the time of registration, the owner must provide proof of rabies inoculation.

(C) The license shall be in the form of a metal tag, the shape and color of which shall change yearly.

(D) A city license shall not be required from owners who are nonresidents, temporarily within the city for a period not exceeding thirty (30) days.

(E) The owner shall keep the license tag affixed to the animal unless the animal is under restraint, on its own premises, or the owner is in the presence of the animal and shall produce proof of city licensure.

(F) It shall be unlawful for any person to put a license tag upon an animal for which the tag was not issued or to disfigure the words or figures upon a license tag.

(G) Lost tags may be replaced with duplicates, upon application to Animal Services and payment of the posted fee.

Sec. 7-8. - Shelter and care of animals.

(A) It shall be unlawful for any owner to fail to provide food, water, shelter, or veterinary care for illness or injury, for an animal. Owners of domesticated animals must provide food and water that is adequate for the size and type animal(s) to keep said animals in good health and comfort. Animals must be given adequate room to exercise. Animals must be given veterinary care when needed to prevent parasites, disease, suffering and to keep said animals in good health.

(B) It shall be unlawful for any owner to keep or maintain animals indoors or in an outdoor pen or enclosure, in such an unsanitary condition that the lives and health of the animals, or the lives and health of the public or owner, or the lives and health of other animals, shall be endangered.

(C) Shelters for animals who live out-of-doors shall be at least a three-sided, roofed, adequately drained, well- ventilated, moisture-proof structure, of suitable size to accommodate the animal, that protects from the elements of weather, wind, water, heat, cold, and shall be cleaned periodically to remove excreta and other waste materials so as to minimize disease and odor.

(D) Any animal(s) that, in the opinion of the animal control officer, is being abused or neglected can be impounded by the animal control officer at the expense of the animal's owner until conditions responsible for said treatment are corrected.

Sec. 7-9. - Animals trained to fight.

It shall be unlawful for any person to own, possess, keep or train any animal with the intent that such animal shall engage in an exhibition of fighting with another animal or human. It shall be unlawful to cause any animal to fight another animal or human, or to knowingly be present as a spectator or participant at any place where an exhibition of fighting animals is taking place, or to knowingly wager anything of value on the outcome of such a fight.

Sec. 7-10. - Duty to restrain animals.

It shall be the duty of every owner, keeper, or person in charge to keep his or her animals on a leash or other effective restraint whether or not the animal is upon or away from the owner's premises.

Sec. 7-11. - Duty to confine animals in heat.

It shall be the duty of every owner to keep his or her animal who is in heat confined to the owner's premises.

Sec. 7-12. - Sheltering of stray, confined, impounded, or abandoned animals.

(A) Any person finding a stray animal within the city limits may deliver such animal to Animal Services for confinement. The animal shall be cared for by Animal Services, or at a location authorized or designated by Animal Services, for not less than five (5) working days. If the animal is not claimed by its verifiable owner, Animal Services may place the animal for adoption or shall transport the animal to an adoption agency, or otherwise dispose of the animal as provided for in this chapter.

(B) Animals claimed within the five-day period shall be returned to the ~~rightful~~ verifiable owner after the owner has provided proof of rabies inoculation (if required) and paid all required fees and fines.

(C) Animals not claimed within the five-day period shall become the property of Animal Services.

(D) Any animal sheltered/impounded by Mobile Animal Services where the owner is known to Animal Services to be incapacity, such as incarceration or hospitalization, shall be held for ten (10) days before being deemed abandoned.

(E) Any stray, confined, impounded, or abandoned animal, not reclaimed within five days, or under conditions of Sec. 7-12. (d) then ten days, shall become the property of the Mobile Animal Services to be disposed as provided for in this Chapter, including thorough adoption, euthanasia or other current or future provisions of this Code.

Sec. 7-13. - Duty to remove deposited feces.

(A) It shall be unlawful for the owner, keeper, or person having control of any animal to fail to immediately remove and dispose of in a sanitary manner any solid waste deposited by such animal upon any sidewalk, public park, alley, other place open to the public, or from private property before the owner leaves the immediate area where the solid waste was deposited.

(B) It shall be unlawful for the owner, keeper, or person having control of any animal to fail to have in his/her possession the equipment necessary to remove his/her animal's solid waste when accompanied by said animal on any sidewalk, public park, alley, or other place open to the public.

Sec. 7-14. - Keeping domestic fowl.

(A) It shall be unlawful for any person to keep or maintain ~~poultry~~ domestic fowl within the city without a permit from the director. No permit will be issued authorizing the keeping of any rooster within a residentially zoned area other than an area zoned as a residential-agricultural (R-A) district.

(B) Domestic fowl must be kept in a domestic fowl house, coop, ark, or yard which must meet requirements as set by the director.

(C) It shall be unlawful for any person to keep any rooster within a residentially zoned area other than an area zoned as a residential-agricultural (R-A) district.

Sec. 7-15. - Corrals, pens and stables, generally.

Livestock may be maintained in any area of the city zoned for such use. Owners shall provide suitable protective shelter for livestock, as follows:

(A) Minimum area for livestock: The minimum space required for a corral or stable is twelve thousand (12,000) square feet for one (1) animal and an additional ten thousand (10,000) square feet for each additional animal. Animals must have free and unrestricted access to every portion of this space.

(B) Distance of pens, corrals, stables, enclosures from dwellings. No pen, corral, stables or enclosures for animals shall be located within one hundred fifty (150) feet of a dwelling owned or occupied by a person other than the animal's owner.

(C) Every stable, corral, or lot where livestock are kept shall be thoroughly cleaned. All such structures shall have sufficient light, ventilation, and drainage.

(D) Poultry are exempt from this section. See, instead, section 7-14.

Sec. 7-16. - Construction of stables.

All buildings used for stabling horses, mules or cows require a building permit from the city and must be constructed in compliance with chapter 11 of the City Code.

Sec. 7-17. - Animals, reptiles, serpents that are wild, or venomous, or poisonous or potentially dangerous or vicious shall be under restraint.

(A) Owners shall securely confine wild or poisonous or potentially dangerous or vicious animals, reptiles and serpents (referred to collectively herein, for the sake of convenience, as "animals") in their care to prevent such animal from biting, injuring or attacking a person or other animal.

(1) "Securely confined" means that, while on the owner's property, a dangerous animal is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top to prevent the animal from escaping over, under, or through the structure, and shall also provide protection from the elements. The pen or structure shall allow the animal to make normal postural movements and to move around and shall also comply with the minimum standards for sanitation provided in this chapter.

(2) Animals who are wild or poisonous or potentially dangerous or vicious, if transported off the premises of the owner shall be caged, or leashed and muzzled to prevent the animal from attacking or causing injury to a person or other animal.

(B) It shall be unlawful to possess, without an appropriate permit, any wildlife regulated by the Department of Conservation in which the Department of Conservation requires, and issues, permits.

(1) It shall be unlawful for any person or entity to possess, sell, offer for sale, import, brine, release, or cause to be brought or imported into the City of Mobile, any species of venomous reptile which has never naturally existed in the wild in Alabama, or any bird, mammal, reptile or amphibian listed as injurious wildlife under the Lacey Act, (18 U.S.C. 42).

Sec. 7-18. - Disposal of dead animals.

All dead animals must be properly disposed of within twenty-four (24) hours after the death. No animal may be dumped on private or public property.

ARTICLE III. - UNLAWFUL CONDUCT AND CODE ENFORCEMENT

Sec. 7-19. - Abandonment of animals within the city.

(A) It shall be unlawful for any person to knowingly abandon or aid another in knowingly abandoning any animal within the city.

(B) If an owner or person in charge wishes to deliver an animal to Animal Services for adoption, the owner may do so, provided that the owner or person in charge signs a release and pays the posted fee, and if Animal Services has space available to properly care for the animal.

Sec. 7-20. - Application of the city's zoning code.

It shall be unlawful for any person to keep any animal or fowl in an area of the city not zoned for that animal or fowl. Any animal kept in an area not zoned for such animal is subject to impoundment.

Please see chapter 64 of this Code for zoning regulations.

Sec. 7-21. - Public nuisances.

It shall be unlawful for any person to fail to exercise the necessary care and control to prevent an animal in his or her possession or care from creating a public nuisance. For purposes of this section, an animal is a public nuisance if the animal:

(1) Habitually makes disturbing noises including, but not limited to crowing, barking, yelping, whining, or other utterances causing unreasonable annoyance or discomfort to others in close proximity to the premises where the animal is kept;

(2) Creates unsanitary conditions or offensive and objectionable odors in enclosures or surroundings and, thereby creates unreasonable annoyance or discomfort to persons in the close proximity to where the animal is kept; or

(3) Damages property belonging to anyone other than its owner, including damage to flowers, gardens, and shrubs.

Sec. 7-22. - Hoarding.

It shall be unlawful for any person to keep animals as pets in such sufficient numbers that they cannot be properly housed or cared for. Any person convicted of this offense shall be subject to confiscation of the animals in addition to other criminal penalties.

Sec. 7-23. - Animals at large; tethering.

(A) It shall be unlawful for any person to allow any animal in his control or possession to go, stray or wander upon the public right-of-way or property of another person. An animal is running at large if it is not under control of the owner and is not:

(1) Confined by an electronic collar system or within a fence, electronic fence system, wall, or other enclosure in such a manner so as to effectively prevent the animal from traveling onto the public right-of- way or property of another person;

(2) On a single animal trolley or pulley system on a cable run that is fixed in a manner allowing smooth freedom of movement of the animal without becoming tangled, wrapped around an object or shortened, and:

a. Is at least twelve (12) feet in length and mounted between four (4) and seven (7) feet off the ground, allowing access to a reasonable exercise area, but does not allow the animal access to the public right-of-way or property of another person;

b. Allows the animal access to water and shelter;

c. Is an appropriate strength and weight given the size of the animal and is affixed to the animal by a proper fitting nylon or leather harness or collar, all as determined by an animal control officer, with swivel attachment; choke, pinch and prong collars are prohibited for this purpose.

(B) Notwithstanding the foregoing, it shall be unlawful for any person to place or keep an animal less than six (6) months of age on a trolley or pulley system as described in subsection (a)(2), above, and it shall be unlawful for any person to place or keep any animal on such trolley or pulley system during National Weather Service winter storm warnings, tornado warnings, flood warnings, excessive heat warnings, tropical storm warnings or hurricane warnings, or while the temperature is below thirty-two (32) degrees Fahrenheit or above ninety (90) degrees Fahrenheit.

(C) Subsection (a), above, shall not apply to an animal that is:

(1) On a leash, not more than ten (10) feet in length, secured by a harness or collar, or by an electronic collar system controlled by a person that ensures the animal stays within ten (10) feet of such person, while being walked or exercised by a person.

(2) At a designated animal or dog park or in attendance at any legal event in which the animal is a permitted attendee or participant;

(3) Actively shepherding or herding cattle or livestock or assisting in cultivating agricultural products;

(4) Under the care of a veterinarian or groomer;

(5) Being utilized or trained in a law enforcement or public safety capacity;

(6) Being legally used for hunting.

~~(D)~~ It shall be unlawful for any person to allow any animal in his control or possession to be tied, tethered or chained to a doghouse, tree, post, stake, barrel, or other stationary object unless its owner is physically present at the premises where the animal is being kept.

Sec. 7-24. - Animals, reptiles or serpents known to be dangerous or vicious.

(A) The director shall have the authority, at the director's sole discretion, to impound any animal, reptile or serpent (referred to collectively herein, for the sake of convenience, as "animals") whose owner is criminally charged because the animal is alleged to have bitten, charged or caused other bodily injury to any human or other animal, pending final resolution of those criminal charges.

(B) The director shall have the authority, at the director's sole discretion, to impound any animal which, without provocation, attacks or bites or has attacked or bitten a human being or domestic animal.

(C) The owner shall be responsible for all costs related to the impounding of an animal under this provision, regardless of the outcome of the criminal matter.

(D) If the animal impounded under this provision is deemed by a court of proper jurisdiction to be a continuing danger to the owner, member of the public or any animal, the director shall humanely dispose of the animal.

Sec. 7-25. – Neglect and/or Cruelty.

(A) Adoption of state law. Any person or corporation committing the offense of cruelty to animals within the corporate limits of the city which is declared by law or laws of the state now existing (see Ala. Code § 13A-11- 14 and § 13A-11-241 (1975)) or hereinafter enacted to be a misdemeanor offense of cruelty to an animal shall be guilty of an offense against the city.

(B) The Director of the Mobile Animal Services shall serve as agent of the city to protect dogs and cats from cruelty and to prevent such cruelty, pursuant to Ala. Code § 13A-11-242(1975).

(C) The Director of the Mobile Animal Services shall serve as agent of the city to protect all animals from neglect and/or cruelty and to prevent such neglect and/or cruelty.

(D) The Director shall have the authority to impound any animal found suffering from neglect and/or cruelty. If in the opinion of the Director, the Owner has corrected a neglect violation, the Owner may reclaim the animal upon payment of all impoundment costs, including, but not limited to, transport, boarding, veterinary fees, vaccinations, and any other necessary Animal Services expenses. Owners charged with neglect and/or cruelty shall not be allowed to reclaim an animal until so ordered by the court. Neglected animals not reclaimed within five days of impound, including any partial day(s), shall be considered abandoned animals. Animals not reclaimed by Owners charged with neglect and/or cruelty, within five days of a court order allowing the animal to be reclaimed shall be considered an abandoned animal.

(E) It shall be unlawful to leave or confine an animal in any unattended motor vehicle under conditions that endanger the health or well-being of an animal due to heat, cold, lack of adequate ventilation, or lack of food or water, or other circumstances that could reasonably be expected to cause suffering, disability, or death to the animal.

(F) A police officer, or an animal control officer shall be authorized to remove an animal from a motor vehicle if the animal's safety appears to be in immediate danger from heat, cold, lack of adequate ventilation, lack of food or water, or other circumstances that could reasonably be expected to cause suffering, disability, or death to the animal. In said circumstances, an officer is authorized to take all steps that are reasonably necessary for the removal of an animal from a motor vehicle, including but not limited to, breaking into the motor vehicle, after a reasonable effort to locate the owner or other person responsible. In no event shall any officer cause damage to a motor vehicle unless a) there is no other reasonable means of entry, and b) an animal is in immediate danger of injury or death.

(G) A police officer, or animal control officer who removes an animal from a motor vehicle shall take it to Animal Services or other place of safekeeping or, if the officer deems necessary, to a veterinary hospital for treatment.

(H) A police officer or animal control officer who removes an animal from a motor vehicle shall, in a secure and conspicuous location, on or within the motor vehicle, leave written notice bearing reclaim procedures for the impounded animal

(I) Neither the municipality, nor any employee or agent of the municipality, acting in good faith, shall be liable for any actions taken under this section. As provided in the Code of Alabama 1975, § 13A-11-243: Powers if agents, officers; liability.

Sec. 7-26. - Certain sales regulated.

(A) No dog(s) shall be offered for sale, gift or other transfer of ownership on or from any public street, roadway, right-of-way, sidewalk or park.

(B) No dog(s) shall be offered for sale, gift or other transfer of ownership at or from any pet store or swap meet, or by any pet trader, unless the seller provides the buyer, at the time of sale, with the following:

(1) A signed original State of Alabama Small Animal Health Certificate;

(2) A negative fecal examination report from a licensed, accredited veterinarian which is dated no more than ten (10) days before the date of sale; and,

(3) A microchip registration form.

(C) No dog(s) shall be offered for sale, gift or other transfer of ownership at or from any pet store or swap meet, or by any pet trader, until the animal has reached the age of nine (9) weeks, as established by information included in the State of Alabama Small Animal Health Certificate.

(D) All dogs offered for sale, gift or other transfer of ownership at or from any pet store or swap meet, or by any pet trader, must be implanted with an identifying microchip. The microchip number must be provided on the microchip registration form provided to the purchaser or transferee at the time of sale.

(E) No vendor shall offer a dog(s) for sale or gift or other transfer of ownership at or from any pet store or swap meet, unless there is conspicuously displayed at each vendor location a sign which reads as follows:

ATTENTION

No dog shall be sold or given away unless the dog is at least

9 WEEKS OLD

AND

the buyer is provided with:

the original State of Alabama Small Animal Health Certificate

AND

a negative fecal examination report by a licensed veterinarian

AND

a document showing that the dog is micro-chipped

City of Mobile Code Section 7-26

(F) The print on said sign shall not be less than two (2) inches in height.

(G) For purpose of this section, a "swap meet" is defined as a place of commercial activity popularly known as a swap meet, flea market or park-and-swap, which is open to the general public and composed of enclosed, semi-enclosed or outdoor stalls, stands or spaces rented or leased to persons on a temporary basis for the purpose of display and sale, barter or exchange of new or used merchandise.

(H) Exceptions. This section shall not prohibit the sale, gift, or other transfer of ownership of dogs at county fairs, animal exhibitions or shows, 4-H activities, and other activities or events that are regulated by other state or county agencies.

Sec. 7-27. - Authority of "nonsworn" ACOs.

Animal control officers who are not sworn police officers shall have the authority to issue notices of violations and municipal offense tickets for any violation of chapter 7 for which a set fine is published in the city's municipal court magistrate's fine schedule.

Sec. 7-28. - Authority of "sworn" ACOs.

Animal control officers who are sworn police officers shall have the authority to issue notices of violations and municipal offense tickets for any violation of chapter 7 for which a set fine is published in the city's municipal court magistrate's fine schedule and the additional authority to issue citations and warrants for violations of chapter 7 for which penalties must be assessed by a court of proper jurisdiction.

Sec. 7-29. - Authority to impound.

To promote the city's interest in seeing that all animals are treated humanely and to ensure the well-being of residents of the city, the director, any ACO, or city police officer is authorized to impound any animal if there is reasonable cause to believe any of the following (non-exclusive list) conditions exist:

(A) (1) The animal is the subject of an act of cruelty or neglect as prohibited by this chapter and state law;

(2) The animal is running at large, in violation of this chapter;

(3) The animal is an abandoned animal within the meaning of this Chapter;

(4) The animal is the subject of an Animal Services investigation for viciousness; or

(5) The animal does not display a valid inoculation tag and the owner, if identified, does not produce proper inoculation documentation.

(6) The animal is housed or kept on, or in, any structure, building, pen or other real property, not owned by the animal owner, and without the permission of the real property owner or person or entity with a possessory interest in the real property.

(B) Any animal not reclaimed by an owner, or for which an owner has failed to pay for veterinary fees and boarding within the first five-day period of impoundment shall be deemed an abandoned animal and become the property of Animal Services.

Sec. 7-30. - Authority to enter private property.

Any ACO, city police officer or agent of Animal Services is authorized to enter upon private property to impound any animal observed at large and chased to such property or, to investigate any 'in plain view' violation of this chapter, or impound any animal that, in the reasonable discretion of the ACO, police officer or Animal Services agent, has been abused, ~~or~~ neglected, or treated cruelly.

Sec. 7-31. - Humane traps and chemical capture methods.

(A) In order to apprehend animals in violation of this chapter who are otherwise difficult to apprehend, any ACO, city police officer or Animal Services agent is authorized to use traps designed to humanely capture such animals by placing the traps on any public property, upon the rights-of-way of any public street or highway, or upon the private property of any person who grants permission.

(B) Any ACO, city police officer, or Animal Services agent is hereby authorized to use chemical capture methods to capture animals in violation of this chapter when the use of humane traps would be ineffective and the animal is diseased or poses a danger to public safety.

Sec. 7-32. - Destruction of certain animals.

(A) The director is authorized to humanely destroy any stray animal boarded and unclaimed at Animal Services for more than five (5) working days, provided that the Animal Services has made reasonable efforts to locate the animal's owner and been unsuccessful and provided that, in the director's opinion, the animal constitutes a direct and immediate threat to public health, safety or welfare.

(B) The director is authorized to humanely destroy any animal found unattended on public property when such animal is injured or diseased and past recovery.

(C) The director is authorized to humanely destroy any wild animal within the city limits which

presents a direct and immediate threat to public health, safety or welfare.

(D) The director is authorized to impound, any owned animal in which the Director has probable cause to believe the animal has bitten or fiercely attacked any person causing severe injury, the loss of bodily function or death when the director believes such animal constitutes a direct and immediate threat to public health, safety or welfare. If the animal is not subject to quarantine, and the owner does not re-claim the animal within five days of impound, the animal will be considered abandoned and may be humanely destroyed.

(E) The director is to employ the most humane means possible when exercising the authority granted in this section.

ARTICLE IV. - FINES AND PENALTIES

Sec. 7-33. - Fines.

It shall be unlawful for any person to violate any provision of this chapter. Any person violating the provisions listed below shall be assessed the following fines, which are to be published in the City's municipal court magistrate's fine schedule. For second offense of any article of Chapter 7 a Court appearance is required. Penalties include fine of no more than $500.00 (excluding court costs) or up to six months in jail.

City Code Section	State Code Section Adopted	Fine
7-8		$100.00
7-9		Court appearance required. Fine of no more than $500.00 (excluding court costs) or up to six months in jail
7-17		~~$150.00~~ Court appearance required. Fine of no more than $500.00 (excluding court costs) or up to six months in jail
7-22		Court appearance required. Fine of no more than $500.00 (excluding court costs) or up to six months in jail
7-25	Ala. Code Sec. 13A-111- 14, Sec. 13A-11-241 (1975)	Court appearance required. Fine of no more than $500.00 (excluding court costs) or up to six months in jail

7-26		$100.00
All other violations of chapter 7		~~$25.00~~ $100.00

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/3/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/3/2022 - 8:52 AM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 5015, 5017, 5019, 5021, 5029, 5033, 5039, 5049, 5051, 5055,
5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road and 2104 Garmons Lane
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the northwest corner of N. Demetropolis Road and Dinkins Drive)

Pursuant to Resolution of the Mobile, Alabama City Council adopted October 4, 2022, a public hearing will be held on the 8th day of November, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 5015, 5017, 5019, 5021, 5029, 5033, 5039, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road and 2104 Garmons Lane (southeast corner of Cottage Hill Road and Demetropolis Road, extending to the northwest corner of N. Demetropolis Road and Dinkins Drive) from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

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

Lisa C. Lambert
City Clerk

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

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

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

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2021026506 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°18'43"W 490.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°44'31"W 745.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARMON'S LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°24'00" AND A RADIUS OF 25.00 FEET; THENCE

CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN SOUTHWESTWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, A DISTANCE OF 31.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S53°57'29"W, 29.53 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S89°50'31"E 18.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 143.29 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 58 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE AND ALONG THE SOUTH BOUNDARY OF PARCEL 3 OF SAID MARTHA YOUNG ESTATE, RUN S88°50'31"W 269.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN N06°07'55"W 506.78 FEET TO A POINT ON THE ARC OF A 187.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.97 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N44°54'09"E 172.23 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'44"E 317.81 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°08'40"E 532.86 FEET TO A POINT; THENCE S07°56'10"E AND ALONG THE WEST BOUNDARY OF LOT 2 OF THE AFOREMENTIONED COTTAGE SQUARE SUBDIVISION, RUN A DISTANCE OF 200.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, COTTAGE SQUARE SUBDIVISION, THENCE RUN S88°48'19"E 108.39 FEET TO A POINT; THENCE RUN N01°11'41"E 83.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE AFOREMENTIONED LOT 2, COTTAGE SQUARE SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 2, COTTAGE SQUARE SUBDIVISION, RUN S88°42'29"E 110.33 FEET TO THE POINT OF BEGINNING. CONTAINING 614,189 SQUARE FEET OR 14.10 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-2, Neighborhood Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; 2) compliance with Engineering comments: (a) Any work performed in the existing ROW (right-of-way) such as

driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b) A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c) Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d) Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. e) 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. f) The proposed development must comply with all Engineering Department design requirements and Policy Letters.); and, 3) full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 8th day of November 2022, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 9th day of October, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane** (Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with: **1) completion of the Subdivision process; 2) compliance with Engineering comments:** ***(a) Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b) A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c) Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d) Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. e) 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. f) The proposed***

development must comply with all Engineering Department design requirements and Policy Letters.); and, **3) full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2022

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

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

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

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RUN N06°07'55"W 506.78 FEET TO A POINT ON THE ARC OF A 187.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.97 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N44°54'09"E 172.23 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'44"E 317.81 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°08'40"E 532.86 FEET TO A POINT; THENCE S07°56'10"E AND ALONG THE WEST BOUNDARY OF LOT 2 OF THE AFOREMENTIONED COTTAGE SQUARE SUBDIVISION, RUN A DISTANCE OF 200.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, COTTAGE SQUARE SUBDIVISION, THENCE RUN S88°48'19"E 108.39 FEET TO A POINT; THENCE RUN N01°11'41"E 83.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE AFOREMENTIONED LOT 2, COTTAGE SQUARE SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 2, COTTAGE SQUARE SUBDIVISION, RUN S88°42'29"E 110.33 FEET TO THE POINT OF BEGINNING. CONTAINING 614,189 SQUARE FEET OR 14.10 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-2, Neighborhood Business District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business District** until all of the conditions set forth below have been complied with: 1) **completion of the Subdivision process; 2) compliance with Engineering comments:** ***(a) Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b) A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c) Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm***

Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d) Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. e) 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. f) The proposed development must comply with all Engineering Department design requirements and Policy Letters.); **and, 3) full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

White-Spunner Realty
5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

September 28, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of September 1, 2022 considered the request of **White-Spunner Realty** for a change in zoning from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District** for the property located at **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane** (Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; 2) compliance with Engineering comments:** ***(a) Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b) A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c) Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d) Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final***

Certificate of Occupancy. e) 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. f) The proposed development must comply with all Engineering Department design requirements and Policy Letters.); **and, 3) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 6, 2022

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

Re: **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane**
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
Council District 4
ZON-002133-2022 (Rezoning)
White-Spunner Realty
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

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

At its meeting on September 1, 2022, the Planning Commission considered the above referenced Subdivision application.

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

a. **changing conditions in a particular area make a change in the Ordinance necessary and desirable; and**
b. **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

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

1) **completion of the Subdivision process;**
2) **compliance with Engineering comments:** ***(a) Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the***

City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b) A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c) Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d) Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. e) 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. f) The proposed development must comply with all Engineering Department design requirements and Policy Letters.); and,

3) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $648.20. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 22, 2022

Christopher White-Spunner
3207 International Drive
Suite G
Mobile, Alabama 36606

Re: **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane**
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
Council District 4
ZON-002133-2022 (Rezoning)
White-Spunner Realty
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

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

At its meeting on August 18, 2022, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Commission decided to holdover the application to the September 1, 2022, meeting to allow the applicant time to obtain authorization from the owner of the adjacent land-locked parcel.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

August 4, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane**
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
Council District 4
ZON-002133-2022 (Rezoning)
White-Spunner Realty
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, August 18, 2022, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from, R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District , however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate 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, August 17, 2022,** 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 4, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane**
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
Council District 4
ZON-002133-2022 (Rezoning)
White-Spunner Realty
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business 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, August 18, 2022, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from, R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. 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, August 17, 2022,** 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 Procedure's 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.

ZON-002133-2022

City of Mobile · Planning & Zoning

Planning Commission Application

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) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☒ **Zoning Change**	☐ **Planning Approval**	☐ **Planned Unit Development**
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

(*Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee* = **Total Application Cost**)

1. APPLICANT If other than property owner, must furnish written authorization from owner.

White-Spunner Realty — Name

chris@white-spunnerrealty.com — Email

3201 Dauphin Street, Suite A Mobile, AL 36606 — Full Address (Street, City, State, Zip)

(251) 471-1000 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

see attached "LIST OF OWNERS" — Name

Name (other owners, optional)

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

2104 Garmon's Lane — Property Address

see attached "PARCEL NUMBERS" — Parcel Number

98,033 Sq.Ft. or 2.25+/- Acres — Property Area (acres or square feet)

R-1 — Present Zoning

B-2 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ■ **YES** ☐ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ■ **NO**

10. 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).

11. 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 "LIST OF OWNERS"

Applicant Signature _____ 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 rezoning or Planning 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 "LIST OF OWNERS"

Applicant Signature _____ Date _____

Application Submission
Contact Information

Name of Project: Cottage Village Shopping Center Subdivision

Address: 5011-5133 Cottage Hill Road

Owner: See Attached "LIST OF OWNERS"

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Authorized Agent: White-Spunner Realty

Address: 3201 Dauphin Street, Suite A Mobile, AL Zip Code: 36606

Phone: (251) 471-1000 Fax: _____ Email: chris@white-spunnerrealty.om

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: McCrory & Williams, Inc.

Address: 3207 International Drive, Suite G Mobile, AL Zip Code: 36606

Phone: (251) 476-4720 Fax: (251) 476-4721 Email: dwhitt@mcwinc.com

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Laura M. Davis — Laura M. Davis

Signature — Print

07/15/2022 — draftsman/McCrory & Williams

Date — Affiliation to project/Organization

Narrative:
THE PROPERTY IS CURRENTLY OPERATING AS A SHOPPING CENTER WITH SEVERAL BUILDINGS AND TENANTS AS LEASE PARCELS. THE OWNERS WANT TO REMOVE THE CURRENT "PNC BANK" BUILDING AND LEASE THE NORTHWEST CORNER OF THE EXISTING SHOPPING CENTER TO ANOTHER TENANT.
THE OWNERS HAVE ALREADY ACQUIRED SOME ADDITIONAL TAX PARCELS TO THE SOUTH TO INCREASE THE AREA OF THE SHOPPING CENTER. THEY HAVE SUBMITTED A SUBDIVISION APPLICATION TO COMBINE SEVERAL TAX PARCELS AND CREATE LEGAL LOTS OF RECORD FOR THE LEASE PARCELS. THE OWNERS BELIEVE THIS TENANT WILL BE AN ASSET TO THE AREA AND THE ADDITIONAL PROPERTY TO THE SOUTH WILL HELP WITH ACCESS TO UNIVERSITY BOULEVARD AND POSSIBLY DRAINAGE. THEY ARE REQUESTING

COTTAGE VILLAGE SHOPPING
CENTER SUBDIVISION

LIST OF OWNERS

WHITE-SPUNNER REALTY IS AUTHORIZED TO REPRESENT ME IN THE SUBMITTAL OF "COTTAGE VILLAGE SHOPPING CENTER SUBDIVISION" APPLICATIONS TO

CITY OF MOBILE PLANNING COMMISSION.

HC20WS, LLC
ATTN: BLACKSHER WHITE-SPUNNER, ET AL
PO BOX 7475
MOBILE, AL 36670

BLACKSHER WHITE-SPUNNER
(251) 471-1000

DATE: 7-15-22

WILLIAM M. LYON, JR ET AL
LYON LAW FIRM, P.C.
PO BOX 1312
MOBILE, AL 36633

William M. Lyon, Jr.
William M. Lyon, Jr. (Jul 15, 2022 15:25 CDT)

WILLIAM M. LYON, JR
(251) 490-4446

DATE: 7-15-22

B. WHITE-SPUNNER
PO BOX 7475
MOBILE, AL 36670

BLACKSHER WHITE-SPUNNER
(251) 471-1000

DATE: 7-15-22

Cottage Village SC Owners

Final Audit Report 2022-07-15

Created:	2022-07-15
By:	Front Desk (frontdesk@white-spunnerrealty.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz-9xd5x4HekOz9XQZnvfsy2oSYhcpqyn

"Cottage Village SC Owners" History

Document created by Front Desk (frontdesk@white-spunnerrealty.com)
2022-07-15 - 8:11:45 PM GMT- IP address: 50.86.89.94

Document emailed to bj@lyonlawpc.com for signature
2022-07-15 - 8:12:19 PM GMT

Email viewed by bj@lyonlawpc.com
2022-07-15 - 8:28:38 PM GMT- IP address: 100.21.157.149

Document e-signed by William M. Lyon, Jr. (bj@lyonlawpc.com)
Signature Date: 2022-07-15 - 8:29:26 PM GMT - Time Source: server- IP address: 45.17.96.64

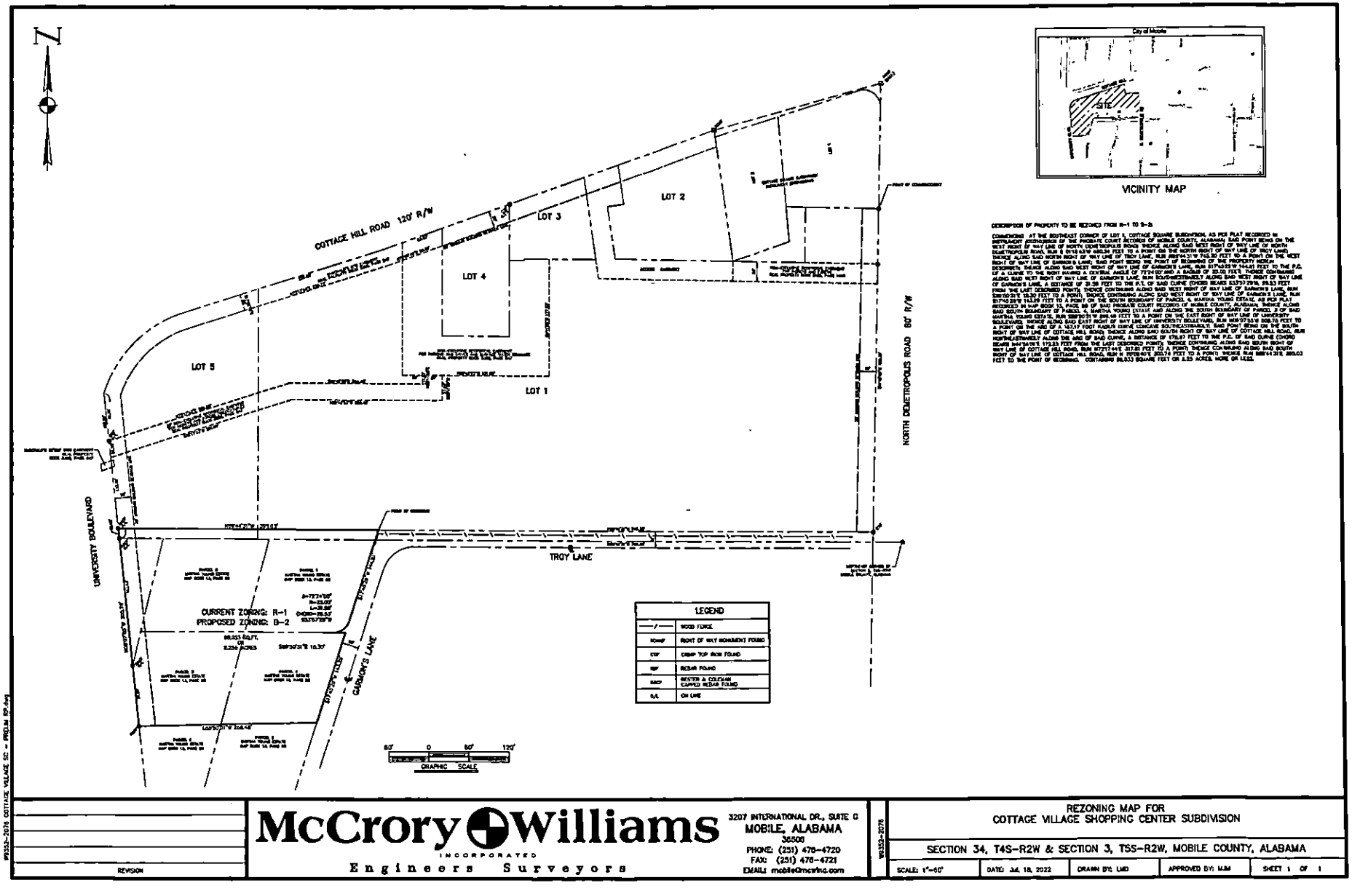
Agreement completed.
2022-07-15 - 8:29:26 PM GMT

DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2021026506 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°18'43"W 490.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°44'31"W 745.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARMON'S LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°24'00" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN SOUTHWESTWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, A DISTANCE OF 31.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S53°57'29"W, 29.53 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S89°50'31"E 18.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 143.29 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 58 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE AND ALONG THE SOUTH BOUNDARY OF PARCEL 3 OF SAID MARTHA YOUNG ESTATE, RUN S88°50'31"W 269.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN N06°07'55"W 506.78 FEET TO A POINT ON THE ARC OF A 187.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.97 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N44°54'09"E 172.23 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'44"E 317.81 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°08'40"E 532.86 FEET TO A POINT; THENCE S07°56'10"E AND ALONG THE WEST BOUNDARY OF LOT 2 OF THE AFOREMENTIONED COTTAGE SQUARE SUBDIVISION, RUN A DISTANCE OF 200.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, COTTAGE SQUARE SUBDIVISION, THENCE RUN S88°48'19"E 108.39 FEET TO A POINT; THENCE RUN N01°11'41"E 83.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE AFOREMENTIONED LOT 2, COTTAGE SQUARE SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 2, COTTAGE SQUARE SUBDIVISION, RUN S88°42'29"E 110.33 FEET TO THE POINT OF BEGINNING. CONTAINING 614,189 SQUARE FEET OR 14.10 ACRES, MORE OR LESS.

LEGAL DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2021026506 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°18'43"W 490.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°44'31"W 745.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARMON'S LANE; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°24'00" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN SOUTHWESTWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, A DISTANCE OF 31.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S53°57'29"W, 29.53 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S89°50'31"E 18.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 143.29 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 58 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE AND ALONG THE SOUTH BOUNDARY OF PARCEL 3 OF SAID MARTHA YOUNG ESTATE, RUN S88°50'31"W 269.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN N06°07'55"W 506.78 FEET TO A POINT ON THE ARC OF A 187.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.97 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N44°54'09"E 172.23 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'44"E 317.81 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°08'40"E 300.74 FEET TO A POINT; THENCE RUN S89°44'31"E 395.03 FEET TO THE POINT OF BEGINNING. CONTAINING 98,033 SQUARE FEET OR 2.25 ACRES, MORE OR LESS.



DESCRIPTION OF PROPERTY TO BE REZONED FROM R-1 TO B-2:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2007290000291 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°19'10"W 499.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°54'31"W 743.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARMON'S LANE; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°40'39"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°45'00" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN WEST RIGHT OF WAY LINE OF GARMON'S LANE, A DISTANCE OF 31.75 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S37°57'79"W, 29.53 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S46°00'21"E 18.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°40'39"W 143.94 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL A, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 88 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL A, MARTHA YOUNG ESTATE AND ALONG THE SOUTH BOUNDARY OF PARCEL 2 OF SAID MARTHA YOUNG ESTATE, RUN S89°50'31"W 899.68 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN N08°07'50"W 308.74 FEET TO A POINT ON THE ARC OF A 1,472.77 FOOT RADIUS CURVE (CHORD BEARS S75°43'48"E, 31.37 FEET FROM THE LAST DESCRIBED POINT); SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.37 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N44°34'06"E 112.33 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'44"E 317.81 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 89°44'31"E 385.03 FEET TO THE POINT OF BEGINNING. CONTAINING 99,533 SQUARE FEET OR 2.29 ACRES, MORE OR LESS.

McCrory Williams
INCORPORATED
Engineers Surveyors
3207 INTERNATIONAL DR., SUITE G
MOBILE, ALABAMA
36606
PHONE: (251) 478-4720
FAX: (251) 478-4721
EMAIL: mobile@mcwinc.com

W1533-2076

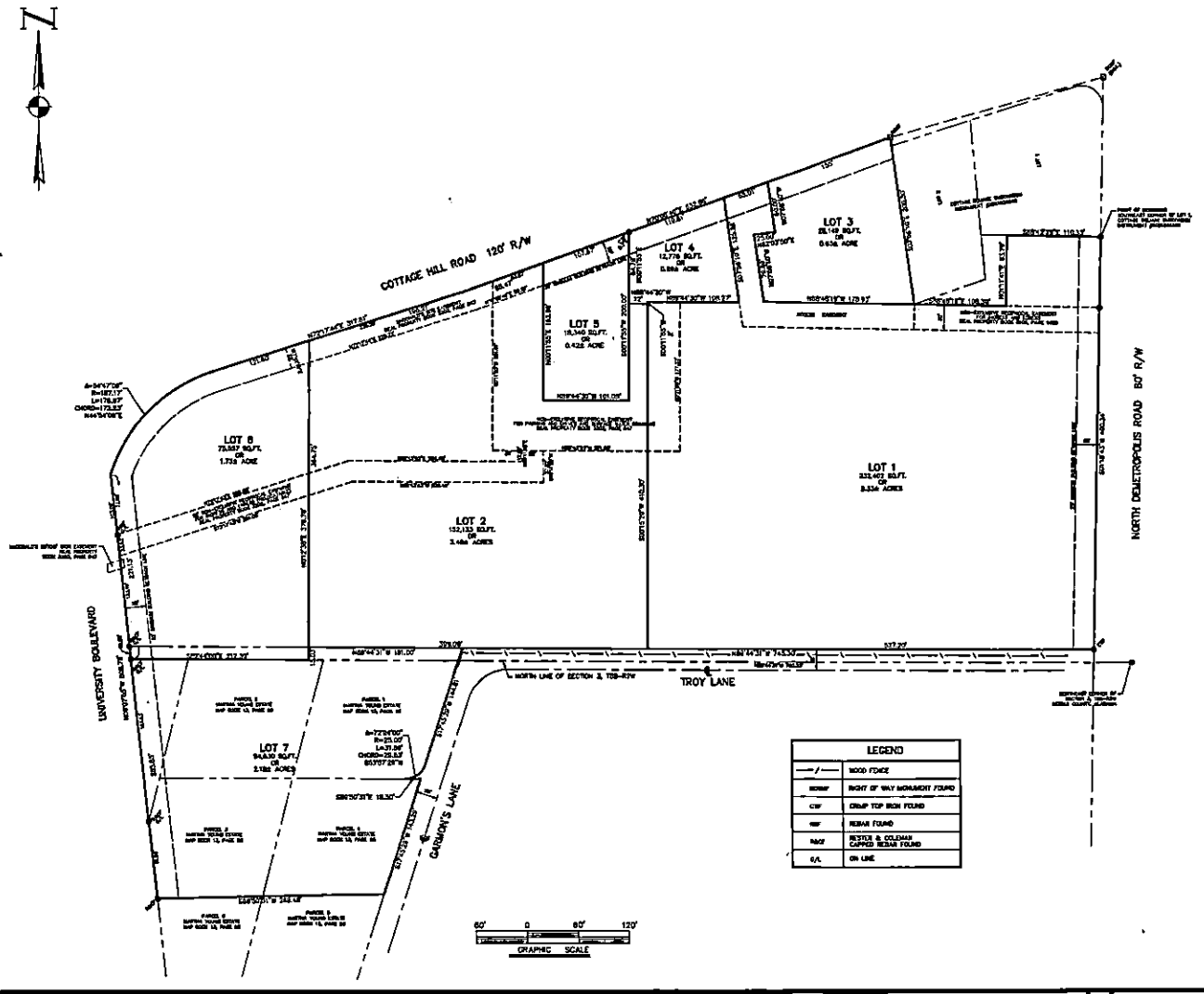
REVISION

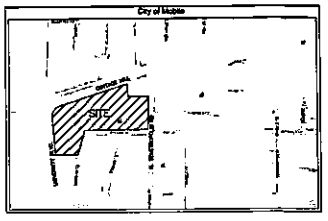
REZONING MAP FOR
COTTAGE VILLAGE SHOPPING CENTER SUBDIVISION

SECTION 34, T4S-R2W & SECTION 3, T5S-R2W, MOBILE COUNTY, ALABAMA

SCALE: 1"=60'	DATE: Jul. 18, 2022	DRAWN BY: LMD	APPROVED BY: MJM	SHEET 1 OF 1

W1533-2076 COTTAGE VILLAGE SC - REZ.dwg





VICINITY MAP

DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2021095508 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°16'43"W (HELM TIE) FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°44'31"W 743.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARMON'S LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S13°49'29"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°14'00" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN SOUTHWESTERLY ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, A DISTANCE OF 31.52 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S23°57'29"W, 29.53 FEET) FROM THE LAST DESCRIBED POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S59°50'31"E 16.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S13°49'29"W 143.29 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL A, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 36 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL A, MARTHA YOUNG ESTATE, AND ALONG THE SOUTH BOUNDARY OF PARCEL 3 OF SAID MARTHA YOUNG ESTATE, RUN S89°50'31"E 289.46 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN N05°07'10"E 508.70 FEET TO A POINT ON THE ARC OF A 197.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.87 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N64°08'18"E 172.83 FEET) FROM THE LAST DESCRIBED POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'14"E 217.91 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°06'46"E 532.99 FEET TO A POINT; THENCE S01°54'10"E AND ALONG THE WEST BOUNDARY OF LOT 2 OF THE AFOREMENTIONED COTTAGE SQUARE SUBDIVISION, RUN A DISTANCE OF 203.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, COTTAGE SQUARE SUBDIVISION; THENCE RUN S89°45'01"E 126.39 FEET TO A POINT; THENCE RUN S07°11'41"E 83.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE AFOREMENTIONED LOT 2, COTTAGE SQUARE SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 2, COTTAGE SQUARE SUBDIVISION, RUN S89°42'28"E 110.33 FEET TO THE POINT OF BEGINNING. CONTAINING 814,188 SQUARE FEET OR 18.69 ACRES, MORE OR LESS.

STATE OF ALABAMA
COUNTY OF MOBILE

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

KEVIN A. MILLER, PLS — DATE
ALABAMA REGISTRATION NUMBER 14588
NOT VALID WITHOUT ORIGINAL SEAL

NOTES:

1. F.E.M.A. FLOOD INSURANCE RATE MAP NO. 01097C0543 L, COMMUNITY NO. 015007, DATED JUNE 6, 2020 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X(UNSHADED)" AREA.
   ZONE X(UNSHADED) – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
   LIMITS OF FLOOD ZONES SCALED FROM THE AFOREMENTIONED FLOOD INSURANCE RATE MAP).
2. PROPERTY IS SUBJECT TO ZONING SETBACKS AND RESTRICTIONS OF RECORD.
3. BEARINGS BASED ON ALABAMA STATE PLANE COORDINATES (WEST ZONE) NAD83, US SURVEY FEET.

OWNERS:

MCCRWG, LLC
ATTN: BLACKNER WHITE-SPUNNER
PO BOX 7475
MOBILE, AL 36670
AND

WILLIAM H. LYON, JR ET AL
LYON LAW FIRM, P.C.
PO BOX 1213
MOBILE, AL 36633
AND

B. WHITE-SPUNNER, ET AL
PO BOX 7475
MOBILE, AL 36670

APPROVED:
MOBILE CITY PLANNING COMMISSION

SECRETARY — DATE

CITY ENGINEER — DATE

TRAFFIC ENGINEERING DIRECTOR — DATE

REVISION

McCrory Williams
INCORPORATED
Engineers Surveyors
3207 INTERNATIONAL DR., SUITE G
MOBILE, ALABAMA
36606
PHONE: (251) 478-4720
FAX: (251) 478-4721
EMAIL: mobile@mcwinc.com

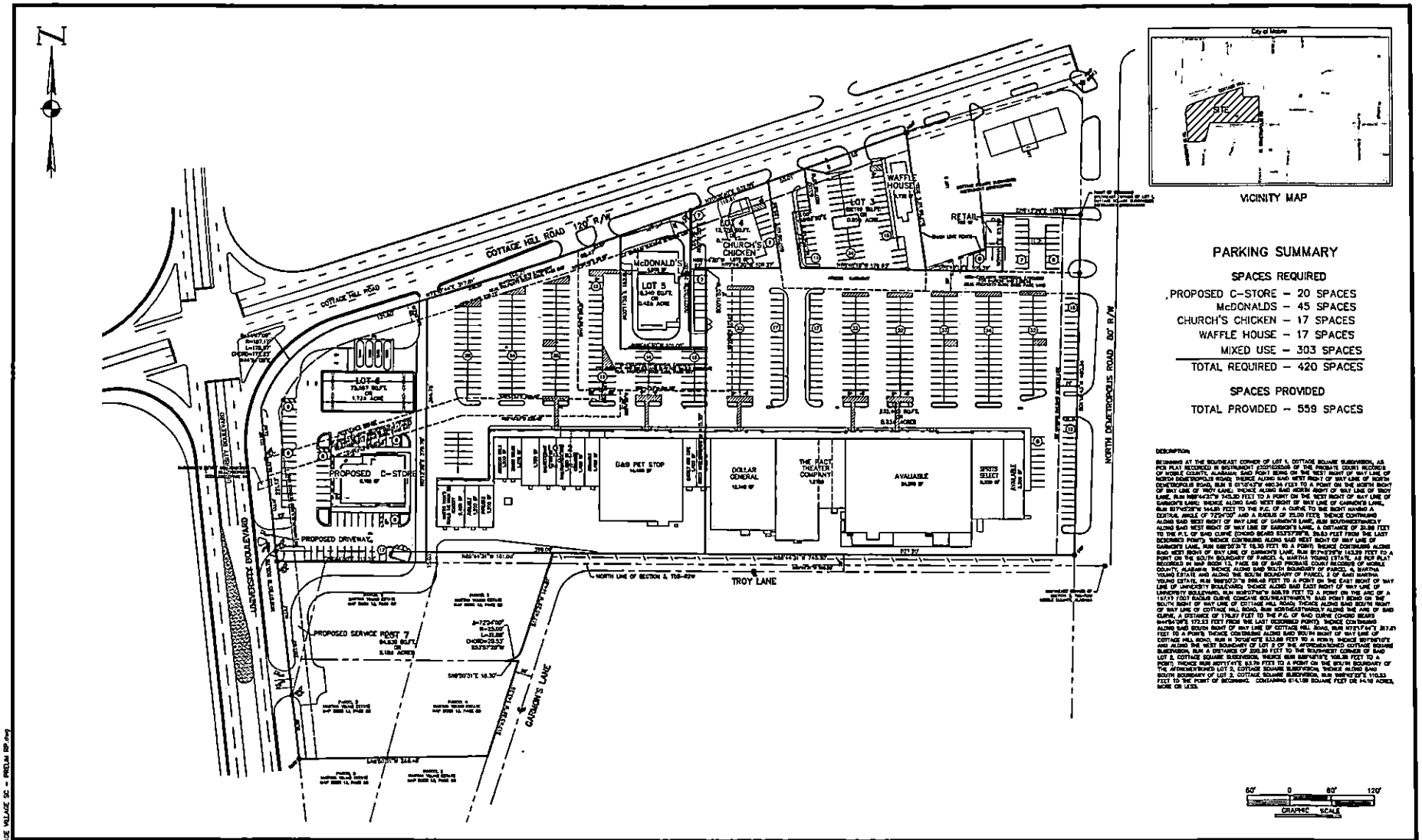
W352-2075

COTTAGE VILLAGE SHOPPING CENTER SUBDIVISION

SECTION 34, T4S-R2W & SECTION 3, T5S-R2W, MOBILE COUNTY, ALABAMA

SCALE: 1"=60'	DATE: Jul. 29, 2022	DRAWN BY: LMD	APPROVED BY: MJM	SHEET 1 OF 1

W352-2075 COTTAGE VILLAGE SC - PRELIM RP.dwg



W333-2019 COTTAGE VILLAGE SC - PRELIM SP.dwg

REVISION

McCrory Williams
INCORPORATED
Engineers Surveyors

3207 INTERNATIONAL DR., SUITE G
MOBILE, ALABAMA
36606
PHONE: (251) 478-4720
FAX: (251) 478-4721
EMAIL: mobile@mcwinc.com

W333-2019

PUD
COTTAGE VILLAGE SHOPPING CENTER SUBDIVISION
SECTION 34, T4S-R2W & SECTION 3, T5S-R2W, MOBILE COUNTY, ALABAMA

SCALE: 1"=60'	DATE: JULY 29, 2022	DRAWN BY: LMD	APPROVED BY: MJM	SHEET 1 OF 1

HC20WS, LLC
ATTN: BLACKSHER WHITE-SPUNNER
PO BOX 7475
MOBILE, AL 36670

WILLIAM M. LYON, JR ET AL
LYON LAW FIRM, P.C.
PO BOX 1312
MOBILE, AL 36633

B. WHITE-SPUNNER, ET AL
PO BOX 7475
MOBILE, AL 36670

WHITE-SPUNNER REALTY
ATTN: CHRIS HARLE
3201 DAUPHIN ST, STE A
MOBILE, AL 36606

NGUYEN THUY KIM ET AL
729 OAK HILL RD
MOBILE, AL 36609

CAGLE FAMILY LLC
C/O BALL RICHARD & ILONA BALL
13842 GABRIEL CT
JACKSONVILLE, FL 32224

CAGLE ALLEN M & MELINDA K
13842 GABRIEL CT
JACKSONVILLE, FL 32224

MAWSS
PO BOX 180249
MOBILE, AL 36618

WAL-MART REAL ESTATE
C/O WAL-MART PROP TAX DEPT
PO BOX 8050
ATTN: 0555
BENTONVILLE, AR 72712

HANCOCK BANK
C/O VEE SERVICES, INC
11700 PRESTON RD, STE 660-#193
DALLAS, TX 75230

CITY OF MOBILE
C/O CITY CLERK OFFICE
205 GOVERNMENT ST
MOBILE, AL 36602

LANIER SARAH B
5070 COTTAGE HILL RD
MOBILE, AL 36609

NGUYEN LAN H
6063 SOUTHBEND DR S
MOBILE, AL 36619

RUSSELL JAMES A & PATRICIA
721 S UNIVERSITY BLVD
MOBILE, AL 36609

SYMAHA LLC
6401 CANEBRAKE RD
MOBILE, AL 36695

NRP LLC
C/O NICHOLE PATRICK
22 EDGEFIELD RD
MOBILE, AL 36608

SEBSTIANI LECY
3255 SPALDING DR
SANDY SPRINGS, GA 30350

SU SIMON M
11544 AUTUMN TERRACE DR
WHITE MARSH, MD 21162

COTTON RICHARD K
PO BOX 383
SARALAND, AL 36571

GARMON CHRISTOPHER
6621 RED MAPLE DR
MOBILE, AL 36618

DINKINS MARY
C/O MICHAEL & TRACY DINKINS
5057 DINKINS DR
MOBILE, AL 36693

ROBINSON GLORIA J & BEATRICE MCDOWELL
600 E CHURCH ST
HAMMOND, LA 70401

GULF CREEK LLC
PO BOX 2903
MOBILE, AL 36652

MOBILE HOUSING BOARD
PO BOX 1345
MOBILE, AL 36633

MALONE BEAULAH
2106 GARMONS LN
MOBILE, AL 36693

DINKINS LONNIE
5057 DINKINS DR
MOBILE, AL 36693

CARTER JULIA LEE & PAUL
2115 GARMONS LN
MOBILE, AL 36693

JONES SHEDRICK & DORIS L
2124 COOKES LN
MOBILE, AL 36693

WALKER TONYA MARQUETTA & JEROME M YELDING
5012 COTTAGE HILL RD
MOBILE, AL 36609

MCCORD RAPUNZELL NORWOOD
5016 COTTAGE HILL RD
MOBILE, AL 36609

SAMUELS SHNNON
712 MERRITT DR
MOBILE, AL 36609

COOKE FLORENCE MAE & VICTORIA
GARMON HOLMES
2100 COOKES LN
MOBILE, AL 36609

CAPPS GERALD & GLORIA
11100 HOWELLS FERRY RD
SEMMES, AL 36575

HED PROPERTIES LLC
34182 FARRINGTON LN
SPANISH FORT, AL 36527

DIALS HELEN
9947 SUMMER WOODS CT
MOBILE, AL 36695

AKERBLOOM RUSSEL C
5008 COTTAGE HILL RD
MOBILE, AL 36609

EDWARDS SARAH B, A LIFE EST
7840 TERRY DR
MOBILE, AL 36695

BUSBY ADRIENNE S
721 YNESTRA DR
MOBILE, AL 36609

PARKER GARY HEUSTIS & ALESIA
MCNEIL
2605 CHARLOTTE OAKS DR
MOBILE, AL 36609

MCCLANTOC LAWRENCE EDWARD
JR
5705 POST OAK CT
MOBILE, AL 36609

DEMEREE-HANEY INC
1629 ABBEYWOOD DR
MOBILE, AL 36695

COOKE GEORGE DOUGLAS ET AL
2128 COOKES LN
MOBILE, AL 36693

LEE ORIA SCOTT III ET AL
2124 COOKES LN
MOBILE, AL 36693

GARRETT KENYETTA KAVATA
6405 TRENT CREEK DR
RUSKIN, FL 33573

SMITH SHANITA D & ETTA M
SMITH & FRANK SMITH
2110 GARMON'S LN
MOBILE, AL 36693

DINKINS LAREL ET AL
4028 COTTAGE HILL RD
MOBILE, AL 36609

COOKE SUSIE A
2112 COOKES LN
MOBILE, AL 36693

ABSTON NATHANIEL JR
1439 AFTERNOON SUN RD
MATTHEWS, NC 28104

SAMPSON JOSEPH SR & MARY E
C/O CHRISTINE SAMPSON
PO BOX 91054
MOBILE, AL 36691

BAILEY SHERMEKA SHANTAE
2117 GARMONS LN
MOBILE, AL 36693

SAMPSON CHRISTINE
PO BOX 91054
MOBILE, AL 36691

COTTAGE HILL BAPTIST CHURCH
4255 COTTAGE HILL RD
MOBILE, AL 36609

B CO
PO BOX 7475
MOBILE, AL 36670

SUBDIVISION, PLANNED UNIT DEVELOPMENT, & ZONING AMENDMENT STAFF REPORT

Date: September 1, 2022

NAME White-Spunner Realty

SUBDIVISION NAME Cottage Village Shopping Center Subdivision

LOCATION 5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).

