AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, October 24, 2023, 10:30 AM

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

   Public Safety Chaplain Margaret Rickey

3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   October 17, 2023

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

   Request of Jayme Williams for a waiver of the Noise Ordinance at Cathedral Square, on November 12, 2023, from 2:00 p.m. - 4:30 p.m. (District 2).

   Request of Pamela Horner for a waiver of the Noise Ordinance at 454 Charleston Street, on November 18, 2023, from 5:00 p.m. - 10:00 p.m. (District 2).

   Request of Michele Wilson for a waiver of the Noise Ordinance at 180 Lyons Park Avenue, on December 9, 2023, from 9:00 a.m. - 3:00 p.m. (District 2).

   Request of Gary Constantine for a waiver of the Noise Ordinance at 254 St. Anthony Street, on October 29, 2023, from 12:00 p.m. - 6:00 p.m. (District 2).

   Request of Ryne Murph for a waiver of the Noise Ordinance at 607 Government Street, on December 31, 2023, from 9:00 p.m. - 1:00 a.m. (District 2).

Request of Gary Constantine for a waiver of the Noise Ordinance at 254 St. Anthony Street, on February 11, 2024, from 12:00 p.m. - 6:00 p.m. (District 2).

Request of Gary Constantine for a waiver of the Noise Ordinance at 254 St. Anthony Street, on February 13, 2024, from 6:00 p.m. - 10:00 p.m. (District 2).

Request of Eddie Holt for a waiver of the Noise Ordinance at 6712 Harness Way, on October 28, 2023, from 3:00 p.m. - 1:00 a.m. (District 6).

Request of Momentum Church for a waiver of the Noise Ordinance at Langan Park Pavilion, on August 11, 2024, from 8:30 a.m. - 2:30 p.m. (District 7).

Request of Matt Lemond for a waiver of the Noise Ordinance at 564 Dauphin Street on October 28, 2023, from 9:00 p.m. - 12:00 a.m. (District 2).

10. PUBLIC HEARINGS

Public hearing to declare the structure at 1957 Pleasant Avenue a public nuisance and order it demolished/removal of trash and debris (District 1).

Public hearing to declare the structure at 1907 St. Monica Drive a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 401 Claude Harris Drive a public nuisance and order it demolished (District 7).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Charlie McCants - Provide information about the "Gulf Coast Gladiators" hosting the American Basketball Association Championship and league meeting.

Donald Comeaux - Inform the Council about the Exploreum Science Center and CUBA Exhibit Gala.

Elizabeth Stevens - National Pedestrian Safety Month

Patricia Law - damage to property at 162 S. Broad Street caused by City contractors

Phil Williams - Request the release of bodycam footage concerning Jawan Dallas.

Vernita Dallas - Speaking about the death of her brother Jawan Dallas.

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

Alex Lofton - Request the release of the body cam footage concerning the death of Jawan Dallas.

James Jackson, Jr. - Requesting the body cam footage, property, and autopsy report concerning Jawan Dallas.

Carrie Williams - Comments on the death of Jawan Dallas.

Reverend Mark Thompson - Comments about the death of Jawan Dallas.

Dr. Roderick Van Daniel - Request disclosure of video and toxicology report of Jawan Dallas to Christine Dallas.

Betty Martin - Transparency with the police department in relation to the Jawan Dallas case.

Dawn Remington - Community Traffic Officer resources and law that needs to be changed.

Slyvester Cheatham - Requesting more transparency from the Mobile Police Department regarding the death of Jawan Dallas.

Reverend Tony Algood - Transparency within the Mobile police department and the adverse effects it has on its citizens.

Mario Yow - police brutality and body cam footage related to Jawan Dallas, Accel Academy and Beezer Dubose, Jr.

Cephus Johnson - Police transparency and body cam footage of Jawan Dallas case.

Wanda Johnson - Stopping tasing that lead to the death of Jawan Dallas and request release of the body cam footage.

Reggie Hill - Amendments to FY 24 budget pertaining to public safety, housing and contracting.

12. ORDINANCES HELD OVER

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

64-049 Rezone property located at 258 North Hamilton Street and 263 North Franklin Street, from T-4 and T-5.1 to T-4 (sponsored by Councilmember Carroll).

13. CONSENT RESOLUTIONS HELD OVER

40-914 Declare the structure at 3105 Emelye Drive a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

40-915 Declare the structure at 400 LaRose Drive a public nuisance and order it demolished/secured (sponsored by Councilmember Daves).

14. RESOLUTIONS HELD OVER

01-1160 Authorize amendment to agreement with Goodwyn Mills Cawood, Inc. for design and construction observation of the MPD Mounted Unit; $267,455.37 additional (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

08-1161 Approve purchase order to CDW Government, LLC for annual renewal of Riverbed Network Management Software for MIT; $17,379.68 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1162 Approve purchase order to Ladd Supply Company, Inc. for building supplies for Government Plaza 2nd floor build out; $17,826.03 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1163 Authorize contract with Pot-O-Gold Rentals, LLC for portable toilets at various City locations; $16,068.00 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1164 Authorize contract with Tetra Tech, Inc. for disaster consulting services (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

31-1165 Authorize a grant application to the Alabama Department of Economic and Community Affairs for the Land and Water Conservation Fund; $500,000.00 (50% local match requirement) (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

15. ORDINANCES BEING INTRODUCED

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

16. CONSENT RESOLUTIONS BEING INTRODUCED

31-1166 Authorize a grant application to the Alabama Department of Economic and Community Affairs for the FY24 Edward Byrne Memorial JAG Fund Equipment Grant; $50,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

37-1167 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class II Package Store License to City Life Liquor; 2709 Spring Hill Avenue (sponsored by Councilmember Penn).

37-1168 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Pentons Bistro, LLC; 219 Conti Street (sponsored by Councilmember Carroll).

37-1169 Recommend approval to the ABC Board for issuance of a Manufacturer License to Wingman Brewing Company; 656 St. Louis Street (sponsored by Councilmember Carroll).

37-1170 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to Decam Lounge; 1270 Dauphin Island Parkway (sponsored by Councilmember Small).

37-1171 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to D Spot Ultra Lounge; 5441 Hwy 90 West (sponsored by Councilmember Reynolds).

37-1172 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Mobile Gazelle Mart; 4362 Government Blvd. (sponsored by Councilmember Reynolds).

40-1173 Declare the structure at 401 Claude Harris Drive a public nuisance and order it demolished (sponsored by Councilmember Gregory).

40-1174 Declare the structure at 1907 St. Monica Drive a public nuisance and order it demolished (sponsored by Councilmember Small).

40-1175 Declare the structure at 1957 Pleasant Avenue a public nuisance and order it demolished/removal of trash and debris (sponsored by Councilmember Penn).

46-1176 Name the basketball court on Dr. Martin Luther King, Jr. Avenue the "L. C. Manzie Basketball Court" (sponsored by Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

60-1177 Determine an appropriation to The Grind Small Business Development Center, LLC serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1178 Determine an appropriation to Trinity Gardens Community Civic Club serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1179 Determine an appropriation to Revitalizedip serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-1180 Determine an appropriation to United Way of Southwest Alabama, Inc. serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-1181 Determine an appropriation to Mobile Law Enforcement Foundation, Inc. (sponsored by Councilmembers Small and Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1182 Determine an appropriation to Ebenezer Baptist Church of Cottage Hill serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-1183 Determine an appropriation to Country Club Village Civic Association serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1184 Determine an appropriation to The Alabama Pecan Festival, Inc. serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

03-1199 Appoint Kristen Coates to the Mobile Library Board (sponsored by Councilmember Woods) (submitted by Lisa C. Lambert, City Clerk).

03-1200 Appoint Freddy Wheeler to the Solid Waste Disposal Authority (sponsored by Councilmember Woods) (submitted by Lisa C. Lambert, City Clerk).

17. CIP RESOLUTIONS BEING INTRODUCED

08-1185 Approve purchase order to Southern Lighting & Traffic Systems for traffic detection system for Navco/McVay intersection; $28,000.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1186 Transfer funds from capital project CIP Parks-Taylor Park Improvements to Project Grant Match Holding Account to be used as match for the Land and Water Conservation Fund grant; $500,000.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

18. RESOLUTIONS BEING INTRODUCED

03-1187 Appoint Robert Lasky as Executive Director of Public Safety (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

03-1188 Appoint Johnny Morris as Chief of Mobile Fire and Rescue Department (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

03-1189 Appoint Luckett Robinson to the Mobile Airport Authority (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

03-1190 Appoint Sidney King to the Mobile Housing Authority (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-1191 Approve purchase order to Stivers Ford Lincoln, Inc. for 26 Ford F150 police package trucks; $1,262,846.00 (sponsored by Mayor Stimpson)

(submitted by John Paine, Purchasing Dept.).

08-1192 Approve change to purchase order to Stivers Ford Lincoln, Inc. for 49 Ford F150 police package trucks; $397,782.00 increase (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1193 Approve purchase order to Sunsouth, LLC for John Deere tractor for Public Services; $194,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

13-1194 Authorize change order #1 with Blue Diving & Salvage, Inc. for the Three Mile Creek Dredging Project; $591,926.34 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

21-1195 Authorize contract with E. Cornell Malone Corpo. for roof replacement at Hope Community Center; $318,400.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

31-1196 Accept covenant of purpose, use and ownership between the City and the U.S. Department of Treasury for Segment 7 of the Three Mile Creek Greenway Trail (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt. and Carleen Stout-Clark, REAM Dept.).

60-1197 Authorize Settlement Agreement and Mutual Release Agreement with Solid Waste Disposal Authority (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-1198 Authorize Settlement Agreement and Release of Claims; University of South Alabama (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/18/2023 - 2:52 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/23/2023 - 11:17 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Williams	Cover Memo	10/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/18/2023 - 10:19 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: Jayme Williams
PLEASE PRINT ALL INFORMATION

Home Phone Number: ——— Cell Number: (251) 307-9442

Organization (if applicable) Grace Companion

Mailing Address of Applicant 6660 Farrell St. Mobile AL 36607

Telephone No. (251) 307-9442 E-mail address gracecompanion@gmail.com

Location or address of event where amplification will be used:

Cathedral Square 300 Conti St. Mobile AL 36602

Date of Event: November 12, 23 Starting Time: 2:00pm Ending Time 4:30pm

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

Type of Event: Outreach

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

B2

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AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Horner	Cover Memo	10/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/18/2023 - 10:20 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]:
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Name of Applicant: Pamela L. Horner
PLEASE PRINT ALL INFORMATION

Home Phone Number: n/a Cell Number: 251-295-7070

Organization (if applicable) Prince of Peace Knights of Peter Claver Council & Court 287

Mailing Address of Applicant 454 Charleston Street Mobile, AL 36604

Telephone No. 251-295-7070 E-mail address phorner99@yahoo.com

Location or address of event where amplification will be used:
454 Charleston Street, Mobile, AL 36604

Date of Event: November 18, 2023 Starting Time: 5pm Ending Time 10pm

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

Type of Event: Live Music & Jazz Festival

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

2023 OCT 18 AM 9:41

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:10/24/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Wilson	Cover Memo	10/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/18/2023 - 10:26 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]:
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(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

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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: Michele Wilson
PLEASE PRINT ALL INFORMATION

Home Phone Number: 2513436576 Cell Number: 2515910627

Organization (if applicable) _____

Mailing Address of Applicant 601 Bel Air Blvd Ste 307

Telephone No. 2512399997 E-mail address admin@mabcc.org

Location or address of event where amplification will be used:
180 Lyons Park Ave.

Date of Event: 12/09/2023 Starting Time: 9:00am Ending Time 3:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Family Fun Day and Registeration Drive

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:10/24/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

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

ATTACHMENTS:

Description	Type	Upload Date
Constantine	Cover Memo	10/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/18/2023 - 10:28 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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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: ____**Gary S Constantine**_____
PLEASE PRINT ALL INFORMATION
Home Phone Number: _____**N/A**_____ Cell Number: **251-421-2601**____

Organization (if applicable) ___**OOMs**_____
Mailing Address of Applicant_**12359 County Road 1, Fairhope Al 36532**_____

Telephone No. **251-421-2601**____E-mail Address gary.constantine@evident.com

Location or address of event where amplification will be used:
254 St. Anthony Street Mobile, AL.

Date of Event:**Sunday October 29th, 2023** Starting Time: **1200CST** Ending Time: **1800CST**
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event:_____**Mardi Gras Party**_____

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:10/24/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Murph	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/19/2023 - 8:37 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]:
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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: Ryne Murph
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: (251) 455-3731

Organization (if applicable) Mystics of Time Mardi Gras Society

Mailing Address of Applicant PO Box 1087 Mobile, AL 36633

Telephone No. (251) 455-3731 E-mail address RyneMurph@yahoo.com

Location or address of event where amplification will be used:

The Kennedy-Cox House, 607 Government St, Mobile, AL 36602

Date of Event: 12/31/2023 Starting Time: 9:00 PM Ending Time 1:00 AM

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

Type of Event: New Year's Eve Event (Please See Attached Addendum)

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:10/24/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Constantine2	Cover Memo	10/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/18/2023 - 10:31 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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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: ____**Gary S Constantine**_____
PLEASE PRINT ALL INFORMATION
Home Phone Number: _____**N/A**_____ Cell Number: **251-421-2601**____

Organization (if applicable) ___**OOMs**_____
Mailing Address of Applicant_**12359 County Road 1, Fairhope Al 36532**_____

Telephone No. **251-421-2601**___E-mail Address gary.constantine@evident.com

Location or address of event where amplification will be used:
254 St. Anthony Street Mobile, AL.

Date of Event:**Sunday February 11th, 2024** Starting Time: **1200CST** Ending Time: **1800CST**
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event:_____**Mardi Gras Party**_____

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

22

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Constantine3	Cover Memo	10/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/18/2023 - 10:33 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: ____**Gary S Constantine**_____
PLEASE PRINT ALL INFORMATION
Home Phone Number: _____**N/A**_____ Cell Number: **251-421-2601**____

Organization (if applicable) ___**OOMs**_____
Mailing Address of Applicant_**12359 County Rd.1 Fairhope Al. 36532**_____

Telephone No. **251-421-2601**____E-mail Address gary.constantine@evident.com

Location or address of event where amplification will be used:
254 St. Anthony Street Mobile, AL.

Date of Event: **Tuesday February 13th, 2024** Starting Time: **1800CST** Ending Time: **2200 CST**
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event:_____**Mardi Gras Party**_____

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

02

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Woods

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Holt	Cover Memo	10/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/18/2023 - 10:37 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: Eddie L. Hoth
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251) 455-4427

Organization (if applicable) Birthday Party

Mailing Address of Applicant 6712 Harness Way

Telephone No. (251) 644-3274 E-mail address Sheila.Hoth@Crothall.com

Location or address of event where amplification will be used:

6712 Harness Way Mobile Al. 36695

Date of Event: 10-28-23 Starting Time: 3:00 pm Ending Time 1:00 am
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: 60th 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

2023 OCT 17 PM 2:34

B6

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Church	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/19/2023 - 10:44 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: Momentum Church
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-320-9397 Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant PO Box 204, Creola, AL 36525

Telephone No. 251-320-9397 E-mail address momentumcreola@gmail.com

Location or address of event where amplification will be used:
Langan Park Pavillion

Date of Event: 8/11/2024 Starting Time: 8:30am Ending Time 2:30pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Momentum Church City-Wide Baptism

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

DT

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
O'Daly's	Cover Memo	10/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/23/2023 - 12:10 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Matt Lemond

PLEASE PRINT ALL INFORMATION

Home Phone Number: NA Cell Number: 504-701-2589

Organization (if applicable) O'Daly's Irish Pub

Mailing Address of Applicant 564 Dauphin Street, Mobile, AL 36602

Telephone No. 2517256429 E-mail address matt@odalysirishpub.com

Location or address of event where amplification will be used:
564 Dauphin Street, Mobile, AL 36602

Date of Event: 10/28/2023 Starting Time: 9:00pm Ending Time 12:00am

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

Type of Event: HalloweenEvent

Do you plan to sell alcohol at this event? X 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

3:02 p.m
10/19/23

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/18/2023 - 3:10 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

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	10/18/2023 - 3:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/18/2023 - 3:05 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
McCants	Cover Memo	10/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/12/2023 - 1:30 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: CHARLIE McCANTS Date: 10-12-23

Address: 1417 AZALEA RD, MOBILE, 36693

Phone: 228-297-0197 Email MBEXONLINE@GMAIL.COM

Date to Address City Council: 10-17-23

Subject (must be completed): GULF COAST GLADIATORS WILL HOST THE AMERICAN BASKETBALL ASSOCIATION (ABA) CHAMPIONSHIP & LEAGUE MEETING WITH 175 TEAM OWNERS. ECONOMIC IMPACT TO CITY

Specific Questions: HOW CAN THE CITY HELP TO MAKE THIS A GREAT EVENT AND SUGGESTION ON WHAT COUNCIL MEMBER WOULD LIKE TO SEE TAKE PLACE

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Comeaux	Cover Memo	10/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/18/2023 - 10:10 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Tue 10/17/2023 11:01 AM
To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Donald Comeaux

Date To Address Council: 2023-10-24

Address: 65 Government Street

Email: dcomeaux@exploreum.com

Phone: 2512086855

Subject And Specific Questions: Exploreum Science Center and CUBA Exhibit/Gala

Pertain To City Business: Travel and Tourism

Signature: Donald Comeaux

Signature Verify: X

Agree: X

Date Submitted: 2023-10-17 11:01:48

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Stevens	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/19/2023 - 2:28 PM

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Elizabeth Stevens Date: 10.19.2023

Address: 261 Dauphin Street Mobile, AL 36602

Phone: 251.434.8498 Email: estevens@downtownmobile.org

Date to Address City Council: October 24, 2023

Subject (must complete):

City Proclamation - National Pedestrian Safety Month

Specific Questions: Share details regarding a walkable city survey to be circulated during National Pedestrian Safety Month.

Signature: Elizabeth Stevens

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Law	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/19/2023 - 2:16 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 10/19/2023 1:25 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Patricia Law

Date To Address Council: 2023-10-24

Address: 2290 Graham Rd

Email: mzpatlaw@yahoo.com

Phone: 251-6053837-

Subject And Specific Questions: Property of 162 S Broad St.