CITY COUNCIL DISTRICT District 4

PRESENT ZONING R-1, Single-Family Residential District and B-2, Neighborhood Business District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 7 Lots / 14.0± Acres

CONTEMPLATED USE Subdivision approval to create seven (7) legal lots of record from seven (7) metes-and-bounds parcels and three (3) legal lots of record; Planned Unit Development approval to amend a previously approved Planned Unit Development to allow multiple lots with shared access and parking; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

TIME SCHEDULE FOR DEVELOPMENT None provided

ENGINEERING COMMENTS

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Correct the street name in the plat and vicinity map from "University Boulevard" to "Demetropolis Road".
C. Add a signature block for the Owner and Notary Public.
D. As shown on the 1984 aerial photo (FLIGHT 22 - #86) LOTS 1 through 5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 380,000 sf, LOT 2 – 23,000 sf, LOT 3 – 10,000 sf, LOT 4 – 15,000 sf, and LOT 5 – 38,000 sf.
E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
F. Add a note that 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.
G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development:

1. The PUD Site Plan shows seven (7) LOTS and does not match the proposed subdivision plat. Revise and resubmit the PUD Site Plan and/or Plat.
2. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
    a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).

b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
e. 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.
f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Rezoning:

a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run

with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

e. 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.

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

TRAFFIC ENGINEERING COMMENTS A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Redevelopment of the site with a C-Store raises concerns about the driveway on Cottage Hill Road nearest to the University Blvd intersection. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Site is limited to driveways as shown on the approved PUD plan with 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 (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.

REMARKS The applicant is requesting Subdivision approval to create seven (7) legal lots of record from seven (7) metes-and-bounds parcels and three (3) legal lots of record; Planned Unit Development approval to amend a previously approved Planned Unit Development to allow multiple lots with shared access and parking; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

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.

It should be noted that there is a land-locked parcel (R022808344002060.000, See Detail Site Plan #3), which is not owned by the applicant, and is not included in the applications in hand. It is suggested that the applications be heldover so that revised information can be submitted to include this land-locked parcel.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

Planned Unit Development: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

Rezoning: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

Revised for the September 1, 2022 meeting:

This application was heldover by the Planning Commission at its August 18th meeting in order to have the applicant obtain authorization from the owner(s) of an adjacent land-locked parcel. Since that meeting, legal counsel has reviewed the applications more closely, and determined that due to the fact that access to the land-locked parcel will not be altered, the applications may proceed as proposed without the authorization previously requested.

The site has been given a Neighborhood Center – Suburban (NC) and Low Density Residential (LDR) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

Neighborhood Center - Suburban
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 dwelling units per acre — 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.

- *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.).*

Low Density Residential
This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The

presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

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.

The site fronts Cottage Hill Road, Demetropolis Road, North Demetropolis Road, Dinkins Drive, and Garmons Lane. Cottage Hill Road is a minor arterial street, which should have a minimum right-of-way of 100-feet; the preliminary plat depicts an existing right-of-way of 120-feet, making no dedication necessary. Demetropolis Road (incorrectly identified on the plat as University Boulevard) is a principal arterial street, which should have a right-of-way of 100-feet; the preliminary plat does not provide the existing right-of-way, therefore dedication to provide 50-feet from the centerline of Demetropolis Road may be appropriate. North Demetropolis Road is a minor street with no curb and gutter, and should have a minimum right-of-way of 60-feet; the preliminary plat depicts an existing right-of-way of 80-feet, making no dedication necessary. Dinkins Drive (incorrectly identified on the plat as Troy Lane) and Garmons Lane are both minor streets with curb and gutter, which should both have rights-of-way of 50-feet; the preliminary plat does not provide the right-of-way width for either street, therefore, if approved, dedication to provide 25-feet from the centerline of Dinkins Drive and Garmons Lane should be required. Furthermore, dedication of the corner radii at North Demetropolis Road and Dinkins Drive per Section V.D.6. of the Subdivision Regulations should be required, if approved.

The proposed lot sizes are provided in square feet and acres, and all lots comply with minimum lot area standards. If approved, the lots sizes should be retained on the Final Plat, adjusted for dedication.

It should be noted that the preliminary plat does depict the 25-foot minimum building setback along Cottage Hill Road, North Demetropolis Road, and Demetropolis Road, but not Garmons Lane or Dinkins Drive. If approved, the Final Plat should depict the 25-foot minimum building setback line along all street frontages, adjusted for any required dedication(s).

There are several access easements throughout the development, as well as a drainage easement. If approved, a note should be placed on the Final Plat stating that no structures are allowed in any easement without the approval of the easement holder.

Regarding access management, a note should be placed on the Final Plat stating the Traffic Engineering comments, if approved.

PUD review examines the site with regard to its location to ensure that it is generally compatible with neighboring uses; that adequate access is provided without generating excess traffic along minor residential streets in residential districts outside the PUD; and, that natural features of the site are taken into consideration. PUD review also examines the design of the development to provide for adequate circulation within the development; to ensure adequate access for emergency vehicles; and, to consider and provide for protection from adverse effects of adjacent properties as well as provide protection of adjacent properties from adverse effects from the PUD.

In pursuit of these purposes, the objectives to be met by a PUD are as follows: a) to encourage innovative and diversified design in building form and site development; b) flexibility, to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations; c) to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for re-development; d) to preserve and protect as urban amenities the natural features and characteristics of land; e) to encourage the provision of common open space through efficient site design; and, f) to encourage optimum use of available public utilities, streets and community facilities.

It is very important to note that PUD review is site plan specific; therefore, any future changes to the overall site plan must be submitted for PUD review. Furthermore, PUD approvals expire after one year if no permits are obtained.

The applicant states:

> *THE PROPERTY IS CURRENTLY OPERATING AS A SHOPPING CENTER WITH SEVERAL BUILDINGS AND TENANTS AS LEASE PARCELS. THE OWNERS WANT TO REMOVE THE CURRENT "PNC BANK" BUILDING AND LEASE THE NORTHWEST CORNER OF THE EXISTING SHOPPING CENTER TO ANOTHER TENANT.*
>
> *THE OWNERS HAVE ALREADY ACQUIRED SOME ADDITIONAL TAX PARCELS TO THE SOUTH TO INCREASE THE AREA OF THE SHOPPING CENTER. THEY HAVE SUBMITTED A SUBDIVISION APPLICATION TO COMBINE SEVERAL TAX PARCELS AND CREATE LEGAL LOTS OF RECORD FOR THE LEASE PARCELS. THEY ARE REQUESTING A PUD APPROVAL TO ALLOW MULTIPLE BUILDINGS TO USE THE SHOPPING CENTER FOR SHARED ACCESS AND PARKING.*

The site plan submitted shows existing developments on the proposed Lots 1-5, with a new gas station on proposed Lot 6, and a new (private) service road on the proposed Lot 7. A bank building currently occupies proposed Lot 6, but is proposed to be demolished.

No information was submitted regarding requesting a unique sign package, but the site plan shows that the existing McDonald's on proposed Lot 5 has an off-site sign easement, which appears to

mostly be located in the right-of-way along Demetropolis Road, next to proposed Lot 6. This easement was recorded in 1987 prior to the adoption of the current City of Mobile sign regulations. It should be noted that there is currently no signage located in this easement; as such, it is recommended that this easement be vacated. All existing non-conforming signage may be allowed to remain on-site until such a time as the existing sign cabinets are removed.

The site plan submitted states that a total of 420 parking spaces are required for the entire development, and 559 are available. It should be noted that due to the proposed Lot 5 being an entirely new development, a photometric site plan will be required at the time of permitting. Furthermore, Lot 5 will need to be brought into full compliance with tree planting and landscape area requirements. Proposed Lot 7 is only depicted as having a service road at this time, but at such a time as it is developed with either a structure, parking, or both, full compliance will be required at the time of development. Also, a revised PUD will be required for the future development of Lot 7.

There are several existing dumpsters depicted on the site plan as well as a new dumpster for the proposed development of Lot 5. It appears there may be additional existing dumpsters behind the shopping center that are not depicted on the site plan. If approved, all existing dumpsters on the site should be identified as existing dumpsters, and any new dumpsters should include a note stating that they will have compliant enclosures and sanitary sewer connections.

The site is bounded to the North across Cottage Hill Road by an R-1, Single-Family Residential District; to the East across North Demetropolis Road, by R-1 property developed as a church; the West across Demetropolis Road by a B-2, Neighborhood Business District; and to the South by R-1 and B-1, Buffer Business Districts.

As stated in Section 64-9 of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The B-2, Neighborhood Business District portion of the site was rezoned from R-A, Residential Agricultural to B-2, Neighborhood Business District in 1972 and 1974. The applicant now wishes to expand the B-2 district to the South, but does not state which of the four conditions exist that make the proposed rezoning necessary and desirable. However, due to the proposed re-development of a portion of the existing development, it could be seen that perhaps changing conditions in the area exist. Furthermore, if the subdivision request is approved, Lot 5 would be split-zoned R-1 and B-2, making rezoning the property necessary and desirable due to the subdivision of land into building sites.

RECOMMENDATION

Subdivision: *The application is recommended for Tentative Approval, subject to the following conditions:*

1) *Revision of the plat to correctly identify North Demetropolis Road (incorrectly identified on the plat as University Boulevard);*
2) *Revision of the plat to correctly identify Dinkins Drive (incorrectly identified on the plat as Troy Lane);*
3) *Dedication to provide 50-feet from the centerline of Demetropolis Road, if necessary;*
4) *Dedication to provide 25-feet from the centerline of North Demetropolis Road, if necessary;*
5) *Dedication to provide 25-feet from the centerline of Dinkins Drive and Garmons Lane, if necessary;*
6) *Dedication of the corner radii at North Demetropolis Road and Dinkins Drive, per Section V.D.6. of the Subdivision Regulations;*
7) *Retention of the lot size label in square feet and acres on the Final Plat, or provision of a table on the Final Plat with the same information, adjusted for any required dedication;*
8) *Revision of the plat to illustrate the 25-foot minimum building setback line along all street frontages, per Section V.D.9. of the Subdivision Regulations, adjusted for any required dedication;*
9) *Placement of a note stating that no structures are allowed in any easements without the easement holder's permission;*
10) *Compliance with Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Correct the street name in the plat and vicinity map from "University Boulevard" to "Demetropolis Road". C. Add a signature block for the Owner and Notary Public. D. As shown on the 1984 aerial photo (FLIGHT 22 - #86) LOTS 1 through 5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 380,000 sf, LOT 2 – 23,000 sf, LOT 3 – 10,000 sf, LOT 4 – 15,000 sf, and LOT 5 – 38,000 sf. E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. F. Add a note that 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. G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. I.*

Add a note that all easements shall remain in effect until vacated through the proper Vacation process. J. 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.);

11) *Placement of a note on the revised plat stating Traffic Engineering comments: (A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Redevelopment of the site with a C-Store raises concerns about the driveway on Cottage Hill Road nearest to the University Blvd intersection. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Site is limited to driveways as shown on the approved PUD plan with 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..);*
12) *Compliance with 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 (State Act 2015-116 and City Code Chapters 57 and 64). Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from a commercial site will require a tree removal permit.);*
13) *Compliance with Fire Department comments: (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.);*
14) *Completion of the rezoning process prior to issuance of building permits; and,*
15) *Full compliance with all other municipal codes and ordinances.*

Planned Unit Development: *Staff recommends the following Findings of Fact for Approval:*

a. *the proposal promotes the objective of Creative design (to encourage innovative and diversified design in building form and site development), because it will allow redevelopment of a portion of an existing commercial development;*
b. *the proposal promotes the objective of Flexibility (to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations), because shared access between the lots will result in fewer curb cuts to public street frontages;*
c. *the proposal promotes the objective of Efficient land use (to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment), because the proposed project will result in redevelopment of an existing commercial site;*
d. *the proposal promotes the objective of Environment (to preserve and protect as urban amenities the natural features and characteristics of the land), because new tree plantings will be required for the redeveloped lot;*

e. the proposal promotes the objective of Public services (to encourage optimum use of available public utilities, streets and community facilities), because services already exist in the area.

Based upon the preceding, this application is recommended for Approval, subject to the following conditions:

1) *Revision of the site plan to correctly identify North Demetropolis Road (incorrectly identified on the site plan as University Boulevard);*
2) *Revision of the site plan to correctly identify Dinkins Drive (incorrectly identified on the plat as Troy Lane);*
3) *Dedication to provide 50-feet from the centerline of Demetropolis Road, if necessary;*
4) *Dedication to provide 25-feet from the centerline of North Demetropolis Road, if necessary;*
5) *Dedication to provide 25-feet from the centerline of Dinkins Drive and Garmons Lane, if necessary;*
6) *Dedication of the corner radii at North Demetropolis Road and Dinkins Drive per Section V.D.6. of the Subdivision Regulations;*
7) *Retention of the lot size label in square feet and acres on the Final Plat, or provision of a table on the Final Plat with the same information, adjusted for any required dedication;*
8) *Revision of the site plan to illustrate the 25-foot minimum building setback line along all street frontages, per Section V.D.9. of the Subdivision Regulations, adjusted for any required dedication;*
9) *Placement of a note stating that no structures are allowed in any easements without the easement holder's permission;*
10) *Provision of a compliant photometric site plan at the time of permitting;*
11) *Revision of the site plan to depict all existing dumpsters on site;*
12) *Revision of the site plan to either depict a dumpster with a compliant enclosure and sanitary sewer connection, or a note should be placed on the site plan stating that curb side pickup will be utilized;*
13) *Full compliance with Engineering comments: (1. Due to the proposed subdivision, the existing City Addresses may need to be assigned a different 911 address. Please contact the Engineering Department (Anthony Morris 208-6216, or Steve Smith 208-7135) to discuss the options. 2. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood*

Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. e. 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. f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.);

14) *Placement of a note on the revised site plan stating Traffic Engineering comments: (A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Redevelopment of the site with a C-Store raises concerns about the driveway on Cottage Hill Road nearest to the University Blvd intersection. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Site is limited to driveways as shown on the approved PUD plan with 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.);*
15) *Compliance with 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.);*
16) *Compliance with Fire Department comments: (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.); and*
17) *Full compliance with all municipal codes and ordinances.*

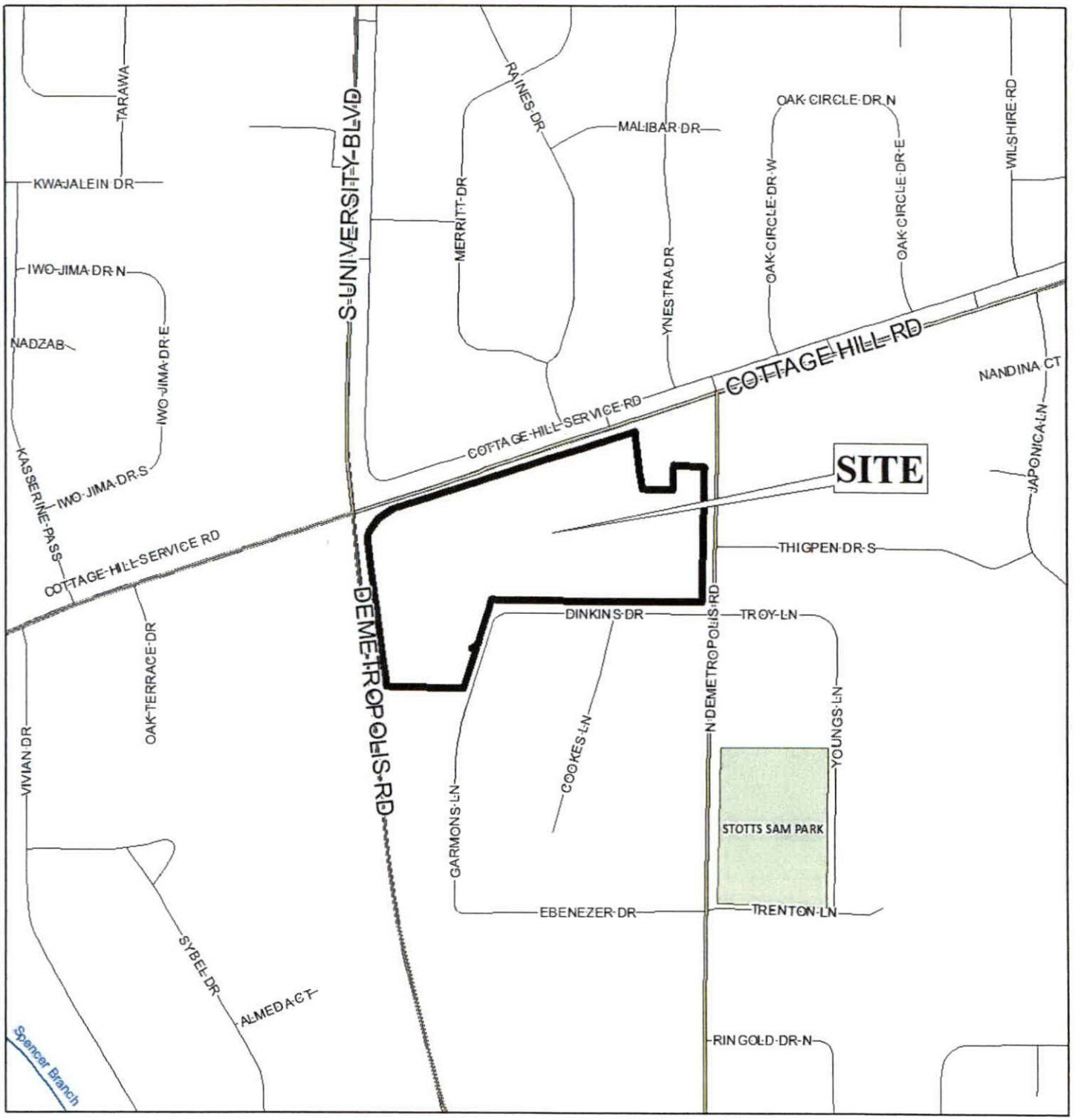
Rezoning: *Based on the preceding, this application is recommended for Approval for the following reasons:*

1) *changing conditions in a particular area make a change in the Ordinance necessary and desirable; and*
2) *the subdivision of land into building sites makes reclassification of the land necessary and desirable.*

The rezoning should be subject to the following conditions:

1) *completion of the Subdivision process;*
2) *compliance with Engineering comments: (a) Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b) A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c) Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d) Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. e) 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. f) The proposed development must comply with all Engineering Department design requirements and Policy Letters.); and,*
3) *full compliance with all municipal codes and ordinances.*

LOCATOR MAP



APPLICATION NUMBER 1 DATE September 1, 2022

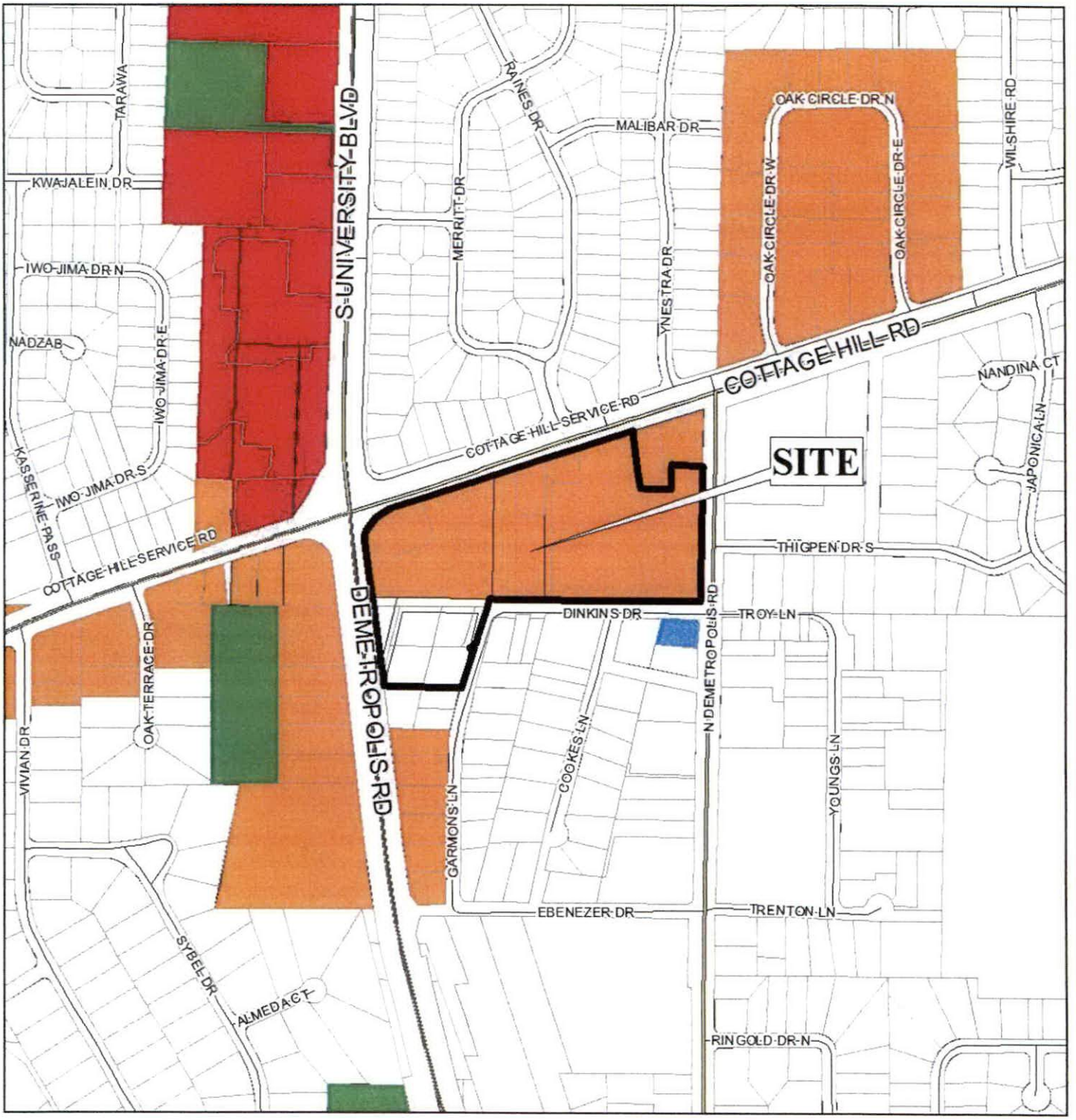
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE September 1, 2022

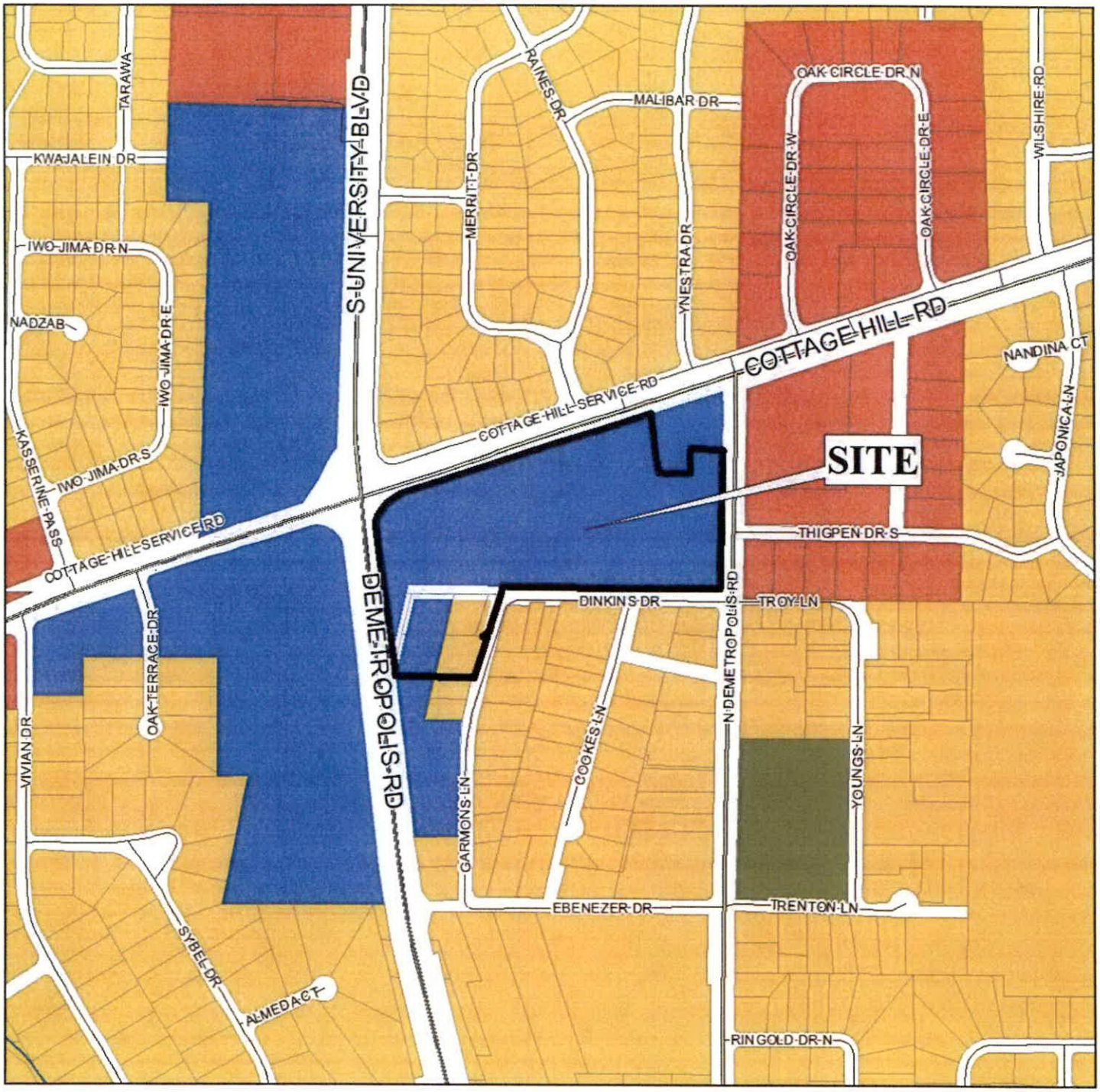
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

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FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE September 1, 2022

APPLICANT Cottage Village Shopping Center Subdivision

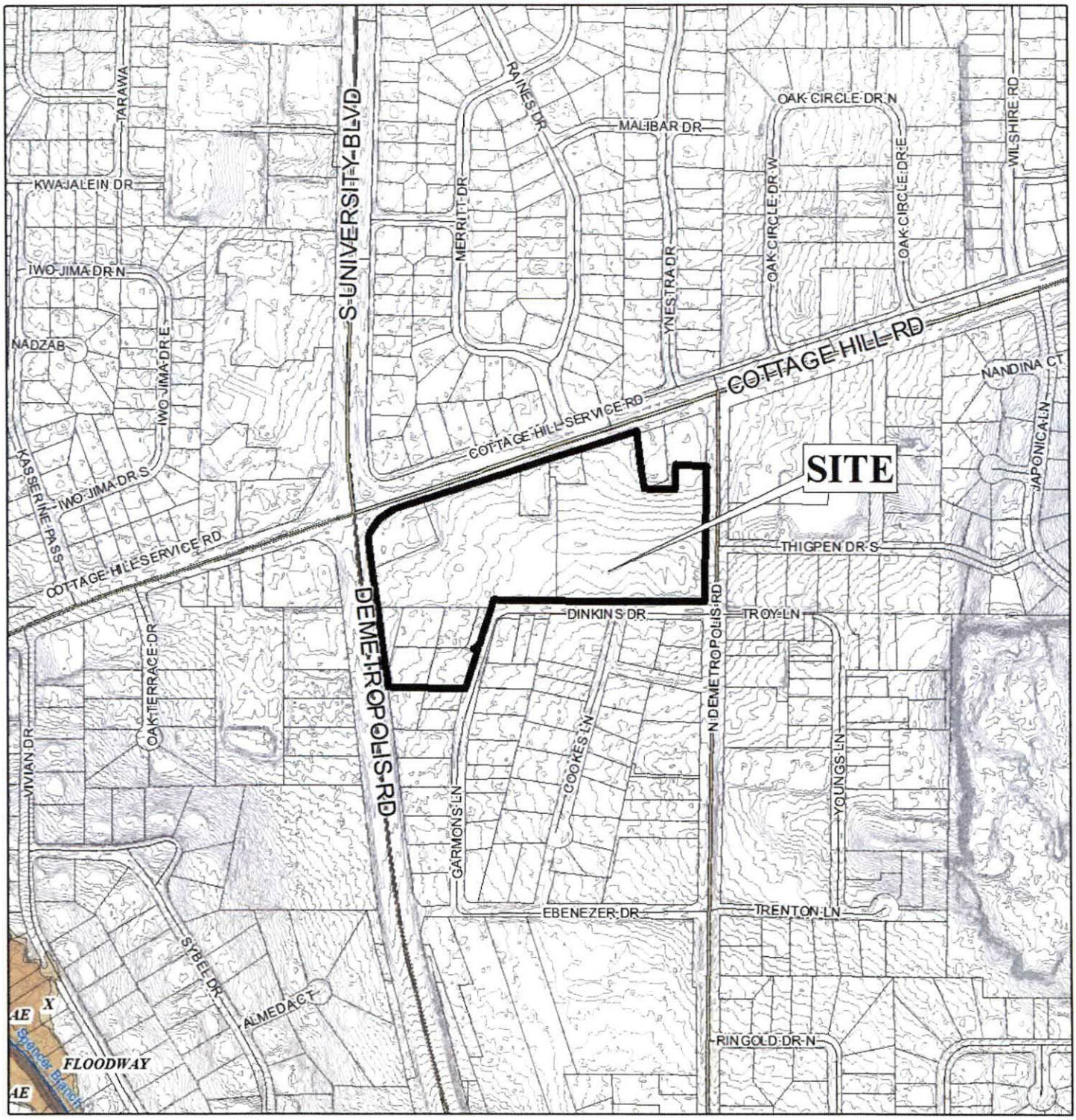
REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

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

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 1 DATE September 1, 2022

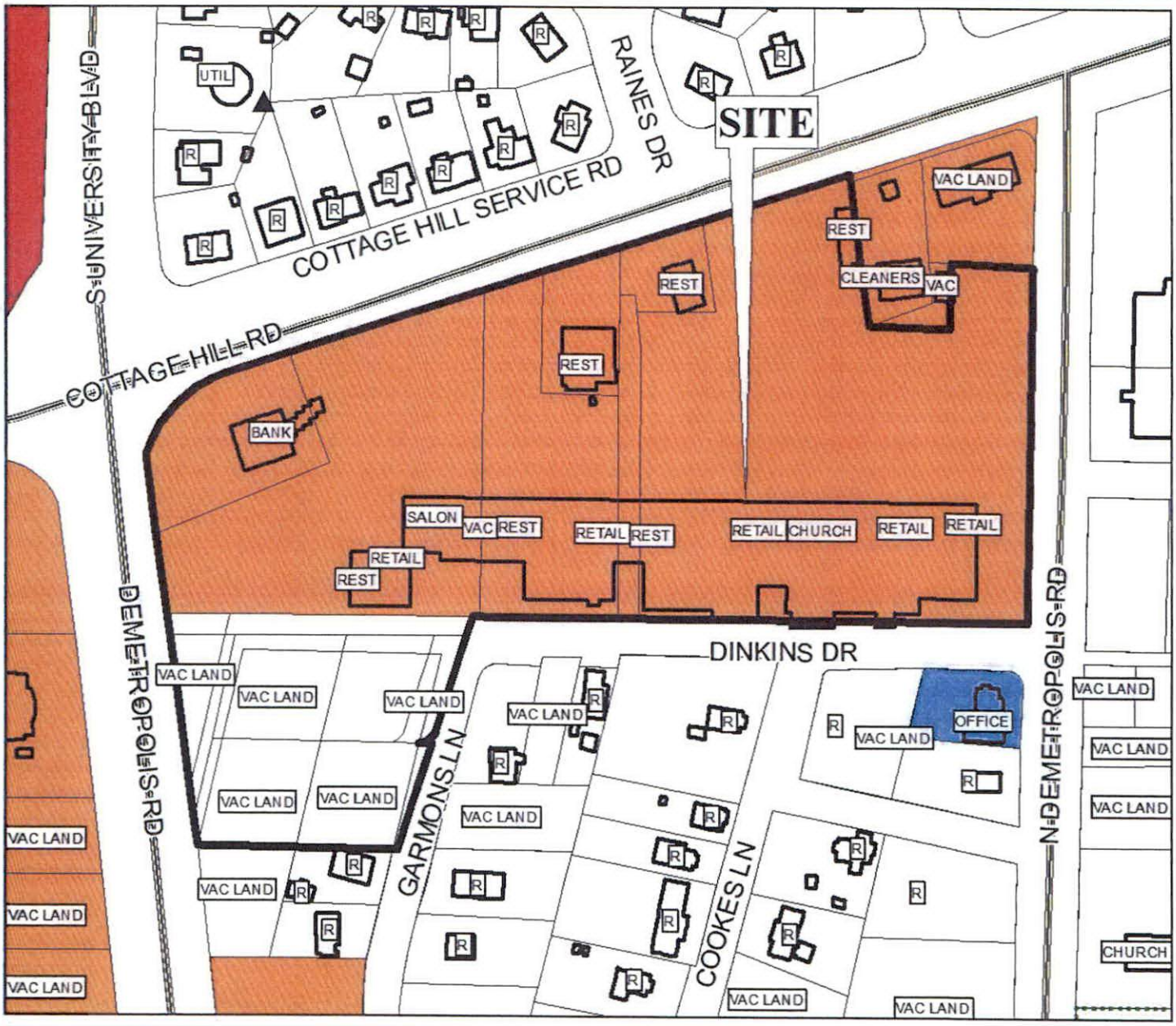
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units to the north and south.

APPLICATION NUMBER 1 DATE September 1, 2022

APPLICANT Cottage Village Shopping Center Subdivision

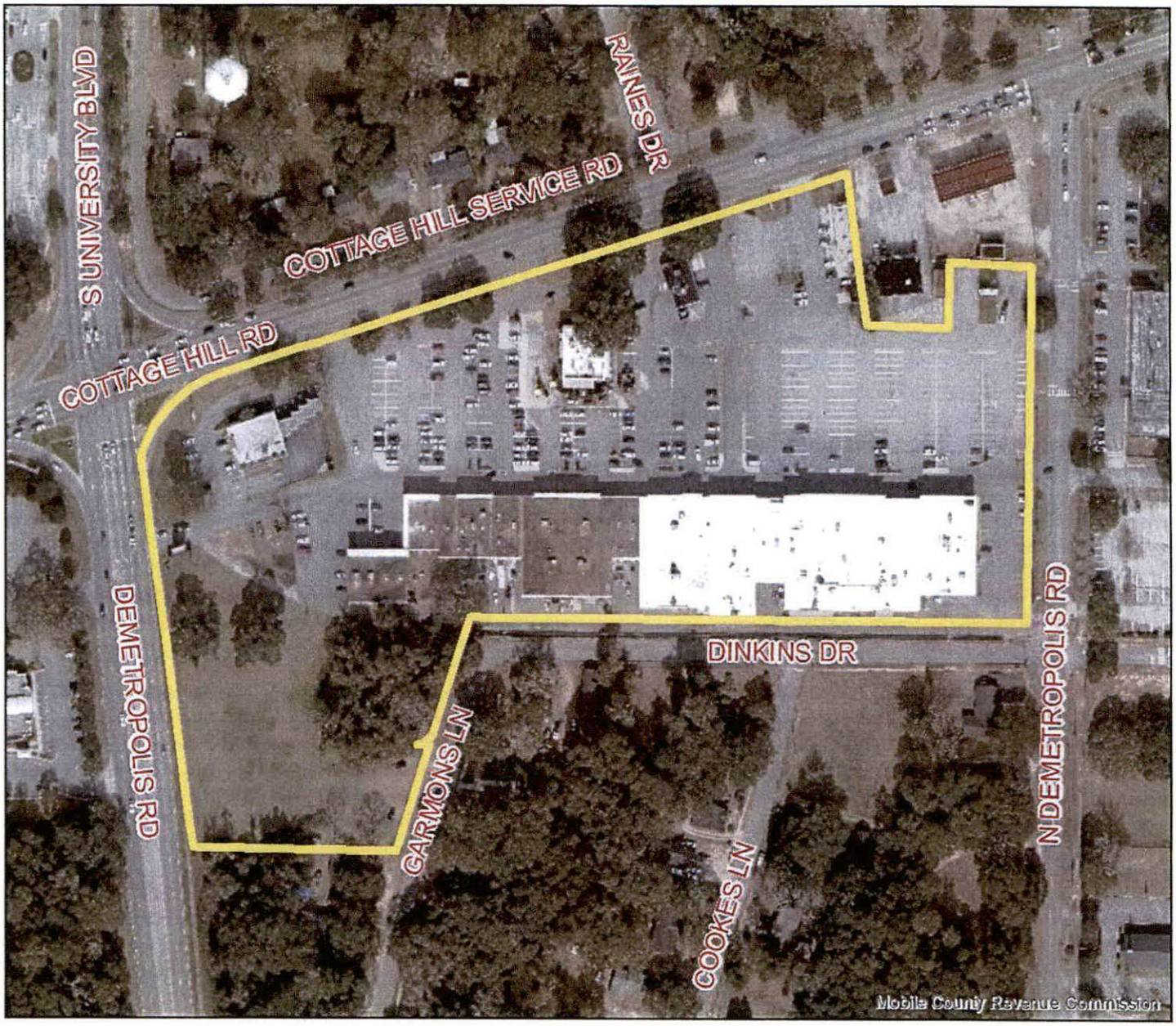
REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units to the north and south.

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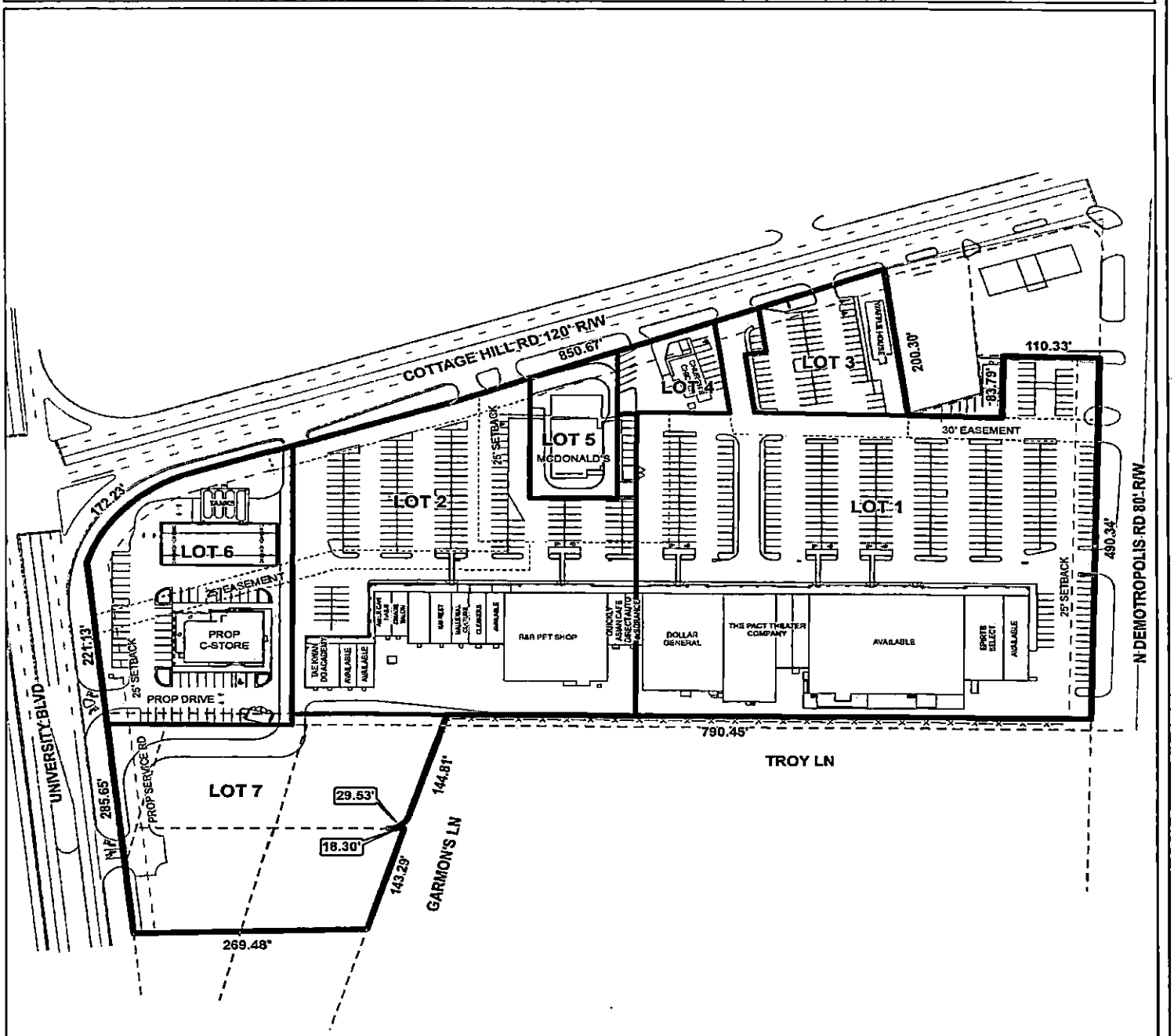
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The site plan illustrates the existing buildings, parking, proposed convenience store, setbacks, and easements.

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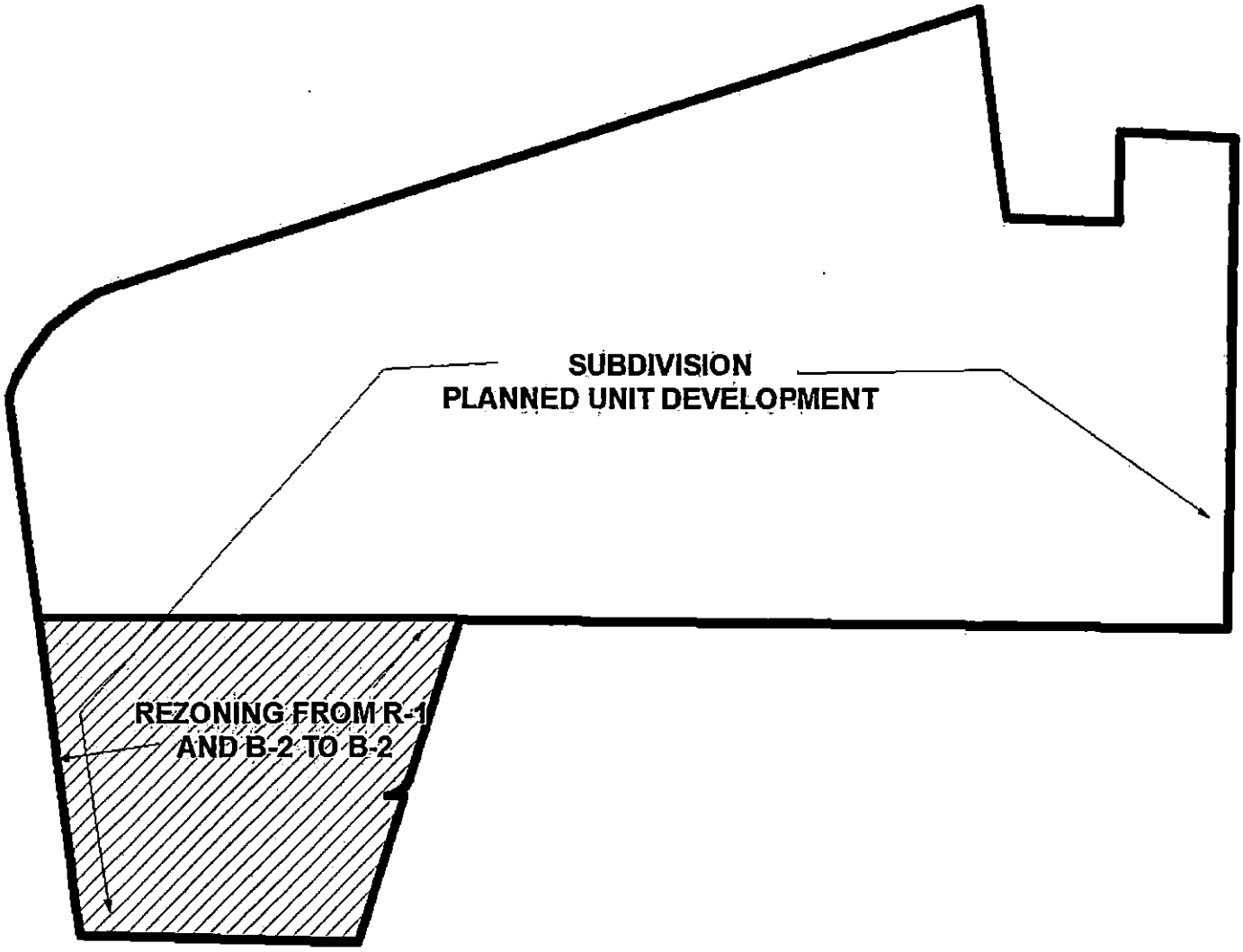
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NTS

DETAIL SITE PLAN



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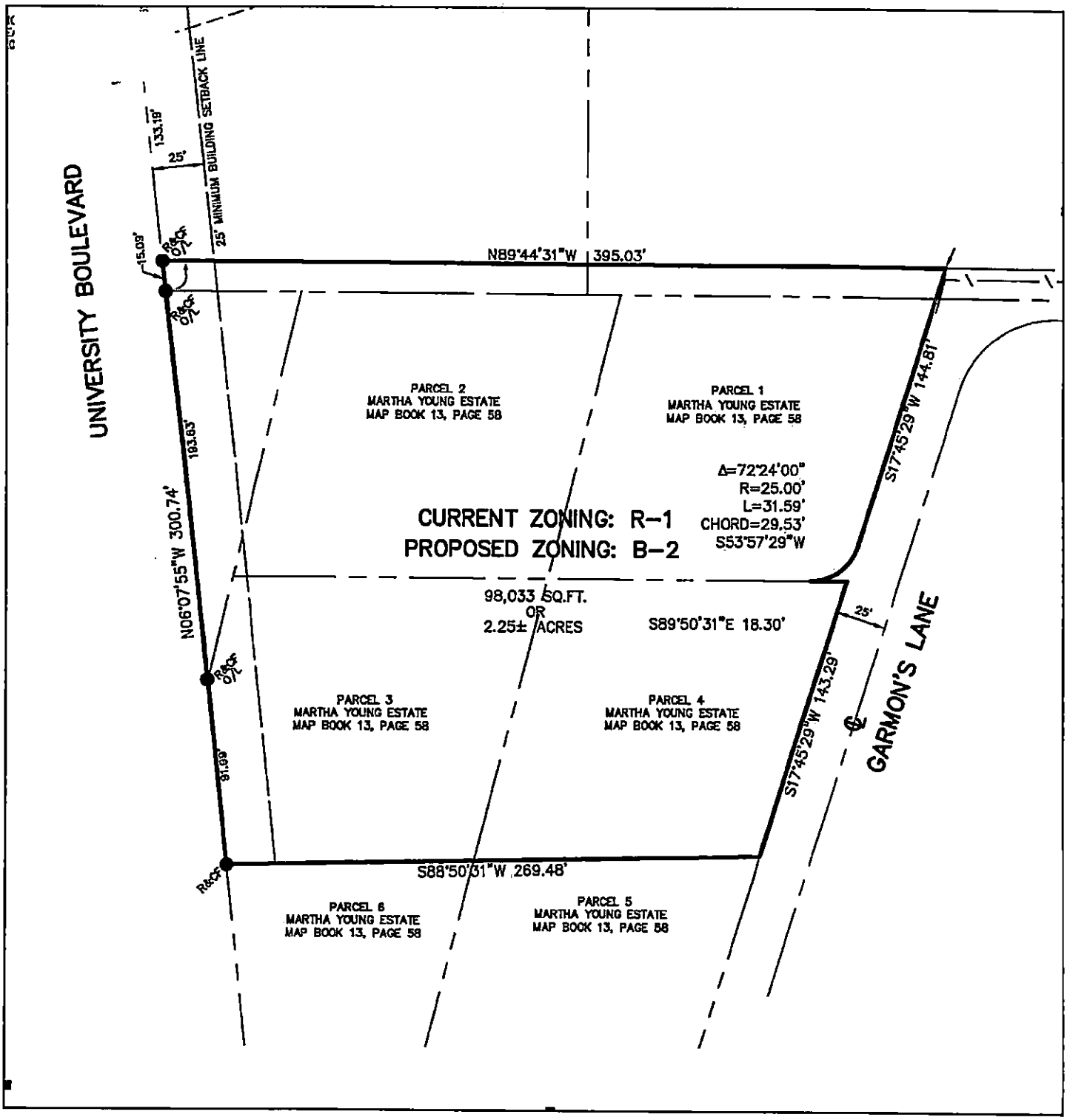
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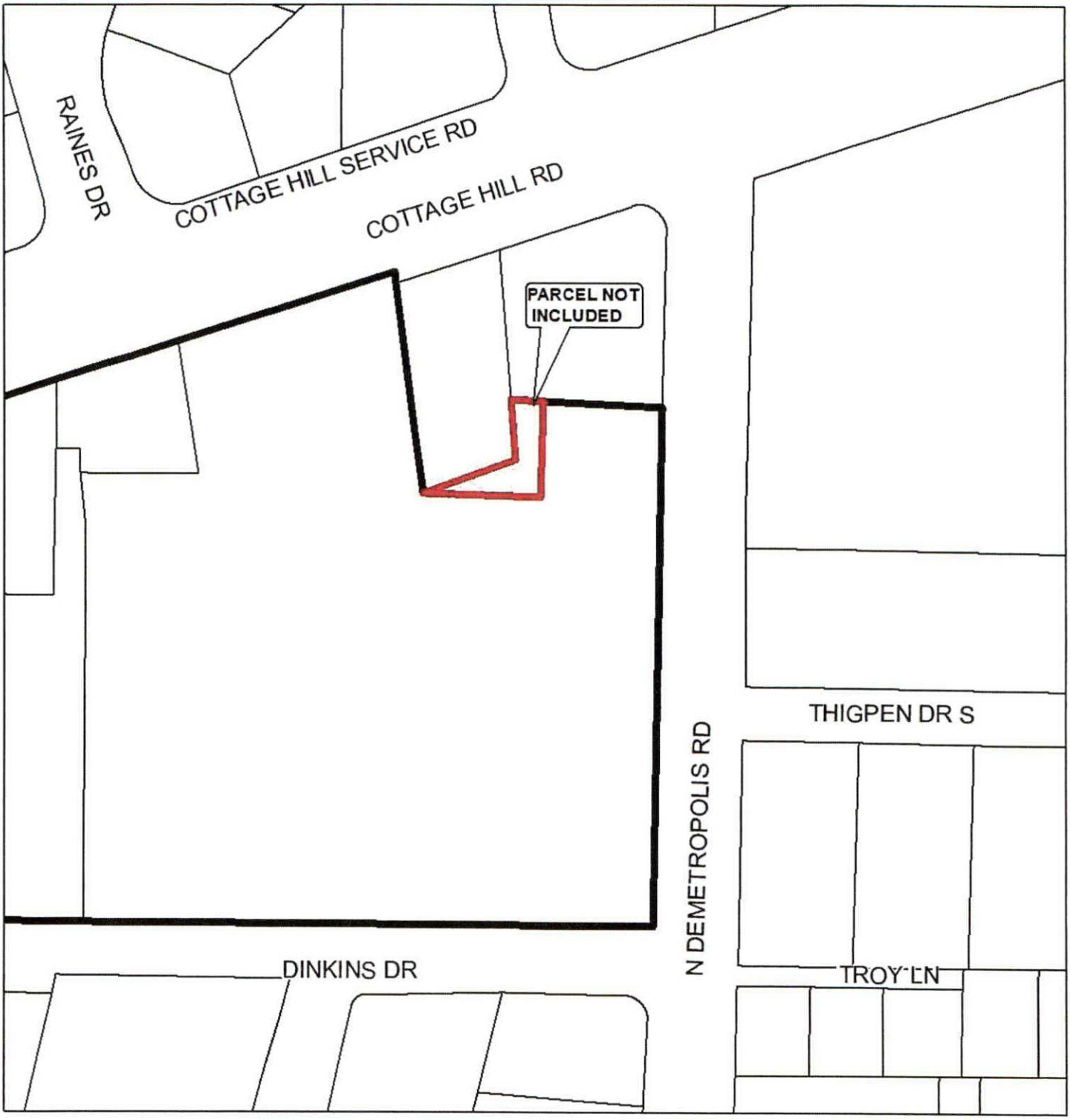
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N

NTS

SUBDIVISION, PLANNED UNIT DEVELOPMENT, & ZONING AMENDMENT STAFF REPORT

Date: August 18, 2022

NAME	White-Spunner Realty
SUBDIVISION NAME	Cottage Village Shopping Center Subdivision
LOCATION	5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane (Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
CITY COUNCIL DISTRICT	District 4
PRESENT ZONING	R-1, Single-Family Residential District and B-2, Neighborhood Business District
PROPOSED ZONING	B-2, Neighborhood Business District
AREA OF PROPERTY	7 Lots / 14.0± Acres
CONTEMPLATED USE	Subdivision approval to create seven (7) legal lots of record from seven (7) metes-and-bounds parcels and three (3) legal lots of record; Planned Unit Development approval to amend a previously approved Planned Unit Development to allow multiple lots with shared access and parking; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	None provided

ENGINEERING COMMENTS

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Correct the street name in the plat and vicinity map from "University Boulevard" to "Demetropolis Road".
C. Add a signature block for the Owner and Notary Public.
D. As shown on the 1984 aerial photo (FLIGHT 22 - #86) LOTS 1 through 5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 380,000 sf, LOT 2 – 23,000 sf, LOT 3 – 10,000 sf, LOT 4 – 15,000 sf, and LOT 5 – 38,000 sf.
E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
F. Add a note that 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.
G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development:

1. The PUD Site Plan shows seven (7) LOTS and does not match the proposed subdivision plat. Revise and resubmit the PUD Site Plan and/or Plat.
2. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
    a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).

b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.

c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

e. 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.