Pertain To City Business: Damages caused to my property done by City of Mobile Contractors.

Signature: Pat Law

Signature Verify: X

Agree: X

Date Submitted: 2023-10-19 13:25:04

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Phil Williams	Cover Memo	10/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/18/2023 - 9:59 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Mon 10/16/2023 3:48 PM
To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Phil Williams

Date To Address Council: 2023-10-24

Address: 10523 Beverly Rd

Email: christinedallas312@gmail.com

Phone: 2515455606

Subject And Specific Questions: The death of Jawan Dallas who was killed by Mobile Police Department

Pertain To City Business: Was killed by the Mobile Police Department

Signature: Phil Marso Williams

Signature Verify: X

Agree: X

Date Submitted: 2023-10-16 15:48:19

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Vernita Dallas	Cover Memo	10/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/18/2023 - 10:00 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Mon 10/16/2023 4:36 PM
To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Vernita Dallas

Date To Address Council: 2023-10-24

Address: 5101 Jones Rd

Email: dallasv555@gmail.com

Phone: 3139772713

Subject And Specific Questions: Speaking on the death of my brother jawan Dallas

Pertain To City Business: Want to know when they will release the video

Signature: Vernita Dallas

Signature Verify: X

Agree: X

Date Submitted: 2023-10-16 16:35:55

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Thompson	Cover Memo	10/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/18/2023 - 10:01 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Mon 10/16/2023 4:36 PM
To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: LaTanga Thompson

Date To Address Council: 2023-10-24

Address: 7211 Old Military Rd

Email: latangat@yahoo.com

Phone: 2514061623

Subject And Specific Questions: Jawan Dallas

Pertain To City Business: Release of the video

Signature: LaTanga Thompson

Signature Verify: X

Agree: X

Date Submitted: 2023-10-16 16:36:04

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Lofton	Cover Memo	10/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/18/2023 - 10:02 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Mon 10/16/2023 4:41 PM
To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Alex j lofton

Date To Address Council: 2023-10-24

Address: 1811 Blackman st

Email: huggybeardapoet@yahoo.com

Phone: 2513822258

Subject And Specific Questions: Jawan Dallas transparency

Pertain To City Business: Police Brutality

Signature: Alex j lofton

Signature Verify: X

Agree: X

Date Submitted: 2023-10-16 16:40:54

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Jackson, Jr	Cover Memo	10/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/18/2023 - 10:06 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 10/18/2023 1:05 AM
To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: James Louis Jackson Jr.

Date To Address Council: 2023-10-24

Address: 224 Garrison Ave

Email: ja45ja@gmail.com

Phone: 2512817988

Subject And Specific Questions: When will the autopsy, the property, and the video cam of Jawan Dallas be released

Pertain To City Business: Transparency & trust in our city is not balanced. Moral is at an all time low in our poverty stricken African American communites in Mobile.

Signature: James Louis Jackson Jr.

Signature Verify: X

Agree: X

Date Submitted: 2023-10-18 01:05:27

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Carrie Williams	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/19/2023 - 8:40 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 10/18/2023 6:36 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Carrie Williams

Date To Address Council: 2023-10-24

Address: 2854 Thornhill Dr

Email: cdewill03@gmail.com

Phone: (916) 397-2618

Subject And Specific Questions: Jaywan Dallas

Pertain To City Business: Mobile Officer involved incident

Signature: Carrie Williams

Signature Verify: X

Agree: X

Date Submitted: 2023-10-18 18:36:33

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Mark Thompson	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/19/2023 - 8:43 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 10/18/2023 7:15 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Rev. Mark Thompson

Date To Address Council: 2023-10-24

Address: New York, NY

Email: emailmarkt@gmail.com

Phone: 6467529703

Subject And Specific Questions: Justin for Jawan Dallas

Pertain To City Business: The Mobile Police Department tased Jawan Dallas, but has yet to share the video and the autopsy with the family.

Signature: Rev. Mark Thompson

Signature Verify: X

Agree: X

Date Submitted: 2023-10-18 19:14:53

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Van Daniel	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/19/2023 - 10:37 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 10/19/2023 10:04 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Dr. Roderick Van Daniel

Date To Address Council: 2023-10-24

Address: 1501 15th Avenue South Birmingham Alabama

Email: vandaniel@rvdcivilrightsattorney.com

Phone: 2053179321

Subject And Specific Questions: Jawan Dallas - Victim's Rights and Death - Disclosure of Video and Toxicology report to Christine Dallas

Pertain To City Business: community concerns about police brutality

Signature: Dr. Roderick Van Daniel, Esquire

Signature Verify: X

Agree: X

Date Submitted: 2023-10-19 10:04:38

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Martin	Cover Memo	10/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/18/2023 - 10:07 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Tue 10/17/2023 9:54 PM
To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Betty Kay Martin

Date To Address Council: 2023-10-24

Address: 8770 DK Rd Irvington Al 36544

Email: 85bkbm@gmail.com

Phone: 2513056823

Subject And Specific Questions: Mobile county police transparency and justice

Pertain To City Business: We as taxes payers have a right to the way our funds our used

Signature: Betty Kay Martin

Signature Verify: X

Agree: X

Date Submitted: 2023-10-17 21:54:43

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Remington	Cover Memo	10/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	10/18/2023 - 11:52 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 10/18/2023 10:48 AM
To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Dawn Remington

Date To Address Council: 2023-10-24

Address: 5940 Theodore Dawes Rd

Email: peachydeltad@yahoo.com

Phone: 251-513-1099

Subject And Specific Questions: Community Traffic Officer resources & law that needs to be changedâ€¦

Pertain To City Business: It will pertain greatly when one of these people run through our school stops & hirs a bus full of children, of which I have experienced near misses on more than one occasionâ€¦.

Signature: MCSO CRO Dawn Remington

Signature Verify: X

Agree: X

Date Submitted: 2023-10-18 10:48:42

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Cheatham	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/19/2023 - 8:39 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 10/18/2023 4:44 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Sylvester Cheatham

Date To Address Council: 2023-10-24

Address: 6955 Simpson Rd

Email: sylvesyer1234cheatham@gmail.com

Phone: 2512092110

Subject And Specific Questions: Wanting more transparency from within the police department have a couple questions I need answered and only you guys can only the council can answer it

Pertain To City Business: Because everything pertaining to the business of the city comes through and by the council

Signature: Sylvester Cheatham

Signature Verify: X

Agree: X

Date Submitted: 2023-10-18 16:44:05

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Algood	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/19/2023 - 10:49 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 10/19/2023 10:43 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Rev. Tonny Algod

Date To Address Council: 2023-10-24

Address: 214-A De Sales Avenue

Email: tonnyalgood@gmail.com

Phone: 2516804266

Subject And Specific Questions: Transparency within the Mobile police department and the adverse effects it has on citizens of Mobile.

Pertain To City Business: DoThe mobile police department comes under the administration of the City Of Mobile.

Signature: Tonny Algood

Signature Verify: X

Agree: X

Date Submitted: 2023-10-19 10:43:37

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Yow	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/19/2023 - 11:30 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 10/18/2023 8:17 AM
To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Mario Yow Sr

Date To Address Council: 2023-10-24

Address: 1860 Reddy St Mobile Al

Email: marioyow78@gmail.com

Phone: 2517862671

Subject And Specific Questions: Police Brutality and body camera footage regarding Jawan Dallas and handcuffed man beat by MPD and girl body slammed by MPD at Accel Academy.

Pertain To City Business: The Mobile Police Department

Signature: Mario D. Yow Sr

Signature Verify: X

Agree: X

Date Submitted: 2023-10-18 08:17:33

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Johnson	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/19/2023 - 11:32 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 10/19/2023 11:18 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: cephús johnson

Date To Address Council: 2023-10-24

Address: 1165 adrian way

Email: cephusjohnson@yahoo.com

Phone: 5107067558

Subject And Specific Questions: Jawan Dallas body cam video release

Pertain To City Business: Police transparency and accountability

Signature: cephus johnson

Signature Verify: X

Agree: X

Date Submitted: 2023-10-19 11:18:21

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Johnson	Cover Memo	10/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/23/2023 - 1:08 PM

CityofMobile.org: Addressing City Council Submission

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

Thu 10/19/2023 10:26 AM

To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Wanda Johnson

Date To Address Council: 2023-10-24

Address: 27779 Coronado Street

Email: dopraiseya341@gmail.com

Phone: 5109385918

Subject And Specific Questions: Stopping/tasing that lead to death of a young man Jauan Dallas + body cam footage.

Pertain To City Business: It brings awareness to ~~county~~ City.

Signature: Wanda Johnson

Signature Verify: X

Agree: X

Date Submitted: 2023-10-19 10:26:44

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/19/2023 - 2:29 PM

From: RJHILL II
To: Gauthier, Lana
Subject: 10/24 Agenda
Date: Thursday, October 19, 2023 2:00:23 PM

CAUTION: External Email

Madam Asst. City Clerk,

Greetings! I hope this email finds you well. As you may recall, I was unable to present earlier this week. However, I plan to address those same matters next week.

This includes:
* Amending the FY24 Budget as it pertains to Public Safety; Housing; and Contracting

Thank you for your attention to this matter and for the continued service of the City Clerk's Office! Have a great rest of your week!

Kindest Regards,

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:
Ricardo Woods

Sponsored by:
Mayor Stimpson

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

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

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	8/17/2023

REVIEWERS:

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

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

Sponsored by: William S. Stimpson

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

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

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

CHAPTER 25 GARBAGE, TRASH, AND LITTER

ARTICLE 1. GARBAGE AND TRASH

Sec. 25-1 – Applicability and Rule of Construction

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

Sec. 25-2 – Definitions

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

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

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

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

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

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

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

Sec. 25-4 – General Requirements

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

Sec. 25-5 – Household garbage.

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

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

(c) *Garbage carts*.

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

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

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

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

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

Sec. 25-6 – Household trash.

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

(b) *Quantity.*

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

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

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

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

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

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

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

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

Sec. 25-7 – Hazardous materials/waste.

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

Sec. 25-8 – Downtown Business District

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

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

(c) *Garbage Carts.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Dumpster enclosures must meet the following criteria:

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

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

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

Sec. 25-10 – Commercial Waste/Collection

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. LITTER[1]

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

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

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

Sec. 25-21 – Litter receptacles.

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

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

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

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

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

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

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

Sec. 25-22 – Littering from a vehicle.

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

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

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

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

Sec. 25-23 – Sweeping litter into street.

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

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

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

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

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

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

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

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

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

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

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

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

Article III – Enforcement

Sec. 25-30 – Violations

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

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

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

Sec. 25-31 – Enforcement procedures.

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

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

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

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

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

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

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

Sec. 25-33 – Penalties.

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

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

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

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

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

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

ARTICLE VI. SEPTAGE AND GREASE HAULER REGULATIONS

Sec. 25-40 – Title

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

(Ord. No. 25-086, § 1, 11-26-02)

Sec. 25-41 – Findings and purpose.

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

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

Sec. 25-42 – License required.

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

Sec. 25-43 – Operating requirements.

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

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

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/11/2023 - 10:57 AM

41-1028 **2023**

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 258 North Hamilton Street and 263 North Franklin Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 12, 2023, a public hearing will be held on the 17th day of October, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 258 North Hamilton Street and 263 North Franklin Street from T-4, a mixed-use district of low density, and T-5.1, a mixed-use district of medium density, to T-4, a mixed-use district of low density in the Downtown Development District.

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

Lisa C. Lambert
City Clerk

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

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

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

Commencing at the Southeast intersection of Congress Street and North Hamilton Street in the City of Mobile, run South 22°-04'-02" East and along the East right-of-way line of said North Hamilton Street (50 foot right-of-way), a distance of 70.00 feet to the Point of Beginning of the property described herein; thence continue South 22°-04'-02" East and along said East right-of-way line, 39.96 feet to the Northwest corner of property conveyed by instrument recorded in Real Property Book 2395, Page 559, Probate Court Records, Mobile County, Alabama; thence North 67°-40'-47" East and along the North line of said property, 201.51 feet to the Northeast corner of property conveyed by instrument recorded in Real Property Book 4911, Page 574, said Probate Records; thence North 20°-30'-36" West and along the West right-of-way line of North Franklin Street (50 foot right-of-way), a distance of 69.60 feet to a point on the South line of property conveyed by instrument recorded in Land Records Book 7654, Page 568, said Probate Records; thence South 68°-35'-12" West and along the South line of said property, 107.00 feet to a point on the Eastern line of by property conveyed instrument recorded in Real Property Book 5523, Page 683, said Probate Records; thence South 22°-04'-12" East and along said East property line, 30.00 feet to the Southeast corner of said property; thence South 67°-39'-25" West and along the South line of said property, 94.50 feet to the Point of Beginning.

The classification of said property is hereby changed from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District. and it shall hereafter be lawful to construct on such property

any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in T-4, a mixed-use district of low intensity, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a T-4, a mixed-use district of low intensity until all of the conditions set forth below have been complied with: 1) Completion of the Subdivision process; 2) Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3) Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 17th day of October, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 20h day of September, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **258 North Hamilton Street and 263 North Franklin Street.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **T-4** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **T-4** districts until the following conditions have been complied with: **1) Completion of the Subdivision process; 2) Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3) Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2023

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

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

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

Commencing at the Southeast intersection of Congress Street and North Hamilton Street in the City of Mobile, run South 22°-04'-02" East and along the East right-of-way line of said North Hamilton Street (50 foot right-of-way), a distance of 70.00 feet to the Point of Beginning of the property described herein; thence continue South 22°-04'-02" East and along said East right-of-way line, 39.96 feet to the Northwest corner of property conveyed by instrument recorded in Real Property Book 2395, Page 559, Probate Court Records, Mobile County, Alabama; thence North 67°-40'-47" East and along the North line of said property, 201.51 feet to the Northeast corner of property conveyed by instrument recorded in Real Property Book 4911, Page 574, said Probate Records; thence North 20°-30'-36" West and along the West right-of-way line of North Franklin Street (50 foot right-of-way), a distance of 69.60 feet to a point on the South line of property conveyed by instrument recorded in Land Records Book 7654, Page 568, said Probate Records; thence South 68°-35'-12" West and along the South line of said property, 107.00 feet to a point on the Eastern line of by property conveyed instrument recorded in Real Property Book 5523, Page 683, said Probate Records; thence South 22°-04'-12" East and along said East property line, 30.00 feet to the Southeast corner of said property; thence South 67°-39'-25" West and along the South line of said property, 94.50 feet to the Point of Beginning.

The classification of said property is hereby changed from **T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District.** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **T-4, a mixed-use district of low**

intensity, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **T-4, a mixed-use district of low intensity** until all of the conditions set forth below have been complied with: **1) Completion of the Subdivision process; 2) Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3) Full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Hampton Park at Downtown North Subdivision (Kim Knowles, Knowles Development Group, Inc, Applicant)
258 North Hamilton Street and 263 North Franklin Street
Council District 2
William Carroll

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

June 29, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of June 15, 2023 considered the request of **Kim Knowles, Knowles Development Group, Inc,** for a change in zoning from **T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District** for the property located at **258 North Hamilton Street and 263 North Franklin 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; 2) Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3) Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 20, 2023

Zeke Hudson
Rowe Engineering & Surveying
3502 Laughlin Drive
Suite B
Mobile, Alabama 36693

Re: **258 North Hamilton Street and 263 North Franklin Street**
ZON-UDC-002527-2023
Hampton Park at Downtown North Subdivision
Kim Knowles, Knowles Development Group, Inc.
District 2
Rezoning from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District.

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

At its meeting on June 15, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Regulating Plan amendment request:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. There was a mistake or error in the original Regulating Plan;
C) Compatibility. The proposed amendment is compatible with:
- **The current development trends in the vicinity of the subject property;**
- **Surrounding land uses;**
- **Neighboring properties; and**
- **Maintaining property values.**

D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare;
E) Capacity. The infrastructure is in place to accommodate the proposed amendment;

F) **Change. Changing conditions in a particular area make an amendment necessary and desirable; and**
G) **Benefits Consideration. The amendment will be in the City's and the larger community's best interests.**

As such, the Planning Commission voted to recommend Approval of the Regulating Plan amendment to the City Council, subject to the following conditions:

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

The advertising fee for this application based on the current legal description is $394.06. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By:
Bert Hoffman
Deputy Director of Long-Range Planning

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE

Re: **258 North Hamilton Street & 263 North Franklin Street**
Hampton Park at Downtown North Subdivision
ZON-UDC-002527-2023
Kim Knowles, Knowles Development Group, Inc.
District 2
Rezoning from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 15, 2023, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development 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, June 14, 2023,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE

Re: **258 North Hamilton Street & 263 North Franklin Street**
Hampton Park at Downtown North Subdivision
ZON-UDC-002527-2023
Kim Knowles, Knowles Development Group, Inc.
District 2
Rezoning from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 15, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development 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, June 14, 2023,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and 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-UDC-002527-2023

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** — Checklist A

■ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B

☐ **Planned Development** — Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

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1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Kim Knowles	N/A
Firm:	Knowles Development Group, Inc.	
Phone:	(251) 581-2100	
Email:	KimLRKnowles@gmail.com	
Address:	853 Dauphin Street Mobile, AL 36602-1212	

	Owner	Design Professional
Name:	Kim Knowles	
Firm:	Knowles Development Group, Inc.	
Phone:	(251) 581-2100	
Email:	KimLRKnowles@gmail.com	
Address:	853 Dauphin Street Mobile, AL 36602-1212	

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

258 N Hamilton St and 263 N Franklin St Mobile, AL 36602
Property Address

11,381 sq ft +/- or 0.26 ac +/-
Property Area (acres or square feet)

022906400003104. & 022906400003095.
Parcel Number(s) or Key Number(s)

T4 and T5.1
Present Zoning or Transect District

T4
Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date: 5/15/2023

Applicant or Agent Signature (if applicable) — Date: 5/15/2023

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

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

Applicant or Agent Signature — Date: 5/15/2023

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

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

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

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

This project is a lot line move to enlarge an existing lot and to add access to an existing lot which currently is not allowed a curb cut for driveway. Once complete, the project will add permanent residence to the area and will cover what is now vacant land. The property will also be in walkable distance to the downtown area and everything it has to offer.

Downtown	T4
Future Land Use Map (FLUM) Designation	Requested Zoning

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

3. Describe how this proposal promotes the community's health, safety, and welfare.
   This project will allow the current lots to be utilized for single family dwellings.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   As currently configured this subdivision will allow development of property to single family dwellings.

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

1. Describe the current development trends in the area of the property.
   Single family dwellings

2. Describe the surrounding land uses.
   Single family dwellings

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   Developer sees no adverse impacts as surrounding property is sparsely developed family housing. This project would add family housing and would be consistent to current neighboring properties.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   Utilities are in place to handle additional development.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   This project once complete, will add permanent residence to the area and will cover what is now vacant land.

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

This rezoning request is to clear split zoning for a subdivision application. Proposed rezoning from T5.1 to T4 on both lots.

Application Submission
Contact Information

Name of Project: Hampton Park at Downtown North

Address: 258 N Hamilton St and 263 N Franklin St Mobile, AL 36602

Owner: Knowles Development Group, Inc.

Address: 853 Dauphin Street Mobile, AL Zip Code: 36602-1212

Phone: (251) 581-2100 Fax: N/A Email: KimLRKnowles@gmail.com

Authorized Agent: N/A

Address: Zip Code:

Phone: Fax: Email:

Contractor: N/A

Address: Zip Code:

Phone: Fax: Email:

Civil Engineer: Rowe Engineering & Surveying

Address: 3502 Laughlin Drive, Suite B, Mobile, AL Zip Code: 36693

Phone: 251-666-2766 Fax: 251-660-1040 Email: zeke@roweengineering.com

Architect: Gant Group & Associates, LLC

Address: 656 Dauphin Street, Mobile, AL Zip Code: 36602

Phone: (251) 377-8457 Fax: N/A Email: cgant@gantllc.com

Submitted by:

Signature

Cecil "Zeke" Hudson
Print

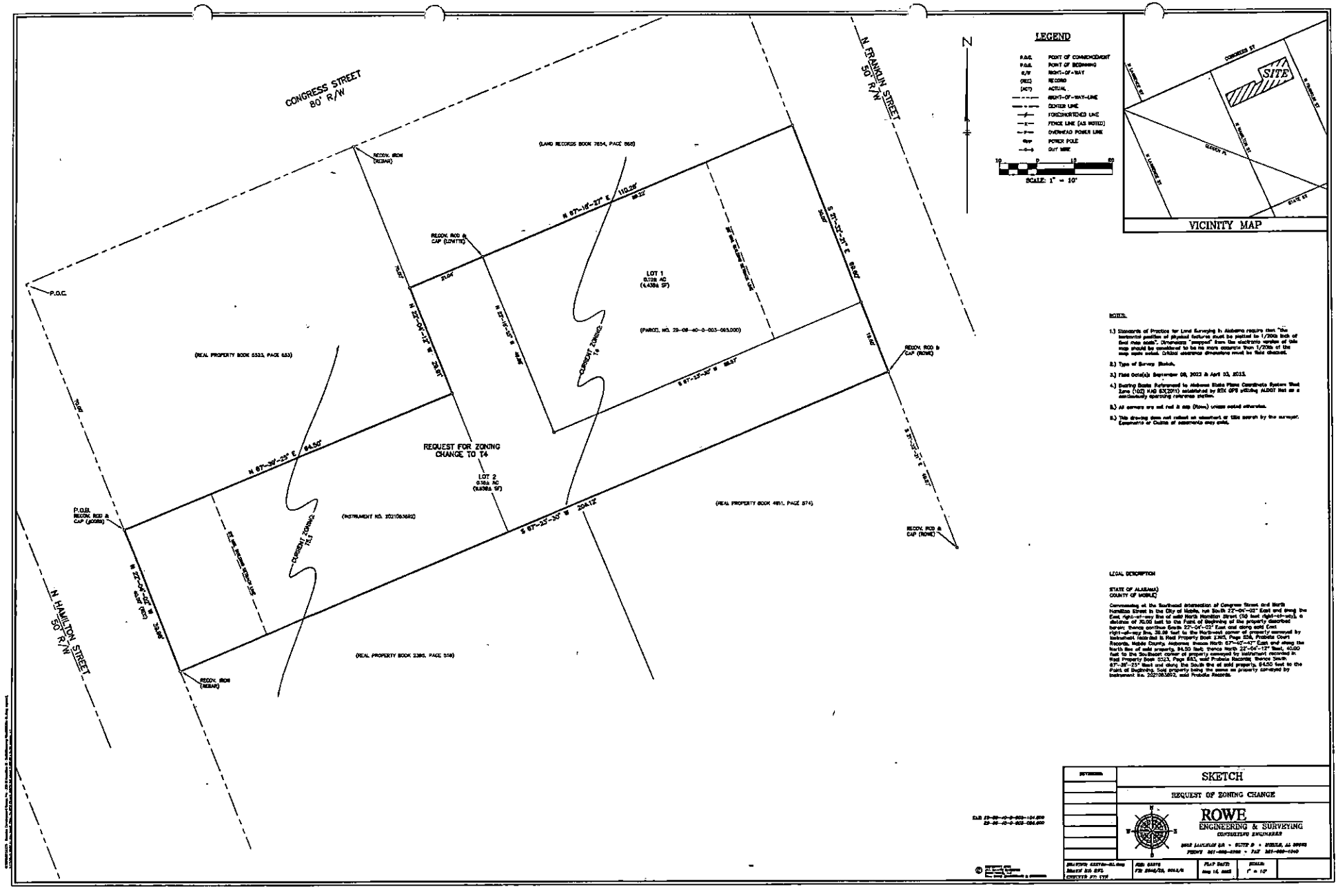
4/3/2023
Date

PLS/Rowe Engineering & Surveying
Affiliation to project/Organization

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE)

Commencing at the Southeast intersection of Congress Street and North Hamilton Street in the City of Mobile, run South 22°-04'-02" East and along the East right-of-way line of said North Hamilton Street (50 foot right-of-way), a distance of 70.00 feet to the Point of Beginning of the property described herein; thence continue South 22°-04'-02" East and along said East right-of-way line, 39.96 feet to the Northwest corner of property conveyed by instrument recorded in Real Property Book 2395, Page 559, Probate Court Records, Mobile County, Alabama; thence North 67°-40'-47" East and along the North line of said property, 201.51 feet to the Northeast corner of property conveyed by instrument recorded in Real Property Book 4911, Page 574, said Probate Records; thence North 20°-30'-36" West and along the West right-of-way line of North Franklin Street (50 foot right-of-way), a distance of 69.60 feet to a point on the South line of property conveyed by instrument recorded in Land Records Book 7654, Page 568, said Probate Records; thence South 68°-35'-12" West and along the South line of said property, 107.00 feet to a point on the Eastern line of by property conveyed instrument recorded in Real Property Book 5523, Page 683, said Probate Records; thence South 22°-04'-12" East and along said East property line, 30.00 feet to the Southeast corner of said property; thence South 67°-39'-25" West and along the South line of said property, 94.50 feet to the Point of Beginning.


CONGRESS STREET
80' R/W
N. FRANKLIN STREET
50' R/W
N. HAMILTON STREET
50' R/W
LEGEND
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT-OF-WAY
(REC) RECORD
(ACT) ACTUAL
RIGHT-OF-WAY-LINE
CENTER LINE
FENCE LINE (AS NOTED)
OVERHEAD POWER LINE
POWER POLE
GUY WIRE
SCALE: 1" = 10'
VICINITY MAP
SITE
CONGRESS ST
N. LAWRENCE ST
N. FRANKLIN ST
MARION PL
STATE ST
(LAND RECORDS BOOK 7654, PAGE 868)
(REAL PROPERTY BOOK 5323, PAGE 653)
(PARCEL NO. 29-08-40-0-003-063.000)
(INSTRUMENT NO. 2021063692)
(REAL PROPERTY BOOK 4691, PAGE 874)
(REAL PROPERTY BOOK 2380, PAGE 558)
LOT 1
0.105 AC
(4,589± SF)
LOT 2
0.106± AC
(4,636± SF)
REQUEST FOR ZONING CHANGE TO T4
CURRENT ZONING
T4.1
P.O.C.
P.O.B.
RECOV. IRON (REBAR)
RECOV. ROD & CAP (LOWITZ)
RECOV. ROD & CAP (ROWE)
RECOV. ROD & CAP (JOSEPH)
N 87°-16'-27" E 110.28'
N 22°-04'-12" W 29.97'
N 87°-39'-25" E 84.50'
S 87°-33'-30" W 204.12'
S 87°-33'-21" E 84.50'
N 22°-04'-12" W 30.00'
N 87°-16'-27" E 88.22'
S 87°-13'-30" W 88.57'
S 87°-33'-21" E 84.50'
NOTES:
1.) Standards of Practice for Land Surveying in Alabama require that "the horizontal position of physical features must be plotted to 1/100th inch of final map scale." Dimensions "measured" from the electronic version of this map should be considered to be no more accurate than 1/100th of the map scale noted. Critical assurance dimensions must be field checked.
2.) Type of Survey Sketch.
3.) Field Date(s): September 08, 2022 & April 03, 2023.
4.) Bearing Basis Referenced to Alabama State Plane Coordinate System West Zone (1002) NAD 83(2011) established by RTK GPS utilizing ALDOT Net as a continuously operating reference station.
5.) All corners are set rod & cap (Rowe) unless noted otherwise.
6.) This drawing does not reflect an abstract or title search by the surveyor. Easements or Claims of easements may exist.
LEGAL DESCRIPTION
STATE OF ALABAMA)
COUNTY OF MOBILE)
Commencing at the Southeast intersection of Congress Street and North Hamilton Street in the City of Mobile, run North 22°-04'-12" East and along the East right-of-way line of said North Hamilton Street (50 foot right-of-way), a distance of 30.00 feet to the Point of Beginning of the property described herein; thence continue South 22°-04'-12" East and along said East right-of-way line, 29.96 feet to the Northwest corner of property conveyed by Instrument recorded in Real Property Book 2369, Page 558, Probate Court Records, Mobile County, Alabama; thence North 67°-42'-47" East and along the North line of said property, 84.50 feet; thence North 22°-04'-12" West, 40.00 feet to the Southeast corner of property conveyed by Instrument recorded in Real Property Book 5323, Page 653, said Probate Records; thence South 87°-39'-25" West and along the South line of said property, 84.50 feet to the Point of Beginning. Said property being the same as property conveyed by Instrument No. 2021063692, said Probate Records.
SKETCH
REQUEST OF ZONING CHANGE
ROWE
ENGINEERING & SURVEYING
CONSULTING ENGINEERS
3608 LAUGHLIN DR. • SUITE D • MOBILE, AL 36693
PHONE 251-666-2766 • FAX 251-666-1040
FIELD DATE: FB 2946/28, 6014/4
PLAT DATE: May 16, 2023
SCALE: 1" = 10'

Joel & Christine Glass
10621 Sandpiper Drive
Houston, TX 77096

DCR Investments, Inc
C/o Lovett's Funeral Chapel
404 Dr Martin L King Jr Ave
Mobile, AL 36603-5954

Freddie M White
5280 Mossberg Dr E
Theodore, AL 36582

Barbara Ervin & Delores Davis
c/o Tiawatta Ervin
7720 Thomas Rd Apt 406
Mobile, AL 36695

Knowles Development Group, Inc.
853 Dauphin Street
Mobile, AL 36602-1212

Elnora Glover
C/o Lagail Bettis
625 Draper Street
Mobile, AL 36617

City of Mobile
C/o Real Estate Deptartment
P.O. Box 1827
Mobile, AL 36633-1827

Gregory W Robinson
261 N Franklin St
Mobile, AL 36604-6455

Marquetta Rackley
259 N Franklin St
Mobile, AL 36603-6455

Audrey M. Lymon
425 Congress St
Mobile, AL 36603

Wendell Quimby
P.O. Box 6673
Mobile, AL 36660-0673

Alienor Properties, LLC
256 N Franklin St
Mobile, AL 36603-6456

Congress-Franklin Development
Company, LLC
8845 Dawes Lake Rd N
Mobile, AL 36619-4345

City of Mobile
C/o Office of City Clerk
205 Government Plaza
Mobile, AL 36644

Clanford & Anita Pierce
351 Congress St
Mobile, AL 36603

Dunn Building Company, LLC
520 Saraland Blvd S
Saraland, AL 36571-2819

Cross Property Resource, LLC
1001 August St
Mobile, AL 36604-3007

Nobles Rentals, LLC
C/o Theresa Nobles
6902 Providence Estate Dr S
Mobile, AL 36695-4612

Kenneth Baggette
& William Burtkiewicz
P.O. Box 6956
Mobile, AL 36660-0956

International Longshoreman's
Association Local 1410
505 Dr. Martin Luther King Jr Ave
Mobile, AL 36603

Mobile Benevolent Association of
Longshoremen
505 Davis Ave
Mobile, AL 36603

James Williams, Walter Nettles
& Paul Clemon as Trustees
505 Dr. Martin Luther King Jr Ave
Mobile, AL 36601

Christian Benevolent
201 N Hamilton St
Mobile, AL 36603

Rowe Engineering & Surveying
3502 Laughlin Drive, Suite B
Mobile, AL 36693

Agenda Item #: 4

SUB-002482-2023 & ZON-UDC-002527-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Regulating Plan Amendment

DETAILS

Location:
258 North Hamilton Street and 263 North Franklin Street

Subdivision Name (as applicable):
Hampton Park at Downtown North Subdivision

Applicant / Agent (as applicable):
Kim Knowles, Knowles Development Group, Inc.

Property Owner:
Knowles Development Group, Inc.

Current Zoning:
T-5.1 Sub-district of the Downtown Development District and T-4 Sub-district of the Downtown Development District

Proposed Zoning (as applicable):
T-4 Sub-district of the Downtown Development District

Future Land Use:
Downtown

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development (as applicable):
Not Applicable

Proposal:

- Subdivision approval to create two (2) legal lots of record;
- Amendment of Regulating Plan from T-5.1 and T-4 to T-4
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

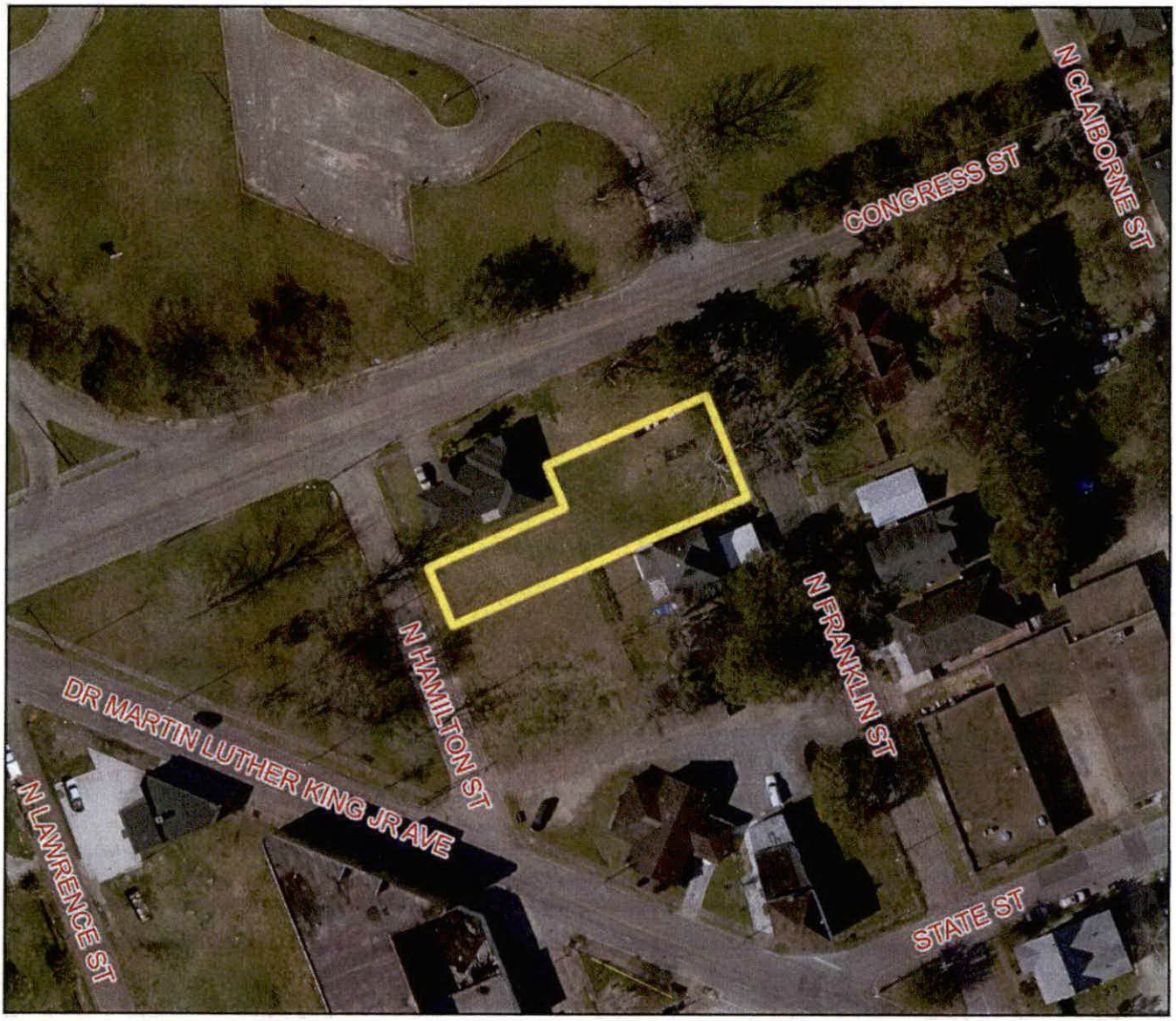
Commission Considerations:

1. Subdivision proposal with seven (7) conditions; and
2. Amendment of Regulating Plan with three (3) conditions.

Report Contents: **Page**

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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units and miscellaneous commercial units.

APPLICATION NUMBER 4 DATE June 15, 2023

APPLICANT Hampton Park at Downtown North Subdivision

REQUEST Subdivison, Rezoning from T-4 and T-5.1 to T-4

N

NTS

SITE HISTORY

The property located at 258 North Hamilton Street was the subject of a one-lot Subdivision (Kimberlyn Downs Estates Subdivision) approved by the Planning Commission at its October 6, 2022 meeting, which has not been recorded in Probate Court, nor has it expired.