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

Rezoning:

a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).

b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.

c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

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

TRAFFIC ENGINEERING COMMENTS A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Redevelopment of the site with a C-Store raises concerns about the driveway on Cottage Hill Road nearest to the University Blvd intersection. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Site is limited to driveways as shown on the approved PUD plan with 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 (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.

REMARKS The applicant is requesting Subdivision approval to create seven (7) legal lots of record from seven (7) metes-and-bounds parcels and three (3) legal lots of record; Planned Unit Development approval to amend a previously approved Planned Unit Development to allow multiple lots with shared access and parking; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

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.

It should be noted that there is a land-locked parcel (R022808344002060.000, See Detail Site Plan #3), which is not owned by the applicant, and is not included in the applications in hand. It is suggested that the applications be heldover so that revised information can be submitted to include this land-locked parcel.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

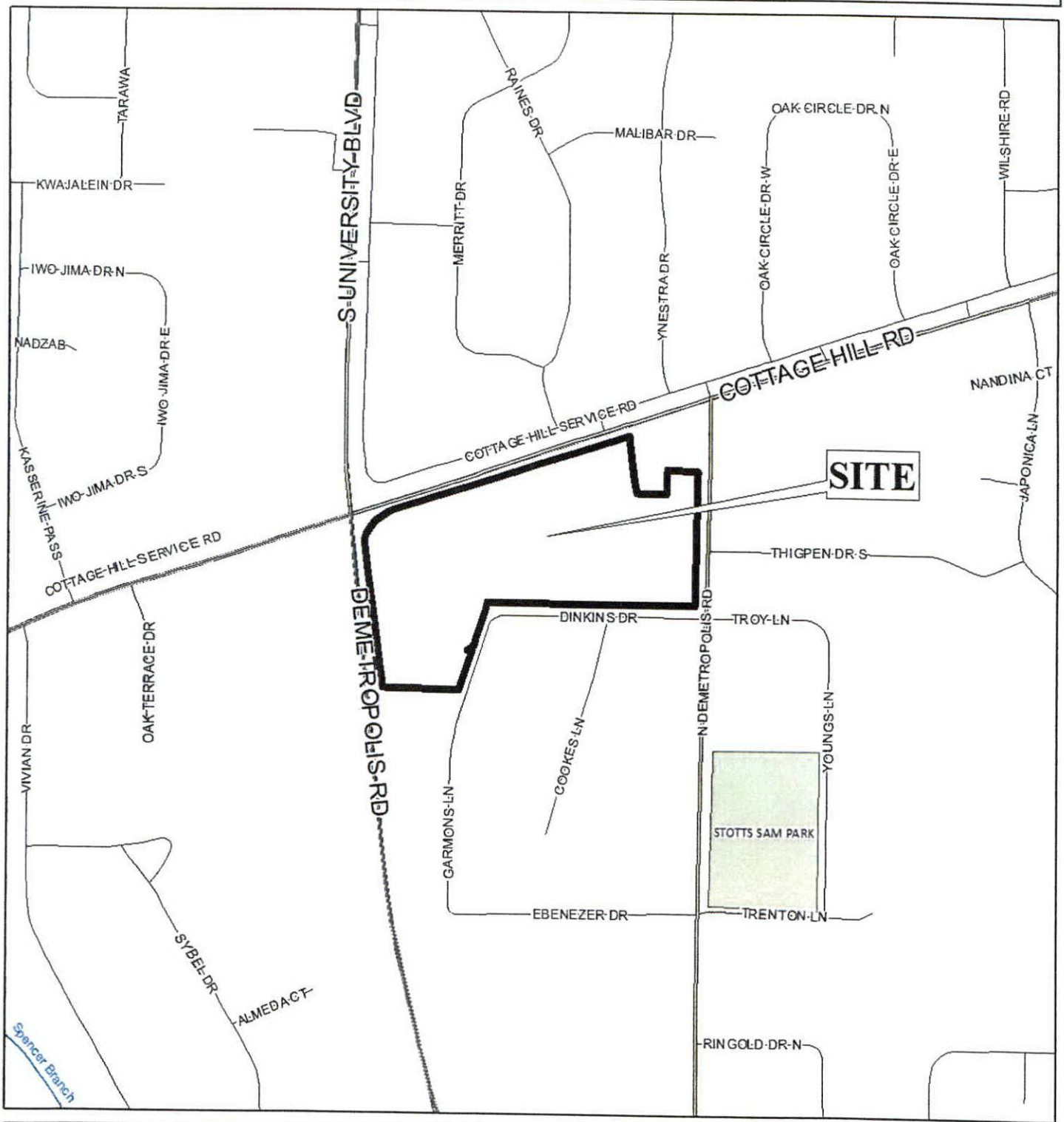
Planned Unit Development: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

Rezoning: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

LOCATOR MAP



APPLICATION NUMBER 8 DATE August 18, 2022

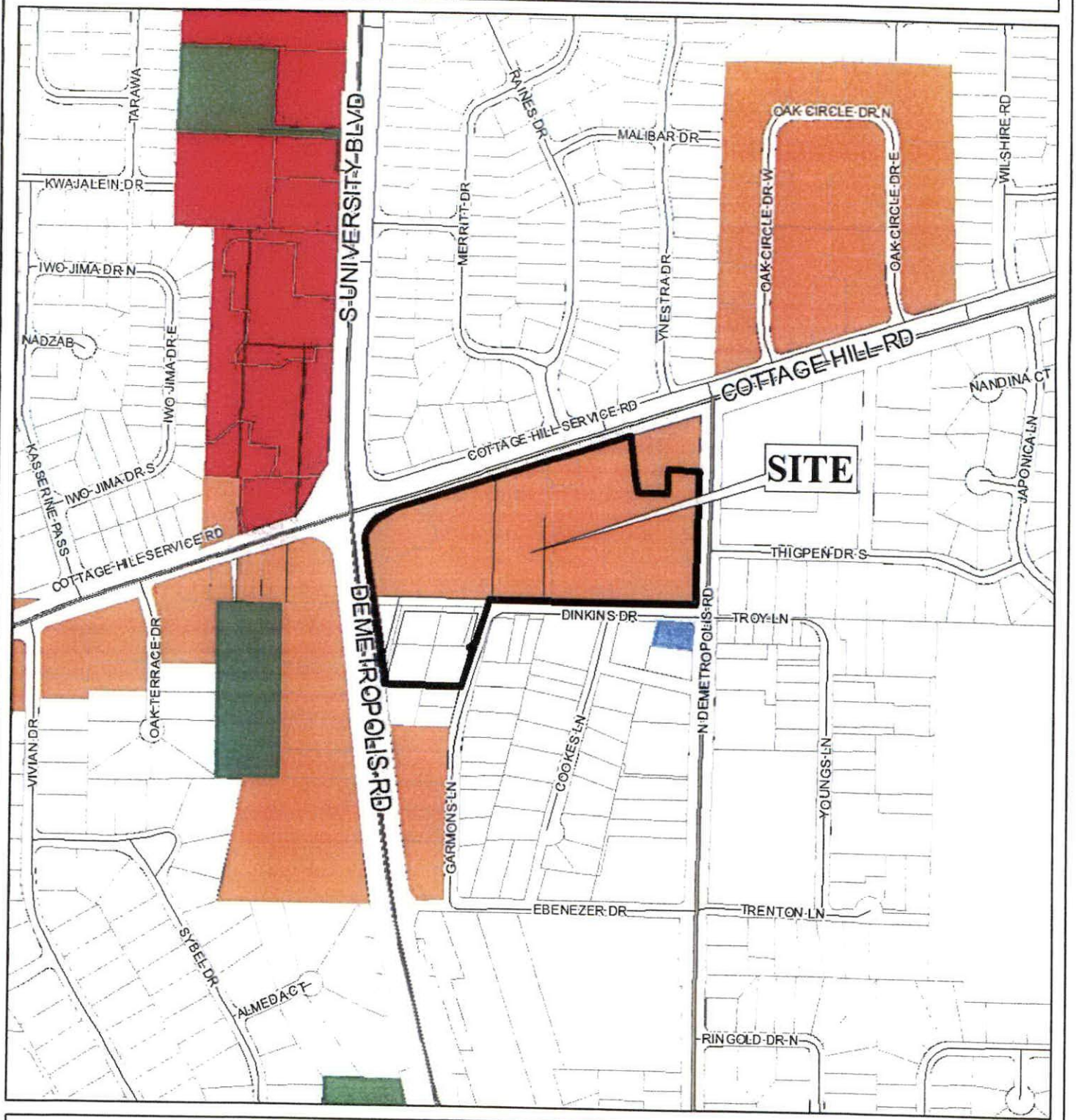
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N

NTS

LOCATOR ZONING MAP



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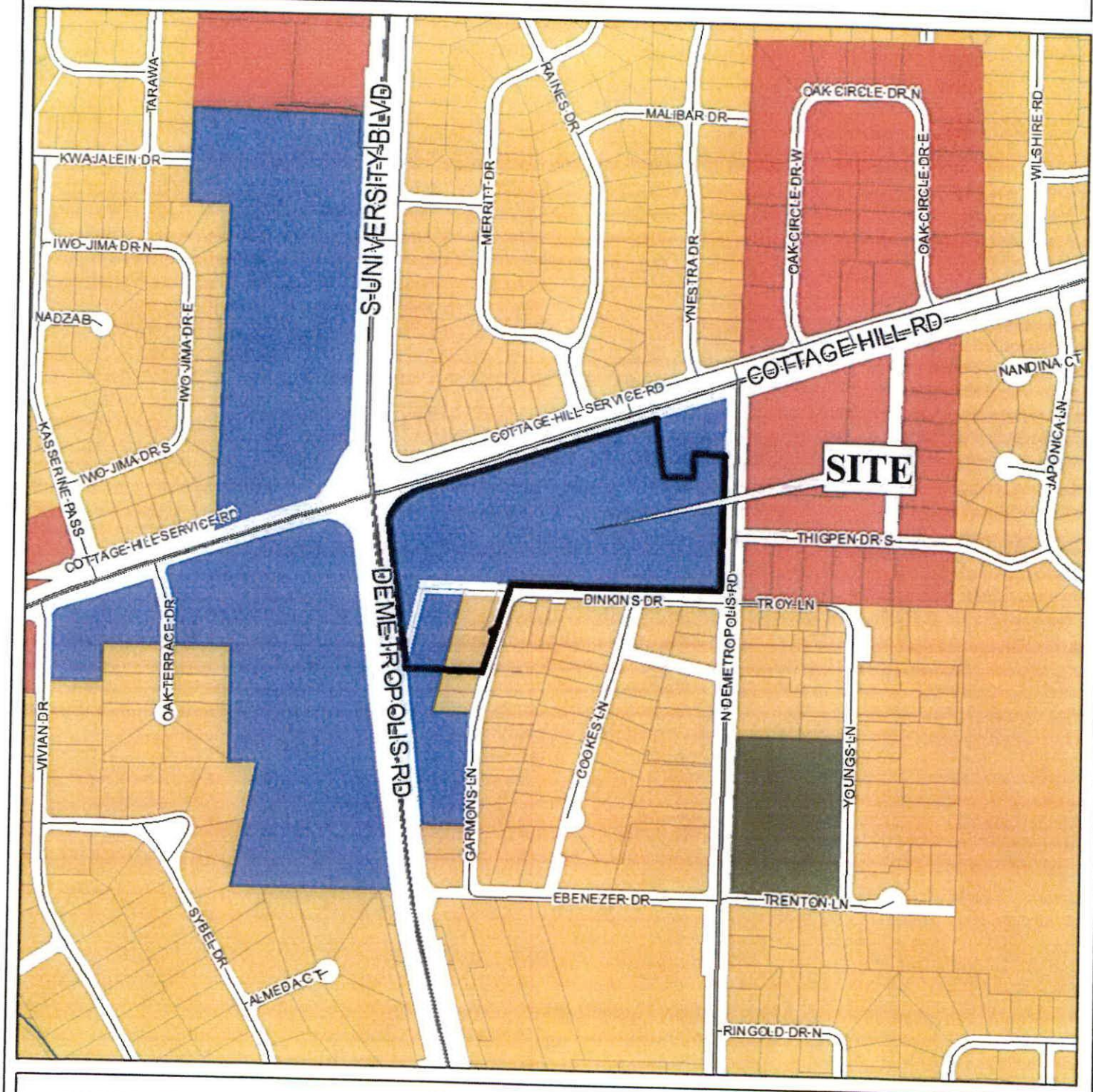
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N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE August 18, 2022

APPLICANT Cottage Village Shopping Center Subdivision

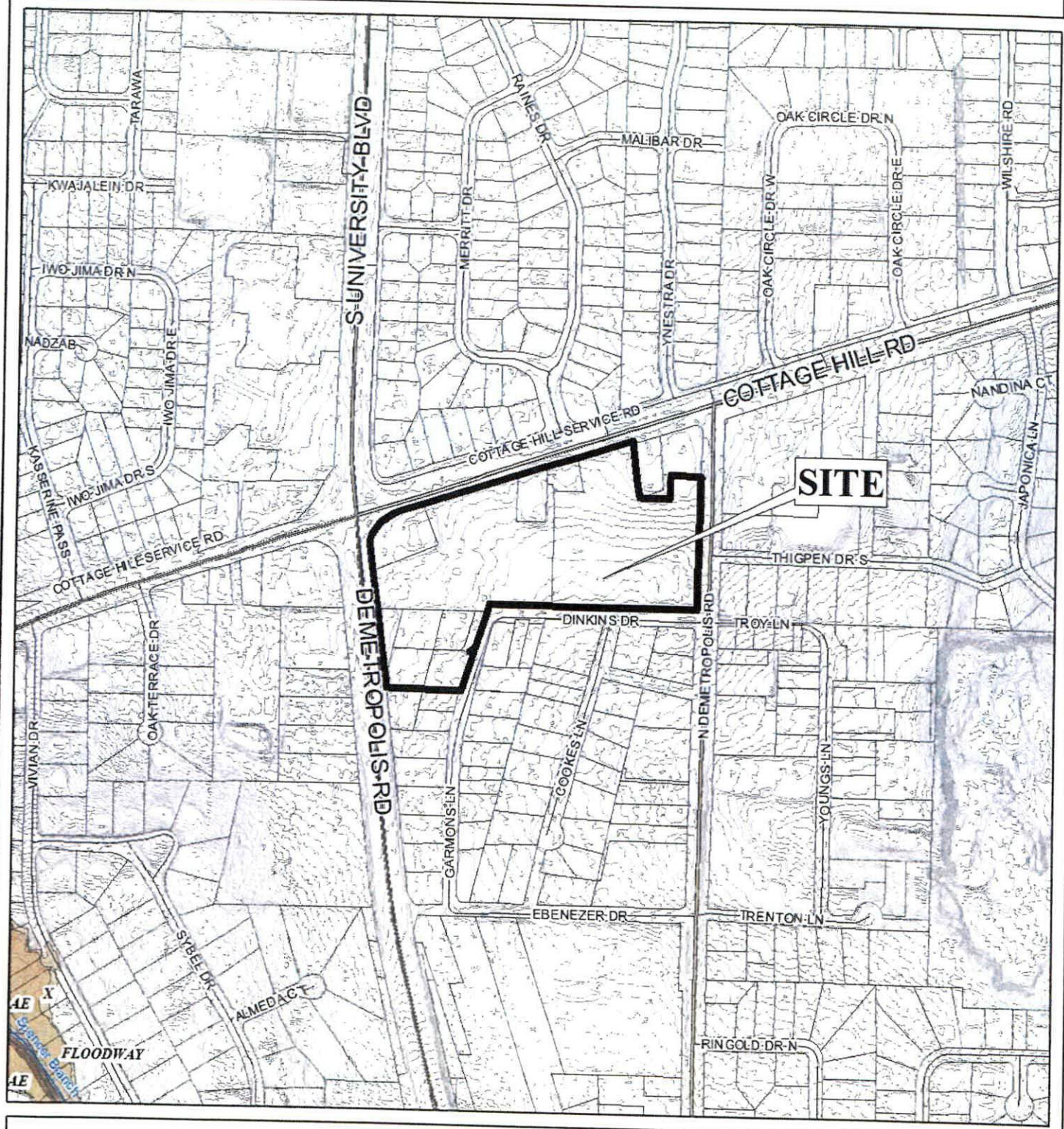
REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

- 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

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 8 DATE August 18, 2022

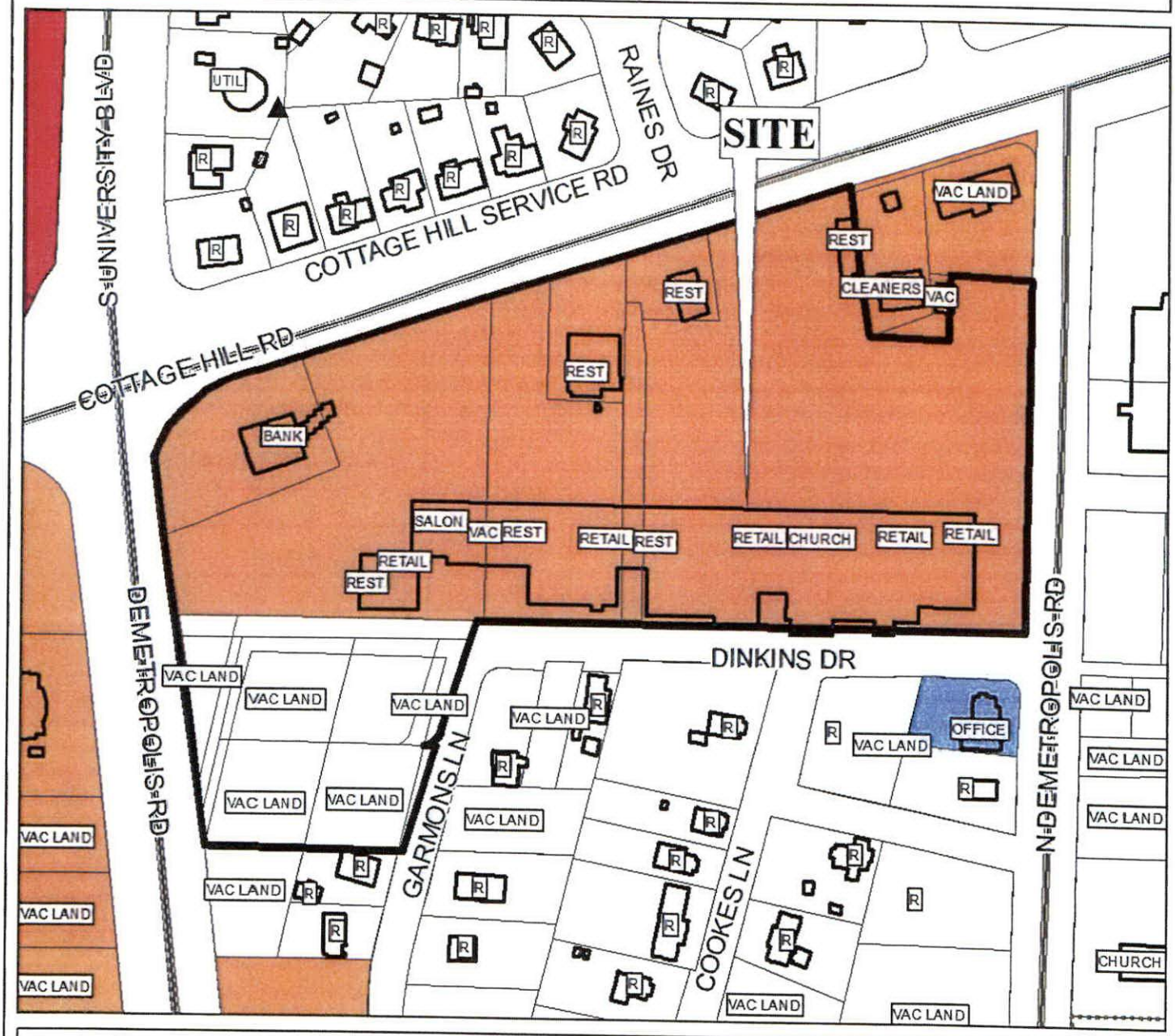
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PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units to the north and south.

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R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
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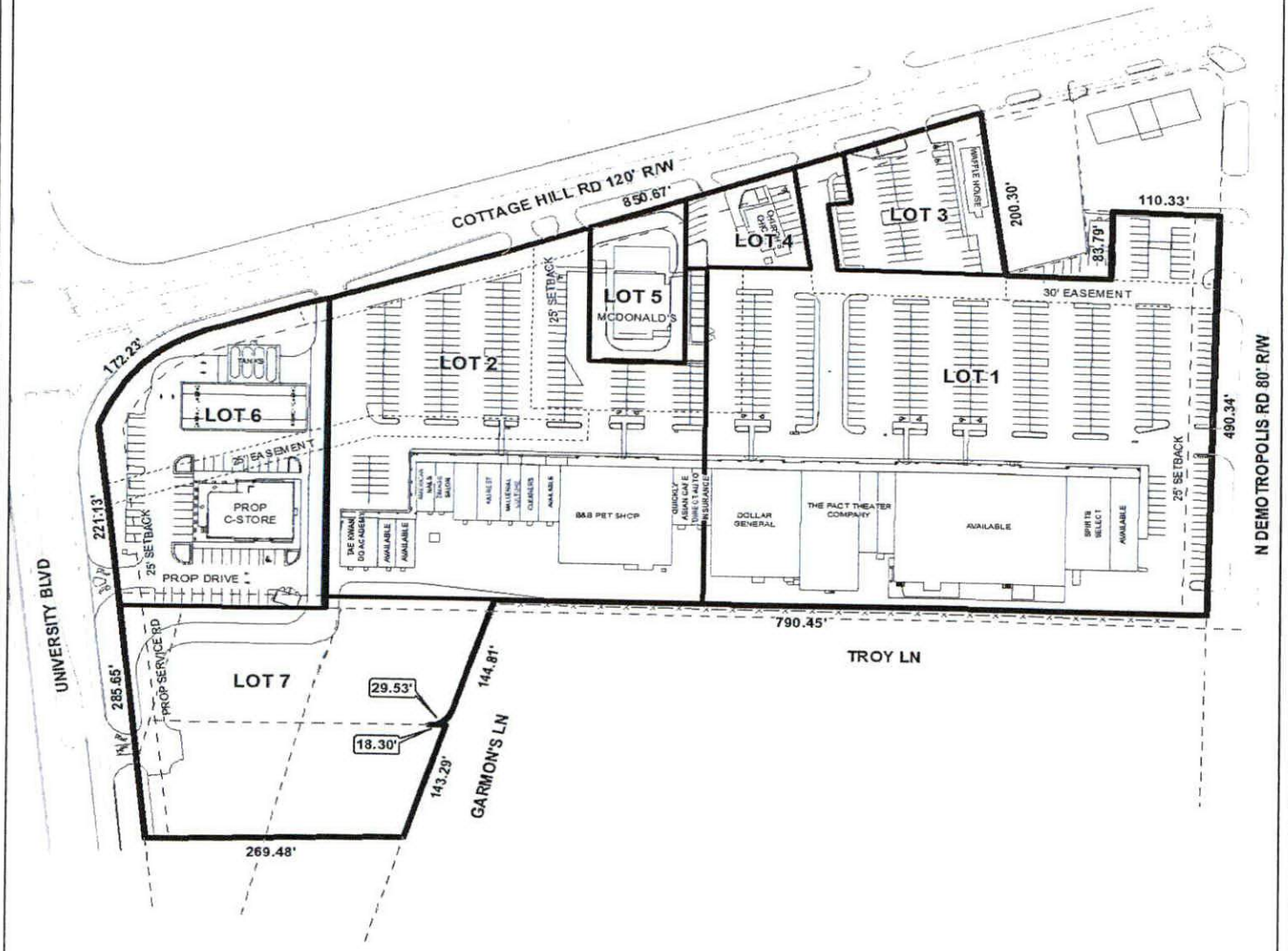
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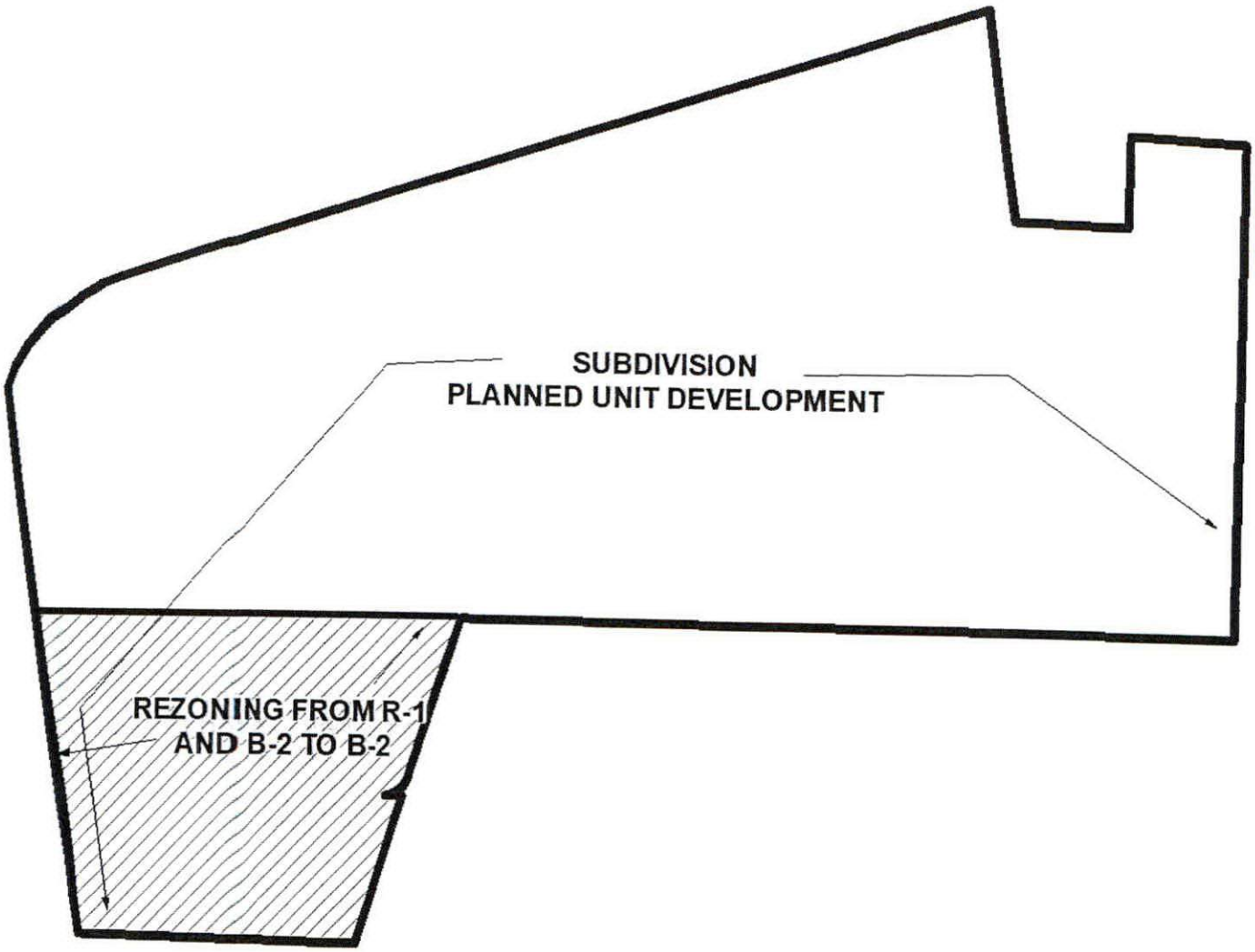
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DETAIL SITE PLAN



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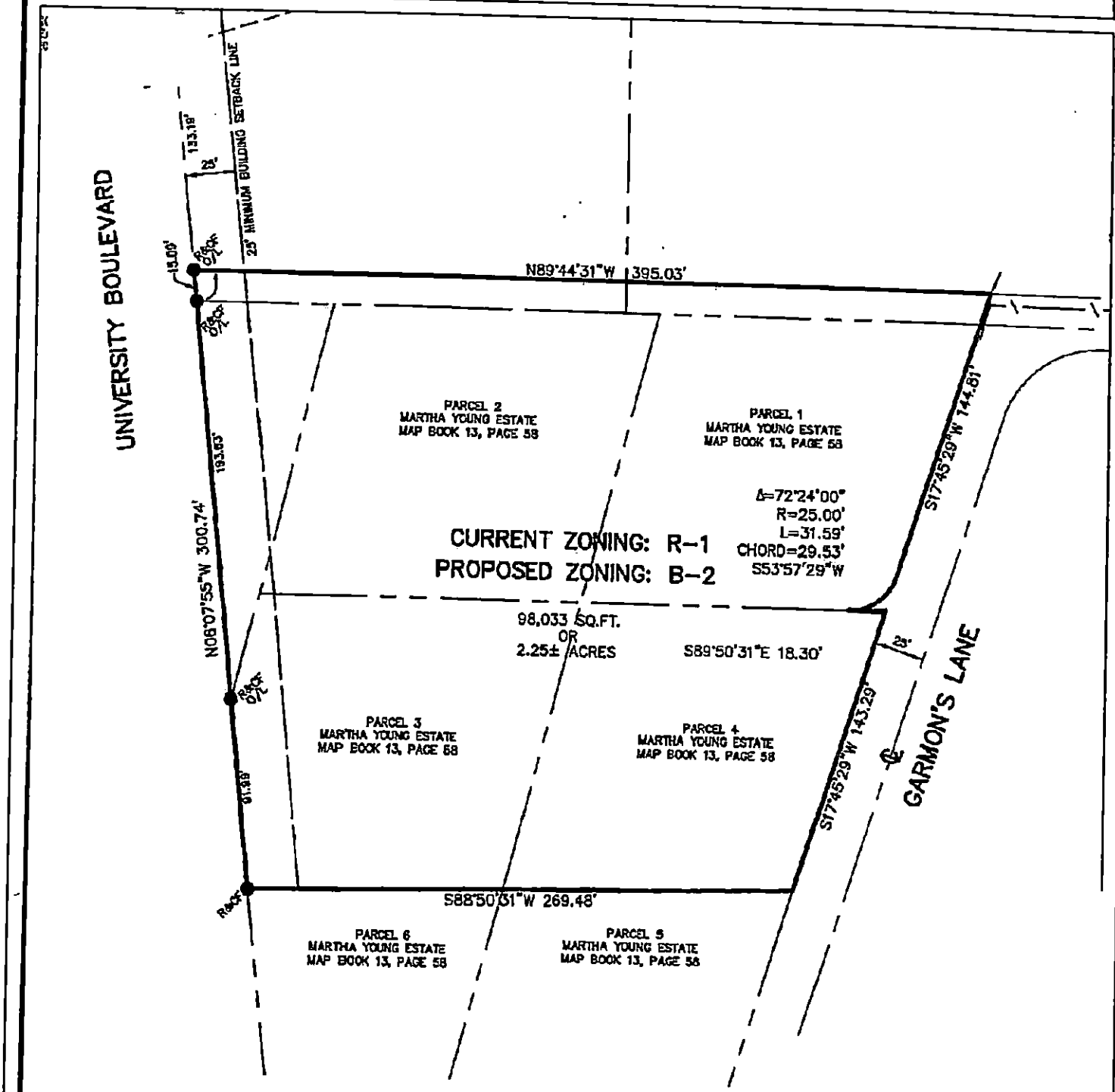
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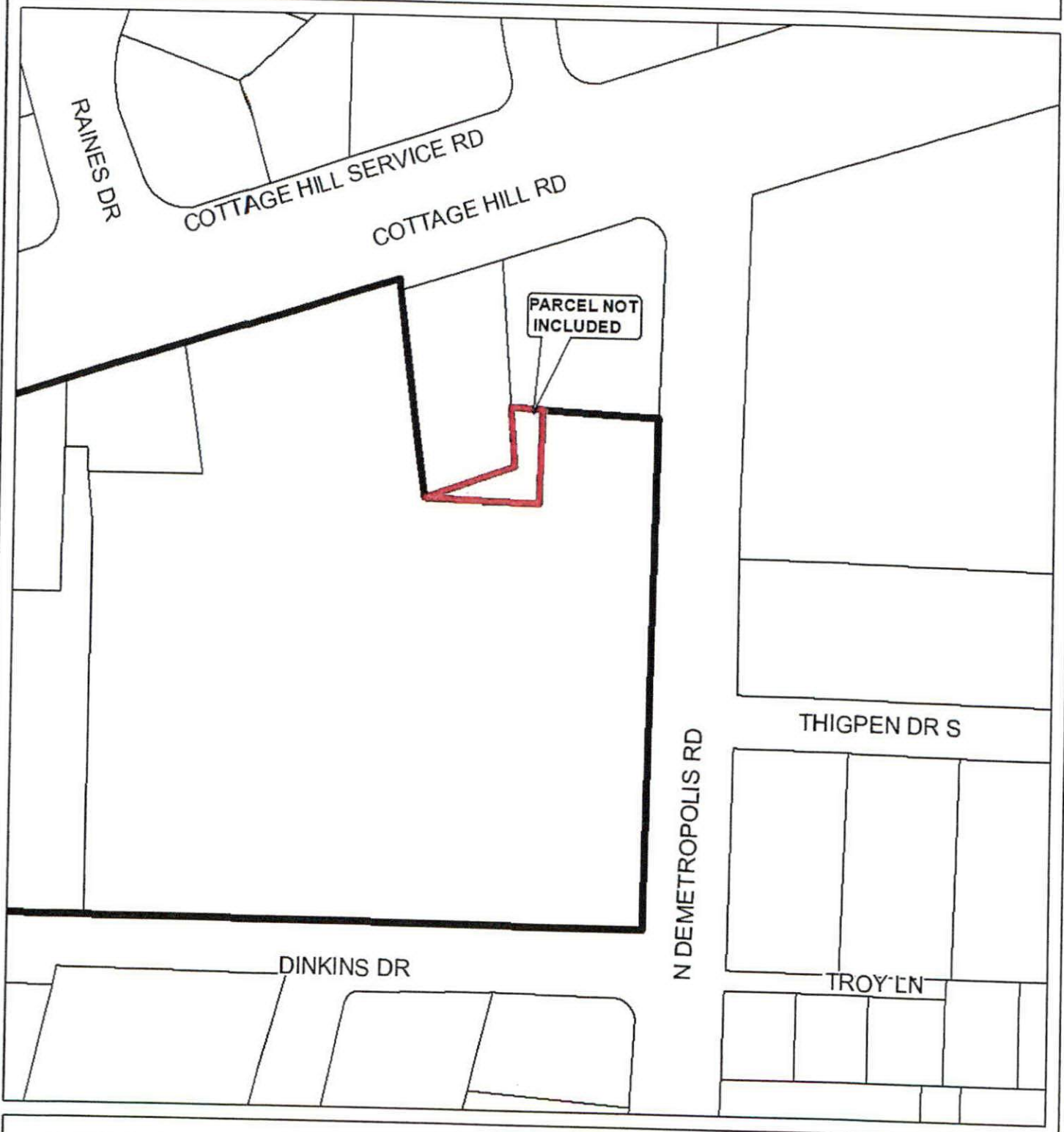
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NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Jones	Cover Memo	11/3/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/3/2022 - 11:02 AM

RESOLUTION

Sponsored by: Councilmember Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Dianne Jones is hereby re-appointed to the History Museum of Mobile Board, effective December 31, 2022 for a term ending December 31, 2025

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Sponsored by:

Councilmember Daves

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/3/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/3/2022 - 9:07 AM

R E S O L U T I O N

Sponsored by: Councilmember Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Restaurant Retail Liquor License
Submitted by:	Post Spring Hill, LLC
Location:	Post Crafter Cocktails and Wine Bar 4513 Old Shell Road Mobile, AL 36608

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5542

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 11.26.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

020 - RESTAURANT RETAIL LIQUOR

(Type of License)

TO: *POST SPRING HILL LLC*

Trade Name: POST CRAFTED COCKTAILS AND WINE BAR

Location: 4513 OLD SHELL ROAD MOBILE AL 36608

This business is located within the City's corporate limits.

Comments:
NEW
AGENDA DATE
11.08.2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant _____

Date applicant signed for this approval letter _____

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
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GINA GREGORY
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LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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AGENDA DATE
11.08.2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

MOBILE POLICE DEPARTMENT

PAUL O. PRINE
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Paul O. Prine
Chief of Police

From: _____
Captain Jonathan Lee
Commander, Special Investigation Section

Date: November 1, 2022

Re: Alcoholic Beverage License Application No. 5542
Post Spring Hill LLC
D/B/A: Post Crafted Cocktails and Wine Bar
4513 Old Shell Rd
Mobile, AL 36608
Matthew Lemond, Member
Jacob Peavy, Member

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation on the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a business that is named Post Crafted Cocktails and Wine Bar. The City of Mobile Revenue Department has advised no taxes are due at this time and the business license is being applied for along with their ABC application. The Underage Drinking Coordinator of the Mobile Police Department advised this location is currently in good standing.

It is my recommendation that the application be:

___✓___ APPROVED

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

11-2-2022

The mission of the Mobile Police Department is to be the safest city in America, with respect for everyone.

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **October 28, 2022**

Re: **Application # 5542 / 4513 Old Shell Rd Ste E5**

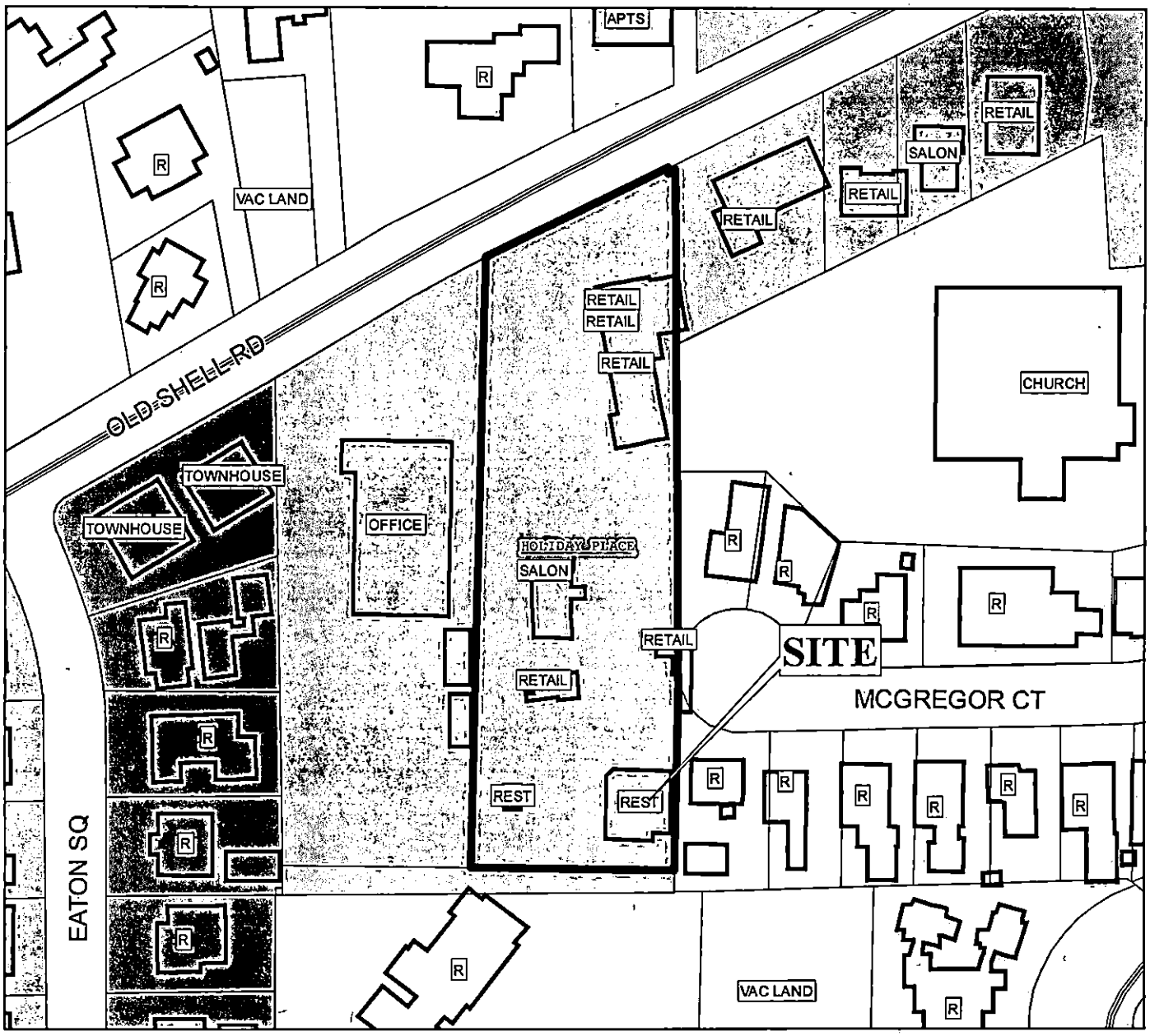
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a restaurant with retail liquor sales a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Zoning Ordinance.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District 5, Joel Daves (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5542 DATE NOVEMBER 8, 2022

APPLICANT POST SPRING HILL LLC

LOCATION 4513 OLD SHELL RD STE E5

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

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	

AGENDA DATE 11.08.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5542

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

POST SPRING HILL LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **020 - RESTAURANT RETAIL LIQUOR**
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *POST SPRING HILL LLC*

TRADE NAME: POST CRAFTED COCKTAILS AND WINE BAR

LOCATED AT: 4513 OLD SHELL ROAD MOBILE AL 36608

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☐ YES	☐ NO	☑	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: MATTHEW H LEMOND **PHONE#:** 504.701.2589

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 11.25.2022
Application No: 5542

Type License: ***020 - RESTAURANT RETAIL LIQUOR***

Type License: ***N/A***

Name of Applicant(s) ***POST SPRING HILL LLC***

Ownership: ***LLC***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
LEMOND, MATTHEW HOWARD AL 8528030	MEMBER	02.06.1985 NEW ORLEANS LA	
PEAVY, JACOB EDWARD AL 6687882	MEMBER	05.31.1981 MOBILE AL	

Corporate information: 001-021-247 (Enter book & page or document info) Date: 05.21.2022 (Incorporation or Authority) County: MOBILE

Trade Name ***POST CRAFTED COCKTAILS AND WINE BAR***

Location 4513 OLD SHELL ROAD MOBILE AL 36608

Mailing Address 571 DAUPHIN STREET MOBILE AL 36602
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? BAR / RESTAURANT

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)_____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)_____

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

YES ... INSIDER FOOD HALL - 518 DAUPHIN STREET 36602

POST - 571 DAUPHIN ST 36602 M O'DALY'S 564 DAUPHIN 36602 M

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If YES, explain in Law violation Section) **Signature of applicant**_____

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED**_____

COUNTY OF **MOBILE** **TITLE** MEMBER **DATE**_____

The undersigned POST SPRING HILL LLC dba POST CRAFTED COCKTAILS & WINE BAR - MATTHEW H LEMOND
(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

Signature of Affiant

Sworn to and subscribed before, me this 25th day of October Year 2022

R Shawn Skinner
SIGNATURE OF NOTARY

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person MATTHEW H LEMOND E-mail: MATT@POSTDRINKS.COM

Phone Number: Home: 504.701.2589 Cell: 504.701.2589 Bus: 504.701.2589

Do the premises have a fully equipped and operational kitchen? *YES*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *YES*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 69 License premises includes patio area *YES*

Square Footage 2600

License covers: *ENTIRE STRUCTURE*

License Structure: *SINGLE STRUCTURE*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE) .

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
MATTHEW H LEMOND	NONE		
JACOB E PEAVY	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant:

Lease /Property Ownership

Name of Property Owner/Lessor: 4513 LLC - JOHN GOODLOE 251.442.2688

Address of Property Owner/Lessor: 55 MIDTOWN PARK EAST MOBILE AL 36606

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) M

Business License & Taxes

Bill Detail

View Bill

Bill Year	2022
Bill Number	1409417
Owner Name	POST CRAFTED COCKTAILS AND WINE BAR

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$0.00
Total Unpaid Balance			$50.00
TOTAL DUE			$50.00

Add to Cart

©2022 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

030649-0022 SHAWN S. 10/25/2022 09:03AM

BUSINESS LICENSE
POST CRAFTED COCKTAILS AND WINE BAR
123492
2022 Item: 1409417
ALCOHOL APPLICATION
FEE 50.00

50.00

Subtotal 50.00
Fee: CC FEE 1.50
Total 51.50

CREDIT CARD 51.50
Ref Number APPR 04716G - 0731

Change due 0.00

Paid by: POST CRAFTED COCKTAILS AND WINE BAR

Thank you for your payment

CUSTOMER COPY

CITY OF MOBILE REVENUE
205 GOVERNMENT ST
MOBILE, AL 36644-0001
251-208-5880

SALE

REF#: 00000001
Batch #: 659
10/25/22 09:01:56
APPR CODE: 04716G
Trace: 1
VISA Chip
**********0731 **/**

AMOUNT $51.50

APPROVED
X
LEMOND/MATTHEW

CAPITAL ONE VISA
AID: A0000000031010
TVR: 00 80 00 80 00
TSI: F8 00

CARDHOLDER ACKNOWLEDGES RECEIPT OF GOODS AND/OR SERVICES IN THE AMOUNT OF THE TOTAL SHOWN HEREON

THANK YOU

MERCHANT COPY

CITY OF MOBILE REVENUE
205 GOVERNMENT ST
MOBILE, AL 36644-0001
251-208-5880

SALE

REF#: 00000001
Batch #: 659
10/25/22 09:01:56
APPR CODE: 04716G
Trace: 1
VISA Chip
**********0731 **/**

AMOUNT $51.50

APPROVED

INFORMATION SHEET

Contact Person: MAX LEMOND Phone #: 504.701.2589

Business Name: POST CRAFTED COCKTAILS & WINE BAR

Corporation Name: POST SPRING HILL, LLC

Business Address: 4513 OLD SHELL RD. MOBILE, AL 36608

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. _____ County MOBILE :
(Enter book and page or document info)

Date 5.21.22
(Incorporation or Authority)

Is business equipped with table & chairs? YES Building seating capacity; _____

Does the premises have a fully equipped and operational kitchen? YES

Is the place of business habitually used to serve food to the public? YES

If not kitchen equipped, is any type of food served? _____ If yes explain:

Square Feet of building 2000

For a SPECIAL EVENT, list dates: from _____ to _____.
Type of Event _____.

IF OPERATING AS A PRIVATE CLUB:

⇒ Does club charge & collect dues from elected members? _____
⇒ How many paid-up members are there in the Club? _____
⇒ Are regular meetings held? _____ If so, when? _____
⇒ Is business conducted through officers regularly elected? _____
⇒ Are members admitted by written application, investigation & ballot? _____
⇒ For what purpose is the Club organized & operated. Social ____; Patriotic ____; Political ____; Athletic ____.
⇒ Does the property used, as well as the advantages, belong to all the members? _____
⇒ Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served? ____
⇒ Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership? _____.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): POST SPRING HWY LLC
Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* (✓) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) MATTHEW LEVAN LEVAN

Social Security #: [redacted] Race: CAUCASIAN Sex: (✓)M ( )F

Driver License#: [redacted] State AL

Title (*i.e. Owner, President, Member*) MEMBER

Date of Birth 02 / 06 / 85

Place of Birth JEFFERSON LA USA
County PARISH *State* *Nation*

Present Address: [redacted] 36606
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 7 yrs Home# N/A Cell#: [redacted]

****

Full Name (*First, Middle, Last*) JACOB EDWARD PERRY

Social Security #: [redacted] Race: CAUCASIAN Sex: (✓)M ( )F

Driver License#: [redacted] State AL

Title (*i.e. Owner, President, Member*) MEMBER

Date of Birth 05 / 31 / 1981

Place of Birth MOBILE AL USA
County *State* *Nation*

Present Address: 104 SPOST CT MOBILE AL 36608
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 1 yr Home# N/A Cell#: [redacted]

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20221017144323204

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: POST CRAFTED COCKTAILS AND WINE BAR **Filing Fee:** $50.00

Applicant: POST SPRING HILL LLC **Transfer Fee:**

Location Address: 4513 OLD SHELL RD MOBILE, AL 36608

Mailing Address: E, AL 36606

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001021247

Do you sell Draft Beer?:

Date Incorporated: 05/21/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 05/21/2022

Federal Tax ID: 88-2461257 **Alabama State Sales Tax ID:** R011478649

Name:	Title:	Date and Place of Birth:	Residence Address:
JACOB EDWARD PEAVY 6667882 - AL	MEMBER	05/31/1981 MOBILE	
MATTHEW HOWARD LEMOND 8528030 - AL	MEMBER	02/06/1985 NEW ORLEANS LA	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: MATT LEMOND
Business Phone: 504-701-2589
Fax:

Home Phone: 504-701-2589
Cell Phone: 504-701-2589
E-mail: MATT@POSTDRINKS.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221017144323204

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: JOHN GOODLOE 251-442-2688
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2600 Display Square Footage:
Building seating capacity: 69 Does Licensed premises include a patio area? YES
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221017144323204

Initial each — **Signature page**

Initial	
ML	In reference to law violations, I attest to the truthfulness of the responses given within the application.
ML	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
ML	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XXX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of licnse, and to observe the special terms and conditions as indicated within the application.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
ML	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
ML	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
ML	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): MATT LEMOND

Signature of Applicant: [signature]

Notary Name (print): Mary Anne Killion

Notary Signature: [signature]

MARY ANNE KILLION NOTARY PUBLIC ALABAMA STATE AT LARGE My Commission Expires 2/15/2026

Commission expires: 2-15-26

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

Alabama Alcoholic Beverage Control Board
Application Checklist

Trade Name:	POST CRAFTED COCKTAILS AND WINE BAR	Applicant:	POST SPRING HILL LLC
Location:	4513 OLD SHELL RD MOBILE AL 36608	License Type:	020
Contact:	MATT LEMOND	ABC Staff:	S/ DURHAM
Telephone:	507-701-7589	Date:	10/17/2022

IMPORTANT NOTE: Applicants must provide all the items (if applicable) below before the ABC license can be issued.

1.	X	FILING FEE	$50.00		
2.	N/A	Transfer Fee			
3.	N/A	Application			
4.	N/A	Transfer Agreement			
5.	N/A	Current ABC License & Current Owner Driver License			
6.	N/A	Current ABC Licensee's Liquor Liability Insurance			
7.	X	Lease			
	X	Is the correct Applicant's name on the lease/deed?			
	X	Is the Address correct on the lease/deed?			
	X	Are the Terms of the lease clear?			
	X	Is the lease/deed signed?			
8.	X	Corporation/LLC/LLP/Partnership Agreement/Association			
9.		List of Members			
10.	X	IRS Employer Identification Number (EIN)			
11.	X	Alabama Dept of Revenue State Sales License			
12.	X	Sketch (On-premise consumption & packages store only)			
13.	N/A	City of Mobile Ordinance			
14.		Restaurant Menu			
15.	X	Restaurant Memorandum of Understanding			
16.	X	Rules & Regulations/Title 28			
17.	N/A	Copy of Tobacco Regulation			
18.	X	Filing/Transfer Fee Acknowledgement	10/24/2022		
19.	X	Instructions to License			
20.	X	Person in Charge Sign			
21.	N/A	Club Liquor Class I and II License Only			
	n/a	Corporation/LLC/LLP			
	n/a	Bylaws			
	n/a	Membership List			
	n/a	Compliance Checklist			
22.	X	X			
		Identification/Photograph			
23.	X	Identification (DL, State / Military ID or US Passport-color copy)			
	X	Officer/Member 1			
	X	Officer/Member 2			
24.	X	Proof of Citizenship (Perm Res Card, Naturalization Cert, US Passport-color copy, Birth Certificate)			
	x	Officer/Member 1			
	X	Officer/Member 2			
25.	X	Background check			
	X	Officer/Member 1			XXXXXXXXXX
	X	Officer/Member 2			
26.		Co Health Dept. Permit/Inspection (On-premise lic			
27.	N/A	City Business License (Required for tobacco only			
28.		Insurance			
29.	N/A	Current Owner Insurance			
30.		*License Fee	$600.00		
31.		City/County Approval			

Application expires on February 17, 2023

sandy.durham@abc.alabama.gov

Before October 24, 2022 Contact

Shawn Skinner
City of Mobile Revenue Dept
205 Government St, 2nd Floor S. Tower
Mobile, AL 36602
251-208-7865

** Make personal or business checks payable to: Alabama ABC Board.*
Credit or debit cards accepted (Visa, Master Card, Discover or American Express). All fees are electronically transacted through Alabama Interactive.

ABC INSPECTOR USE ONLY

n/a Save Program _____ *Photograph Location*

Alabama ABC Board Licensing Compliance
5660 Highway 90 W, PO Box 261, Theodore, AL 36590 Phone (251) 653-0015. Fax (251) 653-6622
www.abc.alabama.gov

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE." beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
N/A				

I certify that the above information is correct and true.

MEMBER

Signature & Title

Date: 10.17.22

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: JOHN LOVELACE

(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 4513 OLD SHELL RD, MOBILE, AL 36608

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

FORM A

Name: MATT LEMOND Account #

Business Name: POST SPRING HILL, LLC

Business Location and Tax ID No.: 4513 OLD SHELL RD. 88-2461257

For Official Use Only	FORM A
Citizenship status confirmed by	Date

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☑ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, MATT LEMOND *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 10.23.22

Declarant's Signature

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   POST Spring Hill, LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): Matthew LeMond

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   10 Houston St. Mobile, AL 36606

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-021-247 DLL

Date	05/21/2022
Time	21:02:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 5 / 21 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 9 : 2 ○ AM or ◉ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

5 / 21 / 2022
Date (MM/DD/YYYY)

Matthew LeMond
Signature as required by 10A-5A-2.04

managing member
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

List of Current Member(s) of POST SPRING HILL LLC

The following is the List of Member(s) of POST SPRINGHILL LLC

NAME	TITLE
MATTHEW LEMOND	MEMBER
JACOB PEAVY	MEMBER



MATTHEW LEMOND
MEMBER

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

POST Spring Hill, LLC

This name reservation is for the exclusive use of Matthew LeMond, 10 Houston St., Mobile, AL 36606 for a period of one year beginning May 21, 2022 and expiring May 21, 2023

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

May 21, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES024534

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 05-24-2022

Employer Identification Number:
88-2461257

Form: SS-4

Number of this notice: CP 575 A

POST SPRING HILL LLC
POST ON THE HILL
% MATTHEW LEMOND MBR
10 HOUSTON ST
MOBILE, AL 36606

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-2461257. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	10/31/2022
Form 940	01/31/2023
Form 1065	03/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2022

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

POST SPRING HILL LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011478649	08/1/2022	12/31/2022

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 722410

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

4315 OLD SHELL RD MOBILE AL 36608-2010

ES

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an RESTAURANT LIQUOR SERVING ALCOHOL
(Type of business)

POST SPRING HILL, LLC
(Name of applicant whether individual, corporation, etc.)

4513 OLD SHELL RD. MOBILE, AL 36608
(Location address for application)

Mobile City | AL State | 36608 Zip

2000
(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

****

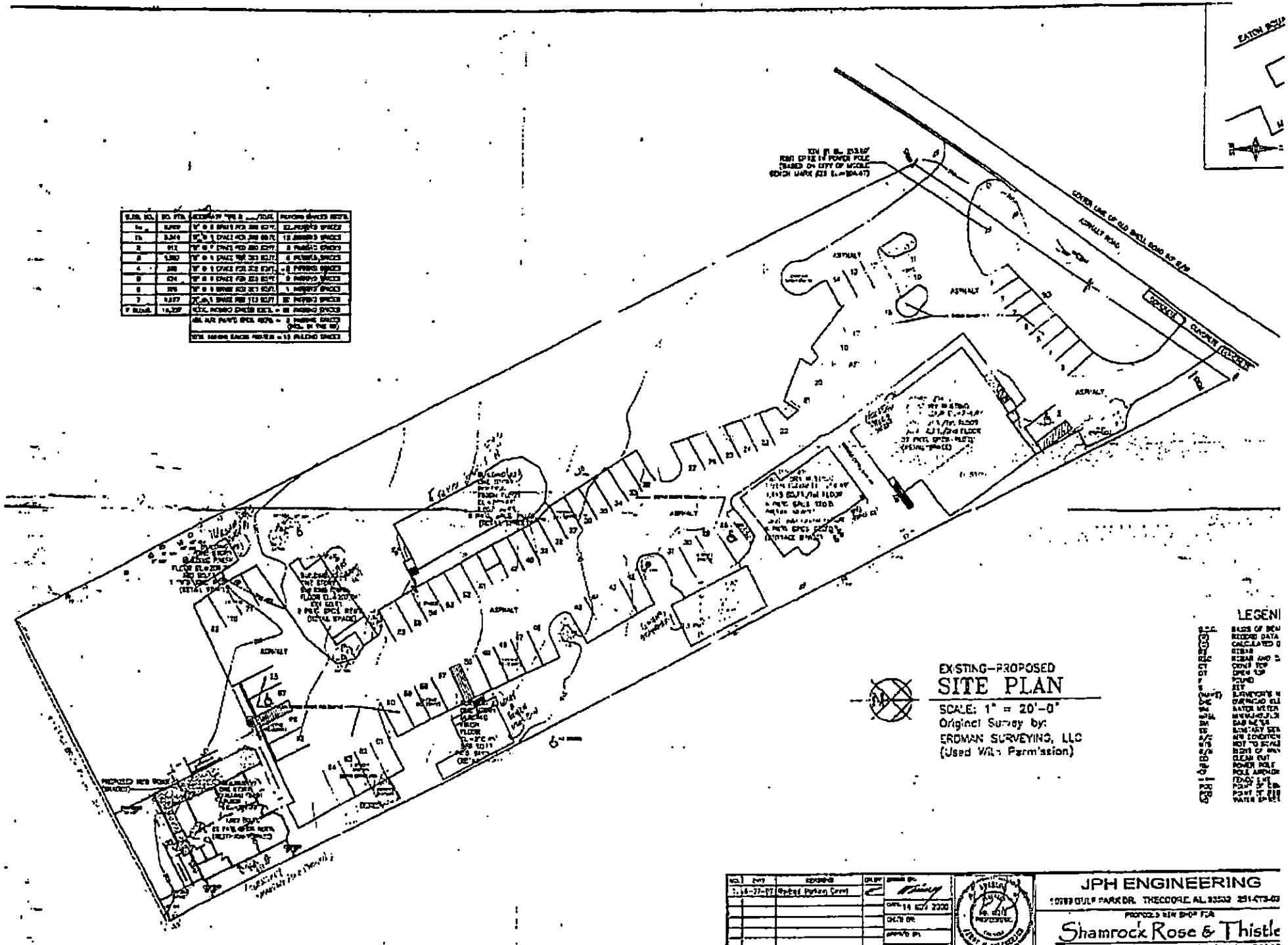
URBAN DEVELOPMENT DEPARTMENT

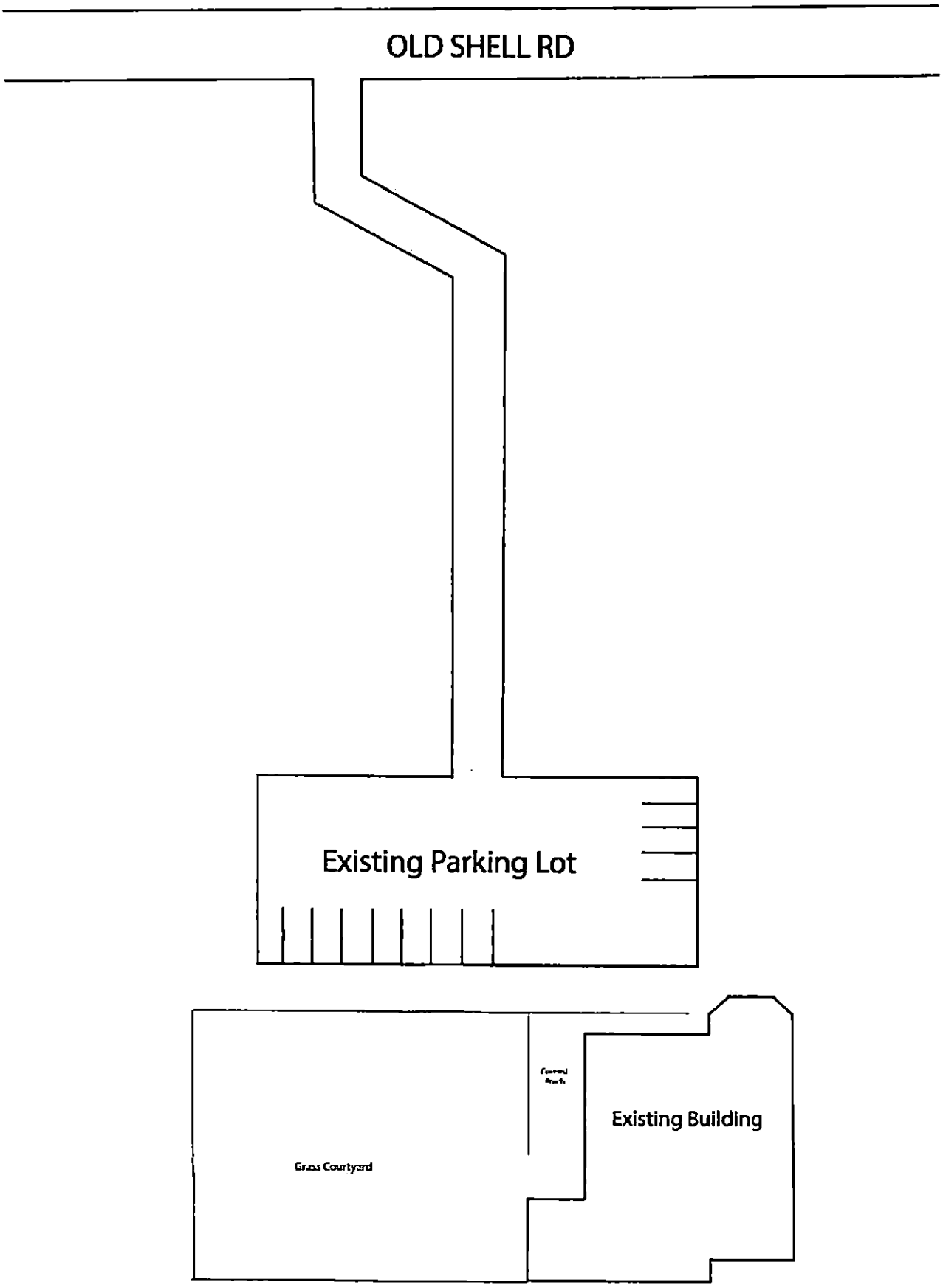
Zoning B-2 Parking Provided 72

Parking Required 20 Compliance: X Yes _____ No

A. Logan Anderson
(Signed by Urban Development Dept)

10/26/2022
Date

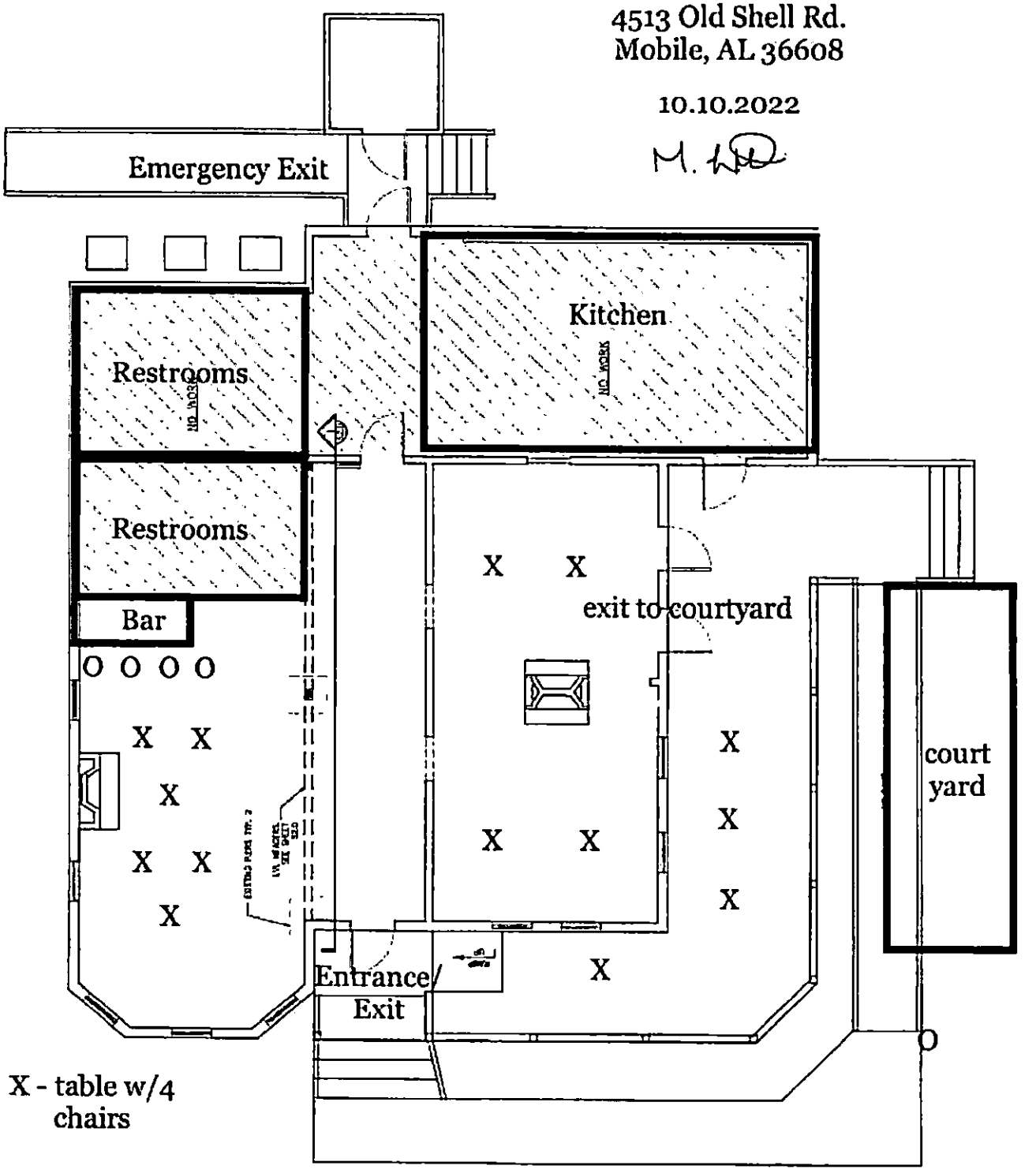

EXISTING–PROPOSED
SITE PLAN
SCALE: 1" = 20'-0"
Original Survey by:
ERDMAN SURVEYING, LLC
(Used With Permission)
JPH ENGINEERING
Shamrock Rose & Thistle
4513 Old Shell Rd.
Mobile, AL 36608
ASPHALT
LEGEND


OLD SHELL RD
Existing Parking Lot
Existing Building
Grass Courtyard

POST Crafted Cocktails & Wine Bar
4513 Old Shell Rd.
Mobile, AL 36608

10.10.2022

M. [illegible]



LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE.** State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

4513 Old Shell Road Mobile, AL 36608
Suite 5E

The above described property is ( ) owned, (X) leased, ( ) sub-leased, or otherwise surrendered to Post Spring Group, LLC who has applied for an Alabama Alcoholic Beverage License at the above location.

Sworn to and subscribed before me this 17 day of October, 2022.

Heather M. Cummings — Notary Public

3-18-25 — My Commission Expires

Property Owner — 10-17-22 — Date

Licensee — 10.19.22 — Date

10

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made this 17 day of May, 2022 and entered into by and between **4513 LLC , Alabama Limited liability Company, as agent of the owners,** (the "Landlord", whether one or more), and Post Springhill LLC, **Alabama Limited Liability Company** (the "Tenant", whether one or more).

WITNESSETH:

In consideration of Tenant's obligation to pay rent, and of the other terms, covenants, and conditions, contained herein, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord the Premises, described herein. **TO HAVE AND TO HOLD** all and singular, said Premises and improvements, together with the rights, privileges, and appurtenances thereto, belonging unto said Tenant for the term described herein.

ARTICLE I. PREMISES.

A. THE PREMISES. The leased premises (the "Premises") are the real property, together with improvements thereon, commonly known as a freestanding structure, adjoining courtyard and dumpster enclosure and shown on the attached Exhibit "A".

B. CONDITION OF PROPERTY. Tenant accepts the condition of the Premises, in "as is" condition, subject to any requirements relating to construction by Landlord or the condition of the premises contained in Exhibit "B" attached hereto.

C. PARKING. Tenant will have reasonable use of on-site parking.

ARTICLE II. TERM OF LEASE.

A. ENTRY PRIOR TO COMMENCEMENT DATE. Any entry onto or use of the Premises prior to the Commencement Date shall be governed by all of the terms, covenants, and conditions of this Lease.

B. COMMENCEMENT DATE AND LEASE TERM. The Commencement Date shall be as provided for on Exhibit "C- 1", attached hereto and incorporated herein. The term of the Lease shall begin on the Commencement Date and shall continue for the number of years provided for in Exhibit "C-1", provided that if said Commencement Date shall not occur on the first day of the calendar month, then the last day of the Lease Term shall be calculated from the first day of the calendar month next following the Commencement Date.

C. SURRENDER. Promptly on the expiration of the term of this Lease or earlier termination of this Lease, Tenant shall peaceably and quietly leave, surrender, and yield to Landlord the Premises, broom-clean and in good condition, reasonable wear and tear and casualties provided for in Article IX herein excepted. Further, Tenant shall surrender all keys to the Premises at the place then fixed for the payment of rent.

EXHIBIT "B"	--	Condition of Premises
EXHIBIT "C"	--	Lease Term
EXHIBIT "C-1"	--	Rental Rates
EXHIBIT "D"	--	Permitted Use and Trade Name
EXHIBIT "F"	--	Insurance Certificate

Executed by Landlord the 22 day of May, 2022

JG
ML

Witness

By: _____
John R. Goodloe III
Manager 4513 LLC

Witness

ADDRESS: 55 Midtown Park East
Mobile, AL 36606

Executed by Tenant the 13 day of May, 2022.

~~ADD~~ POST SPRING HILL LLC

ML

By: _____
As its _____

Witness

MAILING ADDRESS: _____

SHIPPING ADDRESS: _____

ML
(Initial)

AGREEMENT TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that I will post and maintain said sign and remove the sign after the application is considered by the City.

10/17/22
Date

Owner of Property (Signature)

4513, LLC / John R. Goodlue, Manager
Print Name of Property Owner

4513 Old Shell Road, Suite 200
Address

Mobile AL 36608
City State Zip

I agree that I will not remove or discard the sign until after the application is considered by the City of Mobile council.

10.17.22
Date

Applicant's Signature

MATT LEMOND
Print Name of Applicant

36606
Zip

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5542
Business Name	POST SPRING HILL LLC
Company DBA	POST CRAFTED COCKTAILS AND WINE BAR
Business Address	4513 OLD SHELL ROAD STE
License Type	020 - RESTAURANT RETAIL LIQUOR
Post Date	10.25.2022
Agenda Meeting Date	11.08.2022

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

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	11/3/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/3/2022 - 9:10 AM

R E S O L U T I O N

Sponsored by: Councilmember Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Shivji Operating, LLC
Location:	Shivji Store 65 North Cody Road Suite E Mobile, AL 36608

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5530

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 10.24.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

050 - RETAIL BEER (OFF PREMISES ONLY)
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

(Type of License)

TO: *SHIVJI OPERATING LLC*

Trade Name: SHIVJI STORE

Location: 65 NORTH CODY CODY STE E MOBILE AL 36608

This business is located within the City's corporate limits.

Comments:
NEW
AGENDA DATE
11.08.2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
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Comments:
NEW
AGENDA DATE
11.08.2022

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Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

MOBILE POLICE DEPARTMENT

PAUL O. PRINE
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Paul O. Prine
Chief of Police

From: _____
Captain Jonathan Lee
Commander, Special Investigation Section

Date: November 1, 2022

Re: Alcoholic Beverage License Application No. 5530
Shivji Operating LLC
D/B/A: Shivji Store
65 North Cody Rd Ste E
Mobile, AL 36608
Yogesh Gulab, Member

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation on the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a business that is named Shivji Store. The City of Mobile Revenue Department has advised although this is a new application, all taxes have been reported and paid for Shivji Store and their business license is current. The Underage Drinking Coordinator of the Mobile Police Department advised this location is currently in good standing.

It is my recommendation that the application be:

__✓__ APPROVED

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

Paul O. Prine
11-2-2022

The mission of the Mobile Police Department is to be the safest city in America, with respect for everyone.

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

From: **Logan Anderson** L. Logan Anderson
Principal Planner

Date: **October 24, 2022**

Re: **Application # 5530 / 65 Cody Rd N Ste E**

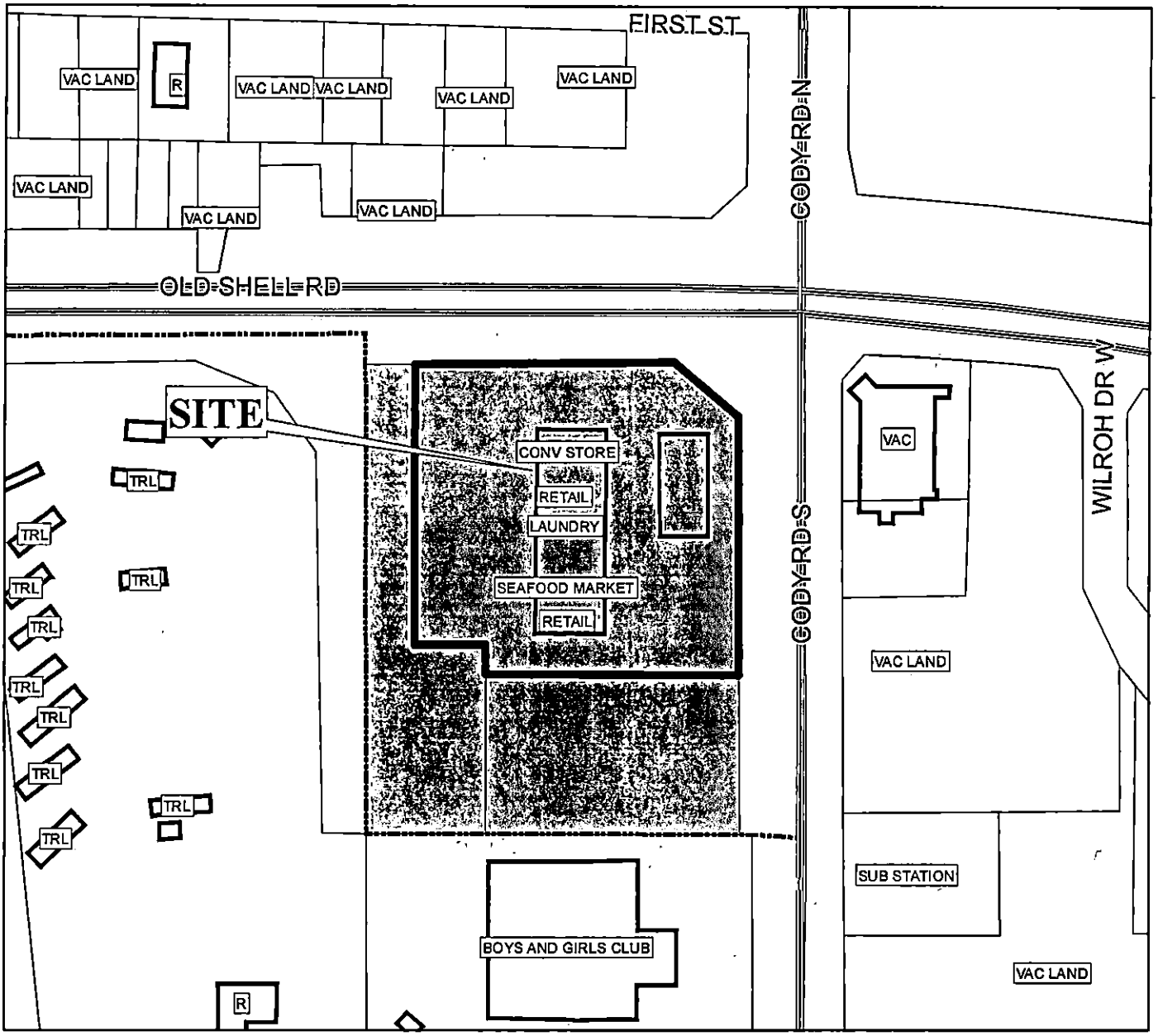
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Zoning Ordinance.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District 7, Gina Gregory (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5530 DATE NOVEMBER 8, 2022

APPLICANT SHIVJI OPERATING LLC

LOCATION 65 N CODY RD STE E

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

AGENDA DATE 11.08.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5530

☑ **NEW APPLICATION**	☐ **TRANSFER-OWNERSHIP**	☐ **TRANSFER-LOCATION**

SHIVJI OPERATING LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **050 - RETAIL BEER (OFF PREMISES ONLY)**
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *SHIVJI OPERATING LLC*

TRADE NAME: SHIVJI STORE

LOCATED AT: 65 NORTH CODY CODY STE E MOBILE AL 36608

☐ YES	☐ NO	☑ N/A - Has property owner list been supplied?
☐ YES	☐ NO	☑ N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑ N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: DIVYESH C PATEL **PHONE#:** 407.600.8673

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 10.24.2022
Application No: 5530

Type License: ***050 - RETAIL BEER (Off Premises Only)***

Type License: ***070 - RETAIL TABLE WINE (Off Premises Only)***

Name of Applicant(s) ***SHIVJI OPERATING LLC***

Ownership: ***LLC***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
GULAB, YOGESH AL 6443035	MEMBER	11.10.1961 GUJARAT INDIA	

Corporate information: 001-017-886 (Enter book & page or document info) Date: 05.03.2022 (Incorporation or Authority) County: MOBILE

Trade Name ***SHIVJI STORE***

Location 65 NORTH CODY ROAD STE E MOBILE AL 36608

Mailing Address 65 NORTH CODY ROAD STE E MOBILE AL 36608
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? CONVENIENCE STORE

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

No

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If YES, explain in Law violation Section) **Signature of applicant** P.O.A.

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** P.O.A.

COUNTY OF MOBILE **TITLE** POWER OF ATTORNEY **DATE** 10.24.2022

The undersigned SHIVJI OPERATING LLC dba SHIVJI STORE - DIVYESH C PATEL
(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

P.O.A.
Signature of Affiant

Sworn to and subscribed before, me this 24th day of October Year 2022

R Shawn Skinner
SIGNATURE OF NOTARY

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person DIVYESH C PATEL E-mail: BPCODY2022@GMAIL.COM

Phone Number: Home: 407.600.8673 Cell: 407.600.8673 Bus: 407.600.8673

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *NO*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity N/A License premises includes patio area *NO*

Square Footage 3000

License covers: *PORTION OF SHOPPING CENTER*

License Structure: *ONE STORY*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
GULAB, YOGESH	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: P.O.A.

Lease /Property Ownership

Name of Property Owner/Lessor: SHIVJI PROPERTY LLC 251.538.1213

Address of Property Owner/Lessor: 65 NORTH CODY ROAD MOBILE AL 36608

Applicant attests to the truthfulness of the above responses. (Applicant's Initials)

Business License & Taxes

Bill Detail

View Bill

Bill Year	2022
Bill Number	1408290
Owner Name	SHIVJI OPERATING LLC DBA SHIVJI STORE

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$0.00
Total Unpaid Balance			$50.00
TOTAL DUE			$50.00

Add to Cart

©2022 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

030649-0001 SHAWN S. 10/24/2022 09:48AM

BUSINESS LICENSE
SHIVJI OPERATING LLC DBA SHIVJI STORE
122966
2022 Item: 1408290
ALCOHOL APPLICATION
FEE 50.00

50.00

Subtotal	**50.00**
Total	**50.00**
CASH	50.00
Change due	**0.00**

Paid by: SHIVJI OPERATING LLC DBA SHIVJI STORE



Thank you for your payment.

CUSTOMER COPY

INFORMATION SHEET

Contact Person: YOGESH GULAB **Phone #:** 334-538-1213

Business Name: SHIVJI STORE

Corporation Name: SHIVJI OPERATING LLC

Business Address: 65 CODY RD N. MOBILE AL 36608

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. _____ **County** _____;
(Enter book and page or document info)

Date _____
(Incorporation or Authority)

Is business equipped with table & chairs? NO **Building seating capacity:** NO

Does the premises have a fully equipped and operational kitchen? NO

Is the place of business habitually used to serve food to the public? NO

If not kitchen equipped, is any type of food served? NO **If yes explain:**

_____

Square Feet of building 3000

_____

For a SPECIAL EVENT, list dates: from _____ **to** _____.
Type of Event _____.

IF OPERATING AS A PRIVATE CLUB:

- ⇒ **Does club charge & collect dues from elected members?** _____
- ⇒ **How many paid-up members are there in the Club?** _____
- ⇒ **Are regular meetings held?** _____ **If so, when?** _____
- ⇒ **Is business conducted through officers regularly elected?** _____
- ⇒ **Are members admitted by written application, investigation & ballot?** _____
- ⇒ **For what purpose is the Club organized & operated. Social**____; **Patriotic**____; **Political**____; **Athletic**____.
- ⇒ **Does the property used, as well as the advantages, belong to all the members?** _____
- ⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** ____
- ⇒ **Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?** _____.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): SHIVJI OPERATING LLC
Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* (X) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) YOGESH GULAB

Social Security #: e: INDIAN Sex: (X)M ( )F

Driver License#: State AL

Title (*i.e. Owner, President, Member*) MEMBER.

Date of Birth 11 / 10 / 1961

Place of Birth INDIA. GUJARAT.
County *State* *Nation*

36066
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 14 Home#: Cell#:

****

Full Name (*First, Middle, Last*)

Social Security #: Race: Sex: ( )M ( )F

Driver License#: State

Title (*i.e. Owner, President, Member*)

Date of Birth / /

Place of Birth
County *State* *Nation*

Present Address:
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: Home#: Cell#:

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
N/A				

I certify that the above information is correct and true.

_____ Date: _____

Signature & Title

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: SHINGI PROPERTY LLC

(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 65 CODY ROAD N. MOBILE, AL

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221020140751036

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Trade Name: SHIVJI STORE **Filing Fee:** $100.00

Applicant: SHIVJI OPERATING LLC **Transfer Fee:**

Location Address: 65 CODY RD N STE E MOBILE, AL 36608

Mailing Address: 65 CODY RD N STE E MOBILE, AL 36608

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-017-886

Do you sell Draft Beer?:

Date Incorporated: 05/03/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 05/03/2022

Federal Tax ID: 88-2633761 **Alabama State Sales Tax ID:** R011508591

Name:	Title:	Date and Place of Birth:	Residence Address:
YOGESH GULAB 6443055 - AL	MEMBER	11/10/1961 INDIA	261 INTERSTATE COMMERCIAL PKWY LOOP PRATTVILLE, AL 36066

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: DIVYESH PATEL
Business Phone: 407-600-8673
Fax:

Home Phone: 407-600-8673
Cell Phone: 407-600-8673
E-mail: BPCODY2022@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: KL MARKET
Applicant: KL MARKET LLC

Previous License Number(s)
License 1: 050-011383049
License 2: 070-011383049

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221020140751036

If applicant is leasing the property, is a copy of the lease agreement attached? YES 538
Name of Property owner/lessor and phone number: SHIVJI PROPERTY LLC 334-534-1213
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3000 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221020140751036

Initial each — **Signature page**

Initial	
	In reference to law violations, I attest to the truthfulness of the responses given within the application. In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XXX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): YOGESH GULAB

Signature of Applicant:

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20221020140751036

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: PORTION OF SHOPPING CENTER STE E
Is the lessor involved in any way with the alcohol beverage business?: THE APPLICANT AND THE LANDLORD ARE THE SAME PERSON.

ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.676.6000/ ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

August 22, 2022

Dear Mr. GULAB

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

W. Avery Morris, CLEE
Operations Commander
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXX I SEARCH RESULT AND RAP SHEET XXXXXXXXXXX
TCN
NAME:GULAB,YOGESH
SOC:625544122
ABI RESULT:NON-IDENT
SID

CERTIFIED COPY OF ALEA DOCUMENT

POWER OF ATTORNEY

THE STATE OF ALABAMA
COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS, That I, Yogesh Gulab as Member of **Shivji Property, LLC**, an Alabama limited liability company, have this day constituted and appointed, **Divyesh Patel** my true and lawful attorney-in-fact, for me and in my name to execute any and all documents, applications and all other document he deems necessary in his sole discretion to as it relates to the following:

Applying for any and all licenses and permits related to Shivji Property, LLC, an Alabama limited liability company and the operation thereof.

This Power of Attorney shall not be effected by the disability, incapacity or incompetency of myself.

This Power of Attorney is specifically limited to the acts specified herein and shall terminate 90 days following the below date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this, the ____ day of October, 2022.

Shriji Property, LLC

Yogesh Gulab
Member

STATE OF ALABAMA
COUNTY OF Autauga

I, the undersigned authority, a Notary Public, in and for State and County, hereby certify that Yogesh Gulab, whose name as Member of Shriji Property, LLC is signed to the foregoing Power of Attorney, and who is known to me, acknowledged before me on this date that, being informed of the contents of the Power of Attorney, he executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this 5th day of October, 2022.

NOTARY PUBLI
My commission expires:_____

(SEAL)

KAREN KEITH KLEIN
Notary Public
Alabama State at Large
My Commission Expires May 17, 2025

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   Shivji Operating LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): Yogesh Gulab

   Street (no PO Boxes) address of registered office (must be located in Alabama): _____

   _____

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address): _____

   _____

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-017-886 DLL

Date	05/03/2022
Time	12:48:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 5 / 3 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 0 : 48 ○ AM or ◉ PM. (cannot be noon or midnight – 12:00)

☒ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

5 / 3 / 2022
Date (MM/DD/YYYY)

Yogesh Gulab
Signature as required by 10A-5A-2.04

Member
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Shivji Operating LLC

Names, addresses, & Ownership percentage of Members:

Name	Address	Interest
Yogesh Gulab	p	100%

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Shivji Operating LLC

This name reservation is for the exclusive use of Yogesh Gulab, 1817 Dawes Rd, Mobile, AL 36617 for a period of one year beginning May 03, 2022 and expiring May 03, 2023

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

May 03, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES020610

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255 0023

Date of this notice: 08-08-2022

Employer Identification Number:
88-2633761

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

SHTVJI OPERATING LLC
YOGESH GULAB SOLE MBR
1817 DAWES RD
MOBILE AL 36695

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-2633761. This EIN will identify your entity, accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please visit, www.irs.gov/cinnotrequested.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	10/31/2022
Form 940	01/31/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

2022

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

SHIVJI OPERATING LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011508591	08/1/2022	12/31/2022

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 457110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

65 CODY RD N MOBILE AL 36608-4543

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an C-STORE

(Type of business)

SHIVJI OPERATING LLC dba SHIVJI STORE

(Name of applicant whether individual, corporation, etc.)

65 CODY RD N, MOBILE AL 36608

(Location address for application)

Mobile City | AL State | 36608 Zip

3000

(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

****

URBAN DEVELOPMENT DEPARTMENT

Zoning B-2

Parking Provided 38

Parking Required 10

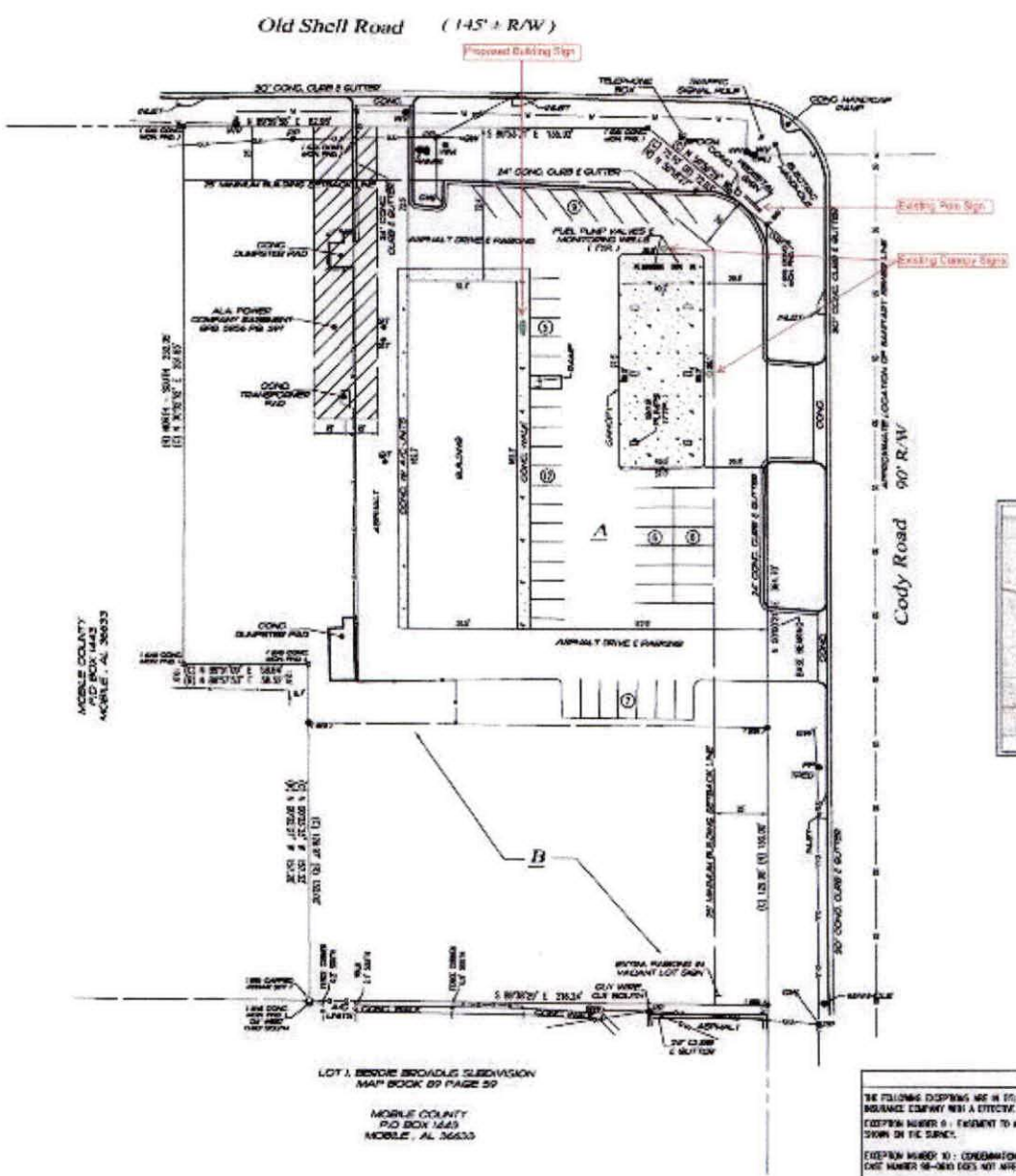
Compliance: X Yes _____ No

A. Logan Anderson

(Signed by Urban Development Dept)

24 October, 2022

Date



TITLE COMMITMENT NOTES
THE FOLLOWING EXCEPTIONS ARE IN TITLE COMMITMENT NO. 1806000 ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY WITH A EFFECTIVE DATE OF AUGUST 7, 2020.
EXCEPTION NUMBER 9 - EASEMENT TO ALABAMA POWER COMPANY IN REAL PROPERTY BOOK 3950 PAGE 207 IS SHOWN ON THE SURVEY.
EXCEPTION NUMBER 10 - CONDEMNATION BY BOARD OF WATER & SEWER COMMISSIONERS OF THE CITY OF MOBILE IN CASE NUMBER 98-0810 DOES NOT AFFECT THIS PROPERTY.
EXCEPTION NUMBER 11 - CONDEMNATION BY BOARD OF WATER & SEWER COMMISSIONERS OF THE CITY OF MOBILE IN CASE NUMBER 98-0804 DOES NOT AFFECT THIS PROPERTY.
EXCEPTION NUMBER 12 - EASEMENT TO ALABAMA POWER COMPANY RECORDED IN REAL PROPERTY BOOK 2000 PAGE 344 DOES NOT AFFECT THIS PROPERTY.

NOTES:

1. THE CURRENT OWNER IS THE USA SQUARE, INC.
2. AREA OF PROPERTY IS 103,000 SQUARE FEET OR 2.54 ACRES, MORE OR LESS.
3. PARKING:
   REGULAR : 46 SPACES
   HANDICAP : 0 SPACES
   TOTAL : 46 SPACES
4. ALL STREETS ARE OWNED AND MAINTAINED BY THE CITY OF MOBILE OR COUNTY OF MOBILE.
5. THIS PROPERTY IS ZONED B-3 ; NO ZONING REPORT FURNISHED BY THE CLIENT. THE FOLLOWING REQUIREMENTS ARE LISTED IN THE CITY OF MOBILE ZONING ORDINANCE.
   FRONT SETBACK = 25'
   SIDE SETBACK = 0'
   REAR SETBACK = 0'
   MAXIMUM BUILDING HEIGHT = 45'
   MAXIMUM BUILDING SITE COVERAGE = 50%
6. THE PROPERTY ADDRESS IS 65 NORTH CODY ROAD, MOBILE, ALABAMA.
7. I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD RATING BOUNDARY MAP NO. 01000C0251 L, DATED JUNE 5, 2020 (WHICH IS THE CURRENT MAP) WITH COMMUNITY NUMBER OF 010001 AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS SHOWN IN FLOOD ZONE X (UNSHADED) ON PANEL 529.
8. BEARINGS BASED ON - SUBDIVISION PLAT.
9. THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY.
10. FIELD DATA TAKEN - AUGUST 27, 28 & SEPTEMBER 1, 2020
11. FURNISHED DESCRIPTION FROM CLIENT.
12. TYPE OF SURVEY - ALTA / NSPS SURVEY
13. ALL PROPERTY CORNERS ARE 5/8" R.S.I. CAPPED REBARS UNLESS OTHERWISE NOTED.
14. DRAWING SHOULD NOT BE SCALED. THE LOCATION OF SOME FEATURES ARE EXAGGERATED FOR CLARITY (i.e. FENCES, CURBS, ETC.).
15. ADJACENT OWNERS NAMES AND ADDRESSES ARE AS SHOWN ON THE MOBILE COUNTY TAX ASSESSORS RECORDS.

LEGAL DESCRIPTION

LOTS A & B, USA SQUARE SUBDIVISION, AS RECORDED IN MAP BOOK 118 PAGE 76, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

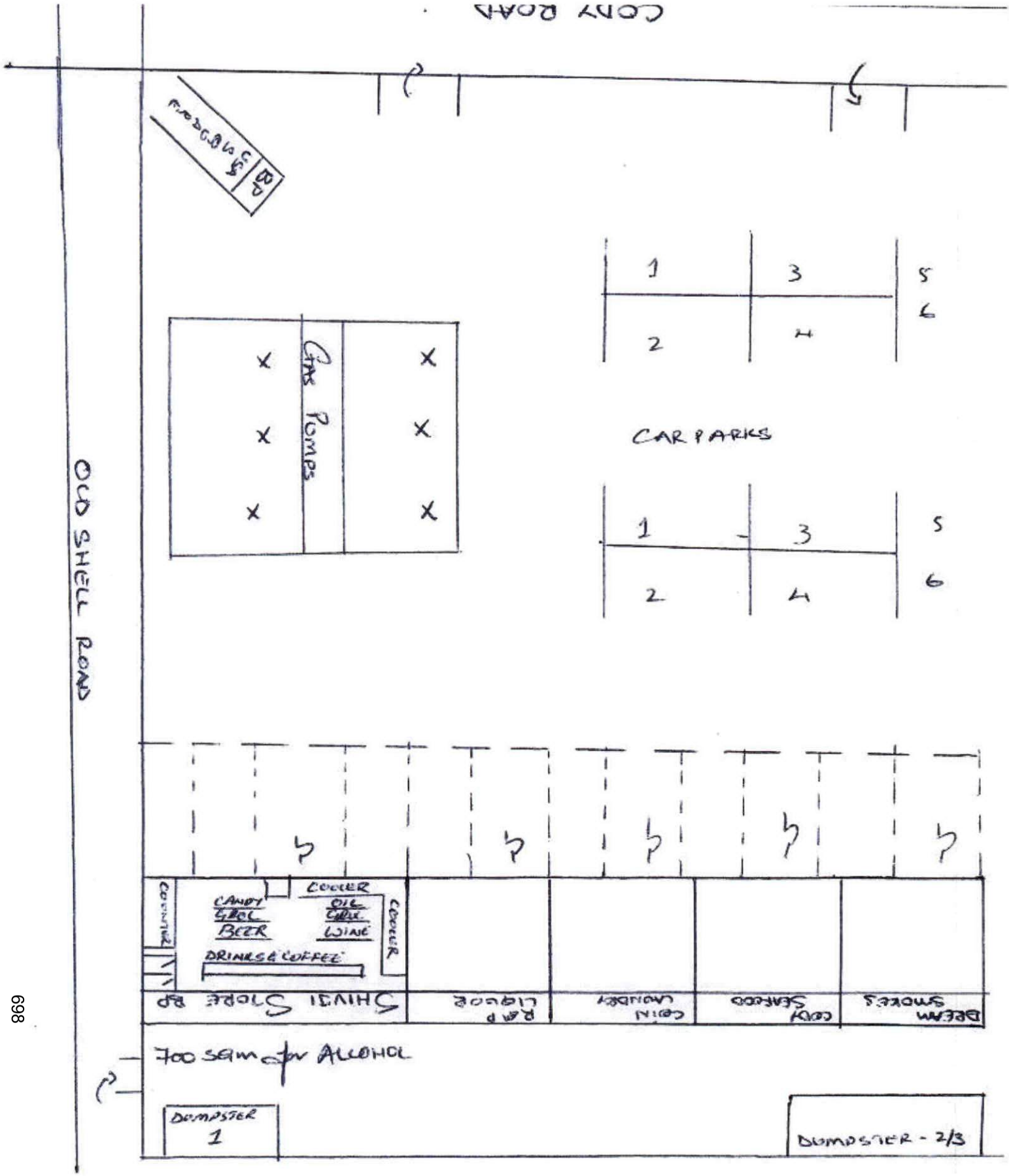
TO: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
CRAIG, ELLIS & ASSOCIATES, P.C.
ALABAMA PETRO, LLC
FIRST NATIONAL BANK & TRUST

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 8, 9, 11, 13, 16, 17, & 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 1, 2020, AND I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

WITNESS MY HAND THIS THE 4 TH DAY OF SEPTEMBER, 2020.

PRELIMINARY

GERALD D. BYRD Alabama License No. 19425


OLD SHELL ROAD
CORY ROAD
FREE STANDING SIGN
GAS PUMPS
CAR PARKS
1
2
3
4
5
6
COOLER
CANDY
BEER
WINE
DRINKS & COFFEE
COOLER
COOLER
BEER
SMOKES
COIN LAUNDRY
BAR
LIQUOR
SHIVJI STORE
BP
700 sqm for ALCOHOL
DUMPSTER
1
DUMPSTER - 2/3

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE**, State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

The above described property is ( ) owned, ( ) leased, (x) sub-leased, or otherwise surrendered to _____ who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 21st day of October, 20 22.

R Shawn Skinner
Notary Public

[signature] 10/21/2022
Property Owner P.O.A. Date

My Commission Expires

[signature] 10/21/2022
Licensee Date
P.O.A.

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Inst. # 2022039474 Pages: 1 of 2 I certify this instrument filed on: 6/7/2022 3:16 PM
Doc: D Don Davis, Judge of Probate Mobile County, AL Rec: $18.00 DeedTx: $170.00 MinTx $0.00
Clerk: TMCCAFFERTY ERecorded

Prepared By:
Matthew T. Ellis
CRUM, ELLIS, & ASSOCIATES, P.C.
P.O. Box 1186
Montgomery, AL 36101
MTE-22-4732

WARRANTY DEED

THE STATE OF ALABAMA
COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Million Six Hundred Thousand and 00/100 and 00/100 ($1,600,000.00) Dollars and other valuable considerations to the undersigned GRANTOR OR GRANTORS in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the undersigned, **Alabama Petro, LLC,** an Alabama Limited Liability Company, (herein referred to as GRANTORS does hereby GRANT, BARGAIN, SELL and CONVEY unto **Shivji Property, LLC,** an Alabama limited liability company (herein referred to as GRANTEES, its successors and assigns, the following described Real Estate, located in the County of Mobile and State of Alabama, to-wit:

Lots A and B, USA Square Subdivision, according to the Plat thereof recorded in Map Book 119, Page 76, of the records in the Office of the Judge of Probate of Mobile County, Alabama.

This conveyance is made subject to all restrictions, reservations, easements and/or rights-of-way which appear of record affecting title to the above described property.

The above-described property is commonly known as 65 N Cody Road, Mobile, AL 36608.

TO HAVE AND TO HOLD, the aforegranted premises to the said GRANTEE(S), their heirs and assigns FOREVER.

And GRANTOR(S) does covenant with the said GRANTEE(S), its successors and assigns, that they are lawfully seized in fee simple of the aforementioned premises; that it is free from all encumbrances, except as hereinabove provided; that it has a good right to sell and convey the same to the said GRANTEES, her heirs and assigns, and that GRANTOR will WARRANT AND DEFEND the premises to the said GRANTEES, its successors and assigns forever, against the lawful claims and demands of all persons, except as hereinabove provided.

{SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE}

IN WITNESS WHEREOF Rajendra Shah as Managing Member for Alabama Petro, LLC has hereunto set his hand and seal, this 6th day of June, 2022.

Alabama Petro, LLC, AN ALABAMA LIMITED LIABILITY COMPANY

_____(L.S.)
By: Rajendra Shah
Its: Managing Member

STATE OF FLORIDA
COUNTY OF BREVARD

I, the undersigned, Notary Public in and for said County and State, hereby certify that **Rajendra Shah**, whose name as Managing Member of **Alabama Petro, LLC**, an Alabama limited liability company 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 instrument, he in his capacity as such Managing Member, and with full authority, executed the same voluntarily behalf of said company on the day the same bears date.