STAFF COMMENTS

Engineering Comments:

Subdivision

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Show and label all flood zones. New maps went into effect on June 5, 2020.
C. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 12.
D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 30 - #70) LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE AND lot 2 – NONE.
E. Revise NOTE #13 from "All proposed detention..." to "All existing and proposed detention..."
F. 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.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

The applicant is proposing a Subdivision to create two (2) legal lots of record from two (2) metes-and-bounds parcels. As the proposed Subdivision would result in the proposed Lot 2 being split-zoned (T-5.1 and T-4), an application to amend the Regulating Plan has been submitted as well so that the entire site will be T-4, if approved. The Kimberlyn Downs Estates Subdivision was approved in October 2022, with a condition that the approved lot (258 North Hamilton Street) not be allowed a curb-cut to North Hamilton Street due to the primary frontage not meeting the 40-foot minimum width to allow a curb-cut. The current application proposes to provide that property with a secondary street frontage, therefore allowing a possible curb-cut to North Franklin Street to access the property.

The site has frontage on North Hamilton Street and North Franklin Street, both minor streets with curb and gutter, and existing compliant rights-of-way, making no dedications necessary. It should also be noted that each street is a "B" street, per the Downtown Development Street Hierarchy.

The proposed lot sizes are provided in square feet and acres, and if approved, should be retained on the Final Plat.

The preliminary plat shows a 25-foot minimum building setback along both frontages; however, the DDD limits setbacks to a maximum of 12-feet in T-4 sub-districts. If approved, the Final Plat should depict a 0-foot minimum and a 12-foot maximum setback rather than the 25-foot minimum building setback depicted on the preliminary plat.

It should be noted that as proposed, Lot 2 is uniquely shaped. There are several uniquely shaped properties in the area, some of which are metes-and-bounds parcels and some of which are legal lots of record.

As proposed, Lot 1 will be 50-feet wide, and is therefore wider than the minimum width of 42-feet for properties on T-4 districts to have a curb-cut. Proposed Lot 2 is 39.95-feet wide along North Hamilton Street, and approximately 19-feet wide fronting North Franklin Street. Therefore, if approved, both lots are allowed one curb-cut to North Franklin Street, with driveways limited to a maximum of 10-feet in width within the front setback along the frontage.

Rezoning

The applicant is proposing to maintain the existing T-4 zoning for the proposed Lot 1, and wishes to amend the Regulating Plan for the Downtown Development District, so that the proposed Lot 2 will be T-4 as well.

Abutting the site to the North, South, East and West, are T-5.1 and T-4, with the T-5.1 fronting North Hamilton Street, and T-4 fronting North Franklin Street. The immediately adjacent properties are developed residentially, or are vacant. Proposed Lot 2 is to be developed with a residential dwelling, if approved.

No sidewalks are shown along the North Hamilton Street or North Franklin Street. Sidewalks will be required at the time of development, unless a waiver is approved.

It should be noted that the subject site is not located within a historic district, and therefore does not require review by the Architectural Review Board. As the site is located within the DDD, an application must be submitted to the Consolidated Review Committee (CRC) for review prior to the issuance of building permits.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Retention of all right-of-way widths as depicted on the preliminary plat;
2. Retention of the lot sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
3. Placement of a note on the Final Plat stating that Lots 1 and 2 are allowed one (1) curb-cut each to North Franklin Street;
4. Compliance with all Engineering comments noted in this staff report;
5. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
6. Compliance with all Urban Forestry comments noted in this staff report; and,
7. Compliance with all Fire Department comments noted in this staff report.

REGULATING PLAN AMENDMENT CONSIDERATIONS

Standards of Review:

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

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

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

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map (Regulating Plan); and
- Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.

- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

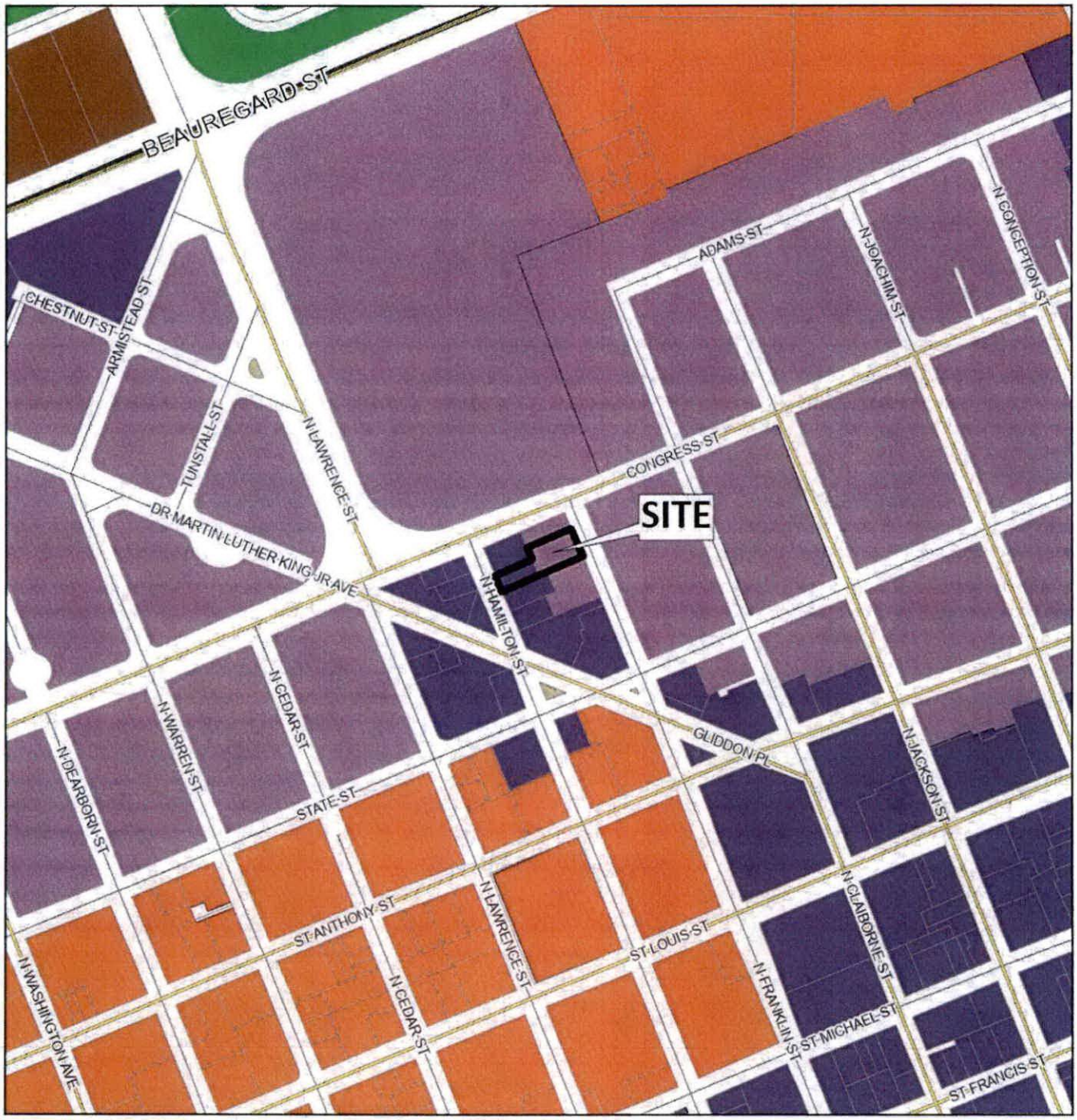
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

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

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE June 15, 2023

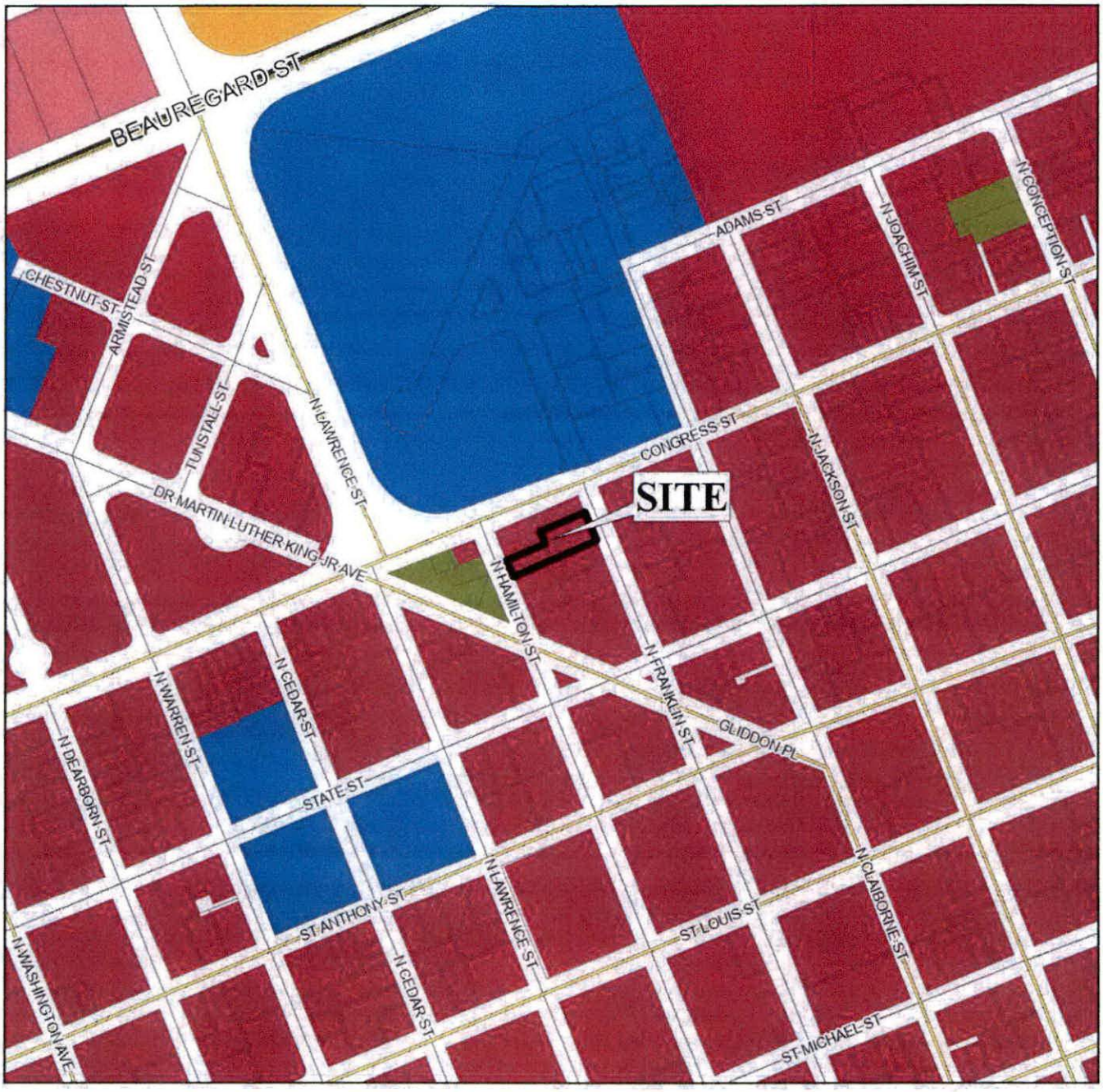
APPLICANT Hampton Park at Downtown North Subdivision

REQUEST Subdivison, Rezoning from T-4 and T-5.1 to T-4

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE June 15, 2023

APPLICANT Hampton Park at Downtown North Subdivision

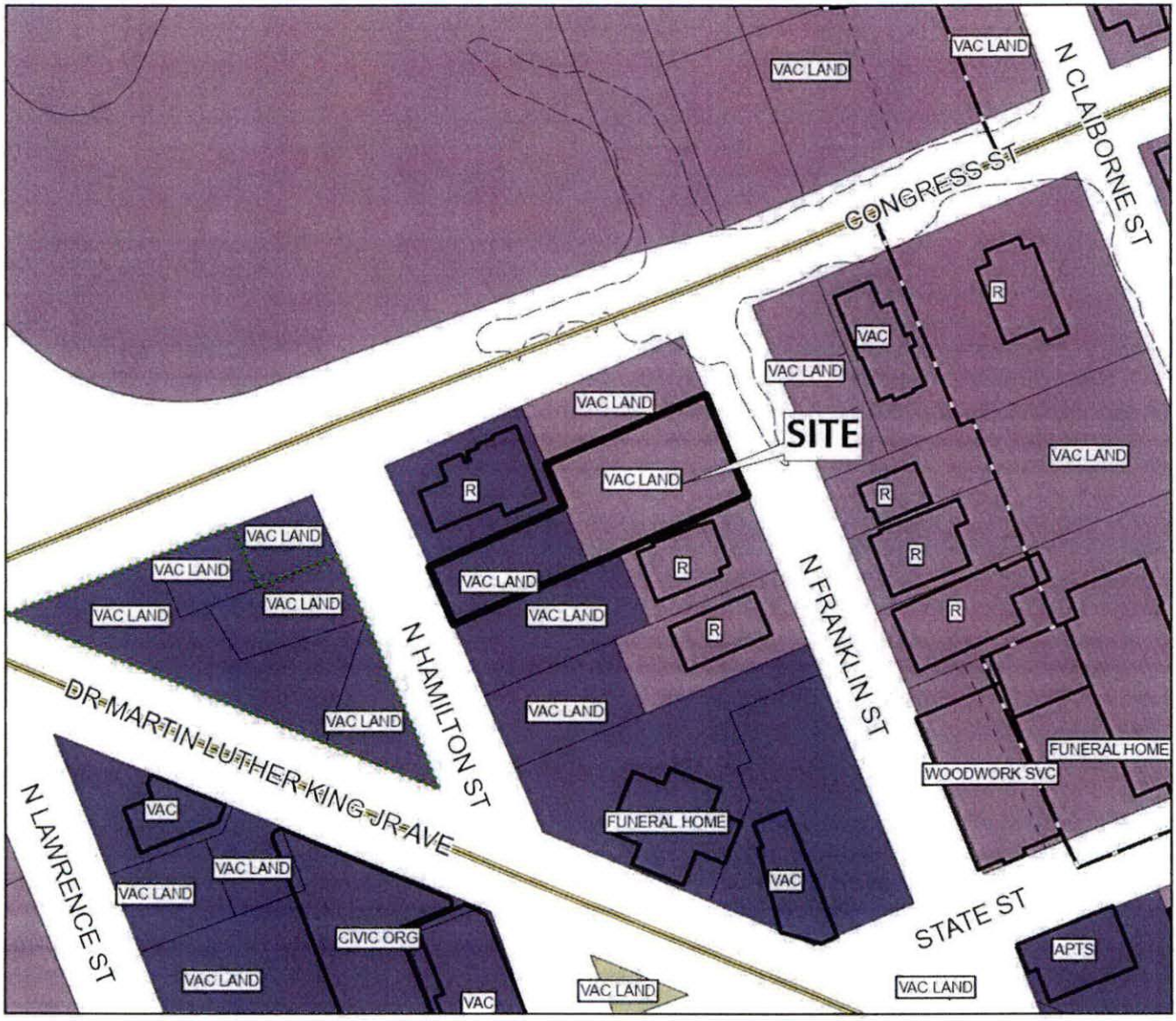
REQUEST Subdivison, Rezoning from T-4 and T-5.1 to T-4

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units and miscellaneous commercial units.

APPLICATION NUMBER 4 DATE June 15, 2023

APPLICANT Hampton Park at Downtown North Subdivision

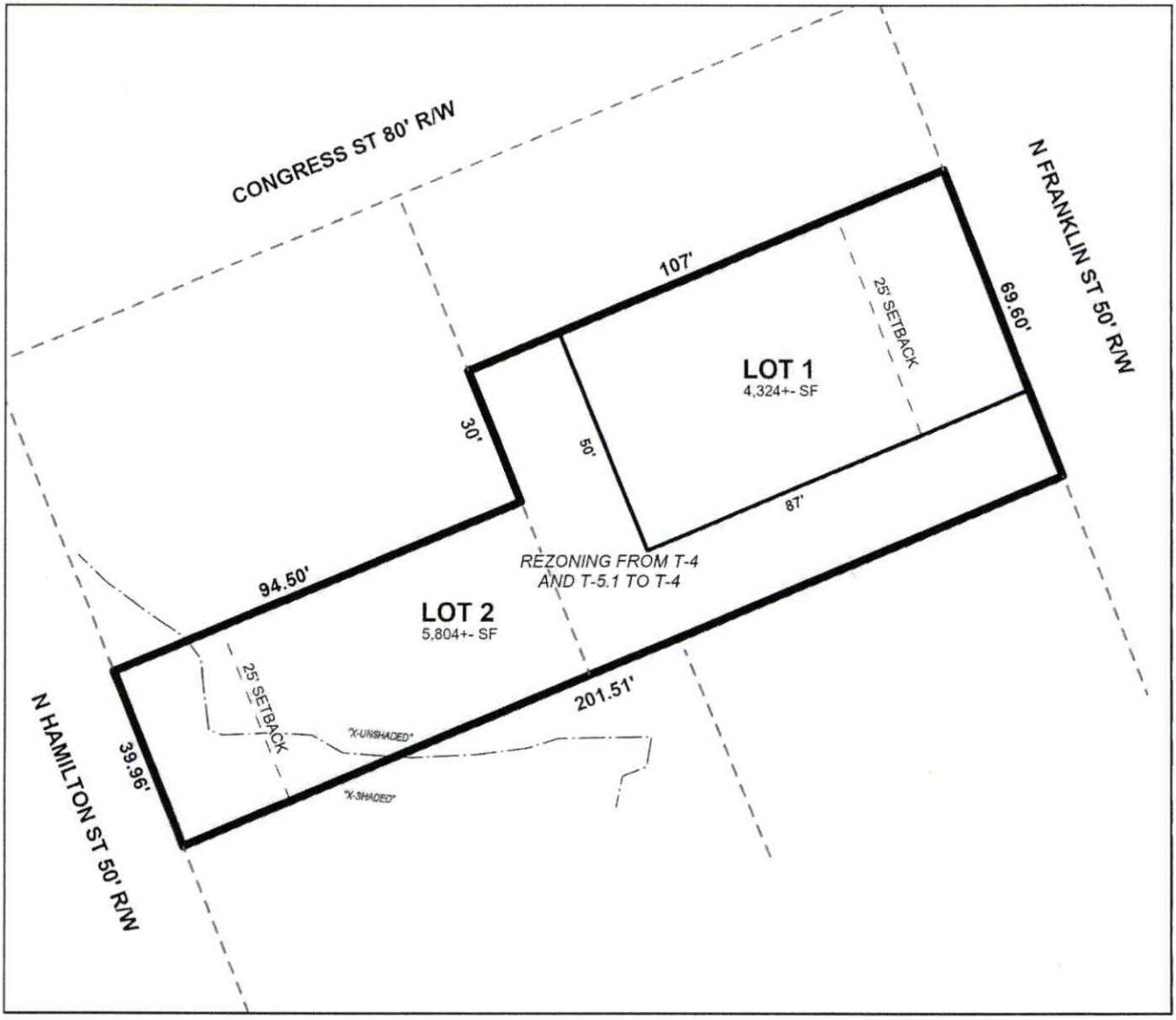
REQUEST Subdivison, Rezoning from T-4 and T-5.1 to T-4

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

N

NTS

SITE PLAN



The site plan illustrates the proposed lots, setbacks, and flood zone.