Given under my hand and official seal this 06th day of June, 2022.

(SEAL)

KIRAT B PARIKH
Notary Public - State of Florida
Commission # HH 146041
My Comm. Expires Jun 27, 2025
Bonded through National Notary Assn.

_____
Notary Public K. B. Parikh
My Commission Expires: 06/27/2025

Grantor's mailing address:
380 Commerce Parkway
Rockledge, FL 32955

Grantee's mailing address:
261 Interstate Park Dr.
Prattville, AL 36066

Sales price from settlement statement:
$1,600,000.00

Property Address:
65 N Cody Road
Mobile, AL 36608

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-06-2022

Employer Identification Number:
88-2644078

Form: SS-4

Number of this notice: CP 575 B

SHIVJI PROPERTY LLC
YOGESH GULAB MBR
1817 DAWES RD
MOBILE, AL 36695

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-2644078. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065 03/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of August 06, 2022. by and between SHIVJI PROPERTY LLC ("Landlord"), and SHIVJI OPERATING LLC ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant SUITE E ,USA SQUARE PLAZA (the "Premises") located at 65 CODY ROAD N, MOBILE, AL 36608.

TERM. The lease term will begin on August 06, 2022 and will terminate on August 05, 2052.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of $3,000.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 65 CODY ROAD NORTH, MOBILE, Alabama 36608. The payment address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for C-STORE WITH GAS PUMPS The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

EXCLUSIVITY. Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Premises in an amount not less than $100,000.00. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least $1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than $25,000.00, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenantable. However, if the damage is not repairable within sixty days, or if the cost of repair is $25.000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged $100.00 for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this

Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

SHIVJI PROPERTY LLC
1817 DAWES RD
MOBILE, Alabama 36695

TENANT:

SHIVJI OPERATING LLC
65 CODY ROAD N
MOBILE, AL 36608

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Alabama.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:
SHIVJI PROPERTY LLC

By: _____ Date: 8/5/2022.
DIVYESHKUMAR C PATEL, Member

TENANT:
SHIVJI OPERATING LLC

By: _____ Date: 8/5/2022
YOGESH GULAB, Member

AGREEMENT TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that I will post and maintain said sign and remove the sign after the application is considered by the City.

9/6/2022
Date

Owner of Property (Signature)

DINESHKUMAR C. PATEL
Print Name of Property Owner

36695
Zip

I agree that I will not remove or discard the sign until after the application is considered by the City of Mobile council.

9/6/2022
Date

Applicant's Signature

YOGESH GUJAR
Print Name of Applicant

City State Zip

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5530
Business Name	SHIVJI OPERATING LLC
Company DBA	SHIVJI STORE
Business Address	65 NORTH CODY ROAD STE E 36608
License Type	050 - RETAIL BEER (OFF PREMISES ONLY) 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
Post Date	10.24.2022
Agenda Meeting Date	11.08.2022

P.O.A.

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

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	11/3/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/3/2022 - 9:49 AM

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **20** described in the resolution adopted on the **4th** day of **October, 2022**, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

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

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **20**, as described in the resolution adopted on the **4th** day of **October 2022**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1634** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

58-870 **2022**

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 #1634** 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 **8th day of November 2022**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: OCT 04 2022

City Clerk

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **September 29, 2022**

SUBJECT: WEED LIEN GROUP **1634**

Attached, please find Assessment Lists for Weed Lien Group Number **1634** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 10/4/2022

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 11/8/2022

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

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

NUISANCE PHOTOS (DATED): 10/6/2022

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 10/20/2022

LEGAL NOTICE ADS: 10/26/2022-11/2/2022

POSTING DATE: 11/1/2022

Copy to: Marchetta Taite

	WEED LIEN	
	1634	Res. No.
10/4/2022	LOTS TO BE DECLARED	58-
11/8/2022	LOTS FOR PUBLIC HEARING	58-
//2022	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	CASE #	Amount Assessed	Dis	N/A CBO
1	1202 Bernice Hudson Dr	28741	21533		3	
2	1512 Dominick St	28302	21534		2	
3	902 Gulf Terra Dr W	29239	21535		3	
4	711 Euclid Ave	29295	21536		5	
5	1051 Choctaw St	29262	21537		3	
6	2558 Hillcrest Rd	29482	21538		6	
7	0 Schwarz St/James Finley Dr	26950	21552		1	
	Par. No. (29 07 42 0 001 544.XXX)					
8	1159 Rotterdam St	28816	21539		2	
9	4044 Marchfield Dr N	29326	21540		4	
10	515 Wisconsin Ave	28707	21541		2	
11	0 University Blvd N	21280	21542		7	
	Par. No. (28 02 10 1 003 028.005)					
12	0 Wealthy/Wellington St	19649	21542		7	
	Par. No. (29 02 44 0 008 416.XXX)					
13	0 Cody Rd	18800	21544		7	
	Par. No. (28 04 18 1 002 068.XXX)					
14	5327 Halls Mill Rd	11850	21545		4	
15	4060 Moffett Rd	28203	21546		1	
16	0 Cassidy St	19834	21547		2	
	Par. No. (29 02 44 0 030 350.XXX)					
17	3607 Heritage Dr N	28997	21548		5	
18	624 Mohawk St	28990	21549		5	
19	730 Bankhead Place A	19337	21550		5	
20	808 Baltimore St	21523	21551		3	
				$ -		

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

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector
*CBC Cut By Contractor
*UDL Undeveloped Lot

Marchetti 9.28.22

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member	Cory Penn	District 1	9 Cases
Council Member	William Carroll	District 2	3 Cases
Council Member	C J Small	District 3	3 Cases
Council Member	Ben Reynolds	District 4	1 Case
Council Member	Joel Daves	District 5	2 Cases
Council Member	Scott Jones	District 6	0 Cases
Council Member	Gina Gregory	District 7	1 Cases

Purpose and Scope of Project:

Assess Cost for Weed Lien 1630

Effective Date of Contract:

11/7/2022

Funding Source

Project # Weed Lien 1630 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Weed Lien 1630	Backup Material	11/1/2022
resolution	Cover Memo	11/3/2022

REVIEWERS:

Department Reviewer	Action	Date
		11/3/2022 -

City Clerk	Gauthier, Lana	Approved	11:10 AM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **October 31, 2022**

SUBJECT: **Weed Lien Group 1630 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1630.** Please place these on the City Council's Agenda for **Tuesday, November 8, 2022.**

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

sd

Copy to: Marchetta Taite

	WEED LIEN	
	1630	Res. No.
6/28/2022	LOTS TO BE DECLARED	58-550
8/2/2022	LOTS FOR PUBLIC HEARING	58-641
11/8/2022	LOTS TO BE ASSESSED FOR COST	58-

				Amount	Dis	N/A
No.	Address	SRO No.	CASE #	Assessed		CBO
1	2466 Bragdon Ave	27075	19426	$ 184.00	1	
2	610 Good Pay St	18119	19427	$ 50.00	2	CBO
3	2464 Bragdon Ave	18212	19428	$ -	1	CBD
4	608 Good Pay St	18155	19429	$ 50.00	2	CBO
5	907 Super St	27359	19430	$ 175.00	1	
6	2766 Lecren St	27347	19431	$ 175.00	1	
7	1621 Levene Rd	17860	19432	244.83	3	
8	1625 Levene Rd	17857	19433	$ 175.00	3	
9	1209 Hercules St	18752	19434	$ -	2	CBD
10	3451 Georgia Pacific Ave	18713	19435	$ -	1	CBD
11	6522 Grace St	18126	19436	$ 2,251.76	7	
12	1356 Stewart Ave/1550Polk St	27720	19437	$ 771.00	3	
13	2308 Cecelia St	27136	19438	$ -	1	N/A
14	0 Next St	18552	19439	$ 175.00	1	
	Par No. (29 02 44 0 013 373.XXX)					
15	1656 Cheshire Dr E	27278	19440	$ 785.94	4	
16	204 Durant St	27253	19441	$ 50.00	1	CBO
17	871 Banneker St	27309	19442	$ 50.00	1	CBO
18	840 W I-65 Service Rd	15294	19443	$ -	5	CBD
19	836 W I-65 Service Rd	19293	19444	$ -	5	CBD
				$ 5,137.53		

District total for this group		Numbers of lots cut	
1	9	1	4
2	3	2	0
3	3	3	3
4	1	4	1
5	2	5	0
6	0	6	0
7	1	7	1
	19		9

*ADD Added in from other Groups
*CBC Cut By Contractor
*CBO Cut By Owner
*UDL Undeveloped Lot
*N/A Taken out by Inspector

Marchetta Jaite 10/31/22

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 31, 2022

Lot Owner: **KEY JAMESETTA SANDRA**

& BRENDA J KNOX

Address: **261 ZIEMAN ST**

City, State, Zip: **PRICHARD, AL 36610**

Group Number: **1630** Item # **1**

Lot Description: **LOT 413 TRINITY GARDENS EXT SOUTH MBK 4 PGS 21-24 #SEC 44 T4S R1W #MP29 02 44 0 025 (29 02 44 0 025 075.001) 2466 BRAGDON AVE**

Nuisance Date: 6/28/2022 Posting Date: 7/26/2022 Hearing Date: 8/2/2022

Date lot was cut: 10/24/2022 Contractor: Mr. Harold Deese

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	9,625	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		3	$	3.00	$	**9.00**
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**184.00**

Sheila Dean
SECRETARY

Machetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 31, 2022

Lot Owner: **MOORE JOHNNIE & MINIA**
% MAUDE BRAZIER
Address: **554 PALMETTO ST**
City, State, Zip: **MOBILE, AL 36603**
Group Number: **1630** Item # **2**

Lot Description: **LOT 15 BLK 25 TISDALE SUB OF FISHER TRT DBK 75 PG 260 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 182.XXX) 610 GOOD PAY ST**

Nuisance Date: 6/28/2022 Posting Date: 7/26/2022 Hearing Date: 8/2/2022
Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,600	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Eddleman
SECRETARY
Marchetta Jarte
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 31, 2022

Lot Owner: **HODGES JONNI MAE & ANDREA E**

Address: **9 GRANT AVE**

City, State, Zip: **CLIFFSIDE PARK, NJ 07010-3106**

Group Number: **1630** Item # **4**

Lot Description: **LOT 14 BLK 25 TISDALE DIV OF FISHER TRT DBK 75 PG 260 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 181.XXX) 608 GOOD PAY ST**

Nuisance Date: 6/28/2022 Posting Date: 7/26/2022 Hearing Date: 8/2/2022

Date lot was cut: //2022 Contractor:

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

Sheila E Dean
SECRETARY

Malchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 31, 2022

Lot Owner: **SMITH LEE AUTRY**

Address: **49 SUTTER AVE APT 2**

City, State, Zip: **BROOKLYN, NY 11212**

Group Number: **1630** Item # **5**

Lot Description: **LOT 12 BLK 4 TOULMINVILLE HGHTS SUB DBK 130 P 276 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 079.XXX) 907 SUPER ST**

Nuisance Date: 6/28/2022 Posting Date: 7/26/2022 Hearing Date: 8/2/2022

Date lot was cut: 10/24/2022 Contractor: Mr. Harold Deese

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,052	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**175.00**

Sheila E Dean
SECRETARY

Marchetta Dante
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 31, 2022

Lot Owner: **Alabama Dept. of Revenue**

ATTN: Shelly Tice

Property Tax Division

Address: **P. O. Box 327210**

City, State, Zip: **Montgomery, AL 36132-7210**

Group Number: **1630** Item # **6**

Lot Description: **LOT 7 SHRINER & MCKEON SUB DBK 99 P 353 #SEC 18 T4S R1W #MP29 08 18 4 002 (29 08 18 4 002 094.XXX) 2766 LECREN ST**

Nuisance Date: 6/28/2022 Posting Date: 7/26/2022 Hearing Date: 8/2/2022

Date lot was cut: 10/24/2022 Contractor: Mr. Harold Deese

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,250	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**175.00**

Shelia E Dean
SECRETARY

Marchette Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 31, 2022

Lot Owner: **MCDADE ANNIE MARIE & ALFRED**

Address: **1619 LEVENE RD**

City, State, Zip: **MOBILE, AL 36605**

Group Number: **1630** Item # **7**

Lot Description: **LOT 2 OLIVE LEVENE S/D REC IN MBK 33 P 16 #SEC 40 T5S R1W #MP32 06 40 0 002 (32 06 40 0 002 014.03X) 1621 LEVENE RD**

6/28/2022 Posting Date: 7/26/2022 Hearing Date: 8/2/2022

Date lot was cut: 10/24/2022 Contractor: Mr. Harold Deese

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		15,586	$	0.0125	$	**194.83**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**244.83**

Shelia E Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 31, 2022

Lot Owner: **WILLIAMS RALPH & MARY M HARDY**

Address: **1625 LEVENE RD**

City, State, Zip: **MOBILE, AL 36605**

Group Number: **1630** Item # **8**

Lot Description: **LOT 4 OF OLIVE LEVENE SUB REC IN MBK 33 P 16 (1625 LEVENE ROAD) #SEC 40 T5S R1W #MP32 06 40 0 002 (32 06 40 0 002 014.01X) 1625 LEVENE RD**

Nuisance Date: 6/28/2022 Posting Date: 7/26/2022 Hearing Date: 8/2/2022

Date lot was cut: 10/24/2022 Contractor: Mr. Harold Deese

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,930	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	175.00

Shelia Edwards
SECRETARY

Marchette Waite
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 31, 2022

Lot Owner: **HERBST ROBERT DAIN**

Address: **346 LASSENPARK CIR**

City, State, Zip: **SAN JOSE, CA 95136**

Group Number: **1630** Item # **11**

Lot Description: **BEG AT INT OF N/L OF GRACE ST WITH W/L OF NE 1/4 OF SE 1/4 SEC 5 T4S R2W RUN N 8.5 FT TO POB TH E 25 FT TH S 8.5 FT TH E 107 FT TH N & PAR TO SD W/L OF NE 1/4 OF SE 1/4 TO S R/W/L OF GM & O RR TH NWLY ALG SD S R/W/L 137 FT TH S ALG SD W/L OF NE 1/4 OF SE 1/4 355.6 FT TO BEG #SEC 05 T4S R2W #MP28 03 05 4 000 (28 03 05 4 000 052.XXX) 6522 GRACE ST**

Nuisance Date: 6/28/2022 Posting Date: 7/26/2022 Hearing Date: 8/2/2022

Date lot was cut: 10/24/2022 Contractor: Mr. Harold Deese

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		109,741	$	0.0125	$	**1,371.76**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		20	$	3.00	$	**60.00**
Debris Removal	Cubic Yard	110	$	7.00	$	**770.00**
		Total Project Cost:			$	**2,251.76**

Shelia Edwards
SECRETARY

Marchetta Gaile
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 31, 2022

Lot Owner: **MILES OLIVER & ELIZABETH**

Address: **1802 LASALLE ST**

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

Group Number: **1630** Item # **12**

Lot Description: **LOT 35 BLK 6 OLLINGER & STEIN SUB OF PART BLK 5 MANDEVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004 (29 11 36 0 004 156.XXX) 1356 STEWART AVE/1550 POLK ST**

Nuisance Date: 6/28/2022 Posting Date: 7/26/2022 Hearing Date: 8/2/2022

Date lot was cut: 10/24/2022 Contractor: Mr. Harold Deese

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,803	1	$	125.0000	$	**125.00**
Standard Rate	14,400	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		12	$	3.00	$	**36.00**
Debris Removal	Cubic Yard	80	$	7.00	$	**560.00**
		Total Project Cost:			$	**771.00**

Shelia E Dean
SECRETARY

Marchetta Jones
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 31, 2022

Lot Owner: **LITTRELL STEVIE**

Address: **P. O. BOX 74**

City, State, Zip: **KODAK, TN 37764-0074**

Group Number: **1630** Item # **14**

Lot Description: **LOT 5 OF BLK 15 2ND SUB OF LAFARGUE PLACE MBK 6 P 463 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 373.XXX) 1221 NEXT ST**

Nuisance Date: 6/28/2022 Posting Date: 7/26/2022 Hearing Date: 8/2/2022

Date lot was cut: 10/24/2022 Contractor: Mr. Harold Deese

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,000	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**175.00**

Sheila Eckford
SECRETARY

Marchetta Jante
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 31, 2022

Lot Owner: **BENEFIELD DAVID**

Address: **7900 JENKINS RD**

City, State, Zip: **UPATOI, GA 31829-1912**

Group Number: **1630** Item # **15**

Lot Description: **LOT 51 EIGHTH UNIT MORNINGSIDE MANOR MBK 11 P 22 #SEC 06 T5S R1W #MP32 02 06 0 004 (32 02 06 0 004 123.XXX) 1656 E CHESHIRE DR**

Nuisance Date: 6/28/2022 Posting Date: 7/26/2022 Hearing Date: 8/2/2022

Date lot was cut: 10/24/2022 Contractor: Mr. Harold Deese

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		14,075	$	0.0125	$	**175.94**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	80	$	7.00	$	**560.00**
		Total Project Cost:			$	**785.94**

Sheila E Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 31, 2022

Lot Owner: **HUNT PROPERTIES LLC**

Address: **6205 OAK BRANCH CT**

City, State, Zip: **MOBILE, AL 36609-3542**

Group Number: **1630** Item # **16**

Lot Description: **BEG AT PT ON E/L OF PRIMROSE AVE AS SAID AVE IS SHOWN ON MAP OF PPTY OF FIRST NATL BANK MBK 3 P 241 100 FT N OF INTERSECT OF E/L OF PRIMROSE AVE & AN EXT OF S/L OF LOT 12 OF SAID PPTY OF FIRST NATL BANK RUNG THEN E 150 FT AT RT ANGS TO PRIMROSE AVE TH N 50 FT PAR TO PRIMROSE AVE THEN W 150 FT AT RT ANGS TO PRIMROSE AVE THEN S 50 FT ALG E/L OF PRIMROSE AVE TO PL OF BEG #SEC 18 T4S R1W #MP29 08 18 2 003 (29 08 18 2 003 120.XXX) 204 DURANT ST**

Nuisance Date: 6/28/2022 Posting Date: 7/26/2022 Hearing Date: 8/2/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,100	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 31, 2022

Lot Owner: **U S BANK NATIONAL ASSOCIATION**

AS TRUSTEE C/O WOODSON PAMELA

Address: **2259 CLINTON ST**

City, State, Zip: **MOBILE, AL 36617-2657**

Group Number: **1630** Item # **17**

Lot Description: **LOT 1 BANNEKER PLACE MBK 64/57 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 318.001) 871 BANNEKER CT**

Nuisance Date: 6/28/2022 Posting Date: 7/26/2022 Hearing Date: 8/2/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,805	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

SECRETARY

INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1630** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

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:
11/8/2022

Renewal Date of Contract:
11/8/2022

Funding Source

Project # 1853 Toulmin Avenue - ME-154-22 **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
1853 Toulmin Avenue	Cover Memo	11/2/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	11/3/2022 - 9:07 AM
City Clerk	Gauthier, Lana	Approved	11/3/2022 - 11:07 AM

MUNICIPAL ENFORCEMENT DIVISION
November 1, 2022

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 8, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1853 TOULMIN AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **MARCUS CYRUS SIGLER,** 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 0 272 023
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1853 Toulmin 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. 4, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1853 Toulmin Avenue** described as:

E 20 FT OF THE N ½ OF LOT 26 FT OF THE N ½ OF LOT 26 & W 26 FT OF THE N ½ OF 27 OF THE LEWIS ADDN TO TOULMINVILLE DBK 156 P 260 #SEC 44 T45 R1W #MP29 02 44 0 0230

Parcel Number: 29 02 44 0 272 023

Last Assessed to: MICHAEL CYRUS SIGLER

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

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1853 Toulmin Avenue

Property Details			
Parcel Key	2504784	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	09-09-22	Comments	

Property Score			
Score	57 F	Score Description	~~Blight Review~~ DEMO F

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-[illegible]

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 09/08/2022

Property Address: 1853 Toulmin Avenue **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [X] 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.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [ ] 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
- [X] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Michael Cyrus Sigler
105 Benham Court
Suffolk, Virginia 23434-9289

September 15, 2022

RE: **1853 Toulmin Avenue**
Project Number: ME-154-22

Dear Michael Cyrus Sigler:

On September 8, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1853 Toulmin Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

E 20 FT OF THE N ½ OF LOT 26 FT OF THE N ½ OF LOT 26 & W 26 FT OF THE N ½ OF 27 OF THE LEWIS ADDN TO TOULMINVILLE DBK 156 P 260 #SEC 44 T45 R1W #MP29 02 44 0 0230

Parcel Number: 29 02 44 0 023 272

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **October 29, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 29, 2022,** provide the Code Official with a work plan to accomplish the repairs by **October 29, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 29, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on November 8, 2022, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1853 TOULMIN AVENUE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1853 TOULMIN AVENUE** **AGENDA PHOTOS / DW**

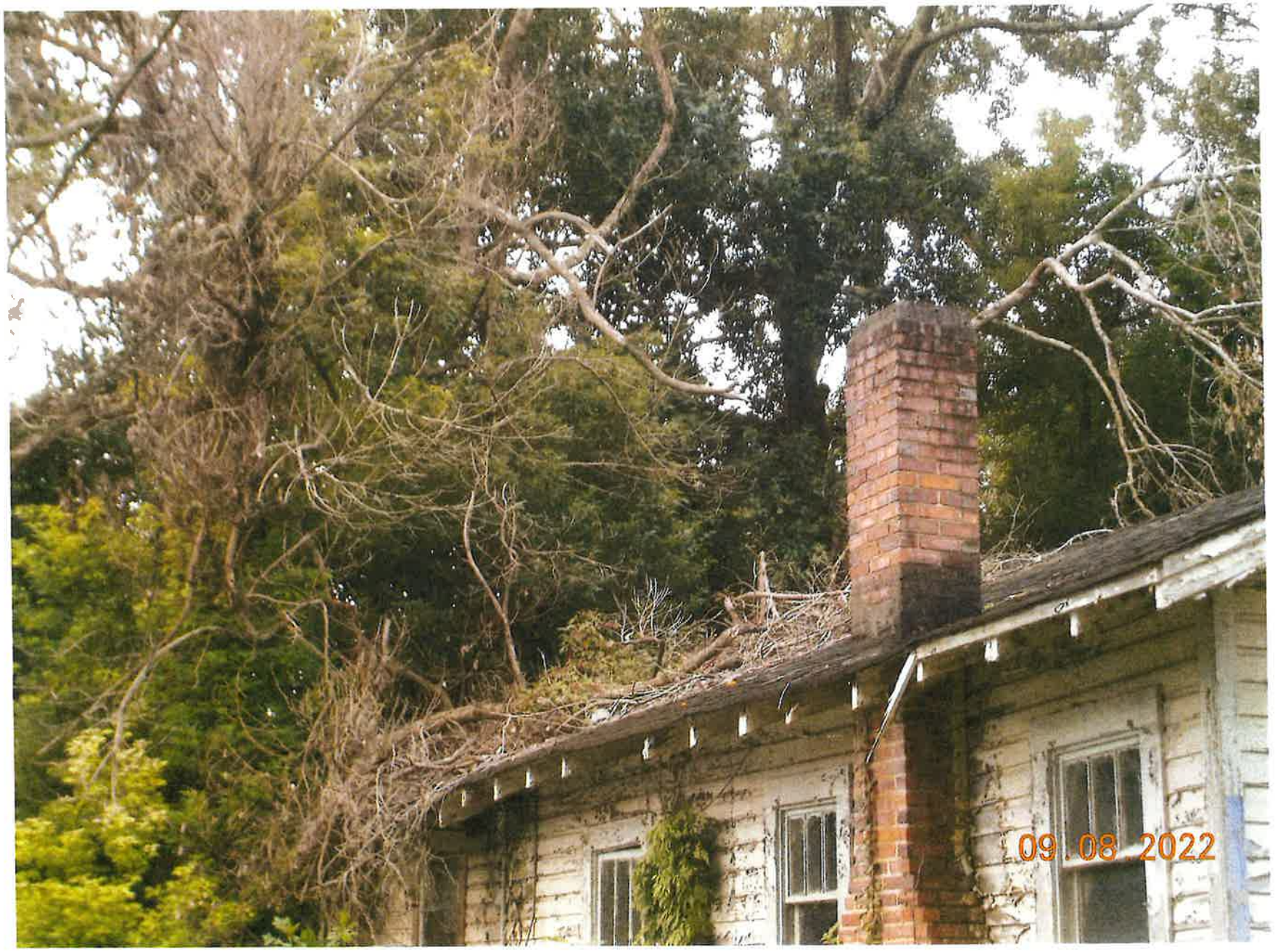


NUISANCE ABATEMENT **1853 TOULMIN AVENUE** **AGENDA PHOTOS / DW**




09 08 2022


09.08.2022


09 08 2022

NUISANCE ABATEMENT **1853 TOULMIN AVENUE** **AGENDA PHOTOS / DW**




09.08.2022


09.08.2022

Affidavit of Mailed Notice

Date: November 8, 2022

State of Alabama
County of Mobile

Subject Property – 1853 Toulmin Avenue.

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, 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 **9 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1853 Toulmin Ave Date: July 14, 2022

FROM: Ashley Parker, Real Estate Dept

TO: Municipal Enforcement Division

Title Report effective date: 6/2/2022

Per the Title Report, the owners are: Michael Cyrus Sigler, Marcus Sigler, III, Roderick Bernard Sigler , Vanessa Evette Chapman, Dan West Walker & Alexius C. Clemmons

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Michael Cyrus Sigler 105 Benham Ct. Suffolk, VA 23434-9289	Fee Simple owner
2	Marcus Sigler 1607 Wormeley Dr, Mobile, Al 36605	Fee Simple owner
3	Roland I Sigler III 801 San Marcos Dr Mckinney, Tx 75071-5014	Fee Simple owner
4	Roderick Bernard Sigler 1430 Birchwood Ave. Apt 102 Bellingham, WA 98225	Fee Simple owner
5	Roderick B. Sigler 12 Ruth Cir Hampton, VA 23666-5619	Fee Simple owner
6	Vanessa E. Chapman 3024 Trappers Run, Chesapeake, VA 23321-6159,	Fee Simple owner
7	Alexius C. Clemmons Unable To Locate	Fee Simple owner
8	Dan West Walker 3700 Carlyle Close Apt 866 Mobile AL 36609-1825	Fee Simple owner

9 Dan Walker
1853 Toulmin Ave
Mobile AL 36617-3424

Subject Address

TAX STATUS: CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens:

City of Mobile against Mason Geneva a life estate c/o Vanessa E. Chapman recorded in Inst # 2020018945, dated 3/26/20

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

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:
11/8/2022

Renewal Date of Contract:
11/8/2022

Funding Source

Project # 1302 Virginia Street - ME-198-19 **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
1302 Virginia Street	Cover Memo	11/2/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	11/3/2022 - 9:12 AM
City Clerk	Gauthier, Lana	Approved	11/3/2022 - 11:07 AM

MUNICIPAL ENFORCEMENT DIVISION
November 1, 2022

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 8, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1302 VIRGINIA STREET** OWNED BY OR MAY HAVE AN INTEREST: **CARLSON FRANKLIN COLE SR,** 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 10 27 2 001 094
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

RESOLUTION

Sponsored by: Councilmember William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1302 Virginia Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1302 Virginia Street** described as:

BEG SE COR LOT 10 BLK 7 GLENDALE PARK DBK 61/316 TH ELY 48.5 FT TH NLY 18.4 FT TH ELY 4 FT TH NLY 50.3 FT TH WLY 4.6 FT TH NLY 31.3 FT TH RUN WLY 48.5 FT TH SLY 100 FT TO POB BEING PT LOTS 9 & 8 & PT VACATED ALLEY BLK 7 SD SUB #SEC 27 T4S R1W #MP29 10 27 2 001

Parcel Number: 29 10 27 2 001 094

Last Assessed to: CARLSON FRANKLIN COLE SR

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

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1302 Virginia Street

Property Details			
Parcel Key	910198	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type			

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	08-29-22	Comments	

Property Score			
Score		Score Description	Demo

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 09/15/2022

Property Address: 1302 Virginia Street **District No:** 2

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [ ] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Carlson Franklin Cole Sr.
350 s Lawrence Street
Mobile, Alabama 36603-1837

September 15, 2022

RE: **1302 Virginia Street**
Project Number: ME-198-19

Dear Carlson Franklin Cole Sr.:

On August 29, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1302 Virginia Street.

I. **PROPERTY** The legal description of the Property is as follows:

BEG SE COR LOT 10 BLK 7 GLENDALE PARK DBK 61/316 TH ELY 48.5 FT TH NLY 18.4 FT TH ELY 4 FT TH NLY 50.3 FT TH WLY 4.6 FT TH NLY 31.3 FT TH RUN WLY 48.5 FT TH SLY 100 FT TO POB BEING PT LOTS 9 & 8 & PT VACATED ALLEY BLK 7 SD SUB #SEC 27 T4S R1W #MP29 10 27 2 001

Parcel Number: 29 10 27 2 001 094

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **October 29, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 29, 2022,** provide the Code Official with a work plan to accomplish the repairs by **October 29, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 29, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on November 8, 2022, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1302 VIRGINIA STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1302 VIRGINIA STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1302 VIRGINIA STREET** **AGENDA PHOTOS / DW**




2022/10/31

NUISANCE ABATEMENT **1302 VIRGINIA STREET** **AGENDA PHOTOS / DW**




2022/10/31

NUISANCE ABATEMENT **1302 VIRGINIA STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1302 VIRGINIA STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1302 VIRGINIA STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1302 VIRGINIA STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1302 VIRGINIA STREET** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: November 8, 2022

State of Alabama
County of Mobile

Subject Property – 1302 Virginia Street.

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, 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 **8 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

UPDATE

RE: 1302 Virginia St. **UPDATE** Date: July 13, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 2, 2022

Per the Title Report, the owner is: C. P. Newdome Foundation

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	C. P. Newdome Foundation PO Box 161277 Mobile, AL 36616	Owner
2	C. P. Newdome Foundation C/O Barbara Parker 5021 River Trace Theodore, AL 36582-2527	Owner Corp. Registered Agent
3	C.P. Newdome Foundation C/O Barbara Parker 1302 Virginia St. Mobile, AL 36604	Owner, Subject Property
4	C.P. Newdome Foundation C/O Henry Papa 3806 Ashley Dr. S. Mobile, AL 36608-1707	Owner Corp., Chairman

TAX STATUS: PAID

5	Octavia Jackson 2111 Pointview Dr. Apt. H Atlanta, GA 30344-1280	Tax Certificate interest
6	Carson Franklin Cole, Sr. 9815 Potomac Ridge Dr Mobile AL 36695-8879	Unrecorded QC Deed DTD 8/31/2021 per Revenue Commission (not allowed to give copy per Rev Com) Phone number 251-648-0751 or 251-221-2042

7 Carson Franklin Cole, Sr.
350 S Lawrence St.
Mobile AL 36603-1837

Secondary Address

8 Carson Franklin Cole, Sr.
1300 Virginia St
Mobile AL 36609-1852

Third Address

Parties with recorded liens per Title Report:

Weed Lien City of Mobile vs Newdome C.P. Foundation DTD September 14, 2017, Instrument Number 2017052625

Open Mortgages: None.

Lis Pendens

Lis Pendens filed by the City of Mobile against Octavia Jackson, recorded September 16, 2019, in Instrument Number 2019054771.

Lis Pendens filed by the City of Mobile against Octavia Jackson recorded March 26, 2020, in Instrument Number 2020018949.

Lis Pendens filed by the City of Mobile against Newdome C.P. Foundation recorded April 5, 2017, in Instrument Number 2017018929

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:
Gary Jackson, Municipal Enforcement, Program Coordinator

Sponsored by:
Councilmember - CJ Small - District 3

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition.

Amount of Contract:
N/A

Effective Date of Contract:
11/8/2022

Renewal Date of Contract:
11/8/2022

Funding Source

Project # 850 Victory Drive W - ME-085-22 **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
850 Victory Drive W	Cover Memo	11/2/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	11/3/2022 - 9:12 AM
City Clerk	Gauthier, Lana	Approved	11/3/2022 - 11:08 AM

MUNICIPAL ENFORCEMENT DIVISION
November 1, 2022

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 8, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **850 VICTORY DRIVE W** OWNED BY OR MAY HAVE AN INTEREST: **BOBBY POELLNITZ,** 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 29 4 003 076
COUNCIL DISTRICT 3 – CJ SMALL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

RESOLUTION

Sponsored by: Councilmember CJ Small - District 3

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 **850 Victory Drive W** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **850 Victory Drive W** described as:

LOT 13 BLK 2 VICTORY PL MBK 3 P 658-660 #SEC 29 T4S R1W #MP29 09 29 4 003

Parcel Number: 29 09 29 4 003 076

Last Assessed to: BOBBY POELLNITZ

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

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 09/15/2022

Property Address: 850 Victory Drive W **District No:** 3

☐ 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 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 and debris.

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

850 VICTORY DR W

Property Details

PARCEL KEYX	00876396	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	N	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-13	COMMENTS	

Property Score

SCORE	53	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7/25/22

Voted 5-0 For Demolition

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Bobby Poellnitz
666 Palm Street, Apt. 3
Mobile, Alabama 36607-1247

September 15, 2022

RE: **850 Victory Drive W**
Project Number: ME-085-22

Dear Bobby Poellnitz:

On August 29, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 850 Victory Drive W.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 13 BLK 2 VICTORY PL MBK 3 P 658-660 #SEC 29 T4S R1W #MP29 09 29 4 003

Parcel Number: 29 09 29 4 003 076

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **October 29, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 29, 2022,** provide the Code Official with a work plan to accomplish the repairs by **October 29, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 29, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on November 8, 2022, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator




2023/10/31


2022/10/31


2022/10/31

NUISANCE ABATEMENT **850 VICTORY DRIVE W** **AGENDA PHOTOS / DW**




2022/10/31

NUISANCE ABATEMENT **850 VICTORY DRIVE W** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **850 VICTORY DRIVE W** **AGENDA PHOTOS / DW**




2022/10/31

Affidavit of Mailed Notice

Date: November 8, 2022

State of Alabama
County of Mobile

Subject Property – 850 Victory Drive W

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 850 Victory Drive W Date: August 12, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 11, 2022

Per the Title Report, the owner is: Bobby Poellnitz

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SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Bobby Poellnitz 666 Palm St Apt 3 Mobile AL 36607-1247	Owner Phone number
2	Bobby Poellnitz 850 Victory Dr W Mobile AL 36606-4208	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

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:
11/8/2022

Renewal Date of Contract:
11/8/2022

Funding Source

Project # 2721 Ralston Road - ME-091-22 **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
2721 Ralston Road	Cover Memo	11/2/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	11/3/2022 - 9:04 AM
City Clerk	Gauthier, Lana	Approved	11/3/2022 - 11:09 AM

MUNICIPAL ENFORCEMENT DIVISION
November 1, 2022

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 8, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2721 RALSTON ROAD** OWNED BY OR MAY HAVE AN INTEREST: **MARK BAILEY,** 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 08 19 4 003 010
COUNCIL DISTRICT 5 – JOEL DAVES
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

RESOLUTION

Sponsored by: Councilmember 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 **2721 Ralston Road** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2721 Ralston Road** described as:

LOT 10 BLK E RESUB OF WESTLAWN MBK 4 P 516-520 #SEC 19 T4S R1W #MP29 08 19 4 003

Parcel Number: 29 08 19 4 003 010

Last Assessed to: MARK BAILEY

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

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 09/15/2022

Property Address: 2721 Ralston Road **District No:** 5

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [ ] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

2721 RALSTON RD

Property Details

PARCEL KEYX	00860483	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	5
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
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	N	FOUNDATION COMRROMISED	Y
SURVEY DATE	2022-04-11	COMMENTS	

Property Score

SCORE	77	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7/25/22

Votes 5 to 0 for Demolition

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Mark Bailey
15 Hargis Way SE
Cartersville, Georgia 30120-3497

September 15, 2022

RE: **2721 Ralston Road**
Project Number: ME-091-22

Dear Mark Bailey:

On August 29, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2721 Ralston Road.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 10 BLK E RESUB OF WESTLAWN MBK 4 P 516-520 #SEC 19 T4S R1W #MP29 08 19 4 003

Parcel Number: 29 08 19 4 003 010

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **October 29, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 29, 2022,** provide the Code Official with a work plan to accomplish the repairs by **October 29, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 29, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on November 8, 2022, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **2721 RALSTON ROAD** **AGENDA PHOTOS / DW**




2022/10/31


2022/10/31

NUISANCE ABATEMENT **2721 RALSTON ROAD** **AGENDA PHOTOS / DW**




2022/10/31

Affidavit of Mailed Notice

Date: November 8, 2022

State of Alabama
County of Mobile

Subject Property – 2721 Ralston Road

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, 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 **4 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **2721 Ralston Road** Date: August 12, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 10, 2022

Per the Title Report, the owner is: Mark Bailey

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Mark Bailey 15 Hargis Way SE Cartersville GA 30120-3497	Owner
2	Mark Bailey 607 Pine ST Saraland AL 36571-3256	Secondary Address
3	Mark Bailey 2721 Ralston Rd Mobile AL 36606-2357	Subject Address

TAX STATUS: 2021 Tax Lien

4	Mobile County Revenue Commission 3925 Michael Blvd STE G Mobile AL 36609	2021 tax lien

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Deputy Executive Director of Public Works Shonnda Smith

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Recognizing the employee of the month for November, Freda Mitchell with the Tennis Division of the Parks and Recreation Department.

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution - Freda Mitchell	Cover Memo	10/17/2022

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Gauthier, Lana	Approved	11/3/2022 - 9:28 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **Date November 8, 2022 – Name: Freda Mitchell (Employee #15496) Parks & Recreation (Tennis)**

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Marc Vassallo

Sponsored by:

Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	11/3/2022

REVIEWERS:

Department	Reviewer	Action	Date
Public Service	Gauthier, Lana	Approved	11/3/2022 - 1:25 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **November 2022 – Kelvin Daniels (Employee #13725 – Urban Forestry)**

This employee is to be commended for their exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

James A. DeLapp, Executive Director of Public Works

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Recognizing Employee of the month for November, Jason Davis, in Facilities Maintenance (Public Works at Large)

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	11/1/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Gauthier, Lana	Approved	11/3/2022 - 9:25 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **November 2022 – Jason Davis (Employee # 15781)**
  Public Works at Large (Facilities Maintenance)

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH REACHING A GOAL OF 100 MEMBERS BY DECEMBER 30, 2023

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-01 / 10041020-42080	**Discretionary Funds** DSC-01
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - NATIONAL ASSOCIATION OF WOMEN BUSINESS OWNERS	Cover Memo	11/3/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/3/2022 - 12:22 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$1,000.00** to National Association of Women Business Owners, from his discretionary funds*; and

WHEREAS, *National Association of Women Business Owners,* 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 National Association of Women Business Owners*, will be used to assist with reaching a goal of 100 members by December 30, 2023*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to National Association of Women Business Owners, 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:11/8/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUND WILL BE USED TO PURCHASE 25,000 POUNDS OF FOOD FROM FEEDING THE GULF COAST FOOD BANK AND SOME TURKEY FOR THE THANKSGIVING HOLIDAY

Amount of Contract:

$2,250.00

Funding Source

Project # DSC-01 / 10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	11/3/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/3/2022 - 11:23 AM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$2,250.00** to Right Way Christian Center Church, from his discretionary funds*; and

WHEREAS, *Right Way Christian Center Church* is an Alabama non-profit religious association 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 *Right Way Christian Center Church to assist with the purchase of 25,000 pounds of food from Feeding the Gulf Coast food bank and some turkeys for the Thanksgiving holiday* 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 **$2,250.00** to Right Way Christian Center Church 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:11/8/2022

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER SCOTT JONES

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIST WITH THE INSTALLATION OF CAMERAS AT THE ENTRANCE OF THE NEIGHBORHOOD AND CLEANING OUT THE STORM DRAINS ALONG SOLLIE ROAD

Amount of Contract:
$3,000.00

Funding Source

Project # DSC-06 / 10041020-42080 **Discretionary Funds** DSC-06

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	11/3/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/3/2022 - 11:28 AM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Scott Jones*

WHEREAS, *Councilmember Jones wishes to appropriate **$3,000.00** to Wynnfield Homeowners Association, Inc. from his discretionary funds*; and

WHEREAS, *Wynnfield Homeowners 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 *Wynnfield Homeowners Association, Inc. will be used to assist with the installation of cameras at the entrance of the neighborhood and cleaning out the storm drains along Sollie Road,* 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 **$3,000.00** to Wynnfield Homeowners 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:11/8/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUND WILL BE USED TO HELP WITH THE FOOD FOR THE CHRISTMAS CELEBRATION FOR DISTRICT 7 TO BE HELD AT THE MOBILE MUSEUM OF ART ON DECEMBER 5, 2022

Amount of Contract:

$2,095.00

Funding Source

Project # DSC-07 - 10041020-42140 **Discretionary Funds** DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - CC'S CLASSIC CATERING, LLC	Cover Memo	11/3/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/3/2022 - 11:35 AM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **$2,095.00** to CC's Classic Catering, LLC from her discretionary funds*; and

WHEREAS, *CC's Classic Catering, LLC,* is an Alabama domestic company 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 *CC's Classic Catering, will be used to help with the food for the Christmas celebration for District 7 to be held at the Mobile Museum of Art on December 5, 2022*, 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 **$2,095.00** to CC's Classic Catering, LLC, 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:11/8/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL GIVING $ 2,500.00
COUNCILMEMBER C.J. SMALL GIVING $ 5,000.00
COUNCILMEMBER SCOTT JONES GIVING $ 1,000.00
COUNCILMEMBER JOEL DAVES GIVING $ 1,500.00
COUNCILMEMBER GINA GREGORY GIVING $ 1,500.00
TOTAL $ 11,500.00

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP ASSIS THE MARCHING COUGARS BAND WITH PURCHASING DRUMSTICKS, STRAPS, WINDBREAKERS, SPATS, DRUMHEADS BANNER AND OPERATIONAL TRAVEL EXPENSES

Amount of Contract:

$11,500.00

Funding Source

Project # **Discretionary Funds** DSC-02; DSC-03; DSC-05; DSC-06 & DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - UNITED METHODIST INNER CITY MISSION OF MOBILE, INC.	Cover Memo	11/3/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/3/2022 - 12:49 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*
Councilmember C.J. Small
Councilmember Joel Daves
Councilmember Scott Jones
Councilmember Gina Gregory

WHEREAS, *Councilmember Carroll wishes to appropriate **$2,500.00;** Councilmember Small wishes to appropriate **$5,000.00;** Councilmember Daves wishes to appropriate **$1,500.00**; Councilmember Jones wishes to appropriate **$1,000.00** and Councilmember Gregory wishes to appropriate **$1,500.00 (TOTAL $11,500.00)** to the United Methodist Inner City Mission of Mobile, Inc., from their discretionary funds*; and

WHEREAS, *United Methodist Inner City Mission of Mobile, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to United Methodist Inner City Mission of Mobile, Inc., *will be used to help assist the Marching Cougars Band with purchasing drumsticks, straps, windbreakers, spats, drumheads, banner and operational travel expenses,* 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 **$11,500.00** to United Methodist Inner City Mission of Mobile, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	11/8/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/8/2022 - 8:20 AM

03-1005 **2022**

R E S O L U T I O N

Sponsored by: Councilmember Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Harris Oswalt is re-appointed to the Mobile Library Board effective immediately for a term ending November 8, 2026.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Schaefer Plastics North America LLC for residential trash carts for Public Services.

General fund.

Amount of Contract:

$47,287.69

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

ATTACHMENTS:

Description	Type	Upload Date
20221102 Schaefer Agenda Package POs	Cover Memo	11/2/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/3/2022 - 2:33 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1470	2023	(2090B) GARBAGE COLLECTION	793 96GAL RESIDENTIAL TRASH CONTAINERS (HGAC COPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$47,287.69	(297915) SCHAEFER PLASTICS NORTH AMERICA, LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00001470-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SCHAEFER PLASTICS NORTH AMERICA, LLC	PUB WORKS - TRASH
10301 WESTLAKE DRIVE	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
CHARLOTTE, NC 28273	
Tel#704-944-4500	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/22	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER HGAC CONTRACT #RCO1-21 AND YOUR QUOTE 023081-1 DATED 10/25/22			
001	TRASH CONTAINER, 96 GALLON, NESTABLE, BODY COLOR -SANDSTONE, LID COLOR BLACK -, BODY HOT STAMP ON BOTH SIDES (EXISTING) IN WHITE WITH CITY LOGO, WHEELS - 10 INCH SUNBURST, CUSTOMER SERIAL NUMBER HOT STAMPED ON FRONT OF CART BODY IN WHITE, 2/3 ASSEMBLED WITH LID (DOWN), STOP BAR AND AXLE COMPONENTS, 96 GALLON, UNIVERSAL NESTABLE CART NIPA.	793.00 EACH	57.33000	45462.69
	Additional Description Notes			
	VENDOR PROVIDING: 95Q000 - USD95Q 95 GALLON BAR CART: STANDARD COLOR BODY AND LIG (BODY- SANDSTONE, LID- BLACK) 10" PLASTIC WHEELS BODY HOT STAMP			
	CARTS ARE TO HAVE THE FOLLOWING : LID: ON SIDE FACING THE STREET TO HAVE THE WORDS “CITY SERVICES CALL 311”.			
	ON THE LID, BACK TOWARDS THE RESIDENT WILL BE THE WORDS “TO STREET” WITH 2 ARROWS POINTING TO THE STREET EITHER SIDE OF THE WORDS.			
	ALL WORDS AND ARROWS ON LID TO BE WHITE			

Bill To	Requisition 00001470-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
SCHAEFER PLASTICS NORTH AMERICA, LLC
10301 WESTLAKE DRIVE

CHARLOTTE, NC 28273

Tel#704-944-4500

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/22	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	FRONT OF THE CART BODY TO HAVE THE WORDS “TO THE STREET” IN WHITE.			
	TO HAVE RFID CHIP IN HANDLE.			
	AS PER HGAC CONTRACT RCO1-21 YOUR QUOTE # 023081-1.			
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			45462.69
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
002	FREIGHT	1.00 EACH	1825.00000	1825.00
	Vendor Item Inventory Item/Loc 14009			
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			1825.00

Bill To	Requisition 00001470-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SCHAEFER PLASTICS NORTH AMERICA, LLC	PUB WORKS - TRASH
10301 WESTLAKE DRIVE	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
CHARLOTTE, NC 28273	
Tel#704-944-4500	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/22	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 47287.69

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020.	47287.69	
SANITATION EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	10/28/22	KINA ANDREWS	Auto approved by: 910520042
Approved	10/28/22	JAMES DELAPP	Auto approved by: 910520042
Approved	10/28/22	MARC VASSALLO	
Approved	11/01/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	11/01/22	DONALD ROSE	Auto approved by: 9105paij
Approved	11/01/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	11/01/22	KAREN NAMAN	Auto approved by: 9105paij

Bill To	Requisition 00001470-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SCHAEFER PLASTICS NORTH AMERICA, LLC	PUB WORKS - TRASH
10301 WESTLAKE DRIVE	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
CHARLOTTE, NC 28273	
Tel#704-944-4500	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/22	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 11/01/22 JOHN PAINE			
	Approved 11/01/22 MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

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GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Schaefer Systems International, Inc., hereinafter referred to as the Contractor, having its principal place of business at 10021 Westlake Drive, Charlotte, NC 28273.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS
The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR
The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

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The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jan 01 2021 and ends Dec 31 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

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off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*
   H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

   The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.
B. *Default*

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H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) lf the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

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applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

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END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Schaefer Systems International, Inc.

Signature 

Name Brett Belda

Title Vice President of Sales

Date 12/29/2020

H-GAC

Signature 

Name Chuck Wemple

Title Executive Director

Date 1/4/2021

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SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement**,** and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

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benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance**.** Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement**,** including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed**,** and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

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Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

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Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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Attachment A
Schaefer Systems International, Inc.
Refuse and Recycling Containers & Lifters
Contract No.: RC01-21

H-GAC Product Code	Item Description	Offered Price	Minimum Qty
RC21A96	**Schaefer Systems International, Inc.** GMT120 32-gallon capacity European-style refuse/recycling container, injection molded, 8" rubber wheels	$ 52.25	100
RC21A97	**Schaefer Systems International, Inc** USD65M 65-gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 10" quick-release plastic wheels	$ 47.50	104
RC21A98	**Schaefer Systems International, Inc.** USD95Q 95-gallon capacity residential rollout cart; universal dumping design, injection molded, steel lower bar, 10" quick-release plastic wheels	$ 50.25	110
RC21A99	**Schaefer Systems International, Inc.** GMT240 64-gallon capacity European-style refuse/recycling container, injection molded, 8" rubber wheels	$ 56.25	110
RC21D65	**Schaefer Systems International, Inc.** GMT140 38-gallon capacity European-style refuse/recycling container, injection molded, 8" rubber wheels	$ 54.25	104
RC21D89	**Snyder Industries** 40 Gallon ECO-Tainer - 40 gallon capacity waste receptacle, lid has 4 openings for manual disposal, side load automated or manual unloading, double wall design, Rotational molded HDPE plastic resin, HDPE plastic resin is a class 2 recyclable resin. Base can be weighted up to 75 lbs, (10) standard colors.	$ 450.00	6
RC21D90	**Snyder Industries** 58 Gallon ECO-Tainer - 58 gallon capacity waste receptacle, lid has 4 openings for manual disposal, side load automated or manual unloading, double wall design, Rotational molded HDPE plastic resin, HDPE plastic is a class 2 recyclable plastic, Base can be weighted up to 75 lbs, (10) standard colors.	$ 575.00	6
RC21D91	**Snyder Industries** 200G - 200 gallon (0.992 Cu Yd^3) capacity can. Rotationally molded HDPE plastic resin, commercial/industrial container, side load application, molded-in tabs for unloading, HDPE plastic resin is a class 2 recyclable plastic, (10) standard colors.	$ 200.00	10
RC21D92	**Snyder Industries** 300G - 300 gallon (1.485 Cu Yd^3) capacity can. Rotationally molded HDPE plastic resin, commercial/industrial, side load application, molded in tabs for unloading, HDPE plastic resin is a class 2 recyclable plastic, (10) standard colors	$ 225.00	10
RC21D93	**Snyder Industries** 450G - 450 gallon (2.228 Cu Yd^3) capacity can. Rotationally molded HDPE plastic resin,commercial/industrial, side load application, molded in tabs for unloading, HDPE plastic resin is a class 2 recyclable plastic, (10) standard colors.	$ 300.00	10
RC21F37	**Schaefer Systems International, Inc.** USD35B 35 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 8" wheels.	$ 39.50	108
RC21F38	**Schaefer Systems International, Inc** USD65B 65 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 10" wheels.	$ 49.00	104
RC21F39	**Schaefer Systems International, Inc** USD95B 95 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 12" wheels.	$ 56.25	100
RC21F40	**Schaefer Systems International, Inc** USD65C 65-gallon capacity resident rollout cart with Euro/Comb lifter, injection molded, no lower lift bar, 10" plastic wheels	$ 49.00	104
RC21F41	**Schaefer Systems International, Inc.** USD95C 95-gallon capacity resident rollout cart with Euro/Comb lifter, injection molded, no lower lift bar, 12" plastic wheels	$ 56.25	105
RC21F42	**Schaefer Systems International, Inc** USD95M 95 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 10" quick-release plastic wheels	$ 50.25	105
RC21G105	**Schaefer Systems International, Inc.** GMT360 96-gallon capacity European-style refuse/recycling container, injection molded, 12" rubber wheels	$ 72.50	100

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RC21G106	**Snyder Industries** 70/30 Lid - fits on 200-300-450 Gallon Cans. Two piece lid. Rotationally molded HDPE plastic resin, commercial/industrial, (4) molded in hinge brackets, (4) plastic pins with clips, (8) lid mounting bolts, washers, and locking nuts, front lid is single wall design, bi-lingual instructions molded into plastic. (10) standard colors.	$ 125.00	10
RC21G107	**Snyder Industries** 50/50 Lid - fits on 200-300-450 Gallon Cans. Three piece lid. Rotationally molded HDPE plastic resin, commercial/industrial, (4) molded in hinge brackets, (4) plastic pins with clips, (8) lid mounting bolts, washers, and locking nuts. Front lids are double wall design. (10) Standard colors.	$ 165.00	10
RC21H127	**Schaefer Systems International, Inc.** USD35C 35-gallon capacity resident rollout cart with Euro/Comb lifter, injection molded, no lower lift bar, 8" plastic wheels	$ 39.50	108
RC21H128	**Schaefer Systems International, Inc.** WISTAROne® Handheld RFID Reader	$ 875.00	1
RC21H129	**Schaefer Systems International, Inc.** WISTAROne® Service Verificaton Equipment - RFID Truck System w/ In-Cab Display - Per Truck Cost	$ 4,200.00	1
RC21H130	**Schaefer Systems International, Inc** WISTAROne® Monthly Data Subscription for Handheld Scanner &/or RFID Truck System (Minimum 1-Year Subscription)	$ 60.00	12 MONTHS
RC21H131	**Schaefer Systems International, Inc** WISTAROne® Asset Management Only Annual Subscription - 1-Year Subscription	$ 3,600.00	12 MONTHS

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

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

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from H-GAC related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for 50 sets of bunker gear for MFRD.
General fund.