APPLICATION NUMBER 4 DATE June 15, 2023 APPLICANT Hampton Park at Downtown North Subdivision REQUEST Subdivison, Rezoning from T-4 and T-5.1 to T-4	N NTS

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

Zoning District Correspondence Matrix

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

DOWNTOWN (DT)

Downtown is called out as a separate land use designation due to its distinct role, layout and fabric.

As a land use district, Downtown is the ultimate mixed-use environment. Land development and redevelopment will emphasize variety, mixed uses, and unity of form within buildings or complexes.

As the City's and region's center for commercial and service employment, Downtown supports intense development and a dynamic combination of uses: specialty and regional retail shopping and offices; business support services; urban housing at higher densities (starting at 10 du/ac); civic, educational and cultural destinations; entertainment options; and other public amenities including active and passive park space. The successful integration of a mix of housing types and densities will be critical to achieve a vibrant, 24/7, active Downtown Mobile.

Development in the DT district will focus on new, redeveloped and adaptively reused buildings that frame attractive, human-scaled streetscapes, memorable public spaces, bicycle and pedestrian-friendly streets and convenient transit access to jobs, housing and entertainment. Accordingly, certain areas of Downtown will be more intensively developed to facilitate that pedestrian orientation.

Gauthier, Lana

From: Pappas, Margaret
Sent: Tuesday, August 15, 2023 9:50 AM
To: Carroll, William; Gauthier, Lana
Cc: Beaco, Shayla; Doug Anderson
Subject: Rezoning Hampton Park

Follow Up Flag: Follow up
Flag Status: Flagged

We will need the legal description for the portion of the site to be rezoned, and action by the council that stipulating the rezoning for that site is proposed for T5.1

Get Outlook for iOS

Gauthier, Lana

From: Pappas, Margaret
Sent: Wednesday, August 23, 2023 4:42 PM
To: Keri Coumanis
Cc: Gauthier, Lana; danderson@burr.com; Beaco, Shayla; Stevens, Elizabeth; Hoffman, Bert; McElroy, Marion
Subject: FW: [External] Rezoning Hampton Park
Attachments: portion of Lot 2 Layout1.pdf; 52276 legal 8-22-2023.docx; BH marked up Plat portion of Lot 2 Layout1.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

All,

This is rezoning application is associated with plans that were reviewed by the Consolidated Review Committee (CRC), so while trying to have the rezoning documentation correct, I want to make sure the status of the plan review is also communicated.

Regarding the plans submitted for the CRC review, i**f the T-4** rezoning (as applied for and recommended by the Planning Commission) is followed through, then what is required depends upon the frontage type:

A. Lawn Frontage: Only required change to the plans is sidewalk width to 5 feet.

B. Stoop Frontage: It appears that the proposed "Stoop" is too deep to comply with DDD specifications, and the sidewalk must be reduced to 5 feet.

Again, as it pertains to the plans submitted for the CRC review, i**f T-5.1 is proposed**, then:

1. The proposed legal description must include the entirety of Lot 2, not a portion. This is so that the entirety of Lot 2 is covered by ONE zoning ordinance amendment instead of two amendments for different parts of Lot 2.

    a. The written metes and bounds legal description provided as a separate document has discrepancies in distances and bearings, and starts at different Points of Beginning, causing problems. See attached plat (BH marked up Plat portion of lots 2 Layout1) with markups.

2. Lawn Frontage: It is not allowed in T-5.1, so a variance for frontage type would be required, and the sidewalk must be reduced to 5 feet unless the variance covers that too.

3. Stoop Frontage: The proposed "Stoop" is too deep to comply with DDD specifications. Frontage Buildout to 80% is required, either by the building façade or through the addition of a compliant "streetscreen" to the property.

In order to proceed with T5.1 for proposed Lot 2 only, a new legal description is needed as outlined in 1.a. above.

If we need to follow up with a phone call or meeting, please let me know.

Regards,

Margaret Pappas
Deputy Director, Planning and Zoning
Planning & Zoning
BUILDMOBILE
pappasm@cityofmobile.org
(251) 208-5895

From: Keri Coumanis <KRC@helmsinglaw.com>
Sent: Tuesday, August 22, 2023 3:39 PM
To: Pappas, Margaret <pappasm@cityofmobile.org>; Gauthier, Lana <lana.gauthier@cityofmobile.org>
Cc: Kimberly Knowles <kimlrknowles@gmail.com>; Doug Anderson <doug.anderson@burr.com>; Beaco, Shayla <shayla.beaco@cityofmobile.org>; Elizabeth Stevens <estevens@downtownmobile.org>
Subject: FW: [External] Rezoning Hampton Park

CAUTION: External Email

Margaret and Lana,

Attached, please find a revised legal description for that portion of Ms. Knowles property that will need T5.1 zoning.

Please advise as to what other steps need to be taken to place this rezoning back on the City Council's agenda.

Thank you for your assistance,

Keri

KERI RENEE COUMANIS
251.432.5521 | krc@helmsinglaw.com

HELMSING LEACH
ATTORNEYS AT LAW

PO Box 2767 | Mobile, Alabama 36652
Overnight deliveries to 150 Government St., Ste 2000 | Mobile, Alabama 36602
www.HelmsingLaw.com
Information contained in this message may be confidential and privileged.

From: Zeke Hudson <zeke@roweengineering.com>
Sent: Tuesday, August 22, 2023 10:46 AM

To: Keri Coumanis <KRC@helmsinglaw.com>
Cc: Kimberly Knowles <kimlrknowles@gmail.com>
Subject: RE: [External] Rezoning Hampton Park

See revised

Cecil "Zeke" Hudson, PLS
Zeke-Trice, LLC
dba Rowe Engineering & Surveying
3502 Laughlin Dr, Suite B
Mobile, AL 36693
(251) 666-2766

ROWE
ENGINEERING & SURVEYING

www.roweengineering.com

From: Pappas, Margaret <pappasm@cityofmobile.org>
Sent: Tuesday, August 15, 2023 9:50 AM
To: Carroll, William <council2@cityofmobile.org>; Gauthier, Lana <lana.gauthier@cityofmobile.org>
Cc: Beaco, Shayla <shayla.beaco@cityofmobile.org>; Doug Anderson <danderson@burr.com>
Subject: Rezoning Hampton Park

We will need the legal description for the portion of the site to be rezoned, and action by the council that stipulating the rezoning for that site is proposed for T5.1

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Gauthier, Lana

From: Elizabeth Stevens <estevens@downtownmobile.org>
Sent: Wednesday, August 23, 2023 6:04 PM
To: Pappas, Margaret; Keri Coumanis
Cc: Gauthier, Lana; danderson@burr.com; Beaco, Shayla; Hoffman, Bert; McElroy, Marion
Subject: RE: [External] Rezoning Hampton Park
Attachments: FW: Rezoning Hampton Park

Follow Up Flag: Follow up
Flag Status: Flagged

Margaret,
Part of this would be our misinterpretation of the instructions you gave Lana on August 15, 2023 (attached).

Words! They are so complicated!!

So, let's see if we can understand what is needed. You just need the legal for the Hamilton Street lot – correct?

And, you do NOT need the legal for the Franklin Street lot – correct?

Many thanks,
Elizabeth

From: Pappas, Margaret <pappasm@cityofmobile.org>
Sent: Wednesday, August 23, 2023 4:42 PM
To: Keri Coumanis <KRC@helmsinglaw.com>
Cc: Gauthier, Lana <lana.gauthier@cityofmobile.org>; danderson@burr.com; Beaco, Shayla <shayla.beaco@cityofmobile.org>; Elizabeth Stevens <estevens@downtownmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; McElroy, Marion <marion@cityofmobile.org>
Subject: FW: [External] Rezoning Hampton Park

All,

This is rezoning application is associated with plans that were reviewed by the Consolidated Review Committee (CRC), so while trying to have the rezoning documentation correct, I want to make sure the status of the plan review is also communicated.

Regarding the plans submitted for the CRC review, i**f the T-4** rezoning (as applied for and recommended by the Planning Commission) is followed through, then what is required depends upon the frontage type:

A. Lawn Frontage: Only required change to the plans is sidewalk width to 5 feet.

B. Stoop Frontage: It appears that the proposed "Stoop" is too deep to comply with DDD specifications, and the sidewalk must be reduced to 5 feet.

Gauthier, Lana

From: Pappas, Margaret
Sent: Thursday, August 24, 2023 9:52 AM
To: Elizabeth Stevens; Keri Coumanis
Cc: Gauthier, Lana; danderson@burr.com; Beaco, Shayla; Hoffman, Bert; McElroy, Marion
Subject: RE: [External] Rezoning Hampton Park

To rezone what is to be recorded as Lot 2 to T-5.1, we will need a metes and bounds legal description for the entirety of the property that is to become Lot 2. Please make sure that the surveyor/engineer that is preparing the legal description uses the dimension and bearings shown on the plat, as the metes and bounds legal description attached to Keri's email below does NOT match those shown on the plat.

Also, I want to make sure that everyone understands that by rezoning the proposed Lot 2 to T-5.1 (rather than T-4) a redesign and/or variances will be required (for either Lawn or Stoop frontages). If the proposal to rezone the proposed Lot 2 to T-4 remains in place, using a Lawn frontage, the only change required is reducing the sidewalk to 5-feet.

Margaret Pappas
Deputy Director, Planning and Zoning
Planning & Zoning
BUILDMOBILE
pappasm@cityofmobile.org
(251) 208-5895

From: Elizabeth Stevens <estevens@downtownmobile.org>
Sent: Wednesday, August 23, 2023 6:04 PM
To: Pappas, Margaret <pappasm@cityofmobile.org>; Keri Coumanis <KRC@helmsinglaw.com>
Cc: Gauthier, Lana <lana.gauthier@cityofmobile.org>; danderson@burr.com; Beaco, Shayla <shayla.beaco@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; McElroy, Marion <marion@cityofmobile.org>
Subject: RE: [External] Rezoning Hampton Park

Margaret,
Part of this would be our misinterpretation of the instructions you gave Lana on August 15, 2023 (attached)..

Words! They are so complicated!!

So, let's see if we can understand what is needed. You just need the legal for the Hamilton Street lot – correct?

And, you do NOT need the legal for the Franklin Street lot – correct?

Many thanks,
Elizabeth

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:
Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:
Council Member - Ben Rynolds - District 4

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
8/22/2023

Renewal Date of Contract:
8/22/2023

Funding Source

Project # 3105 Emelye Drive - ME-043-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 3105 Emelye Drive	Cover Memo	8/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	8/17/2023 - 9:03 AM

RESOLUTION

Sponsored by: Councilmember Ben Reynolds - District 4

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 **3105 Emelye Drive** 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 **3105 Emelye Drive** described as:

LOT 10 DOSS S/D MBK 76/85 #SEC 44 T4S R1W #MP29 02 44 0 022

Parcel Number: 32 02 11 4 002 016.01

Last Assessed to: ANGELA DAWN SEABURG

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
August 14, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 22, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **3105 EMELYE DRIVE** OWNED BY OR MAY HAVE AN INTEREST: **ANGELA DAWN SEABURG,** 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: 32 02 11 4 002 016.01

COUNCIL DISTRICT 4 – BEN REYNOLDS

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

3105 EMELYE DRIVE

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	N
Survey Date	05/22/2023	Comments	

Property Score			
Score	68	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 5/22/23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 06/29/2023

Property Address: 3105 Emelye Drive **District No:** 4

- [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

MOBILE
ALABAMA

Angela Dawn Seaburg
5217 Maudelayne Drive N
Mobile, Alabama 36693-2633

June 29, 2023

RE: **3105 Emelye Drive**
Project Number: ME-049-23

Dear Donald D Lewis:

On June 23, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 3105 Emelye Drive.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 18 CANTERBURY HEIGHTS FOURTH UNIT MBK 25 P 24 SECT 10 T5S R2W #SEC 10 T5S R2W #MP33 02 10 4

Parcel Number: 32 02 11 4 002 016.01

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 **August 12, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **August 12, 2023,** provide the Code Official with a work plan to accomplish the repairs by **August 12, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **August 12, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on August 22, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: 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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **3105 EMELYE DRIVE** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **3105 EMELYE DRIVE** **PHOTOS AGENDA / DW**

POSTE
2023/08/14

NUISANCE ABATEMENT **3105 EMELYE DRIVE** **PHOTOS AGENDA / DW**

2023/08/15

NUISANCE ABATEMENT **3105 EMELYE DRIVE** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **3105 EMELYE DRIVE** **PHOTOS AGENDA / DW**

2023/08/15

NUISANCE ABATEMENT **3105 EMELYE DRIVE** **PHOTOS AGENDA / DW**

Affidavit of Mailed Notice

Date: August 22, 2023

State of Alabama
County of Mobile

Subject Property –3105 Emelye Drive

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **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
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 3105 Emelye Drive Date: June 1, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 4, 2023

Per the Title Report, the owner is: Angela Dawn Seaborg

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Angela Dawn Seaborg 5217 Maudelayne Dr N Mobile AL 36693-2633	Owner Phone number 251-229-1255
2	Angela Dawn Seaborg 3105 Emelye Dr Mobile AL 36693-2617	Subject Address

TAX STATUS: CURRENT 2022 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council Member - Joel Daves - District 5

Purpose and Scope of Project:

The Declaring the Structure a Public Nuisance - Demolition.

Amount of Contract:

N/A

Effective Date of Contract:

8/22/2023

Renewal Date of Contract:

8/22/2023

Funding Source

Project # 400 LaRose Drive - ME-041-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition -400 LaRose Drive	Cover Memo	8/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	8/17/2023 - 9:09 AM

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 **400 Larose Drive** 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 **400 Larose Drive** described as:

LOT 10 BLK L BERKSHIRE HILLS PART C MBK 8 P 243 #SEC 38 T4S R2W #MP28 08 38 4 003

Parcel Number: 28 08 38 4 003 001

Last Assessed to: KEVIN A VAUGHN

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/secured*** accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
August 14, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 22, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **400 LAROSE DRIVE** OWNED BY OR MAY HAVE AN INTEREST: **KEVIN A VAUGHN,** 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: 28 08 38 4 003 001

COUNCIL DISTRICT 5 – JOEL DAVES

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

400 LAROSE DRIVE

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	N
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	DATE	Comments	

Property Score			
Score	43	Score Description	REVIEW COMM

REVIEW COMMITTEE

SECURE [X]

DEMOLITION [X]

APPROVAL DATE 8/4/23

Demo/Secure Dwelling -

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 06/29/2023

Property Address: 400 Larose Drive **District No:** 5

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [ ] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [ ] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [ ] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [ ] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [ ] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Kevin A Vaughn
11501 West Road, APT 213
Houston, Texas 77055-4782

June 29, 2023

RE: **400 Larose Drive**
Project Number: ME-041-23

Dear Kevin A Vaughn:

On June 23, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 400 Larose Drive.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 10 BLK L BERKSHIRE HILLS PART C MBK 8 P 243 #SEC 38 T4S R2W #MP28 08 38 4 003

Parcel Number: 28 08 38 4 003 001

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 **August 12, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **August 12, 2023,** provide the Code Official with a work plan to accomplish the repairs by **August 12, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **August 12, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on August 22, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

NOTE: 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

Gary Jackson
Municipal Enforcement Program Coordinator

2023/08/14

NUISANCE ABATEMENT **400 LAROSE DRIVE** **PHOTOS AGENDA / DW**

2023/08/14

NUISANCE ABATEMENT **400 LAROSE DRIVE** **PHOTOS AGENDA / DW**

2023/08/14

2023/08/14

2023/08/14

2023/08/14

2023/08/14

2023/08/14

2023/08/14

NUISANCE ABATEMENT **400 LAROSE DRIVE** **PHOTOS AGENDA / DW**

2023/08/14

Affidavit of Mailed Notice

Date: August 22, 2023

State of Alabama
County of Mobile

Subject Property –400 Larose Drive

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 400 La Rose Drive Date: May 22, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 20, 2023

Per the Title Report, the owner is: Kevin A. Vaughn

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Kevin A. Vaughn 11501 West Rd Apt 213 Houston TX 77065-4782	Owner Phone number 251-554-2037
2	Kevin A. Vaughn PO Box 91831 Mobile AL 36691-1831	Secondary address
3	Kevin A. Vaughn 400 La Rose Dr Mobile AL 36609-2316	Subject Address

TAX STATUS: CURRENT 2022 PAID

Parties with recorded liens per Title Report:

Weed Lien – City of Mobile vs Kevin Vaughn, recorded 12/15/2021 instrument number 2021082399

Open Mortgages

Wells Fargo Home Mtg. 1 Home Campus MACX 2302-017 Des Moines, IA 50328	Mortgage from Kevin A Vaughn to Wells Fargo Home Mortgage, Inc. recorded 6/5/2022 bk 5169 pg 1763 – no release found
U.S. Small Business Administration 801 Tom Martin Dr., Ste. 120 Birmingham, AL 35211	Mortgage from Kevin A Vaughn to SBA recorded 3/7/2006 bk 5930 pg 313 – no release found

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Gregory and Mayor Stimpson

Purpose and Scope of Project:

To provide funds for the design and construction observation of a new facility for the Mobile Police Department Mounted Unit

Amount of Contract:

additional $267,455.37

Funding Source

Project # Amendment to the Professional Services agreement PD-053-22

Discretionary Funds

Project String C0634 MOUNTING UNIT-NEW TRAINING CTR (20002000-42200)

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	9/15/2023 - 3:59 PM
Capital	Rhodes, Brenda	Approved	9/18/2023 - 3:21 PM
Legal	Kern, Chris	Approved	10/12/2023 - 10:15 AM
Mayors			10/12/2023 -

Office	Montgomery, Brandi	Approved	2:55 PM

RESOLUTION- AMENDMENT

2023

Sponsored by Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. Whereby, the sum of $267,455.37 will be added to the original contract amount of $296,657.44. A copy of said contract is on file in the office of the City Clerk.