Amount of Contract:

$147,400.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221102 Sunbelt Agenda Package POs	Cover Memo	11/2/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/3/2022 - 2:33 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1293	2023	(1510) FIRE ADMISTRATION	50 SETS OF TURNOUT/BUNKER GEAR FOR MFRD (SEALED BID 5637)	$147,400.00	(198904) SUNBELT FIRE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00001293-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 1

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
richardsonv@cityofmobile.org

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/22	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	FIRE COAT SHORT LENGTH, MFD/NFPA SPECS, CROSSTECH MOISTURE BARRIER, TRI COLOR FDNY REFLECTIVE TRIM. RADIO POCKET LEFT CHEST, MFRD ON BACK, HUNG LETTER PATCH, COLORS AS STATED. VENDOR TO PROVIDE GLOBE G-XCEL. AS PER MY BID 5637. Vendor Item Inventory Item/Loc 4267	50.00 EACH	1624.00000	81200.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0040 .CAPEQUIPMT. .			81200.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

002	FIRE TURNOUT/BUNKER PANT, HIGH WAIST, MFD/NFPA SPECS, TRI COLOR REFLECTIVE FDNY TRIM. TO BE FURNISHED WITH PADDED RIPCORD	50.00 EACH	1324.00000	66200.00

Bill To	Requisition 00001293-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 2

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
richardsonv@cityofmobile.org

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/22	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	ADJUSTMENT "H" STYLE SUSPENDERS. VENDOR TO PROVIDE GLOBE G-GPS. AS PER MY BID 5637. Vendor Item Inventory Item/Loc 4268			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0040 .CAPEQUIPMT. .			66200.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 147400.00

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

Account	Amount	Remaining Budget
E E0040 .CAPEQUIPMT. .	147400.00	77.21

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.		

Bill To	Requisition 00001293-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 3

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
richardsonv@cityofmobile.org

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/22	00000				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)	147400.00	

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

Activity	Date	Clerk	Comment
Approved	10/25/22	JEREMY LAMI	Auto approved by: 910512538
Approved	10/25/22	BARRY GLISSON	Approved Per Chief Lami
Approved	10/25/22	JAMES FRANK	Auto approved by: 910512538
Approved	10/26/22	BRENDA RHODES	
Approved	10/26/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	10/26/22	RELYA MALLORY	Auto approved by: 910511034
Approved	10/26/22	TAMMY BROADHEAD	Auto approved by: 910518820
Approved	10/26/22	EMILY NORTON	

Authorized By: _____ Date: _____
Signature

BID 5637
FIRE BUNKER GEAR

	Georgia Fire	Sunbelt
Bunker Coat		$1,624.00
Bunker Pants	Bid as complete package	$1,324.00
Suspenders		$48.00
	$3,331.00	$2,996.00

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: sd Buyer: 006

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:
12/10/2021	5637	Fire	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, January 13, 2022

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
	FIRE SERVICE BUNKER GEAR					
Appx 0 to 300	Bunker Coat, Mobile Fire Rescue Department Specifications and NFPA Pamphlet 1971, 2013 revision. NFPA (FDNY) tri-color reflective trim, nomex radio pocket on left chest, 4" reflective sewn-on lime/yellow letters "MFRD" for back of coat, hanging letter patch at rear bottom for firefighter's name, as per the attached specifications. Item 4267 Make_____ Model_____					
Appx 0 to 300	Bunker Pants, Mobile Fire Rescue Specifications and NFPA Pamphlet 1971, 2013 revision. NFPA 1971 tri-color reflective trim as per the attached specifications. To be furnished with Padded Ripcord Adjustment "H" Style Suspenders, as per the attached specifications. Item 4268 Make_____ Model_____					
			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 withdrawn 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 exemption certificate will be issued in lieu of same. The City is exempt from the 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) 208-7461 or cityofmobile.org/taxes.php.
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 will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase 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
	Page 2 of 3					
Appx 0 to 300	**OPTION:** Suspenders, Padded, Ripcord Adjustment "H" Style, as per the attached specifications. Item 4187 Make_____Model_____					
	OPTION: 2 weeks rush charge, cost per item_____					
	GENERAL INFORMATION Provide Literature and Specifications on bunker gear bid. Product or Brand names listed are to set the quality and functional levels for the Bunker Gear to be bought by the City of Mobile. The names of the products or materials are examples of the goal of what the City wants the product to do and provide for the safety of the employee. Your construction style and materials used may differ, but the actual safe function of the gear and the comfort of the user are important. Price of the above bunker gear to be firm for a one (1) year period from award of this Bid. At the option of the City of Mobile and the successful vendor, the award of this contract may be extended for an additional two (2) years, if pricing and terms remain the same. The City of Mobile reserves the right to request a sample of Bunker Pants or Bunker Coat made to Mobile Fire Department Specifications from the apparent low bidder prior to award to insure that item bid meets Mobile Fire Department Specifications. If requested, sample must be provided within 3 business days of request. The manufacturer shall have a repair process in place prior to opening of bid. Vendor may have a process, but it will need to be clearly defined and a proven process that works for major municipalities. Experience level and proof of repair will need to be verified by the Mobile Fire-Rescue Department in the evaluation process of the bid.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

Vendor to provide training on cleaning process to City's contract vendor responsible for cleaning bunker gear.

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.**

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 completed order.

GENERAL SPECIFICATIONS
PROTECTIVE JACKET
FOR STRUCTURAL FIRE FIGHTING

Mobile Alabama Fire Dept

SCOPE

This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural fire fighting. All materials and construction will meet or exceed NFPA Standard #1971 and OSHA for structural fire fighters protective clothing.

_____Comply _____Exception

The City has determined that these products listed meet the City's needs. Any manufacturer's reference is only descriptive of the type and quality the City desires to purchase. Bids for similar products of like quality will be considered if the bid is fully noted including brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meets the City's product and support needs.

OUTER SHELL MATERIAL - JACKETS

The **"PbiMax®"** or equal outer shell shall be manufactured by SAFETY COMPONENTS and constructed of 70/30 Pbi™ dominant Kevlar® with Kevlar® filament Comfort Twill weave. This outer shell fabric shall have an approximate weight of 7.0 oz. per square yard and must be treated with a durable water-repellent finish. Color of the garments shall be natural/gold.

_____Comply _____Exception

THERMAL INSULATING LINER - JACKET

The thermal liner shall be constructed of 6.8 oz. per square yard Safety Components **GLIDE ICE™ with PBI® G2** or equal; two layers of 20%Pbi/80% DuPont™ Aramid aperture spunlace quilt stitched to a to a 60% Nomex® Filament/40% Nomex®/Lenzing spun yarn Face Cloth. An approximate 7 inch by 9-inch pocket, constructed of self material and lined with moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a lock stitch. The thermal liner shall be attached to the moisture barrier and bound together by bias-cut Neoprene coated cotton/polyester around the perimeter. This provides superior abrasion resistance to the less expensive, less durable "stitch and turn" method. Further mention of "Thermal Liner" in this specification shall refer to this section.

_____Comply _____Exception

MOISTURE BARRIER - JACKETS

The moisture barrier material shall be STEDFAST **"STEDAIR® GOLD"** or equal ePTFE moisture barrier is engineered using an 80% Nomex®/20% Pbi® pajama check substrate and BHA Technologies ePTFE membrane. The Stedair bicomponent ePTFE membrane is a combination of microporous and monolithic technologies. The moisture barrier material shall meet all moisture barrier

requirements of NFPA 1971 edition, which includes water penetration resistance, viral penetration resistance and common chemical penetration resistance. The moisture barrier shall be sewn to the thermal liner at the edges only and bound with bias-cut neoprene-coated cotton/polyester binding. Further mention of "Specified Moisture Barrier" in this specification shall refer to this section.

_____Comply _____Exception

SEALED MOISTURE BARRIER SEAMS

All moisture barrier seams shall be sealed with a minimum 1-inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

_____Comply _____Exception

METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS

The thermal liner and moisture barrier shall be completely removable from the jacket shell. Two strips of 5/8 inch wide FR hook and loop fastener tape shall secure the thermal liner/moisture barrier to the outer shell along the length of the neckline under the collar (see Collar section). The remainder of the thermal liner/moisture barrier shall be secured with snap fasteners appropriately spaced on each jacket facing and Are-Shield® snap fasteners at each shell sleeve end. There shall be one Ara-shield® snap tab in the liner in addition to snap fasteners to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed.

_____Comply _____Exception

THERMAL PROTECTIVE PERFORMANCE

The assembled garment, consisting of an outer shell, moisture barrier, and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

_____Comply _____Exception

STITCHING

The outer shell shall be assembled using stitch type #301, #401, #514 and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Major A outer shell structural seams, major B structural liner seams and shall have a minimum of 8 to 10 stitches per inch. All Major A seams shall be sewn with ball point needles only. All seams shall be continuously stitched only.

_____Comply _____Exception

JACKET CONSTRUCTION

BODY

The body of the shell and AXTION® or equal liner system shall be constructed of three separate panels consisting of two front panels and one back panel. The body panels shall be shaped so as to provide a tailored fit thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. One-piece outer shells shall not be acceptable.

_____Comply _____Exception

SIZING

The jacket length shall be measured from the juncture of the collar and back panels to the hem of the jacket and shall measure

27 inches in the front/31 inches long in the back. (women's)
29 inches in the front/33 inches long in the back. (standard)
32 inches in the front/36 inches long in the back.
35 inches in the front/39 inches long in the back.

The jacket shall be available in male and female patterns in even size chest measurements of two-inch increments and shall range from a small size of 30 to a large size of 68. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable.

_____Comply _____Exception

DRAG RESCUE DEVICE (DRD)

A Firefighter Drag Rescue Device (DRD) shall be installed in each jacket. The ends of a 1-inch wide strap, constructed of Kevlar®, shall be sewn together to form a continuous loop. The strap shall be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by an FR strap. The DRD shall be removable for laundering. The access port shall be covered by an outside flap of shell material, designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style DRD straps will not be considered.

_____Comply _____Exception

LINER ACCESS OPENING - JACKET

The liner system of the jacket shall incorporate an opening at the leading edges of the right front panel. This opening shall run a minimum of 11 inches for the purpose of inspecting the integrity of the jacket liner system. When installed into the outer shell the Liner Access Opening will be covered and protected by the overlap of the outer shell facing.

_____Comply _____Exception

RETROREFLECTIVE FLUORESCENT TRIM

The retroreflective fluorescent trim shall be lime/yellow 3M Scotchlite™ COMFORT Trim (Heat applied segmented L/Y borders with silver center). Each jacket shall have an adequate amount of retroreflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA 1971 and OSHA.The trim shall be in the following widths and shall be **NYC style**; 3 inch wide stripes - around the bottom of the jacket within approximately 1 inch of the hem, around the back and chest area approximately 3 inches below the armpit, around each sleeve below the elbow, around each sleeve above the elbow.

_____Comply _____Exception

SEWN ON RETROREFLECTIVE LETTERING

Each jacket shall have 3" lime/yellow 3M Scotchlite™ lettering on Row_____reading: M F R D
Each jacket shall have an option for either 2 inch or 3-inch lime/yellow 3M Scotchlite™ lettering on a hanging letter patch reading: Firefighter Name

_____Comply _____Exception

LETTER PATCH

Hanging Letter Patch

The Hanging letter patch shall be constructed of a double layer of outer shell material. The letter patch will attach to the rear inside hem of the jacket with a combination of snap fasteners and FR hook and loop fastener tape.

_____Comply _____Exception

COLLAR & FREE HANGING THROAT TAB

The collar shall consist of a minimum four-layer construction and be of one-piece design. The outer layers shall consist of one layer of specified outer shell material on outside and a layer of PCA black Advance™ as standard on the inside and two layers of a moisture barrier. The rear inside ply of aramid pajama check shall be sewn to the collar's back layer of outer shell at the edges only. The forward inside ply of moisture barrier shall be sewn to the inside of the collar at the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements. The collar shall be a minimum of 3 inches high and graded to size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar's back layers of outer shell and moisture barrier shall be joined to the body panels with two rows of stitching. The collar's front layers of moisture barrier and outer shell shall have a strip of ⅝ inch wide FR hook fastener tape stitched to the inside lower edge and running the full length of the collar. The inside strip of ⅝ inch wide FR hook fastener tape sewn to the underside of the collar shall engage a corresponding piece of FR loop fastener tape on the neck extension of the liner system. A self material fabric hanger loop shall be sewn at the top of collar.

The throat tab shall consist of a minimum 4-layer construction and it shall be of be a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 3½ inches wide at the center tapering to approximately 2 inches at each end with a total length of approximately 9 inches. The throat tab will be attached to the right side of the collar by a 1 inch wide by 1½ inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with FR hook and loop fastener tape. The FR hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. A 1½ inch by 3-inch piece of FR loop fastener tape shall be sewn horizontally to each end of the throat tab and a 1 inch by 3-inch piece of FR hook fastener tape shall be sewn horizontally to the throat tab. A corresponding piece of FR hook fastener tape measuring 1 inch by 3 inches shall be sewn horizontally to the leading outside edge of the collar on the left side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. The collar closure strap shall fold in half for storage with the FR loop fastener tape engaging the FR hook fastener tape.

_____Comply _____Exception

JACKET FRONT

The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure approximately 3 inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. There shall be wicking barrier constructed of a moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. The wicking barrier shall extend no more than a maximum of ¾ inch beyond the inner facing and false facing shall be unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

_____Comply _____Exception

STORM FLAP

A rectangular storm flap measuring approximately 3¼ inches (6 inches for hook and dee inside/FR hook and loop fastener tape outside closure; aka #7C) wide and a minimum of 21 inches long shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right-side body panel and shall be reinforced at the top and bottom with backtacks.

_____Comply _____Exception

STORM FLAP AND JACKET FRONT CLOSURE SYSTEM

The jacket shall be closed by means of a 20-inch size #10 heavy duty high-temp smooth-gliding YKK Vislon® zipper on the jacket fronts and FR hook and loop fastener tape on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket fronts.

The storm flap shall close over the left and right jacket body panels and shall be secured with FR hook and loop fastener tape. A 1½ inch piece of FR loop fastener tape shall be installed along the leading edge of the storm flap on the underside with four rows of stitching. A corresponding 1½ inch piece of FR hook fastener tape shall be sewn with four rows of stitching to the front body panel and positioned to engage the loop fastener tape when the storm flap is closed over the front of the jacket.

_____Comply _____Exception

SEMI-EXPANSION (BELLOWS) POCKETS

Each jacket front body panel shall have an 8-inch-wide by 8-inch-high semi-expansion pocket double stitched to it and shall be located to provide accessibility. The leading edge of the pockets shall be sewn flush with the jacket. The rear of the pockets shall expand to a depth of 2 inches. *The semi-expansion pocket shall be reinforced with a layer of Kevlar® approximately 5 inches up on the inside of the pocket.* Two rust resistant metal drain eyelets shall be installed in the bottom of each semi-expansion pocket to facilitate drainage of water. The pocket flaps shall be constructed of two layers of outer shell material and shall measure approximately 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The pocket flaps shall be angled with the front edge 1" shorter than the back edge, the upper pocket corners shall be reinforced with proven backtacks, and pocket flaps shall be reinforced with backtacks. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1½ inch by 3-inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3-inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

Additionally, a separate hand warmer pocket compartment will be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® fleece for warmth and comfort.

_____Comply _____Exception

AXTION® SLEEVES

The sleeves shall be of two-piece construction and contoured, having an upper and a lower sleeve. Both the under and upper sleeve shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be two outward facing pleats located on the front and back portion of the sleeve on the shell and thermal liner. On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under sleeve. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

The pleats shall expand in response to upper arm movement and shall fold in on themselves when the arms are at rest. This expansion shall allow for greater multi-directional mobility and flexibility in the shoulder and arm areas, with little restriction or jacket rise. Neither stovepipe nor raglan-style sleeve designs will be considered acceptable.

_____Comply _____Exception

SLEEVE CUFF REINFORCEMENTS

The sleeve cuffs shall be reinforced with black suede leather. The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end; a single row of stitching shall be considered unacceptable. This independent cuff provides an

additional layer of protection as compared to a turned and stitched cuff. Jackets finished with a turned and stitched cuff do not provide the same level of abrasion resistance and will be considered unacceptable.

_____Comply _____Exception

WRISTLETS / SLEEVE WELLS

Each jacket shall be equipped with **Nomex® hand and wrist guards** (over the hand) not less than 7 inches in length and of double thickness. A separate thumbhole with an approximate diameter of 2 inches shall be recessed approximately 1 inch from the leading edge. The color of the wristlets shall be grey. The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form a cuff end that shall be elasticized providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snap tabs on the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

_____Comply _____Exception

LINER SHOULDER THERMAL ENHANCEMENT

A minimum of one additional layer of thermal liner material shall be used to increase thermal insulation in the shoulder area of the liner system. This thermal enhancement layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, and 5 inches to the front, 2 inches to the back of the shoulder cap. The shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

_____Comply _____Exception

THERMAL FULL UPPER PADDING

An additional layer of **GLIDE™ ICE with PBI G2** thermal liner material shall be used to increase thermal insulation in the upper back, front, shoulders, and upper arm areas of the liner system. This thermal enhancement layer shall consist of five pieces, one on the upper back, one on the top of each shoulder extending down the front and one on each upper arm to provide greater CCHR protection in these high compression areas. The upper back, front, shoulder, and upper arm thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the

liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Thermal scraps shall not be substituted for full-cut fabric padding.

_____Comply _____Exception

RADIO POCKET

Each jacket shall have a pocket designed for the storage of a portable radio. This pocket shall be of box type construction, double stitched to the jacket and shall have one drainage eyelet in the bottom of the pocket. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 3 inches longer than the depth of the pocket and approximately ¼ inch wider than the pocket. The pocket flap shall be closed by means of FR hook and loop fastener tape. A 1½ inch by 3-inch piece of FR hook fastener tape shall be installed on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1½ inch by 3-inch piece of FR loop fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. In addition, the entire inside of the pocket shall be lined with neoprene coated cotton/polyester material to ensure that the radio is protected from the elements. The impermeable barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket shall measure approximately 3 inches deep by 2.5 inches wide by 7 inches high and shall be installed on the left chest.

_____Comply _____Exception

NOTCHED RADIO POCKET FLAP

The radio pocket flap shall be notched to accommodate the radio antenna on the both sides for a dual antenna notch.

_____Comply _____Exception

MICROPHONE STRAP

A strap shall be constructed to hold a microphone for a portable radio. It shall be sewn to the jacket at the ends only. The size of the microphone strap shall be 1-inch x 3 inches. The microphone strap shall be mounted high on the left chest near the collar, and a second strap placed high on the right chest near the collar. Both shall be constructed of double layer outer shell material.

_____Comply _____Exception

FLASHLIGHT RETAINER STRAP

The jackets shall be equipped with a flashlight retainer strap. A double thickness strap of outer shell material measuring approximately 1 inch by 12 inches, shall be double stitched to the jacket in the middle of the strap. 1 inch by 4-inch flame resistant hook and loop fastener tape shall be attached to the loose ends of the strap so that they may be joined around the flashlight. There shall be two of the flashlight

retainer straps installed on the jacket. One flashlight retainer strap shall be located on the right chest. A second strap shall be located on the right chest, 4 inches below the mic strap.

_____Comply _____Exception

PANT CONSTRUCTION

SIZING

In order to ensure that every member of the department can safely perform to the maximum of their ability without extra bulk and without restriction, Pants shall be available in all sizes and dimensions as follows:

Pants:

Gender: Gender specific Men's and Women's patterns
Waist: Even sizes
Body Shape: Men's Regular, Relaxed and Slim
Relaxed is a fuller cut in the hips and thighs, like relaxed jeans.
Slim is a slenderer cut in the hips and thigh, like straight fit jeans.
Women's
Inseam: Even sizes

Pants available in only one or two standard shapes will not be acceptable.

_____Comply _____Exception

SEALED MOISTURE BARRIER SEAMS

All moisture barrier seams shall be sealed with a minimum 1-inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

_____Comply _____Exception

METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR PANTS

The thermal liner and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, 2 per leg. The Ara-shield® snap tabs on the shell shall be color coded to corresponding color coded snap tabs in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed. There shall be no hook and loop used to close the liner access opening.

_____Comply _____Exception

THERMAL PROTECTIVE PERFORMANCE

The assembled garment, consisting of an outer shell, moisture barrier and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

_____Comply _____Exception

STITCHING

The outer shell shall be assembled using stitch type #301, #401, #514 and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Major A outer shell structural seams and major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch. All major A seams shall be sewn with ball point needles only. All seams shall be continuously stitched only.

_____Comply _____Exception

BODY

The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped to provide a tailored fit, thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. In addition to the four body panels, there shall be a seamless, one-piece crotch gusset. The one-piece gusset allows for less bulk, comfort and more freedom of movement in this high stress area. The body panels, seam lengths and crotch gusset shall be graded to size to assure accurate fit in a broad range of sizes.

The front body panels will be wider than the rear body panels to provide more fullness over the knee area. This is accomplished by rolling the side leg seams (inside and outside) to the rear of the pant leg beginning at the knee. The slight taper will prevent premature wear of the side seams by pushing them back and away from the primary high abrasion areas encountered on the sides of the lower legs.

_____Comply _____Exception

CONTOURED SADDLE

The rise of the rear pant center back seam, including gusset, from the top back of the waistband to where it intersects the inside leg seams at the crotch shall exceed the rise at the front of the pant by approximately 8 inches. The longer rear center back seam provides added length in the seat for mobility without restriction when stepping up, kneeling, or crawling and maintains proper alignment of the knee, without twisting, directly over the kneepads when kneeling and crawling.

_____Comply _____Exception

LINER ACCESS OPENING (PANT)

The thermal liner and moisture barrier layers of the pant liner system shall be constructed in such a way as to allow an access opening for interior inspection, service and replacement. The thermal liner and moisture barrier layers shall be stitched together for security and prevention of inadvertent use of one layer

without the other. The liner system shall have a reinforcement material sewn to the bottom of the fly opening. This reinforcement will serve to prevent the liner from tearing in that area from the constant donning and doffing of the pants.

The liner system of the pant shall incorporate an opening along the back of the waistline for ease in inspecting the inner layers and to facilitate performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape and joined on each of the front panels, along the waistband from the front fly opening to side seam. The back of the liner system will be allowed to remain open with two snaps on either side of the back seam to attach the moisture barrier layer to the thermal liner layer. As described previously, the pant thermal layer system snaps directly to the independent waistband by means of nine snap fasteners. There shall be no hook and loop used to close the liner access opening.

_____Comply _____Exception

RETROREFLECTIVE FLUORESCENT TRIM

The pants shall have a stripe of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 in 3 inch lime/yellow 3M Scotchlite™ COMFORT Trim (Heat applied segmented L/Y borders with silver center). Bottom of trim band shall be located approximately 3" above cuff.

_____Comply _____Exception

ELASTICIZED WAISTBAND

The pant design facilitates the transfer of the weight of the pant to the hips instead of shoulders and suspenders. The two-rear outer-shell body panels, beginning at the pant side seams, shall incorporate an elasticized waist insert, running from the side seam towards the back of the trouser for an approximate distance of 4 inches. The rear elasticized waist inserts shall be integral to the shell of the pant and the elasticized portions shall be covered by the outer shell fabric of the pant.

The waist area of the pants shall be reinforced on the inside with a separate piece of black aramid outer shell material, cut on the bias (diagonally). The reinforcement shall be folded in half, for a finished bottom edge and shall have a finished width of not less than approximately 1½ inches. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The lower edge of the waistband shall be unattached to the shell to accept the thermal liner and moisture barrier. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement by means of nine snaps, spaced equidistant along the length of the waistband reinforcement. Inserting the liner system between the waistband reinforcement and outer shell serves to reduce the possibility of liner detachment while donning and doffing. The independent waistband construction affords greater comfort and fit than a turned and stitched method. Pants that do not include an independent waistband or are not cut on the bias will not provide the same amount of stretch to the garment and shall be considered unacceptable.

_____Comply _____Exception

EXTERNAL / INTERNAL FLY FLAP

The pants will have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the left front body panel and shall measure approximately 2 ¾ inches wide, with a length graded to size based on waist measurement and reinforced with bartacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner and specified moisture barrier, measuring approximately 2 inches wide, with a length graded to size based on waist, shall be sewn to the leading edge of the right front body panel.

The underside of the outside fly flap shall have a 1½ inch wide piece of FR loop fastener tape quadruple stitched full length along the shell material only; stitching shall not penetrate the moisture barrier insert between the two shell fabric layers to insure greater thermal protection and reduced water penetration. A corresponding strip of 1½ inch wide piece of FR hook fastener tape shall be quadruple stitched to the outside right front body panel securing the fly in a closed position.

_____Comply _____Exception

CLOSURE

Full Black Belt with Wide Belt Loops

Each pant shall include an approximate 2-inch-wide belt constructed of aramid webbing material with an adjustable hi-temp thermoplastic Delrin buckle serving as the exterior primary positive locking closure. This buckle shall also provide a quick-release mechanism for donning and doffing. The pants shall be equipped with a series of black aramid material belt loops spaced around the waist to accommodate the aramid belt.

There shall be three large loops measuring approximately 4 inches high by 4 1/4 inches long and two smaller loops measuring approximately 1/2-inch-wide by 3 1/2 inches long. Two of the large belt loops shall be placed on each side of the front of the pant and third on the rear of the waist, centered over the rear seam. The two smaller loops shall be placed on the rear of the pant, behind the side seams.

_____Comply _____Exception

ARTICULATED KNEE

The outer shell of the pant legs shall be constructed with horizontal pleats in the knee area with corresponding darts in the liner. In order to provide increased freedom of movement and maximum flexibility, extra material is built into the knee area and this additional fullness is contained by stitching down the pleats on the inside of the shell. The knee reinforcement shall be installed proportionate to the pant inseam, in such a manner that it falls in an anatomically correct knee location.

The thermal liner shall be constructed with four darts per leg in the front of the knee. Two shall be located above the knee (one on each side) and two shall be located below the knee (one on each side). On the moisture barrier, the system shall consist of two darts, rather than pleats, to allow

added length in the under knee. The darts in the liner provide a natural bend at the knee. The darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.

_____Comply _____Exception

OPTIONAL ESCAPE BELT

The pant shall have an integrated Escape Belt, which is independently certified as meeting the belt requirements of NFPA 1983, Standard on Life Safety Rope and Equipment for Emergency Services. The Escape belt shall be comprised of Kevlar® webbing with a hook and an adjustable D-ring closure, graded for the waist size of the pants. The hook and dee closure system of the Escape Belt also serves as the positive front closure for the pants, eliminating redundant closure systems.

_____Comply _____Exception

LINER KNEE THERMAL ENHANCEMENT

A minimum of one additional layer of specified thermal liner and one additional layer of moisture barrier material, measuring a minimum of 9 inches by 11 inches, shall be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

_____Comply _____Exception

CATHEDRAL KNEE REINFORCEMENTS

The knee area shall be reinforced with black suede leather. The cathedral shaped knee reinforcement shall be centered on the leg to ensure proper coverage when bending, kneeling and crawling. The knee reinforcements shall measure a minimum of approximately 7 inches wide by 12 inches high at the highest point and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. The articulated cathedral knee reinforcement shall be cut and stitched to the shell in such a way that there shall be an arch at the top of the reinforcement, tapering down the sides of the reinforcement with a squared off bottom. Knee reinforcements of a smaller size do not provide the same protective coverage and shall be considered unacceptable.

_____Comply _____Exception

PADDING UNDER KNEE REINFORCEMENTS

Padding for the knees shall be accomplished with one layer of **Silizone®** foam, sandwiched between the thermal liner and moisture barrier. The placement of Silizone® padding on the thermal versus the shell reduces bulk in the shell and serves to protect the padding from abrasion and other wear issues

that the outer shell is subject to. Pants with Silizone® knee padding on the shell as opposed to on the liner, do not provide the same level of bulk reduction and abrasion resistance and are not recommended.

_____Comply _____Exception

EXPANSION (BELLOWS) POCKETS

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of each leg straddling the out-seam above the knee and positioned to provide accessibility. *The left expansion pocket shall be reinforced with an additional layer of Kevlar twill material on the inside forming a full pouch. The right expansion pocket shall be reinforced with a Kevlar® twill material on the inside covering the full back of the pocket.* Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure approximately 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners shall be reinforced with proven backtacks and pocket flaps shall be reinforced with backtacks. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1½ inch by 3 inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3 inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

Pocket flaps shall have vertical 3 inch lime/yellow 3M Scotchlite™ COMFORT Trim (Heat applied segmented L/Y borders with silver center).

_____Comply _____Exception

EXPANSION POCKET REINFORCEMENTS

The lower half of the expansion pockets shall be reinforced on the outside with black suede leather.

_____Comply _____Exception

6 PACK TOOL COMPARTMENT FOR 2X10X10POCKETS

A tool pocket constructed of Kevlar® material and measuring approximately 8 inches high by 9 ½ inches wide will be installed on the inside of the right 2 inch by 10 inch by 10 inch pocket with double stitching. The front compartments shall measure approximately 6 ½ inches high and the rear compartments shall measure approximately 7 ½ inches high. Two separate rows of stitching will divide the tool pocket into six compartments, three in front and three in back. Each compartment shall measure a minimum of 2 ¾ inches wide and set side-by-side.

_____Comply _____Exception

PANT CUFF REINFORCEMENTS

The cuff area of the pants shall be reinforced with black suede leather. The cuff reinforcement shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the end of the legs for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the outer shell for a minimum of two rows of stitching. This independent cuff provides an additional layer of protection over a hemmed cuff. Pants that are turned and stitched at the cuff, as opposed to an independent cuff reinforcement, do not provide the same level of abrasion resistance and shall be considered unacceptable.

_____Comply _____Exception

PADDED RIP-CORD SUSPENDERS & ATTACHMENT

On the inside waistband shall be attachments for the standard "H" style "Padded Rip-Cord" suspenders. There will be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of black Ara-Shield® material measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance will be much like a horizontal belt loop to capture the suspender ends.

A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the pants. The main body of the suspenders shall be constructed of 2-inch-wide black webbing straps. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2-inch-wide horizontal piece of webbing measuring approximately 8-inches long, forming the "H". This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders will be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black aramid.

The rear ends of the suspenders will be sewn to 2-inch wide elasticized webbing extensions measuring approximately 8-inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with specially configured black powder coat non-slip metal slides with teeth. Through the metal slides will be the 9-inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders.

Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders will be black aramid suspender attachments incorporating two snap fasteners. The aramid suspender attachments are to be threaded through the suspender attachment loops on the inside waistband of the pants. The aramid suspender attachments will then fold over and attach to themselves securing the suspender to the pants.

The suspenders shall have red/orange triple trim.

_____Comply _____Exception

REVERSE BOOT CUT

The outer shell pant leg cuffs will be constructed such that the back of the leg is approximately 1 inch shorter than the front. The liner will also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature will minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the pant cuffs. Pants that have "cut-outs" in the back panel rather than a contoured boot cut shall be considered unacceptable.

_____Comply _____Exception

THIRD PARTY TESTING AND LISTING PROGRAM

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification mark.

_____Comply _____Exception

LABELS

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the NFPA certification label shall include the following information.

Compliance to NFPA Standard #1971
Underwriters Laboratories classified mark
Manufacturer's name
Manufacturer's address
Manufacturer's garment identification
number Date of manufacture
Size

_____Comply _____Exception

ISO CERTIFICATION / REGISTRATION

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is so certified and registered by checking either "Yes" or "No" in the space provided.

_____Comply _____Exception

WARRANTY:

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

_____Comply _____Exception

HOOK AND LOOP SUPPORT PROGRAM

Support program shall cover hook or loop tape that has begun to fray or otherwise degrade from normal wear. This program shall remain in effect for a period of five years from the original date of manufacture of the garment. This support program shall cover the repair or replacement, without charge, of any hook and/or loop on the garments produced by the manufacturer providing the garments are otherwise serviceable.

This support program does NOT cover damage from fire, heat, chemicals, misuse, accident or negligence. Failure to properly care for garments will serve to void this support program.

_____Comply _____Exception

SIZING BY VENDOR

Both male and female sizing samples shall be available.

Both male and female sizing samples shall be on hand for use when sizing. The vendor shall be available to perform all sizing requirements within 96 hours of written notice. Measuring with a tape measure is not acceptable.

_____Comply _____Exception

GARMENT TRAINING AND SUPPORT

OSHA requires employees be trained on the capabilities and limitations of their Personal Protective Equipment. The selected vendor shall provide the following:

On-site care and maintenance training shall be provided by the manufacturer. Training shall be in compliance with NFPA 1851, current edition, at the conclusion of which each participant shall receive a certificate of completion.

An on-site OSHA mandated training class on the Knowing the Limits of Your PPE shall be provided at no charge. The training shall include structural firefighting coat, pant and boots.

_____Comply _____Exception

BAR-CODE/RECORD KEEPING INTERFACE

A 1-dimensional barcode, in the interleaved 2 of 5 format shall be printed on the label of each separable layer of the garment.

This barcode shall represent the serial number of the garment. The manufacturer shall be able to provide

a detailed list of each asset of a drop-shipped order, and shall include the following:

- Brand
- Order Number
- Serial Number
- Style Number
- Color
- Description
- Chest/Waist Size
- Jacket/pant Length
- Sleeve Length
- Date of Manufacture
- Mark-For Data

This information shall be able to be imported into the manufacturers web-based system designed to facilitate the organization and tracking of assets in accordance with the cleaning and inspection requirements of OSHA and NFPA 1851.

_____Comply _____Exception

PPE RECORD KEEPING

The manufacturer shall make available and no-charge, a password protected data based backed website that does not care whose brand of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated.

The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5 barcode found in the gear by going to the Search the Serial Number page in PPE record keeping program, and scanning the asset's barcoded serial number.

_____Comply _____Exception

COUNTRY OF ORIGIN

Jackets and Pants shall be manufactured in the United States.

_____Comply _____Exception

EXCEPTIONS TO SPECIFICATIONS

Any and all exceptions to the above specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.

MOBILE
ALABAMA

PURCHASING DEPARTMENT

Potential vendors are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the VENDOR to check for, download, and include with their PROPOSAL any and all ADDENDUMS that are issued for a specific REQUEST FOR PROPOSAL published by the City of Mobile. Failure to download and include ADDENDUMS in your PROPOSAL may cause your proposal to be rejected.

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

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

Any response that arrives improperly marked or with no proposal 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 vendor to insure that their response is delivered to and received in the Purchasing Department before the date and time of the opening.

Be sure to read the Terms and Conditions.

Be sure to sign your proposal!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order for managed network threat protection equipment and one-year support subscription.
General fund.

Amount of Contract:

$19,593.90

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221103 Eco Agenda Package POs	Cover Memo	11/3/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/3/2022 - 2:32 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
726	2023	(5000) INFORMATION TECHNOLOGY	MANAGED NETWORK THREAT PROTECTION EQUIPMENT AND ONE-YEAR SUPPORT SUBSCRIPTION (SEALED BID 5637)	$19,593.90	(298062) IT VENDOR

Adopted:

_____

City Clerk

Bill To	Requisition 00000726-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
–

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
CHATU

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/13/22	298062	10/14/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER BUYBOARD CONTRACT # SEND PO TO: .COM			
001	Monthly Managed Threat Protection & Support	12.00 EACH	1198.00000	14376.00
1	1000.10.23.5000.5000.5000.0000.0000.42150.			14376.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	A cloud-based single pane of glass to manage all your feeds, events, support tickets, and devices. Review	12.00 EACH	20.00000	240.00

Bill To	Requisition 00000726-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
CHATU

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/13/22	298062	10/14/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	alerts, update feeds, and reference tickets without the need to access each individual .			
1	1000.10.23.5000.5000.5000.0000.0000.42150.			240.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Advanced - Security Platform Implementation & Training Equipment remains property of .	2.00 EACH	2399.00000	4798.00
1	1000.10.23.5000.5000.5000.0000.0000.42150.			4798.00

Bill To	Requisition 00000726-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 3

Vendor

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
CHATU

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/13/22	298062	10/14/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	FREIGHT	2.00 EACH	89.95200	179.90
	Vendor Item Inventory Item/Loc 14009			
1	1000.10.23.5000.5000.5000.0000.0000.42150.			179.90
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET			

Bill To	Requisition 00000726-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
ASHLEY.TODD@CITYOFMOBILE.ORG

Tel#

Delivery Reference
CHATU

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/13/22	298062	10/14/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			

Requisition Link

Requisition Total 19593.90

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	19593.90	1839785.28
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	10/13/22	MARK PEARSON	Auto approved by: 91057606
Approved	10/13/22	SCOTT KEARNEY	
Approved	11/03/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	11/03/22	DONALD ROSE	Approved by: 9105fola
Approved	11/03/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	11/03/22	KAREN NAMAN	Auto approved by: 910516727
Approved	11/03/22	JOHN PAINE	Auto approved by: 910516727
Approved	11/03/22	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

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

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

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Buyboard related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

Prior to utilizing BuyBoard, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Robert Holt, Finance Director

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To transfer $4,900,000 from unassigned fund balance in the General Fund (Fund 1000) to Capital Improvement Fund (Fund 2000) Capital Project Cruise Terminal-New Gangway for the purchase and installation of a new gangway.

Funding Source

Project # **Discretionary Funds**

Project String 2000.2000 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution-New Gangway	Cover Memo	11/3/2022

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	11/3/2022 - 1:05 PM
Budget	Holt, Robert	Approved	11/3/2022 - 1:10 PM
Legal	Kern, Chris	Approved	11/3/2022 - 1:44 PM
Legal	Kern, Chris	Approved	11/3/2022 - 1:53 PM
Mayors Office	Montgomery, Brandi	Approved	11/3/2022 - 2:32 PM

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $4,900,000.00 be transferred from unassigned fund balance in the General Fund, (Fund 1000) to Capital Improvement Fund (Fund 2000) Capital Project Cruise Terminal-New Gangway.

These funds will be used for the purchase and installation of a new gangway.

Adopted: _____

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Submitted by Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman William Carroll

Purpose and Scope of Project:

To accept change order# 2 with John G. Walton Construction Company Inc., increasing the original contract by $125,526.75.

Amount of Contract:

$5,704,404.52 (with increase)

Funding Source

Project # C0323 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**3397

Budget Amendment **REDUCE** **INCREASE** $125,526.75

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Engineering Services	Cover Memo	10/31/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	10/31/2022 - 11:22 AM
Capital	Rhodes, Brenda	Approved	10/31/2022 - 3:38 PM
Legal	Kern, Chris	Approved	11/3/2022 - 11:56 AM
Mayors Office	Montgomery, Brandi	Approved	11/3/2022 - 2:31 PM

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 10/31/2022

CHANGE ORDER: ■(when money is available in project's budget; from project to contract)

VENDOR NAME: John G. Walton Construction Company Inc.

DISTRICT#: Select Item. #2

DEPT. PROJECT#: 2018-3005-18

REQUEST: Please Add Select option. $125,526.75 from Capital Project#/Title: C#323 Texas Street Rehabilitation (Ann Street to Broad Street) to contract# 3397.

Total amount of Change Order: $125,526.75

Current contract amount: $5,578,877.77

Revised contract amount: $5,704,404.52

Comments: Needs Additional Services

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman 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, Change Order No. 2 to the contract, by and between the City of Mobile and the company listed below, for work as outlined in the Change Order attached hereto and made a part herof as set forth in full, subject to the company signing the Change Order. A copy of said executed Change Order will be on file in the office of the City Clerk.

Name of Company:	John G. Walton Construction Company, Inc.
Project Name:	Texas Street Rehabilitation (Ann Street to Broad Street) COM Project No. 2018-3005-18 Change Order No. 2
Estimated Cost:	$125,526.75 (Add)

Adopted:

_____

City Clerk

CHANGE ORDER NUMBER 2 DATE 9-27-2022

PROJECT NAME Texas Street Rehabilitation (Ann Street to Broad Street)

PROJECT NUMBER 2018-3005-18

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated August 25, 2021.

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment to:

Over Run Items	Attachment "A"	$	64,015.20
Under Run Items	Attachment "B"	$	-53,548.00
Additional Items	Attachment "C"	$	115,059.55

Original Contract Price	$ 5,578,877.77
Net total of Previous Change Orders	$ 00.00
Previous Revised Contract	$ 5,578,877.77
THIS CHANGE ORDER NUMBER 2 (Add)	$ 125,526.75
Revised Contract Price this Date	$ 5,704,404.52

Extension of time resulting from this change order 22 working days

BY:

Mayor

ATTEST:

City Clerk

Public Works Deputy Director

Approved By:

McCrory & Williams, Inc.

Accepted By:

John D Walton

Owner/President

ATTEST:

Witness/Secretary

9/30/2022

Date

ATTACHMENT "A"
CHANGE ORDER NO. 2
OVER RUN ITEMS

OWNER: CITY OF MOBILE, ALABAMA

JOHN G. WALTON CONSTRUCTION CO, INC.

TITLE: TEXAS STREET REHABILITATION
Project No. 2018-3005-18

			ORIGINAL CONTRACT ITEMS			TO DATE QUANTITIES		OVER RUNS	
ITEM NO	DESCRIPTION	Unit of Measure	QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
430-B	AGGREGATE SURFACING	TON	180	62.76	$ 11,296.80	1200.00	$75,312.00	1,020.00	$64,015.20
	TOTALS				$11,296.80		$75,312.00		$64,015.20

TOTAL OVER RUNS FOR CHANGE ORDER NO. 2 = $64,015.20

ENGINEER: _____

CONTRACTOR: John D Walton

ATTACHMENT "B"
CHANGE ORDER NO. 2
UNDER RUNS/DELETED ITEMS

OWNER: CITY OF MOBILE, ALABAMA

JOHN G. WALTON CONSTRUCTION CO, INC.

TITLE: TEXAS STREET REHABILITATION
Project No. 2018-3005-18

			ORIGINAL CONTRACT ITEMS			TO DATE QUANTITIES		UNDER RUNS	
ITEM NO	DESCRIPTION	Unit of Measure	QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
SS-1A	LATERAL LINING (<5')	EA	10	2,382.80	$ 23,828.00	0	$0.00	10	$23,828.00
SS-1C	LATERAL POINT REPAIRS (PVC)	EA	8	2,737.00	$ 21,896.00	0	$0.00	8	$21,896.00
SS-CO-1	ITEMS OF SIMILAR NATURE (SEWER) - SEWER LATERAL REPAIR USING DUCTILE IRON PIPE	EA	2	3,912.00	$ 7,824.00	0	$0.00	2	$7,824.00
	TOTALS				**$53,548.00**		**$0.00**		**$53,548.00**

TOTAL UNDER RUNS/DELETED ITEMS FOR CHANGE ORDER NO. 2 = $53,548.00

ENGINEER: _____

CONTRACTOR: John D Walton

ATTACHMENT "C"
CHANGE ORDER NO. 2
ADDED ITEMS

OWNER: CITY OF MOBILE, ALABAMA

JOHN G. WALTON CONSTRUCTION CO, INC.

TITLE: TEXAS STREET REHABILITATION
Project No. 2018-3005-18

			ADDED CONTRACT ITEMS		
ITEM NO	DESCRIPTION	Unit of Measure	QTY	Unit Bid Price	Total
SS-1C	PVC LATERAL REPAIR	EA	8	5,950.00	$ 47,600.00
SS-1F	DUCTILE IRON LATERAL REPAIR	EA	2	7,500.00	$ 15,000.00
621-A2	RESOLUTION BOXES	LS	1	52,459.55	$ 52,459.55
	TOTALS				$115,059.55

TOTAL ADDED ITEMS FOR CHANGE ORDER NO. 2 = $115,059.55

ENGINEER: _____

CONTRACTOR: _____

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: Texas Street Rehabilitation (Ann Street to Broad Street)

PROJECT NUMBER: Project # 2018-3005-18

The attached change order number 2 to contract with John G. Walton Construction Co., Inc.

dated August 25, 2021 is required because of the following:

_____ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

_____ 2. Where competitive bidding for the new work for new money will work to serious detriment of the awarding authority.

_____ 3. Emergencies arising during the course of the work.

_____ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

__X__ 5. See attached letter.

_____ 6. Others _____

_____

_____

Remarks:

_____

_____
Engineer or Consultant

_____
Public Works Deputy Director

McCrory Williams
INCORPORATED
Engineers Surveyors

October 21, 2022

City of Mobile
Office of City Engineer
Post Office Box 1827
Mobile, Alabama 36633-1827

Attention: Nick Amberger, P.E.

RE: Texas Street Rehabilitation
Project # 2018-3005-18

Dear Mr. Amberger:

We are submitting the Change Order #2 for the above referenced project. The Change Order was instituted by the Contractor and the City of Mobile to address unforeseen conditions along Texas Street. Existing sewer laterals were encountered laying the new storm drain trunk line from Broad Street to Chatham Street. The laterals could not be avoided, needed replacement and resolution boxes constructed.

The additional 430-B Aggregate Surfacing is needed to keep homeowners access to their property at all times for all of the different stages of work. The first being the removal of the asphalt and concrete roadway pavement. The aggregate surfacing is used to armor the exposed material within the roadway allowing property owners unabated access.

Enclosed is the supporting documentation for Change Order Number 2. We are requesting your review and approval.

The change order method is being used rather than competitive bids for four reasons. The competitive bid method would be more expensive, more time consuming, possibly cause non uniform or inconsistent work and is not practical given the schedule.

We recommend approval of the Change Order 2 because it is in the best interest of the City of Mobile and the safety of the traveling public. The prices for the additional items of work were negotiated with the contractor. The unit prices have been reviewed and found to be reasonable, fair and equitable in today's market.

3207 International Dr., Suite G • Mobile, Alabama 36606
Voice (251) 476-4720 • Fax (251) 476-4721
mobile@mcwinc.com

McCrory Williams
INCORPORATED

This change order includes a contract time extension of 1 day per each lateral replacement, equaling 10 days for the lateral work and 12 days for the contract increase, for a total of 22 working days.

Sincerely,

McCRORY & WILLIAMS, INC.

Sean Estes, P.E.

Enclosure

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Submitted by:

Jennifer Greene, Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

The attached Change Order No. 4 executes a change to the contract between the City of Mobile and John G. Walton Construction Company, Inc., for the TIGER 2016 Project Phase One-Two-Broad St. Project, COM Project No. 2018-3005-01, Resolution (21-693), as adopted on July 30, 2019. The purpose of the change order is for unforeseen conflicts that have occurred throughout the course of the project. Items included herein have been reviewed by the contractor, City of Mobile and ALDOT that includes force account packages, over runs, under runs, and work that addresses all required design changes and conflicts on the project. The current contract amount of $16,666,116.02 will increase by $2,008,451.45, for a new contract sum of $18,674,567.47. The current contract time of 622 days will remain the same.

Amount of Contract:

16,666,116.02

Effective Date of Contract:

7/30/2019

Funding Source

Project # TIGER 2016 Project Phase One-Two Broad Street 2018-3005-01

Discretionary Funds N/A

Project String G-TIGER16.BASEPHASE.CONSTRUCTN.OTHERCITY

Contract Number:2018-3005-01

Budget Amendment **REDUCE** N/A **INCREASE** 2,008,451.45

Grant Funds $0

Matching Funds $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date

Cover Letter	Cover Memo	11/3/2022
Resolution	Resolution Letter	11/3/2022
Justification	Backup Material	11/3/2022
Change Order	Backup Material	11/3/2022
Attachment A	Backup Material	11/3/2022
Attachment B	Backup Material	11/3/2022
Attachment C	Backup Material	11/3/2022
Attachment D	Backup Material	11/3/2022
Attachment E	Backup Material	11/3/2022
Attachment F	Backup Material	11/3/2022
cover letter	Cover Memo	11/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	11/3/2022 - 3:38 PM
Accounting	Christian, Rebecca	Approved	11/3/2022 - 3:47 PM
Legal	Kern, Chris	Approved	11/3/2022 - 3:59 PM
Legal	Monteiro, Cherlina	Approved	11/3/2022 - 5:13 PM
Mayors Office	Barber, James	Approved	11/3/2022 - 5:19 PM

November 3, 2022

To Whom It May Concern:

The attached Change Order No. 4 executes a change to the contract between the City of Mobile and John G. Walton Construction Company, Inc., for the TIGER 2016 Project Phase One-Two-Broad St. Project, COM Project No. 2018-3005-01, Resolution (21-693), as adopted on July 30, 2019.

The purpose of the change order is for unforeseen conflicts that have occurred throughout the course of the project. Items included herein have been reviewed by the contractor, City of Mobile and ALDOT that includes force account packages, over runs, under runs, and work that addresses all required design changes and conflicts on the project. The current contract amount of $16,666,116.02 will increase by $2,008,451.45, for a new contract sum of $18,674,567.47.

The current contract time of 622 days will remain the same.

We look forward to continued communication on this important project. Please call me with questions at 251-208-7199 or email me at Jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

Cody Reed, P.E.
Project Manager, Programs and Project Management
Public Works

2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Change Order No. 4 to the contract, by and between the City of Mobile and the company listed below, for work as outlined in the Change Order attached hereto and made a part hereof as set forth in full, subject to the company signing the Change Order. A copy of said executed Change Order will be on file in the office of the City Clerk.

Name of Company:	John G. Walton Construction Co., Inc.
Project Name:	TIGER 2016 Project Phase One-Two Broad Street (US-90) from Canal Street to Dr. Martin Luther King Jr. Avenue and Beauregard Street (SR-16) from Dr. Martin Luther King Jr. Avenue to Lawrence St
Street	
	COM Project No. 2018-3005-01 Change Order No. 4
Estimated Cost:	$2,008,451.45 (Increase)

Adopted:

_____

City Clerk

MOBILE
ALABAMA

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	TIGER 2016 Project Phase One-Two – Broad Street
CHANGE ORDER NO:	(4) Four
CONTRACTOR:	John G. Walton Construction Company, Inc.
PROJECT NO:	2018-3005-01

The attached Change Order Number Four (4) to contract with John G. Walton Construction Company, Inc. dated November 3, 2022 is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

[ ] 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

[ ] 3. Emergencies arising during the course of the work.

[ ] 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

[X] 5. See attached letter.

[ ] 6. Other:

James A. DeLapp, Exec. Director Public Works

CHANGE ORDER NUMBER 4 DATE November 3, 2022

PROJECT NAME AND NUMBER TIGER 2016 Project Phase I – II

COM Project No. 2018-3005-01

TO John G Walton Construction Co., Inc. P.O. Box 81222 Mobile, AL 36689

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated July 30, 2019.

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment for: Rebuilding of Broad Street Phases I & II - Church Street to Lawrence Street

ATTACHMENT "A" – Force Account Packages	$ 1,358,201.23
ATTACHMENT "B" – Projected overruns	$ 3,119,224.72
ATTACHMENT "C" – Projected underruns	$-2,843,404.49
ATTACHMENT "D" – New Items	$ 131,276.49
ATTACHMENT "E" – Professional Services	$ 155,488.83
ATTACHMENT "F" – Unused Materials	$ 87,664.67
Total change to contract amount	**$ 2,008,451.45**

Original Contract Price	$ 16,951,777.00
Net total of Previous Change Orders	$ (285,660.98)
Previous Revised Contract	$ 16,666,116.02
THIS CHANGE ORDER NUMBER 4	$ 2,008,451.45
Revised Contract Amount	$ 18,674,567.47

Extension of time resulting from previous change orders	171 Working Days
Original Contract Time:	450 Working Days
Amended Contract days:	**622 Working Days**

BY:

Mayor

ATTEST:

City Clerk

Accepted By:

Owner/President V-P

ATTEST:

Witness/Secretary

11/3/2022

Date

ATTACHMENT "A"
2018-3005-01 BROAD STREET TIGER REHAB PH I & II

FORCE ACCOUNT SUMMARY

Pkg #	DATE SUBMITTED	DATE FROM	DATE TO	Total	DESCRIPTION
1	3/12/2020	1/20/2020	2/25/2020	$ 104,811.71	Revised buildup on west side of culvert
2	3/12/2020	2/7/2020	2/25/2020	$ 29,547.84	Mardi Gras OT, Wind Screen
3	11/18/2020	6/2/2020	6/5/2020	$ 39,010.09	Revised buildup on east side of culvert
4	8/4/2020	8/3/2020	8/3/2020	$ 17,536.92	Point Repairs
5	9/14/2020	8/12/2020	8/12/2020	$ 9,991.06	Remove abandonded box culvert section (Revised from 5A below)
6	11/4/2021	12/17/2020	8/28/2021	$ 220,891.81	Grate inlet modifications (Updated from 6A & 10A below)
7	6/5/2021	3/1/2021	3/3/2021	$ 12,249.01	Removal of concrete slab
9	9/15/2020	7/15/2020	7/31/2020	$ 44,379.77	Utility investigation
10	8/3/2021	7/7/2021	8/31/2021	$ 86,731.01	Revised buildup and geogrid over box culvert
11	10/4/2021	8/17/2021	8/26/2021	$ 70,235.71	Government St Insertion Valves
12	11/4/2021	10/1/2021	10/2/2021	$ 6,412.70	Extra Labor for Azalea Trail Run
13	1/10/2022	10/15/2021	10/19/2021	$ 16,593.11	Removal of concrete slab for APCO
14	1/10/2022	10/27/2021	10/28/2021	$ 13,697.01	Hydro-Excavating @ Broad & Governement
15	1/10/2022	11/5/2021	11/5/2021	$ 2,408.88	Removing concrete panels
16	1/11/2022	11/11/2021	11/11/2021	$ 2,663.94	Removing Concrete pedestals
17	3/7/2022	1/18/2022	7/21/2022	$ 220,507.35	Corner Revisions
18	3/8/2022	2/7/2022	2/23/2022	$ 18,750.23	Asphalt wedges at ramps & manholes
19	3/8/2022	2/7/2022	3/1/2022	$ 76,870.71	Mardi Gras Prep
20	3/8/2022	2/11/2022	3/1/2022	$ 23,744.82	Mardi Gras Labor
21	Not yet received		ESTIMATED	$ 10,000.00	Removal of Existing 12" Waterline @ Government and Broad
22	Not yet received		ESTIMATED	$ 10,000.00	Repair Drainage at Bishop State
23	7/18/2022	4/12/2022	5/21/2022	$ 29,188.32	Hydro-Excavating Tree Roots and Fiber @ Greer's
24	7/8/2022	4/22/2022	9/2/2022	$ 133,318.41	Milling to Correct Cross Slope for Inlets
25	7/8/2022	5/11/2022	5/17/2022	$ 26,283.80	Hydro-Excavating Tree Roots
26	10/5/2022	10/15/2021	10/19/2021	$ 14,898.81	Demo for Signal Work at MLK
27	9/20/2022	7/26/2022	8/17/2022	$ 54,565.54	Concrete Repairs for Damage by the Public
28	9/16/2022	7/11/2022	7/14/2022	$ 38,071.00	Revised Buildup South of Government St
29	9/24/2022	9/14/2022	9/22/2022	$ 4,883.72	Jackhammer Slab for Signal Pole Foundation
30	9/30/2022	9/29/2022	9/29/2022	$ 19,957.95	Paving on St Anthony
			TOTAL	**$ 1,358,201.23**	

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK DIGGING DOWN NEXT TO CULVERT AND PLACING B-BASE

WORK PERFORMED FROM 1/20/20 TO 2/25/20

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$4,050.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$4,050.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$202.50
7	TOTAL PAYROLL INSURANCE	$1,467.16
8	TOTAL PAYROLL TAXES	$615.72
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$7,774.22
11	TOTAL MATERIAL/PRIME	$61,843.90
12	TOTAL EQUIPMENT/PRIME	$22,359.88
13	SUBTOTAL = 5 + 8 + 9 + 10 + 11 + 12 + 13 + 14	$98,313.38
14	PRIME CONTRACTOR'S BOND = 1.2% OF 17	$1,257.74
15	GROSS RECEIPTS TAX = 5% OF 17	$5,240.59
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$104,811.71

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY
18.49

DESCRIPTION / LOCATION OF WORK MARDI GRAS TRAFFIC CONTROL

WORK PERFORMED FROM 2/7/20 TO 2/25/20

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$4,800.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$4,800.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$240.00
7	TOTAL PAYROLL INSURANCE	$3,123.87
8	TOTAL PAYROLL TAXES	$1,310.99
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$16,552.88
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$1,688.12
13	SUBTOTAL = 5 + 8 + 9 + 10 + 11 + 12 + 13 + 14	$27,715.87
14	PRIME CONTRACTOR'S BOND = 1.2% OF 17	$354.57
15	GROSS RECEIPTS TAX = 5% OF 17	$1,477.39
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$29,547.84

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK DIGGING DOWN NEXT TO CULVERT AND PLACING B-BASE

WORK PERFORMED FROM 6/2/20 TO 6/5/20

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$4,031.25
5	SUBTOTAL = 1 + 2 + 3 + 4	$4,031.25
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$201.56
7	TOTAL PAYROLL INSURANCE	$753.82
8	TOTAL PAYROLL TAXES	$316.35
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$3,994.38
11	TOTAL MATERIAL/PRIME	$19,105.30
12	TOTAL EQUIPMENT/PRIME	$8,188.80
13	SUBTOTAL = 5 + 8 + 9 + 10 + 11 + 12 + 13 + 14	$36,591.46
14	PRIME CONTRACTOR'S BOND = 1.2% OF 17	$468.12
15	GROSS RECEIPTS TAX = 5% OF 17	$1,950.50
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$39,010.09

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. TIGER PHASE 1 & 2 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK POINT REPAIRS - ESTIMATE

WORK PERFORMED FROM _____ TO _____

PAID ON ESTIMATE NO. _____

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$5,722.20
2	TOTAL MATERIAL/SUBCONTRACTORS	$3,208.50
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$5,462.67
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$14,393.37
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	$14,393.37 @ 5%	$719.67
7	TOTAL PAYROLL INSURANCE	$605.64
8	TOTAL PAYROLL TAXES	$422.53
9	TOTAL SUBCONTRACTORS BOND	$308.43
10	TOTAL LABOR/PRIME	$0.00
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$0.00
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$16,449.63
14	PRIME CONTRACTOR'S BOND = OF 16	$210.44
15	GROSS RECEIPTS TAX = 5% OF 16	$876.85
16	FORCE ACCOUNT PAYMENT = 13 / [100% - (% OF 14 + 5%)]	$17,536.92

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK REMOVING BOX CULVERT @ SPRINGHILL AVE

WORK PERFORMED FROM 8/12/20 TO 8/12/20

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$0.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$0.00
7	TOTAL PAYROLL INSURANCE	$240.39
8	TOTAL PAYROLL TAXES	$100.88
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$1,273.75
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$7,756.58
13	SUBTOTAL = 5 + 8 + 9 + 10 + 11 + 12 + 13 + 14	$9,371.61
14	PRIME CONTRACTOR'S BOND = 1.2% OF 17	$119.89
15	GROSS RECEIPTS TAX = 5% OF 17	$499.55
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$9,991.06

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK Grate Inlet modifications

WORK PERFORMED FROM 12/17/20 TO 10/31/21

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$9,942.50
5	SUBTOTAL = 1 + 2 + 3 + 4	$9,942.50
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$497.13
7	TOTAL PAYROLL INSURANCE	$13,582.92
8	TOTAL PAYROLL TAXES	$5,700.33
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$14,945.25
11	TOTAL MATERIAL/PRIME	$65,832.23
12	TOTAL EQUIPMENT/PRIME	$96,696.15
13	SUBTOTAL = 5 + 8 + 9 + 10 + 11 + 12 + 13 + 14	$207,196.52
14	PRIME CONTRACTOR'S BOND = 1.2% OF 17	$2,650.70
15	GROSS RECEIPTS TAX = 5% OF 17	$11,044.59
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$220,891.81

FA7

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK REMOVING CONCRETE SLAB FOR ALABAMA POWER

WORK PERFORMED FROM 3/1/21 TO 3/3/21

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$2,325.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$2,325.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$116.25
7	TOTAL PAYROLL INSURANCE	$423.56
8	TOTAL PAYROLL TAXES	$177.75
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$2,244.38
11	TOTAL MATERIAL/PRIME	$954.78
12	TOTAL EQUIPMENT/PRIME	$5,247.85
13	SUBTOTAL = 5 + 8 + 9 + 10 + 11 + 12 + 13 + 14	$11,489.57
14	PRIME CONTRACTOR'S BOND = 1.2% OF 17	$146.99
15	GROSS RECEIPTS TAX = 5% OF 17	$612.45
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$12,249.01

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. TIGER PHASE 1 & 2 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK utility INVESTIGATION @ Springhill intersection

WORK PERFORMED FROM 7/15/20 TO 7/31/20

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$12,018.11
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$24,828.26
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$36,846.37
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	$36,846.37 @ 5%	$1,842.32
7	TOTAL PAYROLL INSURANCE	$1,272.00
8	TOTAL PAYROLL TAXES	$887.42
9	TOTAL SUBCONTRACTORS BOND	$780.12
10	TOTAL LABOR/PRIME	$0.00
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$0.00
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$41,628.22
14	PRIME CONTRACTOR'S BOND = OF 16	$532.56
15	GROSS RECEIPTS TAX = 5% OF 16	$2,218.99
16	FORCE ACCOUNT PAYMENT = 13 / [100% - (% OF 14 + 5%)]	$44,379.77

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FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK DIGGING DOWN NEXT TO CULVERT AND PLACING B-BASE

WORK PERFORMED FROM 7/7/21 TO 8/31/21

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$12,112.50
5	SUBTOTAL = 1 + 2 + 3 + 4	$12,112.50
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$605.63
7	TOTAL PAYROLL INSURANCE	$1,224.50
8	TOTAL PAYROLL TAXES	$513.88
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$6,488.44
11	TOTAL MATERIAL/PRIME	$46,057.21
12	TOTAL EQUIPMENT/PRIME	$14,351.53
13	SUBTOTAL = 5 + 8 + 9 + 10 + 11 + 12 + 13 + 14	$81,353.69
14	PRIME CONTRACTOR'S BOND = 1.2% OF 17	$1,040.77
15	GROSS RECEIPTS TAX = 5% OF 17	$4,336.55
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$86,731.01

FORM C-1-B REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. TIGER PHASE 1 & 2 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK TEAM INSERTION VALVES IN GOVERNMENT/BROAD

WORK PERFORMED FROM 8/17/21 TO 8/25/21

PAID ON ESTIMATE NO. ____ SUBCONTRACTOR/CONTRACTOR/ PROFESSIONAL SERVICES CONSTRUCTION LABOR SERVICES, INC

	LABOR	
1	DIRECT LABOR	$3,516.00
2	25% ADDITIVE = 1 X 0.25	$879.00
3	TOTAL LABOR = 1 + 2	$4,395.00
	MATERIAL	
4	INVOICE COST	$44,510.00
5	15% ADDITIVE = 4 X 0.15	$6,676.50
6	TOTAL MATERIAL = 4 + 5	$51,186.50
	EQUIPMENT	
7	TOTAL EQUIPMENT (FROM FORM C-2)	$12,487.35
	INSURANCE / TAXES	
8	PAYROLL INSURANCE 1 X 13.23%	$465.17
9	PAYROLL TAXES 1 X 9.23%	$324.53
10	TOTAL INSURANCE / TAXES = 8 + 9	$789.69
11	SUBTOTAL = 3 + 6 + 7 + 10	$68,858.54
	SUBCONTRACTOR BOND	
12	2.00% OF 14	$1,377.17
13	PROFESSIONAL SERVICES	$0.00
14	TOTAL PAYMENT	$70,235.71

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK AZALEA TRAIL RUN PUTTING IN N NASE WEDGES

WORK PERFORMED FROM 10/1/21 TO 10/2/21

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$1,425.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$1,425.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$71.25
7	TOTAL PAYROLL INSURANCE	$283.50
8	TOTAL PAYROLL TAXES	$118.97
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$1,502.19
11	TOTAL MATERIAL/PRIME	$1,597.38
12	TOTAL EQUIPMENT/PRIME	$1,016.81
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$6,015.11
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$76.95
15	GROSS RECEIPTS TAX = 5% OF 16	$320.63
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$6,412.70

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK BREAKING BOX CULVERT FOR SIGNAL POLE

WORK PERFORMED FROM 10/15/21 TO 10/19/21

PAID ON ESTIMATE NO. _____

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$0.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$0.00
7	TOTAL PAYROLL INSURANCE	$236.55
8	TOTAL PAYROLL TAXES	$99.27
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$1,253.44
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$13,975.08
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$15,564.34
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$199.12
15	GROSS RECEIPTS TAX = 5% OF 16	$829.66
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$16,593.11

14

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK HYDRO-BLASTING TREE ROOTS

WORK PERFORMED FROM 10/27/21 TO 10/28/21

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$8,070.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$8,070.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$403.50
7	TOTAL PAYROLL INSURANCE	$299.13
8	TOTAL PAYROLL TAXES	$125.53
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$1,585.00
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$2,364.63
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$12,847.80
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$164.36
15	GROSS RECEIPTS TAX = 5% OF 16	$684.85
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$13,697.01

15

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK REMOVING CONCRETE PANELS

WORK PERFORMED FROM 11/5/21 TO 11/5/21

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$734.45
5	SUBTOTAL = 1 + 2 + 3 + 4	$734.45
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$36.72
7	TOTAL PAYROLL INSURANCE	$139.66
8	TOTAL PAYROLL TAXES	$58.61
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$740.00
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$550.08
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$2,259.53
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$28.91
15	GROSS RECEIPTS TAX = 5% OF 16	$120.44
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$2,408.88

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK REMOVING CONCRETE PEDESTAL

WORK PERFORMED FROM 11/11/21 TO 11/11/21

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$0.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$0.00
7	TOTAL PAYROLL INSURANCE	$171.62
8	TOTAL PAYROLL TAXES	$72.02
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$909.38
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$1,345.76
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$2,498.78
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$31.97
15	GROSS RECEIPTS TAX = 5% OF 16	$133.20
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$2,663.94

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK REINFORCING CORNERS & MEDIANS

WORK PERFORMED FROM 1/18/22 TO 7/21/22

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$0.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$0.00
7	TOTAL PAYROLL INSURANCE	$11,266.30
8	TOTAL PAYROLL TAXES	$4,728.12
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$59,698.48
11	TOTAL MATERIAL/PRIME	$70,045.32
12	TOTAL EQUIPMENT/PRIME	$61,097.68
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$206,835.89
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$2,646.09
15	GROSS RECEIPTS TAX = 5% OF 16	$11,025.37
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$220,507.35

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK ASPHALT WEDGES

WORK PERFORMED FROM 2/7/22 TO 2/23/22

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$0.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$0.00
7	TOTAL PAYROLL INSURANCE	$915.84
8	TOTAL PAYROLL TAXES	$384.35
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$4,852.88
11	TOTAL MATERIAL/PRIME	$4,478.80
12	TOTAL EQUIPMENT/PRIME	$6,955.85
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$17,587.72
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$225.00
15	GROSS RECEIPTS TAX = 5% OF 16	$937.51
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$18,750.23

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK MARDI GRAS PREP

WORK PERFORMED FROM 2/7/22 TO 3/1/22

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$34,193.78
5	SUBTOTAL = 1 + 2 + 3 + 4	$34,193.78
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$1,709.69
7	TOTAL PAYROLL INSURANCE	$3,168.77
8	TOTAL PAYROLL TAXES	$1,329.83
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$16,790.83
11	TOTAL MATERIAL/PRIME	$1,253.78
12	TOTAL EQUIPMENT/PRIME	$13,658.05
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$72,104.73
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$922.45
15	GROSS RECEIPTS TAX = 5% OF 16	$3,843.54
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$76,870.71

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK MARDI GRAS PARADES

WORK PERFORMED FROM 2/11/22 TO 3/1/22

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$0.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$0.00
7	TOTAL PAYROLL INSURANCE	$2,542.73
8	TOTAL PAYROLL TAXES	$1,067.10
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$13,473.54
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$5,189.26
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$22,272.64
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$284.94
15	GROSS RECEIPTS TAX = 5% OF 16	$1,187.24
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$23,744.82

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK HYDROEXCAVATING TREE ROOTS AND FIBER AT GREERS

WORK PERFORMED FROM 4/12/22 TO 5/21/22

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$26,074.89
5	SUBTOTAL = 1 + 2 + 3 + 4	$26,074.89
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$1,303.74
7	TOTAL PAYROLL INSURANCE	$0.00
8	TOTAL PAYROLL TAXES	$0.00
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$0.00
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$0.00
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$27,378.64
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$350.26
15	GROSS RECEIPTS TAX = 5% OF 16	$1,459.42
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$29,188.32

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK Milling Correct cross slopes for inlets

WORK PERFORMED FROM 4/22/22 TO 10/6/22

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$0.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$0.00
7	TOTAL PAYROLL INSURANCE	$4,310.61
8	TOTAL PAYROLL TAXES	$1,809.03
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$22,841.25
11	TOTAL MATERIAL/PRIME	$57.93
12	TOTAL EQUIPMENT/PRIME	$96,033.85
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$125,052.67
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$1,599.82
15	GROSS RECEIPTS TAX = 5% OF 16	$6,665.92
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$133,318.41

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK HYDROEXCAVATING TREE ROOTS

WORK PERFORMED FROM 5/11/22 TO 5/17/22

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$23,480.19
5	SUBTOTAL = 1 + 2 + 3 + 4	$23,480.19
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$1,174.01
7	TOTAL PAYROLL INSURANCE	$0.00
8	TOTAL PAYROLL TAXES	$0.00
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$0.00
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$0.00
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$24,654.20
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$315.41
15	GROSS RECEIPTS TAX = 5% OF 16	$1,314.19
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$26,283.80

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK BREAKING BOX CULVERT FOR SIGNAL POLE

WORK PERFORMED FROM 10/15/21 TO 10/19/21

PAID ON ESTIMATE NO. _____

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$0.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$0.00
7	TOTAL PAYROLL INSURANCE	$0.00
8	TOTAL PAYROLL TAXES	$0.00
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$0.00
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$13,975.08
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$13,975.08
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$178.79
15	GROSS RECEIPTS TAX = 5% OF 16	$744.94
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$14,898.81

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK CONCRETE REPAIRS DAMANGED BY PUBLIC

WORK PERFORMED FROM 7/26/22 TO 8/17/22

PAID ON ESTIMATE NO. _____

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$2,510.30
5	SUBTOTAL = 1 + 2 + 3 + 4	$2,510.30
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$125.52
7	TOTAL PAYROLL INSURANCE	$2,122.40
8	TOTAL PAYROLL TAXES	$890.70
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$11,246.25
11	TOTAL MATERIAL/PRIME	$17,472.85
12	TOTAL EQUIPMENT/PRIME	$16,814.46
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$51,182.48
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$654.79
15	GROSS RECEIPTS TAX = 5% OF 16	$2,728.28
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$54,565.54

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK DIGGING DOWN NEXT TO CULVERT AND PLACING B-BASE
GOVERNMENT STREET TO CHURCH STREET

WORK PERFORMED FROM 7/11/22 TO 7/14/22

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$850.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$850.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$42.50
7	TOTAL PAYROLL INSURANCE	$154.52
8	TOTAL PAYROLL TAXES	$64.85
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$818.75
11	TOTAL MATERIAL/PRIME	$31,979.56
12	TOTAL EQUIPMENT/PRIME	$1,800.42
13	SUBTOTAL = 5 + 8 + 9 + 10 + 11 + 12 + 13 + 14	$35,710.60
14	PRIME CONTRACTOR'S BOND = 1.2% OF 17	$456.85
15	GROSS RECEIPTS TAX = 5% OF 17	$1,903.55
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$38,071.00

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK Jack Hammer slab for Signal Pole Foundation @ Government St

WORK PERFORMED FROM 9/14/22 TO 9/22/22

PAID ON ESTIMATE NO. _____

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$0.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$0.00
7	TOTAL PAYROLL INSURANCE	$212.31
8	TOTAL PAYROLL TAXES	$89.10
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$1,125.00
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$3,154.52
13	SUBTOTAL = 5 + 8 + 9 + 10 + 11 + 12 + 13 + 14	$4,580.93
14	PRIME CONTRACTOR'S BOND = 1.2% OF 17	$58.60
15	GROSS RECEIPTS TAX = 5% OF 17	$244.19
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$4,883.72

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. TIGER-FAUP-4917(250) 2018-3005-01 BALDWIN COUNTY

DESCRIPTION / LOCATION OF WORK PAVING ON ST ANTHONY

WORK PERFORMED FROM 9/29/22 TO 9/29/22

PAID ON ESTIMATE NO. _____

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$0.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$0.00
7	TOTAL PAYROLL INSURANCE	$452.82
8	TOTAL PAYROLL TAXES	$190.03
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$2,399.38
11	TOTAL MATERIAL/PRIME	$10,574.95
12	TOTAL EQUIPMENT/PRIME	$5,103.38
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$18,720.56
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$239.50
15	GROSS RECEIPTS TAX = 5% OF 17	$997.90
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$19,957.95

ATTACHMENT "B"
CHANGE ORDER NO. 4
PROJECTED OVER RUN ITEMS

Owner: City of Mobile
Contractor: John G.WaltonConstruction Company, Inc.
Address: P.O. Box 81222
Mobile, AL 36689

Project: Broad St COM TIGER Ph I & II

Project No: 2018-3005-01

ITEM NUMBER	ITEM DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	PRICE	TO DATE QUANTITY	TO DATE AMOUNT	Projected Overrun
206C001	REMOVING CONCRETE PAVEMENT	44395	SY	$ 3.62	$160,709.90	48343.27	$175,002.64	14,292.74
206C010	REMOVING CONCRETE DRIVEWAY	1198	SY	$ 11.30	$13,537.40	1655.07	$18,702.29	5,164.89
206C026	REMOVING TEMPORARY ASPHALT PAVEMENT	2807	SY	$ 5.10	$14,315.70	4933.747	$25,162.11	10,846.41
206C027	REMOVING BRICK PAVEMENT	10	SY	$ 46.97	$469.70	41.88	$1,967.10	1,497.40
206D000	REMOVING PIPE	1465	LF	$ 15.07	$22,077.55	1838	$27,698.66	5,621.11
206D003	REMOVING CURB AND GUTTER	16577	LF	$ 7.42	$123,001.34	17452.42	$129,496.96	6,495.62
206D030	REMOVING UTILITY LINES	12727	LF	$ 7.53	$95,834.31	18542.5	$139,625.03	43,790.72
206E003	REMOVING MANHOLES	5	EACH	$ 890.72	$4,453.60	8	$7,125.76	2,672.16
206E006	REMOVING TREES	77	EACH	$ 753.37	$58,009.49	100	$75,337.00	17,327.51
206E018	REMOVING CONCRETE PEDESTAL	2	EACH	$ 704.53	$1,409.06	2	$1,409.06	0.00
206E020	REMOVING EXISTING OVERHEAD SIGN STRUCTURE	9	EACH	$ 12,232.50	$110,092.50	9	$110,092.50	0.00
210A000	UNCLASSIFIED EXCAVATION	14644	CY	$ 15.07	$220,685.08	25070.75	$377,816.20	157,131.12
210D022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-4(0) OR A-4(0))	5000	CY	$ 12.94	$64,700.00	17406.98	$225,246.32	160,546.32
230A000	ROADBED PROCESSING	131	RDBD STA	$ 720.24	$94,351.44	166.7	$120,064.01	25,712.57
301A000	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 3" COMPACTED THICKNESS	39755	SY	$ 9.59	$381,250.45	46888.62	$449,661.87	68,411.42
405A000	TACK COAT	4720	GAL	$ 5.90	$27,848.00	7490.1	$44,191.59	16,343.59
424B650	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	3946	TON	$ 74.69	$294,876.12	4268.76	$318,833.68	23,957.56
424B654	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	800	TON	$ 126.26	$101,008.00	1569.05	$198,108.25	97,100.25
430B040	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	781	TON	$ 49.55	$38,698.55	5819.9	$288,376.05	249,677.50
530B000	18" SPAN, 11" RISE ROADWAY PIPE (CLASS 3 R.C.)	880	LF	$ 49.23	$43,322.40	1064	$52,380.72	9,058.32
534E001	CLEANING EXISTING PIPE (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	550	LF	$ 17.48	$9,614.00	2765	$48,332.20	38,718.20
600A000	MOBILIZATION	1	LS	$ 788,483.00	$788,483.00	1	$788,483.00	0.00
610D003	FILTER BLANKET, GEOTEXTILE	530	SY	$ 4.58	$2,427.40	766.67	$3,511.35	1,083.95
614A000	SLOPE PAVING	9	CY	$ 573.16	$5,158.44	53.02	$30,388.94	25,230.50
618A001	CONCRETE SIDEWALK, 6" THICK	2403	SY	$ 78.63	$188,947.89	4565.89	$359,015.93	170,068.04
621A022	JUNCTION BOXES, TYPE 1 (MODIFIED)	1	EACH	$ 19,803.30	$19,803.30	4	$79,213.20	59,409.90
621C168	INLETS, TYPE MODIFIED	3	EACH	$ 4,931.30	$14,793.90	14	$69,038.20	54,244.30
621C169	INLETS, TYPE SPECIAL (TOP ONLY)	4	EACH	$ 4,607.54	$18,430.16	5	$23,037.70	4,607.54
622A000	MANHOLE COVERS RESET	34	EACH	$ 1,282.76	$43,613.84	46	$59,006.96	15,393.12
623B000	CONCRETE CURB, TYPE N	6107	LF	$ 17.01	$103,880.07	7803	$132,729.03	28,848.96
623B001	CONCRETE CURB, TYPE N SPECIAL	0	LF	$ 83.54	$0.00	274	$22,889.96	22,889.96
623B002	CONCRETE CURB, TYPE A	9148	LF	$ 18.20	$166,493.60	11585	$210,847.00	44,353.40
623B012	CONCRETE CURB, TYPE N (MODIFIED)	1835	LF	$ 27.51	$50,480.85	2644	$72,736.44	22,255.59
634A002	INDUSTRIAL FENCE, 6 FEET HIGH	3000	LF	$ 23.30	$69,900.00	4420	$102,986.00	33,086.00

CHANGE ORDER NO. 4
PROJECTED OVER RUN ITEMS
ATTACHMENT "B"

ITEM NUMBER	ITEM DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	PRICE	TO DATE QUANTITY	TO DATE AMOUNT	Projected Overrun
641A514	1 INCH COPPER WATER SERVICE LINE LAID	923	LF	$ 24.06	$22,225.84	1090	$26,006.40	3,780.56
641A518	2 INCH COPPER WATER SERVICE LINE LAID	39	LF	$ 33.43	$1,303.77	75	$2,507.25	1,203.48
641A612	6 INCH DUCTILE IRON WATER MAIN LAID	219	LF	$ 57.52	$12,596.88	607	$34,914.64	22,317.76
641A614	8 INCH DUCTILE IRON WATER MAIN LAID	212	LF	$ 66.68	$14,136.16	542	$36,140.56	22,004.40
641A618	12 INCH DUCTILE IRON WATER MAIN LAID	20	LF	$ 83.88	$1,677.60	132	$11,072.16	9,394.56
641A622	16 INCH DUCTILE IRON WATER MAIN LAID	20	LF	$ 116.16	$2,323.20	757	$87,933.12	85,609.92
641A628	24 INCH DUCTILE IRON WATER MAIN LAID	20	LF	$ 177.81	$3,556.20	31	$5,512.11	1,955.91
641A746	6 INCH P.V.C. WATER MAIN LAID	455	LF	$ 43.39	$19,742.45	564	$24,471.96	4,729.51
641J518	8 INCH GATE VALVE WITH BOX	4	EACH	$ 1,663.48	$6,653.92	5	$8,317.40	1,663.48
641J522	12 INCH GATE VALVE WITH BOX	1	EACH	$ 3,042.53	$3,042.53	2	$6,085.06	3,042.53
641M512	6 INCH RETAINER GLAND	186	EACH	$ 79.42	$14,772.12	233	$18,504.86	3,732.74
641M528	24 INCH RETAINER GLAND	76	EACH	$ 564.27	$42,124.52	99	$54,872.73	12,748.21
641N560	16 INCH X 6 INCH ANCHOR TEE	9	EACH	$ 1,467.51	$13,207.59	16	$23,480.16	10,272.57
641P520	1 INCH SERVICE TAP	42	EACH	$ 970.31	$40,753.02	46	$44,634.26	3,881.24
641R510	3/4 INCH WATER METER AND BOX RESET	43	EACH	$ 296.83	$12,763.69	46	$13,654.18	890.49
641S500	VALVE BOX RESET	32	EACH	$ 454.12	$14,531.84	52	$23,614.24	9,082.40
641W506	6 INCH DUCTILE IRON INSERTA VALVE	7	EACH	$ 10,193.75	$71,356.25	10	$101,937.50	30,581.25
645A518	16 INCH DUCTILE IRON SANITARY SEWER GRAVITY PIPE LAID	20	LF	$ 224.50	$4,490.00	90	$20,205.00	15,715.00
645A550	10 INCH P.V.C. SANITARY SEWER GRAVITY PIPE LAID	53	LF	$ 109.30	$5,792.90	59	$6,448.70	655.80
645A552	12 INCH P.V.C. SANITARY SEWER GRAVITY PIPE LAID	10	LF	$ 114.95	$1,149.50	23	$2,643.85	1,494.35
645U504	8 INCH CURED IN PLACE LINER	-2441	LF	$ 32.62	-$79,625.42	-1996	($65,109.52)	14,515.90
649A670	36 INCH STEEL ENCASEMENT PIPE, TYPE 2 INSTALLATION	320	LF	$ 821.57	$262,902.40	380	$312,196.60	49,294.20
665J002	SILT FENCE	1050	LF	$ 3.61	$3,790.50	2511.17	$9,065.32	5,274.82
665L000	FLOATING BASIN BOOM	150	LF	$ 13.40	$2,010.00	350	$4,690.00	2,680.00
665N000	TEMPORARY COARSE AGGREGATE,ALDOT NUMBER 1	50	TON	$ 54.75	$2,737.50	570.77	$31,249.66	28,512.16
665O001	SILT FENCE REMOVAL	1050	LF	$ 0.87	$913.50	2512	$2,185.44	1,271.94
665Q002	WATTLE	8200	LF	$ 6.41	$52,562.00	11330	$72,625.30	20,063.30
674A000	CONSTRUCTION SAFETY FENCE	4000	LF	$ 4.09	$16,360.00	7981	$32,642.29	16,282.29
701B207	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	6655	LF	$ 2.33	$15,506.15	6665	$15,529.45	23.30
701C000	BROKEN TEMPORARY TRAFFIC STRIPE	3	MILE	$ 932.00	$2,796.00	8.669	$8,079.51	5,283.51
701C001	SOLID TEMPORARY TRAFFIC STRIPE	13	MILE	$ 932.00	$12,116.00	14.036	$13,081.55	965.55
701D005	SOLID TRAFFIC STRIPE REMOVED	1	MILE	$ 2,912.50	$2,912.50	1.514	$4,409.53	1,497.03
701F000	DOTTED TEMPORARY TRAFFIC STRIPE	9846	LF	$ 0.58	$5,710.68	9875	$5,727.50	16.82
703D001	TEMPORARY TRAFFIC CONTROL MARKINGS	7645	SF	$ 2.33	$17,812.85	7672.69	$17,877.37	64.52
705A023	PAVEMENT MARKERS, CLASS C, TYPE 2-D	471	EACH	$ 5.83	$2,745.93	509	$2,967.47	221.54
705A038	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	0	EACH	$ 5.83	$0.00	61	$355.63	355.63
710A170	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND)	63	SF	$ 25.63	$1,614.69	106.88	$2,739.33	1,124.64
710B021	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2 ", 14 GA SQUARE TUBULAR STEEL)	588	LF	$ 16.31	$9,590.28	594	$9,688.14	97.86
730E000	METAL TRAFFIC SIGNAL POLE FOUNDATION	23	EACH	$ 9,437.97	$217,073.31	29	$273,701.13	56,627.82

CHANGE ORDER NO. 4
PROJECTED OVER RUN ITEMS
ATTACHMENT "B"

ITEM NUMBER	ITEM DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	PRICE	TO DATE QUANTITY	TO DATE AMOUNT	Projected Overrun
730F001	METAL TRAFFIC SIGNAL POLE WITH 30' MAST ARM	0	EACH	$ 4,483.04	$0.00	2	$8,966.08	8,966.08
730F009	METAL TRAFFIC SIGNAL POLE WITH 45' AND 55' MAST ARMS	1	EACH	$ 6,488.61	$6,488.61	2	$12,977.22	6,488.61
730F011	METAL TRAFFIC SIGNAL POLE WITH 45' AND 30' MAST ARMS	1	EACH	$ 6,252.66	$6,252.66	2	$12,505.32	6,252.66
730F012	METAL TRAFFIC SIGNAL POLE WITH 40' AND 35' MAST ARMS	1	EACH	$ 6,016.71	$6,016.71	2	$12,033.42	6,016.71
730L005	2", NON-METALLIC, CONDUIT	10962	LF	$ 10.03	$109,948.86	39179.35	$392,968.88	283,020.02
740B000	CONSTRUCTION SIGNS	1371	SF	$ 11.65	$15,972.15	5346.87	$62,291.04	46,318.89
740D000	CHANNELIZING DRUMS	350	EACH	$ 60.82	$21,287.00	601	$36,552.82	15,265.82
740F002	BARRICADES, TYPE III	59	EACH	$ 371.99	$21,946.82	118	$43,893.64	21,946.82
740I002	WARNING LIGHTS, TYPE B	25	EACH	$ 333.15	$8,328.75	54	$17,990.10	9,661.35
741C010	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	2	EACH	$ 6,735.14	$13,470.28	7	$47,145.98	33,675.70
742A001	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	2	EACH	$ 27,510.93	$55,021.86	5	$137,554.65	82,532.79
750D200	ELECTRICAL JUNCTION BOX, TYPE 1	0	EACH	$ 825.62	$0.00	130	$107,356.60	107,356.60
750E114	CONDUIT, 1 1/2 INCH,RIGID NONMETALLIC	10200	LF	$ 9.14	$93,228.00	20548.69	$187,815.03	94,587.03
750F023	CONDUCTOR, #8 AWG	0	LF	$ 2.01	$0.00	414	$832.14	832.14
756A028	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	943	LF	$ 70.78	$66,745.54	2488	$176,100.64	109,355.10
756A040	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 4 INSTALLATION	0	LF	$ 88.48	$0.00	3011	$266,413.28	266,413.28
SP-001C	LANDSCAPING, SODDING	9515	SY	$ 8.41	$80,021.15	17539.18	$147,504.50	67,483.35
459C001	Sawcutting Asphalt or Concrete, < 12" thick	700	LF	$ 4.25	$2,975.00	2553	$10,850.25	7,875.25
618A002	4" THICK SIDEWALK w/HEAVY WIRE MAT	95	SY	$ 60.94	$5,789.30	267.55	$16,304.50	10,515.20
641A801	Temporary 1" & 2" HDPE Temp Water Line	350	LF	$ 24.08	$8,428.00	650	$15,652.00	7,224.00
641J541	24" Gate Valve Re-Gear (in addition to bid price)	2	EACH	$ 10,550.00	$21,100.00	4	$42,200.00	21,100.00
641P530	2" Service Tap	1	EACH	$ 1,450.13	$1,450.13	2	$2,900.26	1,450.13
646C606	6" Hymax Coupling	3	EACH	$ 1,183.00	$3,549.00	6	$7,098.00	3,549.00
646C616	12" Hymax Coupling	2	EACH	$ 1,716.00	$3,432.00	4	$6,864.00	3,432.00
740Q000	Contraflow Delineators	300	EACH	$ 59.85	$17,955.00	439	$26,274.15	8,319.15
TEMP-01	6" HDPE Temporary Water Line	320	LF	$ 76.53	$24,489.60	383	$29,310.99	4,821.39
				SUBTOTAL:				3,119,224.72

ATTACHMENT "C"
CHANGE ORDER NO. 4
PROJECTED UNDER RUN ITEMS

Owner: City of Mobile
Contractor: John G.WaltonConstruction Company, Inc.
Address: P.O. Box 81222
Mobile, AL 36689

Project: Broad St COM TIGER Ph I & II

Project No: 2018-3005-01

ITEM NUMBER	ITEM DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	PRICE	TO DATE QUANTITY	TO DATE AMOUNT	Projected Underrun
206C000	REMOVING CONCRETE SIDEWALK	8725	SY	$ 7.53	$65,699.25	8692.37	$65,453.55	(245.70)
206C002	REMOVING CONCRETE SLOPE PAVING	1731	SY	$ 9.04	$15,648.24	1619.66	$14,641.73	(1,006.51)
206E001	REMOVING INLETS	43	EACH	$ 452.02	$19,436.86	36	$16,272.72	(3,164.14)
214A000	STRUCTURE EXCAVATION	5123	CY	$ 17.44	$89,345.12	3301.65	$57,580.78	(31,764.34)
214B000	FOUNDATION BACKFILL, LOCAL	6038	CY	$ 16.83	$101,619.54	6.69	$112.59	(101,506.95)
214B001	FOUNDATION BACKFILL, COMMERCIAL	1737	CY	$ 64.25	$111,602.25	589.98	$37,906.22	(73,696.04)
401A000	BITUMINOUS TREATMENT A	39755	SY	$ 1.17	$46,513.35	39028.29	$45,663.10	(850.25)
407B000	JOINT SEALANT FOR HOT MIX ASPHALT PAVEMENT	6	MILE	$ 234.01	$1,404.06	4.123	$964.82	(439.24)
408A052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.1 0" THRU 2.0" THICK)	9882	SY	$ 2.24	$22,135.68	2572.1	$5,761.50	(16,374.18)
424A360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	3941	TON	$ 83.70	$329,861.70	2894.81	$242,295.60	(87,566.10)
424B681	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	4970	TON	$ 79.38	$394,518.60	4876.26	$387,077.52	(7,441.08)
502A000	STEEL REINFORCEMENT	4997	LB	$ 1.57	$7,845.29	1108.88	$1,740.94	(6,104.35)
530A001	18" ROADWAY PIPE (CLASS 3 R.C.)	5371	LF	$ 41.83	$224,668.93	4809.17	$201,167.58	(23,501.35)
530B001	22" SPAN, 14" RISE ROADWAY PIPE (CLASS 3 R.C.)	175	LF	$ 52.35	$9,161.25	128	$6,700.80	(2,460.45)
613F000	BRICK PAVING	3567	SF	$ 5.83	$20,795.61	36	$209.88	(20,585.73)
618A000	CONCRETE SIDEWALK, 4" THICK	9589	SY	$ 46.34	$444,354.26	7598.89	$352,132.56	(92,221.70)
620A000	MINOR STRUCTURE CONCRETE	147	CY	$ 606.50	$89,155.50	78.67	$47,713.36	(41,442.15)
621C030	INLETS, TYPE "SPECIAL"	150	EACH	$ 7,203.56	$1,080,534.00	136	$979,684.16	(100,849.84)
621E000	MANHOLES, TYPE SPECIAL	19	EACH	$ 3,794.25	$72,090.75	17	$64,502.25	(7,588.50)
621E004	MANHOLES, TYPE L OR M (STORM)	9	EACH	$ 3,269.77	$29,427.93	8	$26,158.16	(3,269.77)
621M000	REMOVE EXISTING MANHOLE	55	EACH	$ 753.37	$41,435.35	50	$37,668.50	(3,766.85)
641A610	4 INCH DUCTILE IRON WATER MAIN LAID	36	LF	$ 61.72	$2,221.92	0	$0.00	(2,221.92)
641A682	6 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	1134	LF	$ 68.18	$77,316.12	499	$34,021.82	(43,294.30)
641A684	8 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	296	LF	$ 81.60	$24,153.60	96	$7,833.60	(16,320.00)
641A688	12 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	384	LF	$ 109.06	$41,879.04	197	$21,484.82	(20,394.22)
641A692	16 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	592	LF	$ 169.14	$100,130.88	133	$22,495.62	(77,635.26)
641A698	24 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	786	LF	$ 270.72	$212,785.92	700	$189,504.00	(23,281.92)
641A748	8 INCH P.V.C. WATER MAIN LAID	714	LF	$ 48.32	$34,500.48	103	$4,976.96	(29,523.52)
641A756	16 INCH P.V.C. WATER MAIN LAID	2635	LF	$ 85.24	$224,607.40	2272	$193,665.28	(30,942.12)
641C500	DUCTILE IRON FITTINGS	60669	LB	$ 12.35	$749,262.15	37554	$463,791.90	(285,470.25)
641D500	FIRE HYDRANT	29	EACH	$ 3,615.38	$104,846.02	26	$93,999.88	(10,846.14)
641J516	6 INCH GATE VALVE WITH BOX	31	EACH	$ 1,142.60	$35,420.60	27	$30,850.20	(4,570.40)
641J526	16 INCH GATE VALVE WITH BOX	11	EACH	$ 8,439.09	$92,829.99	8	$67,512.72	(25,317.27)

ATTACHMENT "C"
CHANGE ORDER NO. 4
PROJECTED UNDER RUN ITEMS

ITEM NUMBER	ITEM DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	PRICE	TO DATE QUANTITY	TO DATE AMOUNT	Projected Underrun
641J532	24 INCH GATE VALVE WITH BOX	5	EACH	$ 22,741.38	$113,706.90	4	$90,965.52	(22,741.38)
641L500	CONCRETE FOR WATER MAINS (THRUST BLOCKS)	91	CY	$ 292.08	$26,579.28	27.2	$7,944.58	(18,634.70)
641M510	4 INCH RETAINER GLAND	3	EACH	$ 67.46	$202.38	0	$0.00	(202.38)
641M518	12 INCH RETAINER GLAND	79	EACH	$ 203.77	$16,097.83	43	$8,762.11	(7,335.72)
641M522	16 INCH RETAINER GLAND	166	EACH	$ 333.12	$55,297.92	138	$45,970.56	(9,327.36)
641N520	8 INCH X 6 INCH ANCHOR TEE	2	EACH	$ 657.19	$1,314.38	0	$0.00	(1,314.38)
641N540	12 INCH X 6 INCH ANCHOR TEE	1	EACH	$ 906.16	$906.16	0	$0.00	(906.16)
641O518	8 INCH X 6 INCH TAPPING VALVE AND SLEEVE	1	EACH	$ 4,469.56	$4,469.56	0	$0.00	(4,469.56)
641P530	2 INCH SERVICE TAP	5	EACH	$ 1,423.20	$7,116.00	3	$4,269.60	(2,846.40)
641P601	CONNECTION TO EXISTING WATER SYSTEM	40	EACH	$ 695.43	$27,817.20	38	$26,426.34	(1,390.86)
641R520	2 INCH WATER METER AND BOX RESET	5	EACH	$ 488.63	$2,443.15	3	$1,465.89	(977.26)
641T526	24 INCH LINE STOP	5	EACH	$ 43,119.85	$215,599.25	1	$43,119.85	(172,479.40)
641W508	8 INCH DUCTILE IRON INSERTA VALVE	8	EACH	$ 10,726.32	$85,810.56	5	$53,631.60	(32,178.96)
645A510	8 INCH DUCTILE IRON SANITARY SEWER GRAVITY PIPE LAID	192	LF	$ 138.93	$26,674.56	175	$24,312.75	(2,361.81)
645A522	20 INCH DUCTILE IRON SANITARY SEWER GRAVITY PIPE LAID	100	LF	$ 269.58	$26,958.00	63	$16,983.54	(9,974.46)
645A548	8 INCH P.V.C. SANITARY SEWER GRAVITY PIPE LAID	3747	LF	$ 93.01	$348,508.47	2845	$264,613.45	(83,895.02)
645A555	15 INCH P.V.C. SANITARY SEWER GRAVITY PIPE LAID	30	LF	$ 136.55	$4,096.50	0	$0.00	(4,096.50)
645A558	18 INCH P.V.C. SANITARY SEWER GRAVITY PIPE LAID	108	LF	$ 151.43	$16,354.44	93	$14,082.99	(2,271.45)
645A560	20 INCH P.V.C. SANITARY SEWER GRAVITY PIPE LAID	832	LF	$ 169.22	$140,791.04	778	$131,653.16	(9,137.88)
645E524	6 INCH P.V.C. STACKS AND LATERALS	2600	LF	$ 83.35	$216,710.00	376	$31,339.60	(185,370.40)
645H510	48 INCH MANHOLE	50	EACH	$ 4,931.33	$246,566.50	41	$202,184.53	(44,381.97)
645I500	48 INCH MANHOLE UNIT	10	EACH	$ 1,276.82	$12,768.20	4	$5,107.28	(7,660.92)
645N500	ABANDON EXISTING MANHOLE	4	EACH	$ 1,390.87	$5,563.48	2	$2,781.74	(2,781.74)
645Q300	SANITARY SEWER CONFLICT SADDLE SET	11	EACH	$ 3,566.33	$39,229.63	0	$0.00	(39,229.63)
645Q400	SANITARY SEWER CONFLICT COEXISTENCE BOX	2	EACH	$ 5,349.49	$10,698.98	1	$5,349.49	(5,349.49)
645Q500	SANITARY SEWER CONFLICT JUNCTION BOX,TYPE SPECIAL	2	EACH	$ 8,321.43	$16,642.86	1	$8,321.43	(8,321.43)
645T500	CONNECTION TO EXISTING SEWER SYSTEM	46	EACH	$ 3,815.29	$175,503.34	41	$156,426.89	(19,076.45)
645U504	8 INCH CURED IN PLACE LINER	2441	LF	$ 32.62	$79,625.42	1996	$65,109.52	(14,515.90)
645X510	HDPE SANITARY SEWER GRAVITY 10" PIPE TYPE 3	134	LF	$ 263.52	$35,311.68	62	$16,338.24	(18,973.44)
645X518	HDPE SANITARY SEWER GRAVITY 18" PIPE TYPE 3	405	LF	$ 351.91	$142,523.55	193	$67,918.63	(74,604.92)
649A645	16 INCH STEEL ENCASEMENT PIPE, TYPE 2 INSTALLATION	435	LF	$ 355.86	$154,799.10	210	$74,730.60	(80,068.50)
679A655	20 INCH STEEL ENCASEMENT PIPE, TYPE 2 INSTALLATION	190	LF	$ 425.69	$80,881.10	105	$44,697.45	(36,183.65)
652C000	MOWING	8	ACRE	$ 233.00	$1,864.00	0	$0.00	(1,864.00)
663D000	TREE ROOT BARRIER	678	SY	$ 42.72	$28,964.16	300	$12,816.00	(16,148.16)
665A000	TEMPORARY SEEDING	4	ACRE	$ 932.00	$3,728.00	2.633	$2,453.96	(1,274.04)
665B001	TEMPORARY MULCHING	12	TON	$ 378.63	$4,543.56	1.5	$567.95	(3,975.62)
665E000	POLYETHYLENE	5000	SY	$ 1.75	$8,750.00	2164.44	$3,787.77	(4,962.23)
665F000	HAY BALES	250	EACH	$ 11.65	$2,912.50	96	$1,118.40	(1,794.10)
665G000	SAND BAGS	1000	EACH	$ 5.83	$5,830.00	975	$5,684.25	(145.75)

ATTACHMENT "C"
CHANGE ORDER NO. 4
PROJECTED UNDER RUN ITEMS

ITEM NUMBER	ITEM DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	PRICE	TO DATE QUANTITY	TO DATE AMOUNT	Projected Underrun
665P005	INLET PROTECTION, STAGE 3 OR 4	305	EACH	$ 524.25	$159,896.25	156	$81,783.00	(78,113.25)
666A001	PEST CONTROL TREATMENT	4	ACRE	$ 236.94	$947.76	0	$0.00	(947.76)
701C005	SOLID TEMPORARY TRAFFIC STRIPE (TAPE)	4	MILE	$ 10,621.31	$42,485.24	0	$0.00	(42,485.24)
701D009	SOLID TRAFFIC STRIPE REMOVED (TAPE)	4	MILE	$ 5,592.00	$22,368.00	0.502	$2,807.18	(19,560.82)
701D013	BROKEN TRAFFIC STRIPE REMOVED	2	MILE	$ 2,912.50	$5,825.00	0	$0.00	(5,825.00)
701F003	DOTTED TEMPORARY TRAFFIC STRIPE (TAPE)	2315	LF	$ 1.17	$2,708.55	0	$0.00	(2,708.55)
701H011	DOTTED TRAFFIC STRIPE REMOVED (PLASTIC)	411	LF	$ 1.17	$480.87	100	$117.00	(363.87)
701H012	DOTTED TRAFFIC STRIPE REMOVED (TAPE)	2315	LF	$ 1.17	$2,708.55	0	$0.00	(2,708.55)
703A002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	6158	SF	$ 6.99	$43,044.42	0	$0.00	(43,044.42)
703B002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	697	SF	$ 6.99	$4,872.03	0	$0.00	(4,872.03)
703C001	REMOVAL OF EXISTING TRAFFIC CONTROL MARKINGS OR LEGENDS (PLASTIC)	388	SF	$ 4.66	$1,808.08	1.73	$8.06	(1,800.02)
703C003	REMOVAL OF EXISTING TRAFFIC CONTROL MARKINGS OR LEGENDS (TAPE)	1518	SF	$ 4.66	$7,073.88	254.56	$1,186.25	(5,887.63)
703D000	TEMPORARY TRAFFIC CONTROL MARKINGS (TAPE)	1518	SF	$ 5.83	$8,849.94	0	$0.00	(8,849.94)
730F006	METAL TRAFFIC SIGNAL POLE WITH 55' MAST ARM	3	EACH	$ 4,718.99	$14,156.97	2	$9,437.98	(4,718.99)
730F008	METAL TRAFFIC SIGNAL POLE WITH 25' AND 50' MAST ARMS	1	EACH	$ 6,252.66	$6,252.66	0	$0.00	(6,252.66)
730L002	1", METALLIC, CONDUIT	120	LF	$ 11.80	$1,416.00	0	$0.00	(1,416.00)
730L003	1", NON-METALLIC, CONDUIT	1956	LF	$ 8.85	$17,310.60	1672	$14,797.20	(2,513.40)
740C000	SPECIAL CONSTRUCTION SIGNS	1329	SF	$ 16.31	$21,675.99	480	$7,828.80	(13,847.19)
740E000	CONES (36 INCHES HIGH)	250	EACH	$ 26.19	$6,547.50	122	$3,195.18	(3,352.32)
740L003	VERTICAL PANEL, TYPE I (SINGLE-SIDED)	90	EACH	$ 38.27	$3,444.30	58	$2,219.66	(1,224.64)
740M001	BALLAST FOR CONE	250	EACH	$ 0.01	$2.50	100	$1.00	(1.50)
750E112	CONDUIT, 1 INCH, RIGID NONMETALLIC	7100	LF	$ 8.71	$61,841.00	498	$4,337.58	(57,503.42)
750F011	CONDUCTOR, #8 AWG, ALUMINUM ALLOY	1200	LF	$ 2.21	$2,652.00	0	$0.00	(2,652.00)
750H005	SERVICE POLE	6	EACH	$ 2,359.49	$14,156.94	0	$0.00	(14,156.94)
756A022	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	1260	LF	$ 53.09	$66,893.40	0	$0.00	(66,893.40)
SP-009	DIRECTIONAL BAR TILE	2384	LF	$ 21.39	$50,993.76	2382	$50,950.98	(42.78)
301E008	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED	1630	TON	$ 67.12	$109,405.60	68	$4,564.16	(104,841.44)
710A031	Special Const Signs with Business Logo	240	SF	$ 47.81	$11,474.40	20	$956.20	(10,518.20)
750F040	Conductor, 1/0 THWN Cu	5000	LF	$ 4.81	$24,050.00	4184	$20,125.04	(3,924.96)
750F041	Conductor, #1 THWN Cu	11000	LF	$ 4.29	$47,190.00	9294	$39,871.26	(7,318.74)
750F042	Conductor, #2 THWN Cu	6000	LF	$ 3.85	$23,100.00	2947	$11,345.95	(11,754.05)
750F043	Conductor, #4 THWN Cu	11000	LF	$ 3.22	$35,420.00	5538	$17,832.36	(17,587.64)
750F044	Conductor, #10 THWN Cu	18000	LF	$ 2.26	$40,680.00	11002	$24,864.52	(15,815.48)
756A028	6" Electrical Conduit, 1 Line, Ty 5 Installation	1933	LF	$ 70.78	$136,817.74	0	$0.00	(136,817.74)
756A029	8" Electrical Conduit, 1 line, Type 5 Installation	350	LF	$ 104.00	$36,400.00	248	$25,792.00	(10,608.00)
				SUBTOTAL:				(2,843,404.49)

ATTACHMENT "D"
2018-3005-01 BROAD STREET TIGER REHAB PH I & II

NEW ITEMS

ITEM #	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
641AU	6" TEMPORARY HDPE WATER LINE	LF	383	$ 76.53	$ 29,310.99
645G	4" SANITARY SEWER CLEANOUT	EA	25	$ 1,137.50	$ 28,437.50
424D	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE E	TON	350	$ 210.08	$ 73,528.00
				TOTAL	$ 131,276.49

ATTACHMENT "E"

2018-3005-01 BROAD STREET TIGER REHAB PH I & II

PROFESSIONAL SERVICES

PROVIDER	DESCRIPTION		AMOUNT
YOUNGS'S TREE SERVICE	Expert Inspection of Historic Oaks	$	2,300.00
YOUNGS'S TREE SERVICE	Expert Inspection of Historic Oaks	$	11,500.05
IDS CONCRETE CUTTING	Saw-cutting underlying concrete slab between lanes	$	7,080.00
		$	28,311.68
		$	30,408.07
TK PEAVY (sub)	3364.1 sf OF Stamped & Stained Concrete	$	72,174.28
BAY LANDSCAPING	Placement of Specialty Plants	$	3,714.75
	TOTAL	$	155,488.83

ATTACHMENT "F"
2018-3005-01 BROAD STREET TIGER REHAB PH I & II

UNUSED MATERIALS

ITEM DESCRIPTION		COST
VARIOUS PRECAST BOXES AND ACCESSORIES	$	30,408.07
2 DOGHOUSE MANHOLES	$	20,345.00
VARIOUS UNUSED INLET BOXES W/GRATES & ACC	$	36,911.60
	$	**87,664.67**

NEEL-SCHAFFER

November 7, 2022

Mr. Cody Reed, PE
Project Manager – Engineer III
Mobile Government Plaza
205 Government Street
Mobile, AL 36602

VIA EMAIL

RE: Project Number 2018-3005-01
COM TIGER Broad Street Rehab Phases I & II

Dear Mr. Reed

In reference to the above project, supporting documentation is being submitted for Supplemental Agreement #4 for your review and approval. This supplement is required to make payment for force account packages, which were needed for extra work not provided for in the original contract documents, overruns and underruns on contract pay items, and new items which were needed to complete the work. Also included was payment to the contractor for Unused Materials. These are materials that were manufactured specifically for this project, not used, and not returnable to the manufacturer. The supplement was instituted by Neel-Schaffer, Inc. on behalf of the City of Mobile. This request is made in anticipation of an approximate 10% overrun.