Name of Company: GOODWYN MILLS CAWOOD, INC.

Project Name: MPD MOUNTED UNIT – NEW FACILITY (CONSULTANT AGREEMENT)

Project Number: PD-053-22

Amount: $ 267,455.37 (ADDITIONAL AMOUNT)

Adopted:

_____

City Clerk

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Police Department Mounted Unit Facility
6189 Moffett Road
Mobile, Alabama 36618
PD-053-22

AGREEMENT INFORMATION:
Date: November 22, 2022

AMENDMENT INFORMATION:
Amendment Number: 001

Date: July 17, 2023

OWNER: *(name and address)*
City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

ARCHITECT: *(name and address)*
Goodwyn Mills Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, Alabama 36602

The Owner and Architect amend the Agreement as follows:
The Total Adjusted Architect Engineer fee is $295,455.37

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:		
Basic Services:		
Original opinion of cost:	$3,941,160.00	
Original A/E Fee:		$ 293,257.44
Adjusted opinion of cost:	$6,433,266.00	
Adjusted A/E Fee:		$ 527,527.81
Additional A/E Fee:		$ 234,270.37
Additional Services:		
1. SD Redesign of Support Building		$10,185.00
2. ALDOT Permit		$11,000.00
3. ADEM Permit / CBMPP		$ 7,000.00
4. COM Permit Coordination		$ 5,000.00
Total Adjusted A/E Fee:		$267,455.37

Schedule Adjustment:
See attached schedule.

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User Notes:
(3B9ADA52)

SIGNATURES:

Goodwyn, Mills & Cawood, Inc.	City of Mobile
ARCHITECT *(Firm name)*	OWNER *(Firm name)*
SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE

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User Notes: (3B9ADA52)

GMC

Opinion of Probable Cost

Project	City of Mobile Mounted Police Unit Facility Rough Order of Magnitude Cost Estimate				Date: 6/16/2023 GMC Project No: AMOB620124
Division	Description	Unit	Unit Price	Quantity	Extension
1	Site Work, Utiliites, Drives, Detention, Parking, Gates		1	1,197,158	$ 1,197,158.00
	Total - Site Work				$ 1,197,158.00
2	Horse Barn w Stalls	SF	350	6432	$ 2,251,200.00
	Total - Horse Stables				$ 2,251,200.00
3	Police Building / Multi-Purpose Room	SF	420	3673	$ 1,542,660.00
	Total - Police and Multi-Purpose Room				$ 1,542,660.00
4	Arena 100x180 - no grandstands included	SF	75	18000	$ 1,350,000.00
	Total - Arena 100'x180'				$ 1,350,000.00
5	Perimeter Fence	LF	13	3000	$ 39,000.00
	Total - Perimeter Fence - 8' tall chain link fence				$ 39,000.00
6	Pasture Fence and Gates	LF	16	3328	$ 53,248.00
	Total - Pasture Fence and Gates 5 feet tall wood fence				$ 53,248.00
	Subtotal of Construction Cost				$ 6,433,266.00
	Contingency Allowance (10% of Subtotal of Construction Cost)				$ 643,326.60
	Total Construction Cost including General conditions and Contingency				$ 7,076,592.60
	A/E Fees - Basic Services			1	$ 527,527.81
	GRAND TOTAL				$ 7,604,120.41

Project Name	COM Mounted Unit Facility	GMC
Owner	City of Mobile	
GMC Project Number	AMOB220124	

Construction Cost (est)	$6,433,266.00
Basic Fee (%)	8.2%
Gross Project Fee	$527,527.81
Add Services 1 Fee	$33,185.00
TOTAL FEE	**$560,712.81**
Consultant Fees	30.0%
Net Project Fee	$392,498.97

Original Estimate	$3,531,636

AIA Contract Est	$3,491,160.00
AIA Contract Fee	$293,257.44
	$2,800.00
	$600.00
Orig Fee	$296,657.44
Fee Adjustment	$267,455.37

	PROGRAMMING (Included in Base Fee)	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BIDDING/CA
Compensation per Phase (%)		**10%**	**15%**	**50%**	**25%**
Total Project Fee per Phase		$39,249.90	$58,874.85	$196,249.48	$98,124.74

Add Services (SD Redesign)	Discipline	Est Hours	Rate / Hr	Total
Principal	Arch	7.00	$240.00	$1,680.00
Sr. Architect / Engineer	Arch	14.00	$190.00	$2,660.00
Architect / Interior Design I	Arch	10.00	$170.00	$1,700.00
Architect / Interior Design II	Arch	12.00	$150.00	$1,800.00
Architect Intern	Arch	14.00	$130.00	$1,820.00
CADD / Draftsman	Arch	5.00	$105.00	$525.00
SubTotal Support Building Redesign		**62.00**		**$10,185.00**
Misc - ALDOT Permit	Civil	Lump Sum - NTE		$11,000.00
Misc - ADEM Permit/CBMPP	Civil	Lump Sum - NTE		$7,000.00
CoM Permit Coordination	Civil	Lump Sum - NTE		$5,000.00
SubTotal Civil Add Services		**0.00**		**$23,000.00**
Total Add Services				**$33,185.00**

21-1017 **2022**

RESOLUTION

2022

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

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

Name of Company:	GOODWYN MILLS CAWOOD, INC.
Project Name:	MOBILE POLICE DEPARTMENT MOUNTED UNIT – NEW FACILITY (CONSULTANT AGREEMENT)
Project Number:	PD-053-22
Amount:	$296,657.44

Adopted: NOV 22 2022

City Clerk

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 22 day of November in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Goodwyn Mills Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, Alabama 36602

City of Mobile Business License No.: 112553
Secretary of State Registration No.: 000-104-406

for the following Project:
(Name, location and detailed description)

Police Department Mounted Unit Facility
6189 Moffett Road
Mobile, Alabama 36618
PD-053-22
For the design and construction observation of a new facility for the Mobile Police Department's Mounted Unit.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

The Owner and Architect agree as follows.

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1, Article 2 – Architect's Responsibilities, and in Exhibit A – Proposal for Architectural Services for: Mobile Police Department Mounted Unit Facility.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in the Consultant's fee proposal dated September 23, 2022, respectively.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The new Mounted Unit Facility will be approximately 10,000 Gross SF. The building will include staff offices, veterinarian storage and supply room, men and women locker rooms with showers, tack room, feed room, shaving room, hay storage, 10-12 horse stalls, and other ancillary support spaced. Outdoor spaces will include paddocks and hot walker.

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§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The estimated cost of construction for the new Police Mounted Unit Facility is Three Million, Four Hundred Ninety-One Thousand One Hundred Sixty and 00/100 ($3,491,160.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design (30%), Design Development (60%), Construction Documents (90%), and Final Documents (100%) completions.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed.

.3 Substantial Completion date or dates:

Within Three Hundred Sixty-Five (365) days from Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

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User Notes:

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Surveyor:

Wattier Surveying, Inc.
4318 Downtowner Loop, North Building, Suite H
Mobile, Alabama 36609

.2 Geotechnical Engineer:

Geotechnical Engineering Testing, Inc.
904 Butler Drive
Mobile, Alabama 36693

.2 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jim Walker, AIA, Sr. Vice President
Goodwyn Mills Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, Alabama 36602
Email: jim.walker@gmcnetwork.com
Phone: (251) 460-4006

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

MBA Engineers, Inc.
300 20th Street North #100
Birmingham, Alabama 35203
Phone: (205) 323-6385

.2 Mechanical, Electrical, Plumbing, Telecom, Access Control, and Security Engineer:

Dell Consulting, LLC
813 Downtowner Boulevard, Suite D
Mobile, Alabama 36609
Phone: (251) 316-0015

.3 Civil Engineer:

Driven Engineering, Inc.
8005 Morris Hill Road
Semmes, Alabama 36575
Phone: (251) 649-4011

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User Notes:

.4 Cost Estimating:

Costing Services Group, Inc.
1270 W. Peachtree Street NW, Suite 3
Atlanta, Georgia 30309
Phone: (404) 815-9555

(Paragraphs deleted)
§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)
ARTICLE 2 ARCHITECT'S RESPONSIBILITIES
§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

A. **Workers' Compensation/Employer's Liability:**

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

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User Notes:

.3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

.1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

.1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

.2 Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Professional Liability Insurance:

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

F. Endorsements:

All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E, shall be endorsed to name City of Mobile as an Additional Insured.

.2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A. shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

.4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

.5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

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User Notes:

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, electrical, and plumbing engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

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§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department hall be made at no cost to Consultant. Corrections required, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 Procuring the reproduction of Bidding Documents.

.2 Using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 Organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 Participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally

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familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 Conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 Issue Certificates of Substantial Completion;

.3 Receive, review, and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 Issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See Exhibit A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See Exhibit A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

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.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 52 (Weekly) visits to the site by the Architect during construction, as required based on progress of the work

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Three (3) inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the Instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama..

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§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.7 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's

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promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Mounted Unit Facility

A. Basic Services Stipulated Sum:	$293,257.44
B. Professional Renderings:	$ 2,800.00
C. Printing Reimbursable Expenses:	$ 600.00
D. Total Compensation: (not to exceed)	$296,657.44

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	ten	percent (	10 %)
Design Development Phase	fifteen	percent (	15 %)
Construction Documents Phase	fifty	percent (	50 %)
Procurement Phase	five	percent (	5 %)
Construction Phase	twenty	percent (	20 %)
Total Basic Compensation	one hundred	percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
(Paragraphs deleted)
.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)
§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1
§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A ($ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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§ 11.10.2 Progress Payments
§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.
(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCAD Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
   a. Proposal for Architectural Services, Exhibit A
   b. Architect's Certificate of Insurance with Endorsements
   c. Architect's E-Verify Documentation
   d. Architect's Alabama Secretary of State Entity
   e. Architect's Subcontracting Plan for Disadvantaged Business Enterprises

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

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(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

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

ARTICLE 15 IMMIGRATION LAW

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

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

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This Agreement entered into as of the day and year first written above.

City of Mobile

OWNER *(Signature)*

ARCHITECT *(Signature)*

William S. Stimpson, Mayor
(Printed name and title)

Jim Walker, AIA, Sr. Vice President
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jim Walker as Sr. Vice President of Goodwyn Mills Cawood and after being duly sworn, did depose and say that he, as such officer and with full authority signed the above and foregoing voluntarily as the act of _____.

Sworn to and subscribed for me this 21st day of Sept, 2022.

NOTARY PUBLIC
My Commission Expires: January 11, 2025

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User Notes:

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to CDW Government LLC for annual renewal of Riverbed SteelCentral network management software for MIT.
CIP

Amount of Contract:

$17,379.68

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231009 CDW Agenda Package POs	Cover Memo	10/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/12/2023 - 2:57 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
224	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF RIVERBED NETWORK MANAGEMENT SOFTWARE FOR MIT (BELOW BID REQMT, EXEMPT AS SOFTWARE)	$17,379.68	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00000224-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/23	272932	10/04/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER SOURCEWELL CONTRACT #081419-CDW AND YOUR QUOTE #NMLW614.			
	ORIGINAL PURCHASE ORDER #23001025			
	PER NATIONAL IPA #2018011-01 AND YOUR QUOTE #MZJN793.			
001	ITEM: RIVERBED STEELCENTRAL APP	1.00	4333.77000	4333.77
	RESP GOLD Supplier Part No:	EACH		
	5495512 Manufacturer Part No:			
	MNT-GLD-SCAN-80 Manufacturer Name:			
	RIVERBED INC Supplier Quote No:			
	1503:NMLW614 NIGP: UNSPSC:			
	43000000			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			4333.77
	Ship To			
	MIT			
	651 CHURCH STREET			
	MOBILE, AL 36602			
	Delivery Reference			
	CHATU			
	Deliver To			
	MIT			
	651 CHURCH STREET			
	MOBILE, AL 36602			

Bill To	Requisition 00000224-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/23	272932	10/04/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
002	ITEM: SteelCentral AppResponse Application Stream Analysis Module Small mainten Supplier Part No: 4472039 Manufacturer Part No: MNT-LIC-SCAN-ASA-SM Manufacturer Name: RIVERBED INC Supplier Quote No: 37159:NMLW614 NIGP: UNSPSC: 43000000	1.00 EACH	899.01000	899.01
1	1000.10.23.5000.5000.5000.0000.0000.42115.			899.01

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
CHATU

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

003	ITEM: Riverbed Gold Support extended service agreement 1 year shipment Supplier Part No: 5496963 Manufacturer Part No: MNT-GLD-SCNP-80 Manufacturer Name: RIVERBED INC Supplier Quote No: 1503:NMLW614 NIGP: UNSPSC:	1.00 EACH	3014.01000	3014.01

Bill To	Requisition 00000224-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/23	272932	10/04/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	43000000			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			3014.01
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	ITEM: RIVERBED STEELCNTRL NETPROFILER SUP Supplier Part No: 5576808 Manufacturer Part No: MNT-LIC-SCNP-04280-ASM-100K Manufacturer Name: RIVERBED INC Supplier Quote No: 1503:NMLW614 NIGP: UNSPSC: 43000000	1.00 EACH	526.86000	526.86
1	1000.10.23.5000.5000.5000.0000.0000.42115.			526.86

Bill To	Requisition 00000224-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/23	272932	10/04/23			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			
005	ITEM: RIVERBED STEELCNTRL NETPROFILER SUP Supplier Part No: 5495069 Manufacturer Part No: MNT-LIC-SCNP-04280-100K Manufacturer Name: RIVERBED INC Supplier Quote No: 37159:NMLW614 NIGP: UNSPSC: 43000000	1.00 EACH	5700.33000	5700.33
1	1000.10.23.5000.5000.5000.0000.0000.42115.			5700.33
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU			

Bill To	Requisition 00000224-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/23	272932	10/04/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
006	ITEM: Riverbed Gold Support extended service agreement 1 year shipment Supplier Part No: 5496958 Manufacturer Part No: MNT-GLD-SCFG-80 Manufacturer Name: RIVERBED INC Supplier Quote No: 1503:NMLW614 NIGP: UNSPSC: 43000000	1.00 EACH	1488.89000	1488.89
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			1488.89
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
007	ITEM: Riverbed Software Support	1.00	1416.81000	1416.81

Bill To	Requisition 00000224-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	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
10/04/23	272932	10/04/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	technical support for Riverbed SteelCentral F Supplier Part No: 5495046 Manufacturer Part No: MNT-LIC-SCFG-02280-100K Manufacturer Name: RIVERBED INC Supplier Quote No: 37159:NMLW614 NIGP: UNSPSC: 43000000	EACH		
1	1000.10.23.5000.5000.5000.0000.0000.42115.			1416.81
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 17379.68

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115. INFORMATION TECHNOLOGY EXP SOFTWARE COSTS	17379.68	2006800.56

Bill To	Requisition 00000224-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 7

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	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
10/04/23	272932	10/04/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	***** Approval/Conversion Info *****			
	Activity Date Clerk	Comment		
	Approved 10/04/23 GREG HOLLIDAY	Auto approved by: 91057606		
	Approved 10/04/23 SCOTT KEARNEY			
	Approved 10/04/23 UDARA JAYASENA	Auto approved by: 91057606		
	Approved 10/06/23 DONALD ROSE	Approved by: 9105fola		
	Approved 10/06/23 SANDRA LEWIS	Auto approved by: 910516727		
	Approved 10/06/23 STEVEN KRONINGER	Auto approved by: 910516727		
	Approved 10/06/23 SAMANTHA COOLEY	Auto approved by: 910516727		
	Approved 10/06/23 JOHN PAINE	Auto approved by: 910516727		
	Approved 10/06/23 MICHAEL SPAFFORD	Auto approved by: 910516727		

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Ladd Supply Company Inc for building supplies for Govt Plaza 2nd floor build out.
General fund.

Amount of Contract:

$17,826.03

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231011 Ladd Agenda Package POs	Cover Memo	10/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/12/2023 - 2:57 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
179 (EXCEPT LINES 10 AND 11)	2024	(3032) ARCHITECTURAL ENGINEERING	BUILDING SUPPLIES FOR GOVT PLAZA 2ND FLOOR BUILD OUT (PRICE QUOTES)	$17,826.03	(120408) LADD SUPPLY COMPANY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00000179-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.45.20.3030.3035.3030.0000.0000.44020. Review: Buyer: 910519540 Status: Approved Page 1

Vendor

Ship To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604

Delivery Reference
BRENDA PARKER

Deliver To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/23	00000				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER YOUR QUOTE			
001	TRACK METAL, DRYWALL, 3 5/8" X 10', METAL, 20 GAUGE. Vendor Item Inventory Item/Loc 18073	19.00 EACH	9.42000	178.98
	1 1000.45.20.3030.3035.3030.0000.0000.44020.			178.98
	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
002	STUD METAL, DRYWALL, 3 5/8" X 10', METAL, 20 GAUGE.	85.00 EACH	9.47000	804.95

Bill To	Requisition 00000179-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.45.20.3030.3035.3030.0000.0000.44020. Review: Buyer: 910519540 Status: Approved Page 2

Vendor

Ship To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604

Delivery Reference
BRENDA PARKER

Deliver To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/23	00000				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Vendor Item Inventory Item/Loc 18074			
1	1000.45.20.3030.3035.3030.0000.0000.44020.			804.95
	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
	Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
003	SHEETROCK FIRERATED, 5/8" X 4 ` X 8`	48.00 EACH	17.96000	862.08
	Vendor Item Inventory Item/Loc 7528			
1	1000.45.20.3030.3035.3030.0000.0000.44020.			862.08

Bill To	Requisition 00000179-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.45.20.3030.3035.3030.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor

Ship To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604

Delivery Reference
BRENDA PARKER

Deliver To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/23	00000				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
004	WALL ANGLE, FOR SUSPENDED CEILING UM7, 12` EACH, 40 PCS/BOX. Vendor Item Inventory Item/Loc 7951	18.00 EACH	64.66660	1164.00
1	1000.45.20.3030.3035.3030.0000.0000.44020.			1164.00
	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To			

Bill To	Requisition 00000179-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.45.20.3030.3035.3030.0000.0000.44020. Review: Buyer: 910519540 Status: Approved Page 4

Vendor

Ship To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604

Delivery Reference
BRENDA PARKER

Deliver To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/23	00000				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
005	COMPOUND JOINT, USG ALL PURPOSE (SHEETROCK MUD) 5 GALLON CANS Vendor Item Inventory Item/Loc 737	4.00 EACH	21.35000	85.40
	1 1000.45.20.3030.3035.3030.0000.0000.44020.			85.40
	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
	Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
006	PAINT LATEX INT WALL TRIM, EGGSHELL, WHITE	8.00 GALLON	27.00000	216.00

Bill To	Requisition 00000179-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.45.20.3030.3035.3030.0000.0000.44020. Review: Buyer: 910519540 Status: Approved Page 5

Vendor

Ship To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604

Delivery Reference
BRENDA PARKER

Deliver To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/23	00000				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes ----------			
	Vendor to supply Benjamin Moore 181B100-6 Vendor Item Inventory Item/Loc 20733			
1	1000.45.20.3030.3035.3030.0000.0000.44020.			216.00
	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
	Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
007	PAINT INTERIOR LATEX, PRIMER,PVA INTERIOR, PRYMAL 2	5.00 GALLON	19.80000	99.00
	Additional Description Notes ----------			

Bill To	Requisition 00000179-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.45.20.3030.3035.3030.0000.0000.44020. Review: Buyer: 910519540 Status: Approved Page 6

Vendor

Ship To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604

Delivery Reference
BRENDA PARKER

Deliver To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/23	00000				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	VENDOR TO SUPPLY 5GAL PAIL BENJAMIN MOORE 214B100-8 Vendor Item Inventory Item/Loc 20726			
1	1000.45.20.3030.3035.3030.0000.0000.44020.			99.00
	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
008	CAULK SILICONIZED ACRYLIC LATEX BRAND (WEATHERTITE), MOBILE PAINT #101 PLUS Additional Description Notes ----------	6.00 EACH	3.26000	19.56
	VENDOR TO SUPPLY DAP ALEX 18425			

Bill To	Requisition 00000179-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.45.20.3030.3035.3030.0000.0000.44020. Review: Buyer: 910519540 Status: Approved Page 7

Vendor

Ship To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604

Delivery Reference
BRENDA PARKER

Deliver To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/23	00000				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Vendor Item Inventory Item/Loc 9477			
1	1000.45.20.3030.3035.3030.0000.0000.44020.			19.56
	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
009	PAINT INTERIOR OIL BASE, WHITE SEMI GLOSS Additional Description Notes ----------	2.00 GALLON	53.63000	107.26
	VENDOR TO SUPPLY INSL-X SEMI GLOSS CC6601099-01 Vendor Item Inventory Item/Loc 20731			

Bill To	Requisition 00000179-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.45.20.3030.3035.3030.0000.0000.44020. Review: Buyer: 910519540 Status: Approved Page 8

Vendor

Ship To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604

Delivery Reference
BRENDA PARKER

Deliver To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/23	00000				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.45.20.3030.3035.3030.0000.0000.44020.			107.26

Ship To
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010	4'' TOELESS BASE ROPPE, COLOR 140 FAWN; 005015 Additional Description Notes ----------	360.00 LINEARFOOT	2.70833	975.00

VENDOR TO SUPPLY 4"X120'X1/8" RUBBER BASE quote 80-10092023

1	1000.45.20.3030.3035.3030.0000.0000.44020.			975.00

Bill To	Requisition 00000179-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.45.20.3030.3035.3030.0000.0000.44020. Review: Buyer: 910519540 Status: Approved Page 9

Vendor

Ship To
PUBLIC BUILDINGS
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MOBILE, AL 36604

Delivery Reference
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/23	00000				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
011	CORNERS OUTSIDE, COVE BASE, AS SPECIFIED: Additional Description Notes ----------	25.00 EACH	5.28000	132.00
	VENDOR TO SUPPLY 4" OUTSIDE CORNER RUBBER BASE 1 CTN (25) QUOTE 80-10092023 Vendor Item Inventory Item/Loc 5052			
	1 1000.45.20.3030.3035.3030.0000.0000.44020.			132.00

Bill To	Requisition 00000179-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.45.20.3030.3035.3030.0000.0000.44020. Review: Buyer: 910519540 Status: Approved Page 10

Vendor

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/23	00000				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
012	DOOR FRAME, AS SPECIFIED:	4.00 EACH	361.40000	1445.60
	Additional Description Notes --- FDJ416 5 7/8 16G 3070 HOLLOW METAL FRAME RH (3 LEFTHAND FRAMES 1 RIGHTHAND FRAME) Vendor Item Inventory Item/Loc 1186			
1	1000.45.20.3030.3035.3030.0000.0000.44020.			1445.60

Bill To	Requisition 00000179-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.45.20.3030.3035.3030.0000.0000.44020. Review: Buyer: 910519540 Status: Approved Page 11

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/23	00000				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
013	DOOR AS SPECIFIED:	4.00 EACH	2210.00000	8840.00
	Additional Description Notes --- 1 3/4 3070 PLAIN SLICED WHITE OAK SC WOOD DOOR 3/RH-1/LH HINGE MORTISE BOX PREP, 24X66 GLASS KT CUT OUT W WOOD TRIM GLASS INSTALLED Vendor Item Inventory Item/Loc 1136			
1	1000.45.20.3030.3035.3030.0000.0000.44020.			8840.00

Bill To	Requisition 00000179-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.45.20.3030.3035.3030.0000.0000.44020. Review: Buyer: 910519540 Status: Approved Page 12

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/23	00000				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
014	DOOR HARDWARE AS SPECIFIED: Additional Description Notes --- CAL ROYAL BB31 4.5X4.5 US26 HINGE Vendor Item Inventory Item/Loc 1122	12.00 EACH	31.60000	379.20
1	1000.45.20.3030.3035.3030.0000.0000.44020.			379.20

Bill To	Requisition 00000179-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.45.20.3030.3035.3030.0000.0000.44020. Review: Buyer: 910519540 Status: Approved Page 13

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10/04/23	00000				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
015	DOOR HARDWARE AS SPECIFIED:	4.00 EACH	906.00000	3624.00
	Additional Description Notes --- YALE 8807FL X 625 W/IC CYL (CORES BY OTHERS) Vendor Item Inventory Item/Loc 1122			
	1 1000.45.20.3030.3035.3030.0000.0000.44020.			3624.00

Bill To	Requisition 00000179-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.45.20.3030.3035.3030.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 14

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BRENDA PARKER

Requisition Link

Requisition Total 18933.03

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

Account	Amount	Remaining Budget
1000.45.20.3030.3035.3030.0000.0000.44020.	18933.03	1400305.21
FACILITY MAINTENANCE EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	10/11/23	STEVEN KRONINGER	GL Allocation, GL Allocation,
Unknown	10/11/23	STEVEN KRONINGER	
Approved	10/11/23	DONALD ROSE	Auto approved by: 910519540
Approved	10/11/23	SANDRA LEWIS	Auto approved by: 910519540
Approved	10/11/23	STEVEN KRONINGER	

Bill To	Requisition 00000179-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.45.20.3030.3035.3030.0000.0000.44020. Review: Buyer: 910519540 Status: Approved Page 15

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/23	00000				ARCHITECTURAL ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/11/23	SAMANTHA COOLEY		Auto approved by: 910519540	
	Approved	10/11/23	JOHN PAINE		Auto approved by: 910519540	
	Approved	10/11/23	MICHAEL SPAFFORD		Auto approved by: 910519540	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide portable toilet units at various City of Mobile locations

Amount of Contract:

$16,068.00

Funding Source

Project # Various City of Mobile Locations - Portable Toilets SC-024-23	**Discretionary Funds**
Project String 1004-3037-42150	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-024-23 Various City of Mobile Locations - Portable Toilets	Cover Memo	10/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	10/12/2023 - 9:10 AM
Budget	Sapp, Celia	Approved	10/12/2023 - 10:59 AM
Legal	Kern, Chris	Approved	10/12/2023 - 2:52 PM

Legal	Kern, Chris	Approved	2:53 PM
Mayors Office	Montgomery, Brandi	Approved	10/12/2023 - 2:56 PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson

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

Name of Company:	POT-O-GOLD RENTALS, LLC
Project Name:	PORTABLE TOILETS – VARIOUS CITY OF MOBILE LOCATIONS 1-YEAR SERVICE CONTRACT
Project Number:	SC-024-23
Amount:	$16,068.00

Adopted:

_____

City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____day of _____, in the year 20____,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**: Pot-O-Gold Rentals, LLC
5237 Henry Road
Eight Mile, Alabama 36613
(877) 768-6465

City of Mobile License Number: 074702
City of Mobile Vendor Number: 284249
Secretary of State Entity Number: 000-294-485

for the following PROJECT:

PROJECT NAME: PORTABLE TOILETS –
VARIOUS CITY OF MOBILE LOCATIONS
(1-YEAR SERVICE CONTRACT)

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: SC-024-23

County of Mobile
City of Mobile, Alabama

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

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide portable toilet units at various City of Mobile locations, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate & Asset Management.

ARTICLE 2. Term of Contract:

2.1 The work shall be commenced on the date of a written Notice to Proceed issued by the

Owner. The Term of the Contract is for a period of one (1) year commencing on the date of the Notice to the Service Contractor to Proceed.

The City of Mobile shall have the right to extend the Contract at the end of the year at rates listed on the Schedule of Values, for a period not to exceed sixty (60) calendar days

ARTICLE 3. Contract Sum:

3.1 The City of Mobile shall pay the Service Contractor for the Term of the Contract, subject to additions and deductions provided herein, in current funds, the sum as follows:

Basic Service (One Year Term): $ 16,068.00

Total Contract Sum:

Sixteen Thousand Sixty Eight Dollars and no/100 Dollars (Amount in Words) — $ 16,068.00 (Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

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

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

3.2 Schedule of Values (One Year Term):

1. **Parks Department Locations - (1x per week Service):**

Joe Bailey Park (Brookwood) - One (1) unit
One (1) Handicap unit $95.00 x 12 months = $1,140.00

Fry Park – One (1) unit
One (1) Handicap unit $95.00 x 12 months = $1,140.00

Helen Wood Park – One (1) Unit
One (1) Handicap unit $95.00 x 12 months = $1,140.00

McNally Park – Two (2) units
One (1) Standard unit $49.00 x 12 months = $558.00
One (1) Handicap unit $95.00 x 12 months = $1,140.00

Mill Street Park – One (1) unit
One (1) Handicap unit $95.00 x 12 months = $1,140.00

Millers Park – Two (2) units
One (1) Standard unit $49.00 x 12 months = $588.00
One (1) Handicap unit $95.00 x 12 months = $1,140.00

Langan Park – Two (2) units
One (1) Standard unit $49.00 x 12 months = $588.00
One (1) Handicap unit $95.00 x 12 months = $1,140.00

Public Safety Memorial Park - Three (3) units
One (1) Standard unit $49.00 x 12 months = $588.00
One (1) Handicap unit $95.00 x 12 months = $1,140.00
One (1) Handwash station $95.00 x 12 months = $1,140.00

Stewart Park – One (1) unit
One (1) Handicap unit $95.00 x 12 months = $1,140.00

2. **Police Department Location: (1x per week Service):**
Police Impound Lot - One (1) unit
One (1) Handicap unit $95.00 x 12 months = $1,140.00

3. **Cruise Terminal Locations (2x per week Service):**
South Royal Street – One (1) unit
One (1) Standard unit $49.00 x 12 months = $588.00

Off-Site Parking (Civic Center) – One (1) unit
One (1) Standard unit $49.00 x 12 months = $588.00

Total All Locations (One Year Term): $1,339.00 x 12 months = $16,068.00

3.3 Unit Prices:

UNIT PRICES – for Additional Units outside the scope of Basic Services, the following total rates shall apply.

For additional units at Base Bid Locations (Price per month), (One Year Term):

Type	1 x per week service	2 x per week service	3 x per week service, if requested
Standard Unit	$49.00	$89.00	$119.00
Handicap Unit	$95.00	$149.00	$199.00
Hand Washing Station	$95.00	$149.00	$199.00

For Special Events additional units (priced per week and per month) Year 1 Term:

Type	1 x per week service		2 x per week service		3 x per week service	
	Per Week	Per Month	Per Week	Per Month	Per Week	Per Month
Standard Unit	$49.00	$49.00	$89.00	$89.00	$119.00	$119.00

Handicap Unit	$95.00	$95.00	$149.00	$149.00	$199.00	$199.00
Hand Washing Station	$95.00	$95.00	$149.00	$149.00	$199.00	$199.00

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

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made on a monthly basis, for completed work as specified.

B. Original invoices shall be delivered to the Service Contract Administrator for review and approval.

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

ARTICLE 5. Termination of the Contract:

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

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

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

1. This Instrument (Agreement)	8 pages
2. Scope of Work	2 pages
3. Exhibit 1 - Locations	1 page
4. Bid Form	5 pages
5. Request For Waiver of Disadvantaged Business Enterprise Goal	1 page
6. Subcontracting and Major Supplier Plan	4 pages
7. Secretary of State Entity Number	1 page
8. E-Verify Documentation	2 pages
9. Certificate of Liability Insurance	11 pages

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 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. Workers' Compensation/Employer's Liability: (when required by statute)

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the state of Alabama.

Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies and no policy will 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.

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 will not purchase or obtain any vehicles during the term of this Agreement.

7.1.2 Certificate of Liability Insurance Endorsement Page

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

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

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that the City of Mobile shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which the City of Mobile may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

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

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

8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement

shall be a court of proper jurisdiction in Mobile, Alabama.

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

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

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

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

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

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

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER:
City of Mobile

SERVICE CONTRACTOR:
Pot-O-Gold Rentals, LLC

Signature

William. S. Stimpson
Mayor, City of Mobile

Signature

Dennis G. Flynn, President
Printed Name and Corporate Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

STATE OF LOUISIANA
PARISH ~~COUNTY~~ OF TANGIPAHOA

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Dennis G. Flynn as President of Pot-O-Gold Rentals LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Pot-O-Gold Rentals LLC. Sworn to and subscribed for me this 14th day of September, 2023.

Notary Public Signature
My commission expires: At Death

L. WAYNE PEARL
NOTARY PUBLIC
LA. BAR ROLL #30664
STATE OF LOUISIANA
My Commission Expires
At Death

END OF SECTION

SCOPE OF WORK

August 2, 2023

1. GENERAL REQUIREMENTS:

A. Description of Scope of Work.

Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required for the delivery, installation, servicing, and removal of portable toilets and handwashing stations at various City of Mobile facilities as listed under Exhibit 1 - Locations, in accordance with the terms of this Contract.

Service Contractor shall provide portable toilets and handwashing stations in new or "like-new" condition during the term of this Agreement. The furnishing and servicing of portable toilets at various sites (during the term of this Agreement) to include:

1. Furnish best portable units available. All doors shall function properly, and all hardware and paper holders shall be intact.

2. Furnish and keep rolls of clean toilet paper in all units.

3. Furnish the necessary chemicals and cleaning agents to keep units clean and free of odor.

4. Service each unit per the requested frequency – 1x per week, 2x per week, or 3x per week.

5. Furnish soap/gel or alcohol/gel and cleaner dispenser in all units.

6. Furnish units in location(s) designated by Service Contractor Administrator.

7. Portable toilets shall not be placed near storm drain inlets. Maintain twenty-five (25) feet minimum distance unless otherwise directed by Service Contract Administrator.

Base Bid shall be for services as indicated in the Exhibit 1 and as specified herein, except as specifically excluded. The Contractor shall execute the work in accordance with the true intent of the Contract Documents, which is to effectively complete a first-class job without additional cost to the Owner, whether or not each and every item is specifically mentioned.

C. Coordination:

1. Coordinate all work with the City of Mobile, Building Service Department, Service Contract Administrator or other Building Service Department authorize representative (hereafter referred to as Service Contract Administrator). A minimum of forty-eight (48) hours advance notice of inspection and repairs shall be given.

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

3. Prior to each scheduled monthly maintenance service, the Service Contractor shall contact the Service Contract Administrator, to confirm the date and time for each service. The Service Contract Administrator will advise the Service Contractor if the service will need to be rescheduled for any reason.

D. Removal of Units due to Storm Event:

Service Contractor shall be required to remove all portable toilets and handwash stations at least forty-eight (48) hours prior to any named hurricane (or storm event with sustained winds of 74 mph or greater) impacting the greater Mobile, Alabama area.

Portable toilets and handwash stations shall be relocated to Service Contractor's secure facility during storm event.

Service Contractor shall re-install units as soon as is practicable after storm event passes.

E. Additional Services:

The City of Mobile may, during the term of this Agreement, request for Additional Services of portable toilets and handwashing stations for special events, additional locations, etc. Service Contractor shall supply the necessary units as requested and bill as listed under Section 3.3 UNIT PRICING in the Agreement. All requests for Additional Services will be placed through the Service Contract Administrator or designee.

END OF SECTION

EXHIBIT 1
LOCATIONS

1. **Parks Department Locations (1 time per week service):**

Joe Bailey Park (Brookwood) – 712 Magnolia Road
One (1) Handicap unit

Fry Park – 1114 Gimon Circle
One (1) Handicap unit

Helen Wood Park – 4614 Dauphin Island Parkway
One (1) Handicap unit

McNally Park – 4380 Park Road
One (1) Standard unit and One (1) Handicap unit

Mill Street Park – 2665 Mill Street
One (1) Handicap unit

Millers Park – 7451 Lamplighter
One (1) Standard unit and One (1) Handicap unit

Langham Park – 4901 Zeigler Blvd.
One (1) Standard unit and One (1) Handicap unit

Public Safety Memorial Park - 2301 Airport Blvd.
One (1) Standard unit, One (1) Handicap unit, and One (1) Handwash station

Stewart Park – 1320 Stewart Road
One (1) Handicap unit

2. **Police Department Location (1 time per week service):**
Police Impound Lot - 1251 Virginia Street
One (1) Handicap unit

3. **Cruise Terminal Locations (2 times per week service):**
201 Water Street
One (1) Standard unit

Off-Site Parking (Civic Center) – 401 Civic Center Drive
One (1) Standard unit

Service Contractor to verify exact locations, number, and type.