Neel-Schaffer, Inc recommends using this Supplemental Agreement to pay for this work because there was either not time to acquire, review, and award competitive bids or because it was obviously more economical because of the contractor already having labor and equipment on-site. The prices received for new items and the documented force account packages have been reviewed and found to be reasonable, fair, and equitable and are recommended for approval.

ATTACHMENT "A" FORCE ACCOUNT
There have been 30 force account packages to date. These packages were needed to cover design deficiencies, removal of unknown structures that conflicted with the work, preparing for and providing traffic control oversight for events such as Mardi Gras and the Azalea Trail Run, Hydro-Excavation to uncover roots in an effort to preserve historic oak trees, repair of damages by others, and work added by the City of Mobile. Estimating force account packages #21 and #22, which have not been received yet, the total of force account packages total $1,358,201.23. Enclosed please find a table and the front sheets of the packages. All backup documentation for each package is in the project file. All force account documentation is in accordance with the Alabama Department of Transportation's Standard Specifications for Highway Construction, 2018 edition, section 109.04(a), and using standard ALDOT forms and guidelines.

ATTACHMENT "B" OVERRUNS
Projected final quantities resulted in the contract amount being increased by $3,119,224.72. This has been a difficult project with many conflicts due to unforeseen circumstances and design issues. The overrun items are nearly offset by underrun items.

engineers | planners | surveyors | environmental scientists | landscape architects

P: 251.471.2000 | F: 251.471.5997
851 East I-65 Service Road, Suite 1000
Mobile, AL 36606
www.neel-schaffer.com

ATTACHMENT "C" UNDERRUNS
Projected final quantities resulted in the contract amount being decreased by $2,843,404.49. This has been a difficult project with many conflicts due to unforeseen circumstances and design issues. The value of underrun items is close to that of the overrun items

ATTACHMENT "D" NEW ITEMS
There have been several instances where materials were needed which were not provided for in the planset. These items were required to complete the work and are listed on the attachment with prices.

ATTACHMENT "E" PROFESSIONAL SERVICES
Several times the services of professionals were required due to conflicts or unanticipated problems. These are listed on the attachment with pricing.

ATTACHMENT "F" UNUSED MATERIALS
Due to conflicts that have been encountered during this project, there have been materials, which were purchased by the contractor, that were unusable. These are specialty items that were produced for this specific project as required in the planset prior to bid. These items are not returnable, and they will be acquired by the City for future use on Public Works projects where they can be used.

Due to unforeseen extenuating circumstances, additional work, conflict resolution, etc., we recommend approval of Change Order #4 because it is in the best interest of the City of Mobile and the safety of the travelling public. Prices in the force accounts are for time and materials, with allowable additives. The labor and material prices were reviewed, negotiated, and are believed to be fair and equitable. Other services and work have also been scrutinized prior to approval.

- The two force account packages (21 and 22), that are estimated, have not yet been submitted by the contractor. Based on the work that was done, $10,000 is a reasonable estimate of the value of each force account. The contractor is in agreement that this is an estimate only and payment will be made based on documentation.

If you have questions or need more information, please let me know.

Sincerely,
NEEL-SCHAFFER, INC.

Jeff Hardegree
Construction Services Manager

Cc: Ms. Jennifer Greene
Mr. Charod R. Jones, PE
Mr. Thomas W. Goodman, PE
Kirby Latham, PE

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

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 claims of Keiundra Knight and Samaya Smith

Amount of Contract:

n/a

Effective Date of Contract:

11/8/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Knight and Smith

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 - Knight and Smith	Resolution Letter	10/31/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	10/31/2022 - 12:15 PM
			11/3/2022 -

Legal	Kern, Chris	Approved	11:53 AM
Mayors Office	Montgomery, Brandi	Approved	11/3/2022 - 2:33 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 and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claims of Keiundra Knight and Samaya Smith, 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\D026\P005\00111502.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:11/8/2022

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/3/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/3/2022 - 9:39 AM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 3200 and 3202 Old Shell Roa
(Northwest corner of Old Shell Road and Abrams Street)

Pursuant to Resolution of the Mobile, Alabama City Council adopted November 8, 2022, a public hearing will be held on the 6th day of December, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 3200 and 3202 Old Shell Road (northwest corner of Old Shell Road and Abrams Street) from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District.

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

Lisa C. Lambert
City Clerk

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

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

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

BEGINNING AT THE SOUTHEAST CORNER OF LOT I, BLOCK 2, INGATE PLACE AS RECORDED IN DEED BOOK 106 PAGE 86 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, THENCE NORTH 73° - 58' - 35• WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 116.89 FEET; THENCE NORTH 00° - 09' - 28" EAST 175.00 FEET; THENCE SOUTH 73° - 43' - 52" EAST 116.53 FEET TO A POINT ON THE WEST LINE OF ABRAMS STREET; THENCE SOUTH ALONG SAID WEST LINE 174.62 FEET TO THE POINT OF BEGINNING; BEING A PORTION OF LOTS 1 AND 2, BLOCK 2, INGATE PLACE.

The classification of said property is hereby changed from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-3, Community Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance

with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 6th day of December, 2022, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 11th day of November, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **3200 and 3202 Old Shell Road** (Northwest corner of Old Shell Road and Abrams Street).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2022

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

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

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

BEGINNING AT THE SOUTHEAST CORNER OF LOT I, BLOCK 2, INGATE PLACE AS RECORDED IN DEED BOOK 106 PAGE 86 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, THENCE NORTH 73° - 58' - 35• WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 116.89 FEET; THENCE NORTH 00° - 09' - 28" EAST 175.00 FEET; THENCE SOUTH 73° - 43' - 52" EAST 116.53 FEET TO A POINT ON THE WEST LINE OF ABRAMS STREET; THENCE SOUTH ALONG SAID WEST LINE 174.62 FEET TO THE POINT OF BEGINNING; BEING A PORTION OF LOTS 1 AND 2, BLOCK 2, INGATE PLACE.

The classification of said property is hereby changed from **R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District,** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-3, Community Business District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Gerald Byrd, Agent
3200 and 3202 Old Shell Road
(Northwest corner of Old Shell Road and Abrams Street)
Council District 1
Cory Penn

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

October 25, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 6, 2022 considered the request of **Gerald Byrd, Agent** for a change in zoning from **R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District** for the property located at **3200 and 3202 Old Shell Road** (Northwest corner of Old Shell Road and Abrams Street).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; and 2) 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

October 11, 2022

Gerald Byrd
Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

Re: **3200 and 3202 Old Shell Road**
(Northwest corner of Old Shell Road and Abrams Street).
Council District 1
ZON-002205-2022 (Rezoning)
Gerald Byrd, Agent
Rezoning from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District.

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

At its meeting on October 6, 2022, the Planning Commission considered the above referenced Subdivision application.

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

a) **there appears to be a manifest error in the Ordinance; and**
b) **the subdivision of land makes reclassification of the land necessary and desirable.**

The approval should be subject to the following conditions:

1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $287.35. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

September 22, 2022

PUBLIC HEARING NOTICE

Re: **3200 and 3202 Old Shell Road**
(Northwest corner of Old Shell Road and Abrams Street).
Council District 1
ZON-002205-2022 (Rezoning)
Gerald Byrd, Agent
Rezoning from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 6, 2022, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate 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, October 5, 2022,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION

September 22, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **3200 and 3202 Old Shell Road**
(Northwest corner of Old Shell Road and Abrams Street).
Council District 1
ZON-002205-2022 (Rezoning)
Gerald Byrd, Agent
Rezoning from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business 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, October 6, 2022, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. 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, October 5, 2022,** 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 Procedure's 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.

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Givens Date: 8/11/22

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	KARI P. GIVENS
Business Name:	BYRD SURVEYING, INC.
Address:	2609 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, ALABAMA 36606
Telephone:	251-476-5010 Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: Date: 8/11/22

Type name:	BRINGER OF RAIN ESTATES, LLC
Business Name:	
Address:	2600 DAUPHIN STREET
City, State, Zip Code:	MOBILE, AL 36606
Telephone:	251-209-4255 Email:

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

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

Signature: Date: 8/11/22

Type name: ~~N/A~~ BRINGER OF RAIN ESTATES, LLC

Use additional pages / copies of this form as needed.

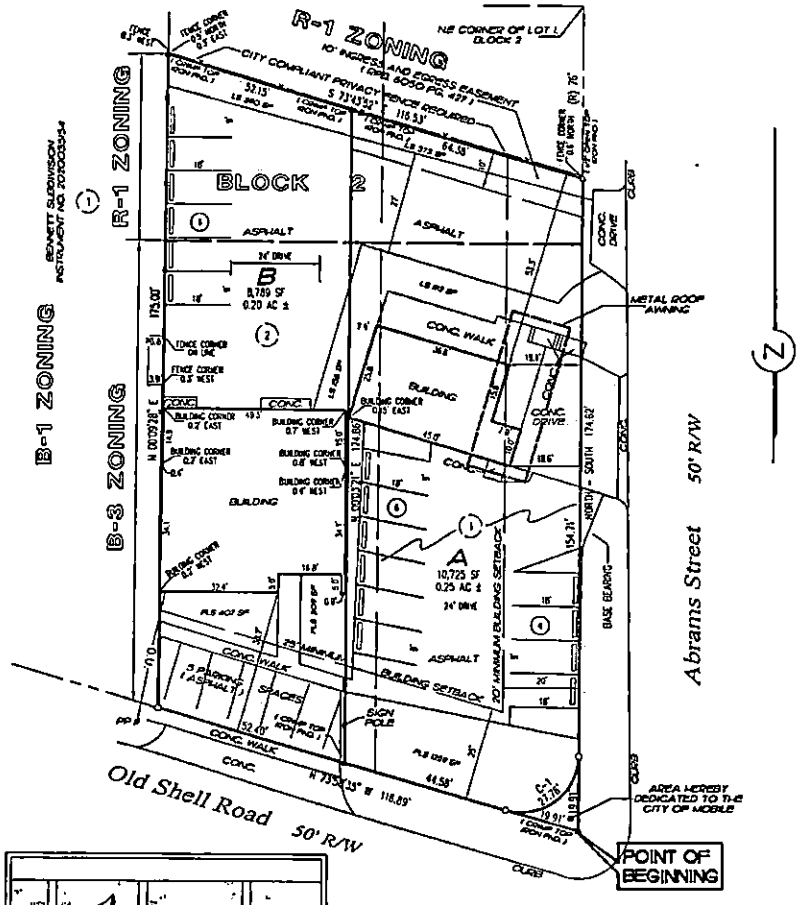
P & Z - December 2017

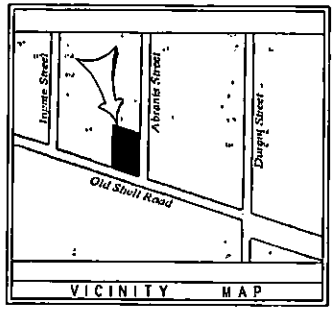
NARRATIVE FOR "BRINGER OF RAIN ESTATES" SUBDIVISION,
REZONING, AND PLANNED UNIT DEVELOPMENT APPLICATIONS

THE SUBDIVISION APPLICATION IS REQUIRED BECAUSE THE SUBJECT PROPERTY IS COMPRISED OF TWO METES AND BOUNDS DESCRIPTIONS OF PORTIONS OF TWO LOTS IN A RECORDED SUBDIVISION. WE ARE PROPOSING TO CREATE TWO LOTS IN A NEW RECORDED SUBDIVISION. WE ARE ALSO REQUESTING A 20' BUILDING SETBACK ALONG ABRAMS STREET WHICH IS ALLOWED IN THE ZONING ORDINANCE.

THE PURPOSE OF THE REZONING APPLICATION IS TO CORRECT AN ERROR IN THE ZONING ORDINANCE. THE SOUTH 70% OF THE PROPERTY IS ZONED B-3 AND THE REMAINING NORTH 30% IS ZONED R-1. WE ARE PROPOSING B-3 ZONING FOR THE ENTIRE SITE.

THE PLANNED UNIT DEVELOPMENT APPLICATION IS TO ALLOW A DRIVEWAY ON THE NORTH SIDE OF LOT A THAT ACCESSES THE NORTH SIDE OF LOT B. A DRIVE HAS EXISTED IN THIS AREA VIA THE INGRESS/EGRESS EASEMENT SHOWN ON THE PLAT.





LEGAL DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 2, INGATE PLACE AS RECORDED IN DEED BOOK 106 PAGE 86 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, THENCE NORTH 73° - 58' - 35" WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 118.89 FEET; THENCE NORTH 00° - 09' - 28" EAST 175.00 FEET; THENCE SOUTH 73° - 43' - 52" EAST 116.53 FEET TO A POINT ON THE WEST LINE OF ABRAMS STREET; THENCE SOUTH ALONG SAID WEST LINE 174.62 FEET TO THE POINT OF BEGINNING; BEING A PORTION OF LOTS 1 AND 2, BLOCK 2, INGATE PLACE.

CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD LENGTH	CHORD BEARING
C-1	105°01'25"	27.76'	15.00'	19.91'	23.95'	S 53°00'42" W

3202 OLD SHELL ROAD
PARKING DATA - LOT B

BUILDING: = 2,359 SF.

REQUIRED PARKING: 8 SPACES
PROVIDED PARKING: 11 SPACES

PARKING SPACE SIZE: 9' X 18' TYPICAL

GARBAGE SERVICE WILL BE VIA CURBSIDE PICKUP

LANDSCAPE DATA - LOT B

TOTAL AREA OF LOT B	= 8,789 SF
LANDSCAPING REQUIRED	= 1,055 SF
LANDSCAPING PROVIDED	= 1,262 SF
FRONT LANDSCAPING REQUIRED	= 633 SF
FRONT LANDSCAPING PROVIDED	= 716 SF

3200 OLD SHELL ROAD
PARKING DATA - LOT A

BUILDING: = 1036 SF.

REQUIRED PARKING: 4 SPACES
PROVIDED PARKING: 10 SPACES

PARKING SPACE SIZE: 9' X 18' TYPICAL

GARBAGE SERVICE WILL BE VIA CURBSIDE PICKUP

LANDSCAPE DATA - LOT A

TOTAL AREA OF LOT A	= 10,725 SF
LANDSCAPING REQUIRED	= 1,287 SF
LANDSCAPING PROVIDED	= 2,632 SF
FRONT LANDSCAPING REQUIRED	= 772 SF
FRONT LANDSCAPING PROVIDED	= 1,259 SF

- THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY, OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENT'S CONVEYANCE.
- ALL RIGHTS OF WAYS AND DRAINAGE EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT; BUT THIS PLAT DOES NOT REFLECT OTHER DOCUMENTS (ie: UTILITY EASEMENTS, ETC.) THAT WOULD NORMALLY APPEAR AS
- DRAWING SHOULD NOT BE SCALED, THE LOCATION OF SOME FEATURES ARE EXAGGERATED FOR CLARITY (i.e. FENCES, CURBS, ETC.
- FIELD DATA TAKEN - AUGUST 29 AND 30, 2022
- BEARINGS REFER TO ASSUMED DATUM
- FURNISHED DESCRIPTION FROM CLIENT
- TYPE OF SURVEY - SUBDIVISION
- ALL PROPERTY CORNERS ARE 5/8" B.S.I. CAPPED REBARS UNLESS OTHERWISE NOTED.
- SEE SURVEY BY THIS COMPANY DATED MARCH 4, 2021

PLANNED UNIT DEVELOPMENT
BRINGER OF RAIN ESTATES

BYRD SURVEYING, INC.

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 20'

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
SEPTEMBER 6, 2022

Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

Bringer of Rain Estates, LLC
2600 Dauphin Street
Mobile, AL 36606

Bringer of Rain Estates, LLC
Attn: Stan Bay
4533 MacArthur Blvd., Ste. 549
Newport Beach, CA 92660

Todd Bennett Properties, LLC
3210 Old Shell Road
Mobile, AL 36607

School Board of Mobile
Attn: Facilities Department
P. O. Box 180069
Mobile, AL 36618

Dyson Marine, LLC
5645 Gulf Creek Circle
Theodore, AL 36582

DSM3 Old Shell, LLC &
KFBT Old Shell, LLC
102 Fielding Place
Mobile, AL 36608

Monroe E. Eaton, Jr.
109 Durant Street
Mobile, AL 36607

Johnny & Rosemary George
111 Durant Street
Mobile, AL 36607

Stephanie L. Beck
85 Acacia Street
Mobile, AL 36607

Robert D. Evans
1511 Woodley Road
Mobile, AL 36618

Bringer of Rain, LLC
178 Lakeview Loop
Daphne, AL 36526

Patrick H. Crabtree, Jr.
118 Abrams Street
Mobile, AL 36607

Patricia D. Dyson
3880 Victoria Drive
Theodore, AL 36582

Rhonda Dyson
124 Abrams Street
Mobile, AL 36607

Dyson Marine, LLC
5645 Gulf Creek Circle
Theodore, AL 36582

Thomas L. Scott &
James E. Mauldin
271 Painted Rose St.
Castroville, TX 78009

Isaac H. McPherson
112 Ingate Street
Mobile, AL 36607

Ellen F. Morgan
2061 Point Legere Road
Mobile, AL 36605

Joyce E. Bridges
1055 Hyde Court
Mobile, AL 36608

Walter, LLC
21 Soldiers Route
Spanish Fort, AL 36527

SUBDIVISION,
PLANNED UNIT DEVELOPMENT, &
ZONING AMENDMENT STAFF REPORT **Date: October 6, 2022**

NAME	Bringer of Rain Estates Subdivision
SUBDIVISION NAME	Bringer of Rain Estates Subdivision
LOCATION	3200 and 3202 Old Shell Road (Northwest corner of Old Shell Road and Abrams Street).
CITY COUNCIL DISTRICT	District 1
PRESENT ZONING	R-1, Single-Family Residential District, and B-3, Community Business District.
PROPOSED ZONING	B-3, Community Business District
AREA OF PROPERTY	2 Lots / 0.45± Acre
CONTEMPLATED USE	Subdivision approval to create two (2) legal lots of record from two (2) existing metes-and-bounds parcels; Planned Unit Development Approval to allow shared access between two building sites, and Rezoning from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Within one year of approval.

ENGINEERING COMMENTS

Subdivision: The "PLAT" that was submitted was labeled PLANNED UNIT DEVELOPMENT. Submit a PLAT (via email) for review.

Planned Unit Development: ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

Rezoning: No comments.

TRAFFIC ENGINEERING COMMENTS Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. [following need not be part of subdivision note] Site plan does not reflect any accessible parking. The aisle width is substandard near the southwest corner of the building at 3200 Old Shell Rd. The recently added asphalt does not match the driveway aprons on Abrams St. Some of the parking on 3202 Old Shell Road requires backing into the right-of-way. In similar cases where maneuvering in the right-of-way has been required, a right-of-way use agreement has also been required.

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 (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.

REMARKS The applicant is requesting Subdivision approval to create two (2) legal lots of record from two (2) existing metes-and-bounds parcels; Planned Unit Development Approval to allow shared access between two building sites, and Rezoning from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District. The applicant states that the site is served by public water and sanitary sewer services.

The site has been given a Traditional Corridor (TC) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods (equivalent to Map for Mobile's Traditional Neighborhoods).

Depending on their location (and as allowed by specific zoning), TC designations incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures ranging in density from 4 to 10 du/ac; and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving. In these areas, special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

The applicant provided the following narrative concerning the three applications:

> *THE SUBDIVISION APPLICATION IS REQUIRED BECAUSE THE SUBJECT PROPERTY IS COMPRISED OF TWO METES AND BOUNDS DESCRIPTIONS OF*

PORTIONS OF TWO LOTS IN A RECORDED SUBDIVISION. WE ARE PROPOSING TO CREATE TWO LOTS IN A NEW RECORDED SUBDIVISION. WE ARE ALSO REQUESTING A 20' BUILDING SETBACK ALONG ABRAMS STREET WHICH IS ALLOWED IN THE ZONING ORDINANCE.

THE PURPOSE OF THE REZONING APPLICATION IS TO CORRECT AN ERROR IN THE ZONING ORDINANCE. THE SOUTH 70% OF THE PROPERTY IS ZONED B-3 AND THE REMAINING NORTH 30% IS ZONED R-1. WE ARE PROPOSING B-3 ZONING FOR THE ENTIRE SITE.

THE PLANNED UNIT DEVELOPMENT APPLICATION IS TO ALLOW A DRIVEWAY ON THE NORTH SIDE OF LOT A THAT ACCESSES THE NORTH SIDE OF LOT B. A DRIVE HAS EXISTED IN THIS AREA VIA THE INGRESS/EGRESS EASEMENT SHOWN ON THE PLAT.

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.

It should be noted that no specific preliminary subdivision plat was submitted for review. A site plan for the proposed PUD development of the subject site was submitted as the preliminary subdivision plat and does not meet the standards of Section IV of the Subdivision Regulations of the City of Mobile. If the subdivision is approved, a Final Plat drawn in accordance with Section IV should be submitted for signing with the proposed development improvements not shown on the Final Plat.

The site fronts Old Shell Road and Abrams Street. Old Shell Road is a minor arterial street with an existing 50-foot right-of-way, as per the Major Street Plan. Abrams Street is a compliant minor street with a 50-foot right-of-way with curb and gutter. Old Shell Road has no curb and gutter in this area and would normally require a 60-foot right-of-way as such. However, in 2020, the Commission approved Bennett Subdivision for the adjacent site to the West and did not require any additional dedication along Old Shell Road, making a waiver of V.B.14. of the Subdivision Regulation appropriate. Such would also seem appropriate for the subject site. A compliant 25-foot radius curve is indicated to be dedicated at the intersection of Old Shell Road and Abrams Street, and this should be retained on the Final Plat, if approved.

A 25-foot minimum building setback line is indicated along the Old Shell Road frontage of both lots, and a 20-foot minimum building setback line is indicated along Abrams Street. These should be retained on the Final Plat, if approved. The lots meet the minimum lot sizes of the Subdivision Regulations, and the lot sizes in both square feet and acres should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information. A ten-foot ingress and egress easement is indicated along the North side of proposed Lot A, and this should be retained on the Final Plat, with a note stating that no structures are allowed within any easement.

As per the Traffic Engineering comments, the driveway number, size, location, and design are 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. A note should be required on the Final Plat stating these comments.

PUD review examines the site with regard to its location to ensure that it is generally compatible with neighboring uses; that adequate access is provided without generating excess traffic along minor residential streets in residential districts outside the PUD; and, that natural features of the site are taken into consideration. PUD review also examines the design of the development to provide for adequate circulation within the development; to ensure adequate access for emergency vehicles; and, to consider and provide for protection from adverse effects of adjacent properties as well as provide protection of adjacent properties from adverse effects from the PUD.

In pursuit of these purposes, the objectives to be met by a PUD are as follows: a) to encourage innovative and diversified design in building form and site development; b) flexibility, to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations; c) to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for re-development; d) to preserve and protect as urban amenities the natural features and characteristics of land; e) to encourage the provision of common open space through efficient site design; and, f) to encourage optimum use of available public utilities, streets and community facilities.

It is very important to note that PUD review is site plan specific; therefore, *any* future changes to the overall site plan must be submitted for PUD review. Furthermore, PUD approvals expire after one year if no permits are obtained.

Inasmuch as the site was originally developed prior to the current site requirements of the Zoning Ordinance, site compliance, to the maximum extent feasible, is encouraged within a PUD review.

The site plan submitted depicts the existing two (2) buildings on the site, with shared access between the two (2) lots. Access to the rear of proposed Lot B is indicated via a ten-foot (10') wide ingress and egress easement along the North end of proposed Lot A. As there appears to be sufficient area within and beside the easement to provide a 24-foot wide paved, two-way drive, the site plan should be revised to indicate such.

Compliant parking is indicated for proposed Lot A. However, five (5) existing head-in/back out parking spaces are indicated to remain along the Old Shell Road right-of-way for proposed Lot B. That lot is indicated to require eight (8) parking spaces, and six (6) are indicated in the rear yard area. The site plan indicates sufficient area remaining in the rear yard to add at least two more compliant parking spaces and eliminate the parking along the Old Shell Road right-of-way. If approved, the head-in/back-out parking spaces along Old Shell Rod should be removed from the site plan.

The site plan indicates compliance with the landscaping requirements; however, no tree planting calculations are provided. With existing sites becoming PUD's, the Planning Commission typically requires frontage tree compliance. Due to the original configuration of the site, sufficient

area for tree planting compliance does not appear to exist for proposed Lot A. However, shortages in tree plantings could be overcome by donations to the Mobile Tree Bank, to be coordinated with staff. Moreover, with the removal of the parking spaces along Old Shell Road, there is additional room for tree plantings.

Notes on the site plan indicate that no dumpsters will be utilized on either lot and refuse collection will be via curbside pickup. These notes should be retained on the site plan, if approved.

The rear of both lots border residentially zoned and used properties. The site plan indicates a residential buffer, in compliance with Section 64-4.D.1. of the Zoning Ordinance in this area. This should be retained on the site plan, if approved.

As per the Traffic Engineering comments the driveway number, size, location, and design are 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. A note should be placed on the site plan stating these comments.

The Traffic Engineering comments further state that the site plan does not reflect any accessible parking. The aisle width is substandard near the southwest corner of the building at 3200 Old Shell Rd. The recently added asphalt does not match the driveway aprons on Abrams St. Some of the parking on 3202 Old Shell Road requires backing into the right-of-way. In similar cases where maneuvering in the right-of-way has been required, a right-of-way use agreement has also been required. Revisions addressing these issues should be made to the site plan prior to signing the Final Plat.

A revised PUD site plan should be submitted to and approved by Planning and Zoning prior to signing the Final Plat for the Subdivision.

As stated in Section 64-9. of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The site is bounded on the North by R-1, Single-Family Residential, which is used as such, and to the West by B-1. Buffer Business, used as a medical clinic. To the East across Abrams is B-3, Community Business, in commercial use, and to the South across Old Shell Road is R-1, in use as a public school. The current split zoning within the subject site appears to have been assigned with the adoption of the Zoning Ordinance in 1967.

As stated in the applicant's narrative above, the purpose of the rezoning application is to correct an error in the Ordinance to eliminate the split zoning on the subject site. The fact that the site seems to have been in commercial use at the time of the 1967 adoption of the Zoning Ordinance

would seem to indicate a manifest error in the Ordinance, and the subdivision of the site would necessitate the elimination of split zoning. Therefore, the proposed Rezoning would seem justified and would be consistent with the Future Land Use Plan.

RECOMMENDATION

Subdivision: Based upon the preceding, and with a waiver of Section V.B.14. of the Subdivision Regulations, this application is recommended for Tentative Approval, subject to the following conditions:

1) submittal of a plat in compliance with Section IV of the Subdivision Regulations of the City of Mobile;
2) retention of the dedication of the 25-foot radius curve at the intersection of Old Shell Road and Abrams Street on the Final Plat;
3) retention of the 25-foot minimum building setback line along Old Shell Road, and the 20-foot minimum building setback line along Abrams Street on the Final Plat;
4) retention of the lot size labels in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
5) placement of a note on the Final Plat stating the 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.)*;
6) compliance with the 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.)*;
7) compliance with the Fire Department comments: *(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.)*; and
8) provision of two copies of a revised PUD site plan (hard copy and .pdf) prior to signing of the Final Plat.

Planned Unit Development: Staff recommends the following Findings of Fact for Approval:

a. the proposal promotes the objective of Creative design (to encourage innovative and diversified design in building form and site development) as it will allow shared access between two building sites;
b. the proposal promotes the objective of Flexibility (to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations); because it will allow two properties to share access;

c. the proposal promotes the objective of Efficient land use (to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment); because a portion of the over-all site will be modified to provide compliant access and parking;
d. the proposal promotes the objective of Open space (to encourage the provision of common open space through efficient site design) as no new structures are proposed within the subject site; and
e. the proposal promotes the objective of Public services (to encourage optimum use of available public utilities, streets and community facilities) as no new public services or infrastructure are required.

The Approval is subject to the following conditions:

1) revision of the site plan to provide a 24-foot wide drive across the Northern portion of Lot A to access Lot B;
2) elimination of the head-in/back-out parking on Lot B along the Old Shell Road right-of-way;
3) revision of the site plan to provide at least two more compliant parking spaces in the rear area of Lot B;
4) coordination with staff on a frontage tree planting plan for the site, with donations to the Mobile Tree Commission Tree Bank for any shortages which may be imposed by site constraints;
5) retention of the notes on the site plan stating that refuse collection will be via curbside pickup;
6) retention of the residential buffer along the North side of the site, in compliance with Section 64-4.D.1. of the Zoning Ordinance;
7) retention of the 25-foot minimum building setback line along Old Shell Road, and the 20-foot minimum building setback line along Abrams Street on the site plan;
8) retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
9) compliance with the Engineering comments: *(ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: 1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction*

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

10) placement of a note on the site plan stating the 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.)*;
11) compliance with the 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.)*;
12) compliance with the Fire Department comments: *(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.)*; and
13) provision of two (2) copies of a revised Planned Unit Development site plan (hard copy and .pdf) prior to the signing of the Final Plat for the Subdivision.

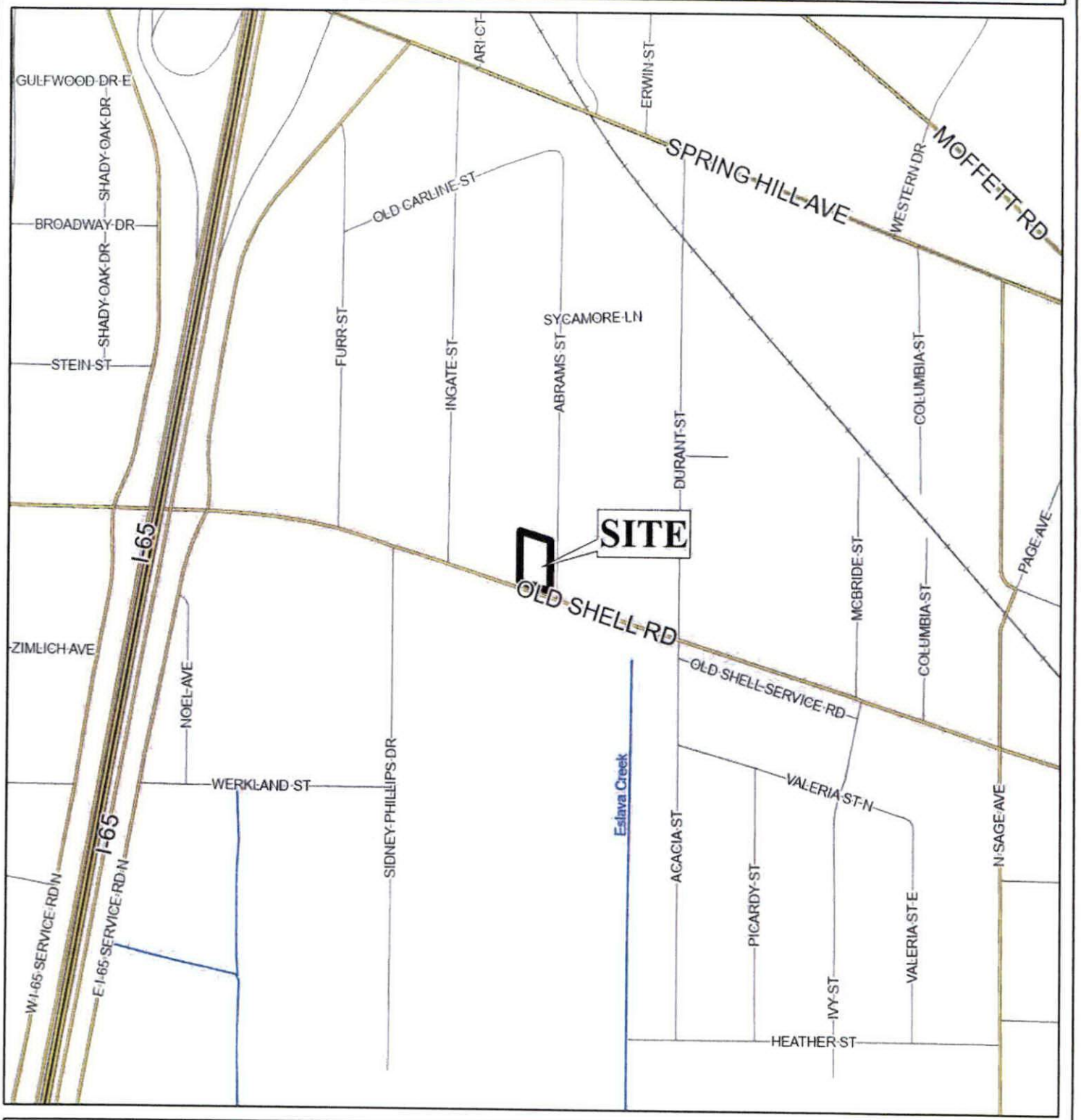
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

a) there appears to be a manifest error in the Ordinance; and
b) the subdivision of land makes reclassification of the land necessary and desirable.

The approval should be subject to the following conditions:

1) completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 6 DATE October 6, 2022

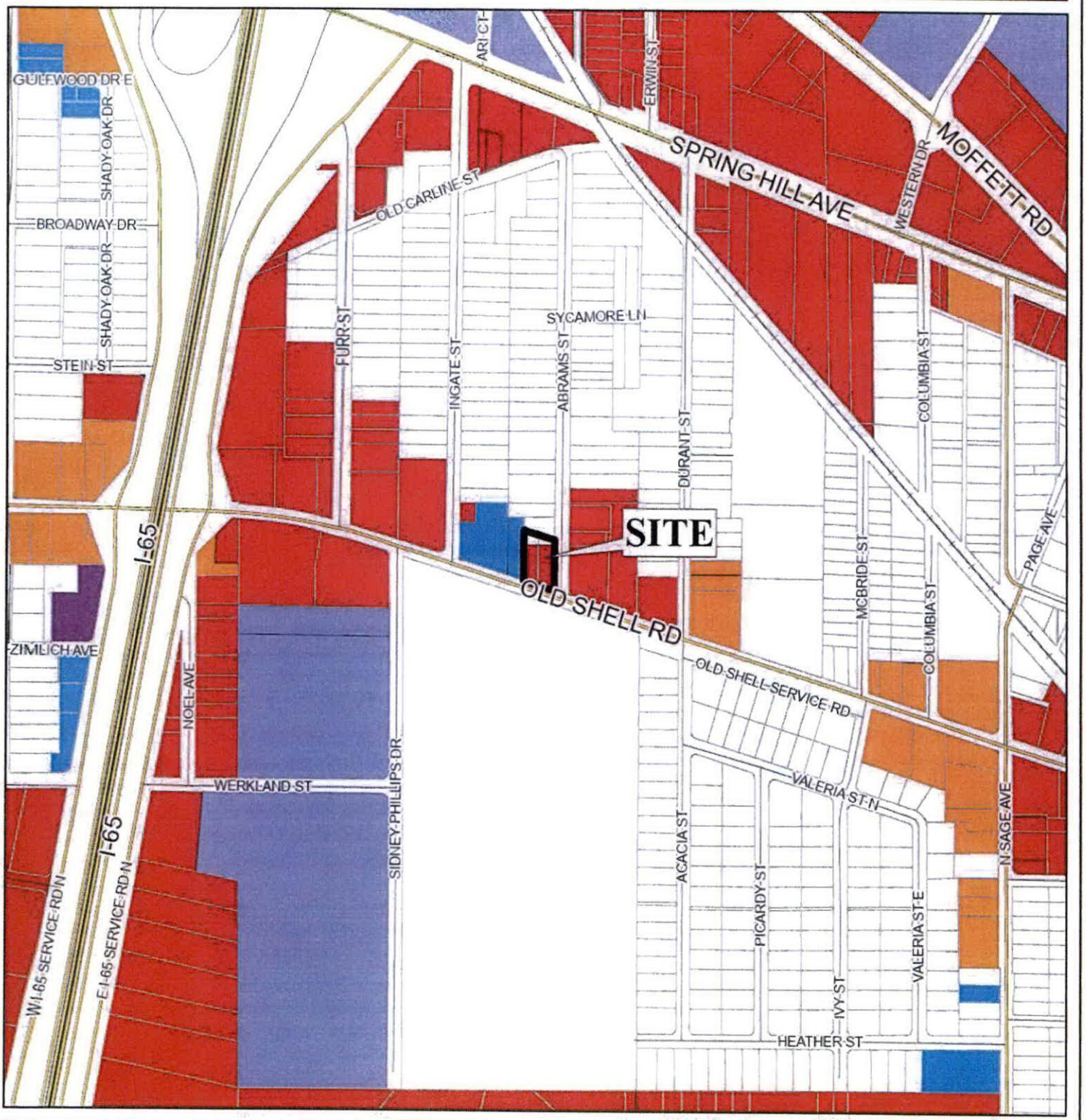
APPLICANT Bringer Of Rain Estates Subdivision

REQUEST Subdivision, Pud, Rezoning From R-1 And B-3 To B-3

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE October 6, 2022

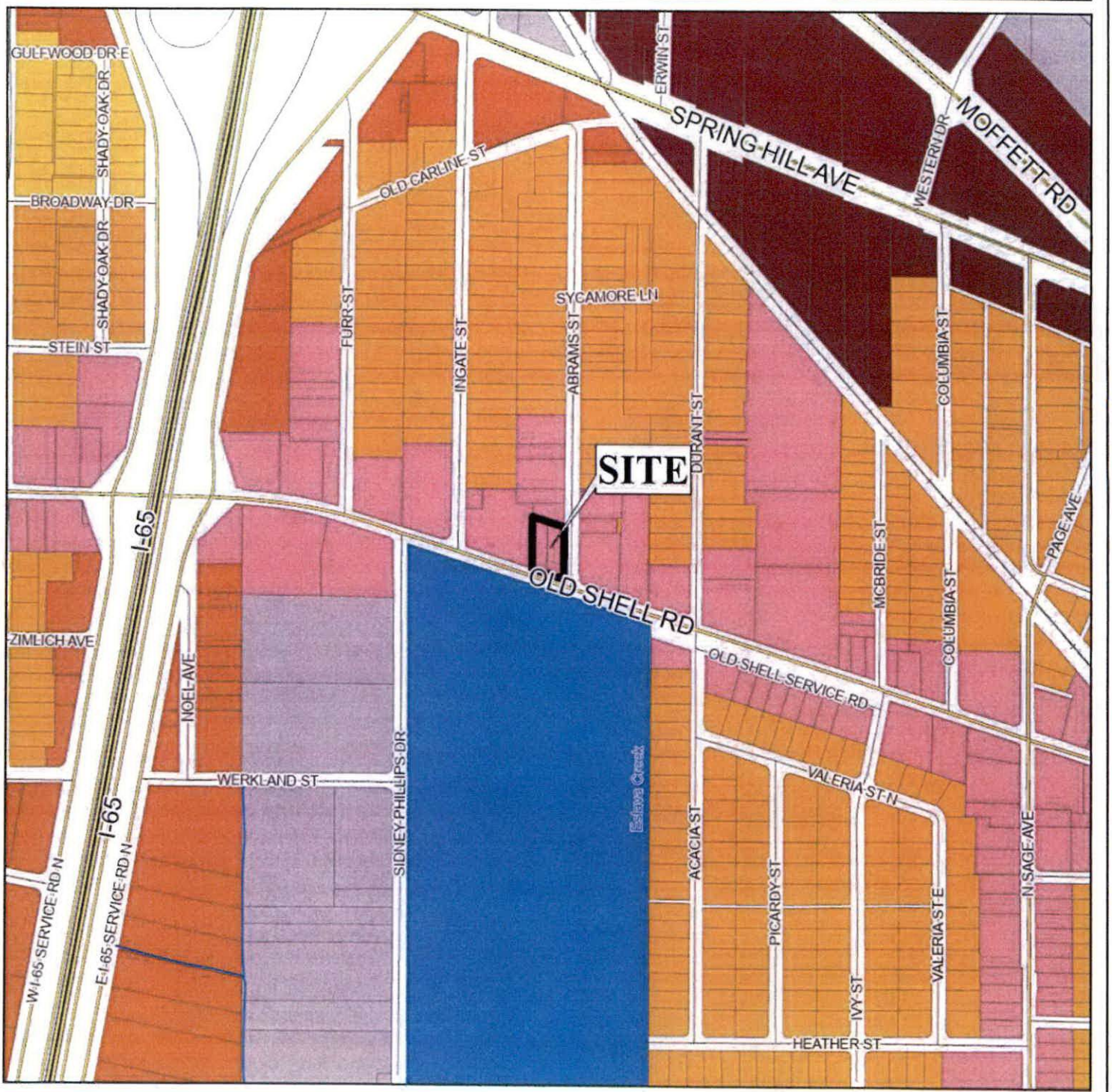
APPLICANT Bringer Of Rain Estates Subdivision

REQUEST Subdivision, Pud, Rezoning From R-1 And B-3 To B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE October 6, 2022

APPLICANT Bringer Of Rain Estates Subdivision

REQUEST Subdivision, Pud, Rezoning From R-1 And B-3 To B-3

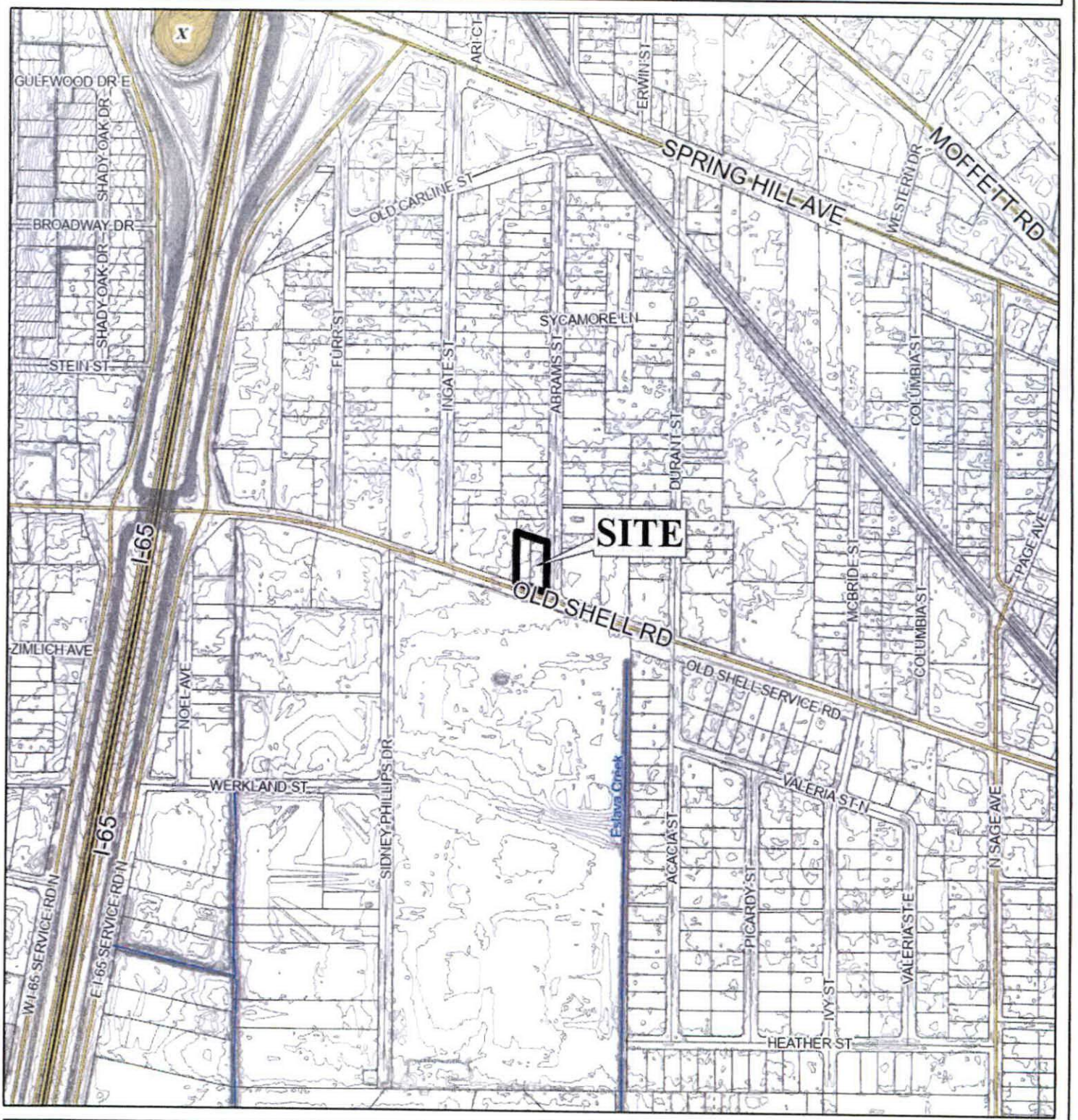
Layer2

- 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

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 6 DATE October 6, 2022

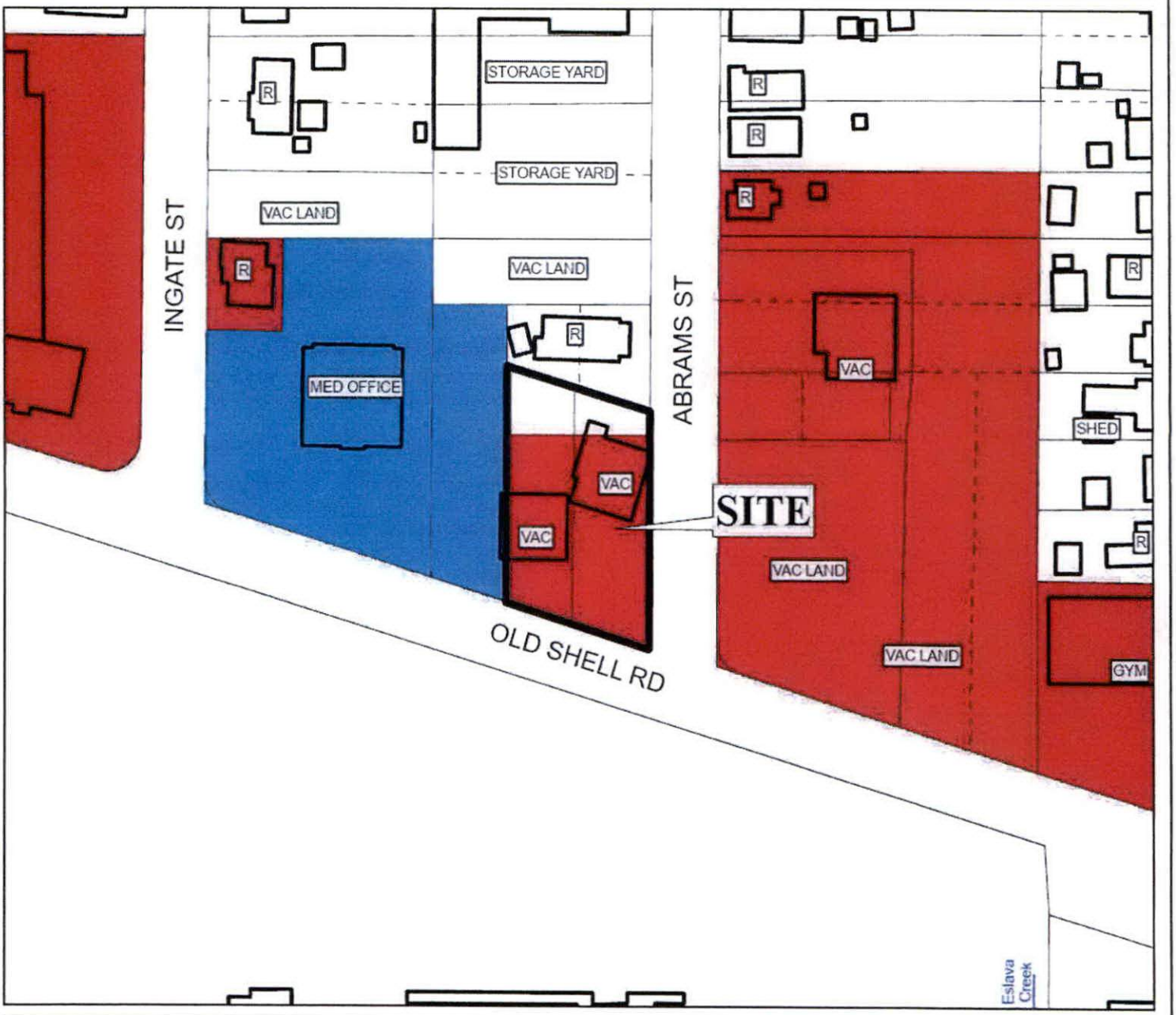
APPLICANT Bringer Of Rain Estates Subdivision

REQUEST Subdivision, Pud, Rezoning From R-1 And B-3 To B-3

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 6 DATE October 6, 2022

APPLICANT Bringer Of Rain Estates Subdivision

REQUEST Subdivision, Pud, Rezoning From R-1 And B-3 To B-3

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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 6 DATE October 6, 2022

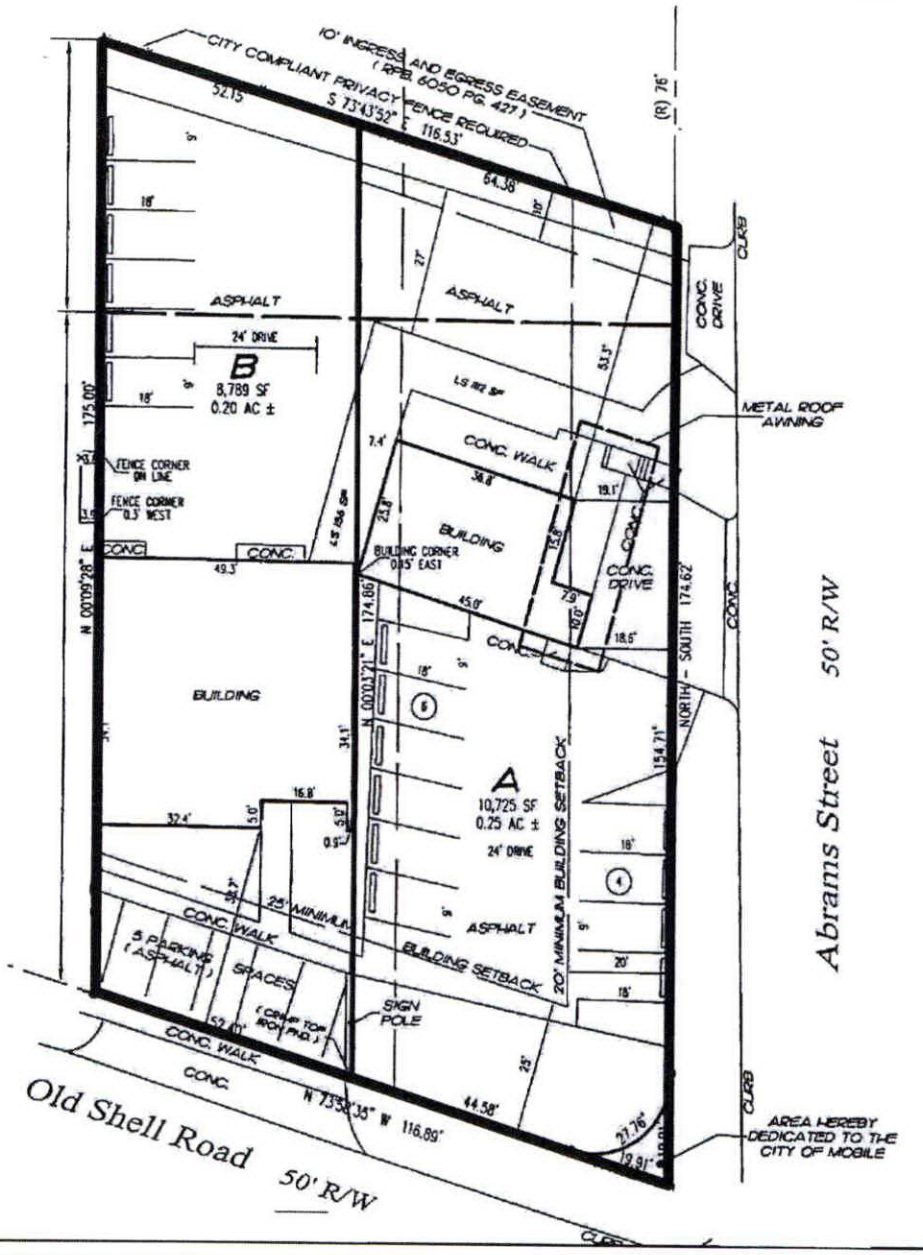
APPLICANT Bringer Of Rain Estates Subdivision

REQUEST Subdivision, Pud, Rezoning From R-1 And B-3 To B-3

N

NTS

SITE PLAN



The site illustrates the existing buildings, proposed lots, setbacks, and parking.

APPLICATION NUMBER 6 DATE October 6, 2022

APPLICANT Bringer Of Rain Estates Subdivision

REQUEST Subdivision, Pud, Rezoning From R-1 And B-3 To B-3

N

NTS

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER. HEAT SENSITIVE RED DOCK DISAPPEARS WHEN HEATED

0018

Smith Clark & Associates of Mobile , LLC
DBA Byrd Surveying
2609 Halls Mill Rd
Mobile, AL 36606

River Bank & Trust
27900 N Main St. Suite 4
Daphne, AL 36526
61-656/622

10/18/2022

PAY TO THE ORDER OF City of Mobile

$ **287.35

Two Hundred Eighty-Seven and 35/100********** DOLLARS

City of Mobile

AUTHORIZED SIGNATURE

MEMO Advertising Fees for Bringer of Rain Estates REZ

Security features. Details on back.