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box I827, Mobile, AL, 36633-1827

PROJECT NAME: SERVICE CONTRACT – VARIOUS CITY OF MOBILE LOCATIONS - PORTABLE TOILETS

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-024-23

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated August 2, 2023; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Pot-O-Gold Rentals LLC

ADDRESS: 5237 Henry Road, Eight Mile AL 36613 **PHONE** 877-768-6465

CITY OF MOBILE BUSINESS LICENSE NUMBER: 74702

CITY OF MOBILE VENDOR NUMBER: 284249

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: 000 - 294 - 485
(Note: The Secretary of State of Alabama Account Number shall be filled in only by non-resident bidders)

(Check one) [X] **(A Corporation)**
[ ] **(A Partnership)**
[ ] **(An Individual Doing Business)**

hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to

Proceed, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the year at the rates listed on the Schedule of Values, for a period not to exceed Sixty (60) calendar days.

BASE BID (1 Year Term) – A specified in section 01000 – Scope of Work

1. **Parks Department Locations - (1x per week Service):**

Joe Bailey Park (Brookwood) - One (1) unit
One (1) Handicap unit $95.00 x12months=$1140.00

Fry Park – One (1) unit
One (1) Handicap unit $95.00 x 12 months=$1140.00

Helen Wood Park – One (1) Unit
One (1) Handicap unit $95.00 x 12 months=$1140.00

McNally Park – Two (2) units
One (1) Standard unit $49.00 x 12 months=$588.00
One (1) Handicap unit $95.00 x 12 months=$1140.00

Mill Street Park – One (1) unit
One (1) Handicap unit $95.00 x 12 months=$1140.00

Millers Park – Two (2) units
One (1) Standard unit $49.00 x 12 months=$588.00
One (1) Handicap unit $95.00 x 12 months=$1140.00

Langan Park – Two (2) units
One (1) Standard unit $49.00 x 12 months=$588.00
One (1) Handicap unit $95.00 x 12 months=$1140.00

Public Safety Memorial Park - Three (3) units
One (1) Standard unit $49.00 x 12 months=$588.00
One (1) Handicap unit $95.00 x 12 months=$1140.00
One (1) Handwash station $95.00 x 12 months=$1140.00

Stewart Park – One (1) unit
One (1) Handicap unit $95.00 x 12 months=$1140.00

2. **Police Department Location: (1x per week Service):**

Police Impound Lot - One (1) unit
One (1) Handicap unit $95.00 x 12 months=$1140.00

3. Cruise Terminal Locations (2x per week Service):

South Royal Street – One (1) unit
One (1) Standard unit $49.00 x 12 months=$588.00

Off-Site Parking (Civic Center) One (1) unit
One (1) Standard unit $49.00 x 12 months=$588.00

Total All Locations (One Year Term):$ 1339.00 x 12 months=$ 16,068.00

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Bid Amount (Total All Locations - 1 Year term):

Sixteen Thousand Sixty Eight Dollars
(Amount in Words)

00 & 00/100 Dollars ($ 16,068 . 00)
(Amount in Numbers)

UNIT PRICES – for Additional Services as specified in Section 01000 – Scope of Work:

For additional units at Base Bid Locations (Price per month):

Type	1 x per week service	2 x per week service	3 x per week service, if requested
Standard Unit	$49.00	$89.00	$119.00
Handicap Unit	$95.00	$149.00	$199.00
Hand Washing Station	$95.00	$149.00	$199.00

For Special Events additional units (priced per week and per month):

Type	1 x per week service		2 x per week service		3 x per week service	
	Per Week	Per Month	Per Week	Per Month	Per Week	Per Month
Standard Unit	$49.00	$49.00	$89.00	$89.00	$119.00	$119.00
Handicap Unit	$95.00	$95.00	$149.00	$149.00	$199.00	$199.00
Hand Washing Station	$95.00	$95.00	$149.00	$149.00	$199.00	$199.00

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

1. **BID INCLUDES:**
   Addendum Number 1, Dated 08/11/2023
   Addendum Number 2, Dated 08/15/2023
   Addendum Number _____, Dated _____

2. **BID SECURITY**: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. **NON-DISCRIMINATION:** The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

4. **REFERENCES:** Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

   A. Reference #1:
   Company Name: Harris County Auditors Office
   Company Address: 1001 Preston, Suite 800, Houston TX 77002
   Telephone: 713-274-4084 Email: dwray@hcp4.net
   Type of Work: Portable Toilets Services
   Date(s): First Contract 2017 - Under Contract Today

   B. Reference #2:
   Company Name: Jefferson Parish Department of Citizens Affairs
   Company Address: 1221 Elmwood Park Boulevard, Suite 403 Jefferson LA 70123
   Telephone: 504-736-8701 Email: blange@jeffparish.net
   Type of Work: Portable Toilets Services
   Date(s): First Contract 2010 - Under Contract Today

   C. Reference #3:
   Company Name: Texas Parks and Wildlife
   Company Address: 4200 Smith School Road, Austin TX 78744
   Telephone: 281-456-8266 Email: kametria.mattox@tpwd.texas.gov
   Type of Work: Portable Toilets Services
   Date(s): First Contract 2090 - Under Contract Today

5. **SIGNATURE:** If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME: Pot-O-Gold Rentals LLC
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Dennis G Flynn
(Typed)

TITLE President
(Typed)

DATE August 21, **20** 23

Sworn to and subscribed before me this 21st **day of 20**23

_____
Notary Public

L. WAYNE PEARL
NOTARY PUBLIC
LA. BAR ROLL #30664
STATE OF LOUISIANA
My Commission Expires
At Death

END OF SECTION

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# SC-024-23 Current Date 8/1/23

Project Description Service Contract - Various City of Mobile Locations - Portable Toilets

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required for the delivery, installation, servicing, and removal of portable toilets and handwashing stations at various City of Mobile facilities. Service Contractor shall provide portable toilets and handwashing stations in new or "like-new" condition. NO SUBCONTRACTORS.

Cassie Boatwright
Requested By (Department Director)

(Signature) Director of REAM (Title) August 1, 2023 (Date)

251 208 7878
Telephone Number

beatriz.jordan@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

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

Approved By (CAO)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Pot-O-Gold Rentals LLC
Address	41248 East I-55 Service Road Hammond LA 70403
Telephone	985-590-4823
E-Mail	erin@potogoldwaste.com

RFP/RFQ Solicitation Number	SC-024-23
Project Description	SERVICE CONTRACT - PORTABLE TOILETS VARIOUS CITY OF MOBILE LOCATIONS
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male 110 Female 10 Minority 72 Non-minority 48 SDVO 0 Total #of Employees 120

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Erin S. Shelton

Signature: Erin D. Shelton Date: 08/21/2023

Title: Compliance / HR Director

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: Erin S. Shelton Title: Compliance / HR Director

Email: erin@potogoldwaste.com Phone: 985-590-4823

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 (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Pot-O-Gold Rentals LLC Your Bid/Proposal Amount $ 16,068.00 Date:
08 / 23 / 2023 Description SERVICE CONTRACT - PORTABLE TOILETS VARIOUS CITY OF MOBILE LOCATIONS

Name of Bidder/Proposer: Pot-O-Gold Rentals 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
NONE	NONE	NONE	NONE	NONE	NONE	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Pot-O-Gold Rentals LLC

Contact Person: Erin S. Shelton Phone 985-590-4823 Email erin@potogoldwaste.com

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

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
	X	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
N/A	N/A	**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
N/A	N/A	**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.
N/A	N/A	**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.
N/A	N/A	**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.)
N/A	N/A	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
N/A	N/A	**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.

N/A	N/A	**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.
N/A	N/A	**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)

N/A 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.

N/A Could not find sufficient DBEs to provide subcontracting or supplier services.

N/A 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. NO SUBCONTRACTING

Alabama Secretary of State

Pot-O-Gold Rentals, LLC	
Entity ID Number	000 - 294 - 485
Legal Name in Place of Origin	Pot-O-Gold Rentals, LLC
Entity Type	Foreign Limited Liability Company
Principal Address	41248 E. I-55 Service Rd. Hammond, LA 70403
Principal Mailing Address	P.O. Box 1627 Hammond, LA 70404
Status	Exists
Place of Formation	Louisiana
Formation Date	01/15/1993
Qualify Date	01/14/2014
Registered Agent Name	Bridges, Wesley K
Registered Office Street Address	5237 Henry Road Eight Mile, AL 36613
Registered Office Mailing Address	PO Box 1627 Hammond, LA 70404
Nature of Business	
Doing Business in AL Since	01/01/2014
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/14/2014 Certificate of Formation 2 pgs.

Browse Results New Search

E-Verify

Company ID Number: 513928

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **POT O GOLD RENTALS LLC**	
DENNIS FLYNN Name (Please Type or Print)	Title
Electronically Signed Signature	**03/01/2012** Date

Department of Homeland Security – Verification Division

USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	**03/01/2012** Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	POT O GOLD RENTALS LLC
Company Facility Address:	41248 EAST I-55 SERVICE RD
	HAMMOND, LA 70403
Company Alternate Address:	P.O. BOX 1627
	HAMMOND, LA 70404
County or Parish:	TANGIPAHOA
Employer Identification Number:	721230761

E-Verify

Company ID Number: 513928

North American Industry Classification Systems Code:	562
Administrator:	
Number of Employees:	20 to 99
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:

- LOUISIANA 1 site(s)

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

Name:	ERIN SHELTON		
Telephone Number:	(985) 542 - 2101	Fax Number:	(985) 542 - 7855
E-mail Address:	ERIN@POTOGOLDWASTE.COM		
Name:	MAX ALBERT		
Telephone Number:	(985) 542 - 2101	Fax Number:	(985) 542 - 7855
E-mail Address:	MAX@POTOGOLDWASTE.COM		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acentria Insurance - New Orleans 800 West Commerce Rd. Suite 104 Harahan LA 70123	**CONTACT NAME:** Kelly Harmon **PHONE (A/C, No, Ext):** 2253802012 **FAX (A/C, No):** **E-MAIL ADDRESS:** Kelly.Harmon@Acentria.com
INSURED POTOGOL-01 Pot O Gold Rentals, LLC PO Box 1627 Hammond LA 70404	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Crum & Forster Specialty Insurance Company — 44520 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1035474020 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	EPK142680	2/1/2023	2/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG CONT. POLLUTION	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	EFX122203	2/1/2023	2/1/2024	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT 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)

GENERAL LIABILITY/POLLUTION
Contractor's Pollution - $2,000,000
Transportation Pollution - $1,000,000
Non-Owned Site Pollution - $1,000,000
Blanket Waver of Subrogation when required by written contract
Blanket Additional Insured when required by written contract (Completed Operations)
Blanket Additional Insured when required by written contract
Primary and Non-Contributory when required by written contract
See Attached...

CERTIFICATE HOLDER

City of Mobile
Building Services Department
PO Box 182
Mobile AL 3633-1827

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

Charles H. Fyfield

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AGENCY CUSTOMER ID: POTOGOL-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Acentria Insurance - New Orleans	NAMED INSURED Pot O Gold Rentals, LLC PO Box 1627 Hammond LA 70404
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Per Project Aggregate
Watercraft Amendatory

UMBRELLA
Follows Form
Commercial Auto Liability: 02/01/2023-02/01/2024 Old Republic
Employers' Liability: 02/01/2023-02/01/2024 Old Republic
Commercial General Liability: 02/01/2023-02/01/2024 Crum & Forester
Contractors' Pollution: 02/01/2023 - 02/01/2024 Crum & Forester
Transportation Pollution: 02/01/2023 - 02/01/2024 Crum & Forester
SC-024-23 - Service Contract - Various City of Mobile Locations - Portable Toilets

City of Mobile is an additional insured where required by written contract. Waiver of Subrogation and Primary and Non Contributory applies in favor of City of Mobile where required by written contract. 30 Day Notice of Cancellation.

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Cadence Insurance (formerly BXS Insurance)
4041 Essen Lane, Suite 400
Baton Rouge LA 70809

CONTACT NAME: Cheryl Ann Boudreaux
PHONE (A/C, No, Ext): 225-336-3245 FAX (A/C, No): 225-336-4536
E-MAIL ADDRESS: cheryl.boudreaux@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Co.	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED POT-REN-01
Pot-O-Gold Rentals, LLC; Pot-O-Gold Rentals, Inc.;
TSWS Trucking, LLC; TSWS, Inc.
PO Box 1627
Hammond LA 70404

COVERAGES **CERTIFICATE NUMBER:** 70035315 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY			MWTB315953	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		MWC315952	2/1/2023	2/1/2024	[X] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
							Leased/Rented	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to policy terms, conditions and exclusions; the certificate holder shall be considered an Additional Insured on a Primary and Non-Contributory basis with respects to Auto Liability when required by written contract, with a Waiver of Subrogation granted in their favor in respects to Automobile Liability and Workers Compensation when required by written contract, but only to the extent of the Named Insured's obligation to indemnify, defend and/or hold harmless certificate holder as required by written contract.
30 Day Notice of Cancellation is applicable in respects to the Auto and Workers Compensation policies referenced above.

General Liability, Pollution and Excess are serviced through a separate agency(please forward an email to: coi@potogoldwaste.com for these coverages)

See Attached...

CERTIFICATE HOLDER

City of Mobile
Building Services Department
Post Office Box 182
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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AGENCY CUSTOMER ID: POT-REN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Cadence Insurance (formerly BXS Insurance)	NAMED INSURED Pot-O-Gold Rentals, LLC; Pot-O-Gold Rentals, Inc.; TSWS Trucking, LLC; TSWS, Inc. PO Box 1627 Hammond LA 70404
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: Project Name/Number: SC-024-23 - Service Contract - Various City of Mobile Locations - Portable Toilets
Project Name/Number: SC-024-23 - City of Mobile Var Loc - Portable Toil

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POLICY NUMBER: MWC 315952 23

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

1. **ALTERNATE EMPLOYER** **ADDRESS**
   WHERE SPECIFIED BY CONTRACT

2. **STATE OF SPECIAL OR TEMPORARY EMPLOYMENT**
   ALL STATES LISTED IN ITEM 3.A. OF THE INFORMATION PAGE
   EXCEPT: TEXAS

3. **CONTRACT OR PROJECT**
   WHERE SPECIFIED BY CONTRACT

DATE OF ISSUE: 02-01-23

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POLICY NUMBER: MWC 315952 23

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

REQUESTED PER CONTRACT SPECIFICATIONS TO THE EXTENT ALLOWABLE BY LAW

DATE OF ISSUE: 02-01-23

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OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

A. In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

ALTERNATE EMPLOYER	ADDRESS	STATE OF SPECIAL OR TEMPORARY EMPLOYMENT
WHERE SPECIFIED BY CONTRACT		TX

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Pot-O-Gold Rentals, LLC

Endorsement Effective Date: 02/01/23

SCHEDULE

Name Of Person(s) Or Organization(s):
All persons or organizations as required by written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss."

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AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
3 year contract with Tetra Tech Inc to provide services helping the City access and manage funding streams available for disaster response and recovery expenses incurred by the City. It is expected that these services will be fully-funded/reimbursed by the disaster funding streams contractor will help City manage.

Amount of Contract:
Reimbursable as needed for disaster responses

Effective Date of Contract:
10/1/2023

Renewal Date of Contract:
9/30/2026

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
2023 Disaster Consulting Agena Package	Cover Memo	10/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	10/11/2023 - 6:00 PM
Legal	Kern, Chris	Approved	10/12/2023 - 10:21 AM
Legal	Kern, Chris	Approved	10/12/2023 - 10:22 AM
Mayors Office	Montgomery, Brandi	Approved	10/12/2023 - 2:56 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Tetra Tech Inc., for three years, and renewable without further approval by City Council for an additional three-year period, for disaster consulting services to efficiently manage reimbursable disaster-related funding opportunities, 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

Project: City of Mobile Alabama
Disaster Consulting Services

AGREEMENT

THIS AGREEMENT made and entered into this ____day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City"), a municipal corporation organized under the laws of the State of Alabama, and Tetra Tech, Inc. (hereinafter “Contractor”).

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

ARTICLE 1. Scope of the Work. Contractor shall provide Disaster Management Consulting Services, as required by City of Mobile RFP 5838, and Contractor’s responsive proposal, which is attached to this Agreement as **Exhibit A** and incorporated by reference herein. Should any terms of that Exhibit and the terms of this contract conflict, the terms of this contract will prevail.

ARTICLE 2. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the liability 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. The insurance shall meet the minimum requirements as stated in the City of Mobile RFP in **Exhibit A**.

ARTICLE 3. Breach of Contract: In the event of any material breach by Contractor of its obligations concerning health, safety or environmental matters under the terms of this Agreement, the City has the right to immediately terminate the Agreement and pay only for work successfully performed. In the event of any other material breach by Contractor of its obligations under the terms of this Agreement, the City shall state its complaint(s) in writing and present them to Contractor at the address provided below. Upon actual receipt, Contractor shall have ten (10) days to cure all defects. In the event that either party to this Agreement engages the services of an attorney to protect or to enforce its rights with respect to the breach or apparent breach of this Agreement, then the losing party shall pay and reimburse the prevailing party for the reasonable attorneys’ fees and

expenses which the prevailing party incurred with respect to its enforcement of this Agreement.

ARTICLE 4. Indemnification: 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 Contractor's 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 is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto and is ultimately determined to have zero liability or fault in said lawsuit or legal proceeding, Contractor hereby agrees to reimburse the City for all of its reasonable costs of defense, including but not limited to all reasonable 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.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. 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.

ARTICLE 8. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable

effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: The City will pay Contractor as agreed for each scope of work and Contractor City-approved work plan at the rates as reflected in Exhibit A. Contractor will invoice at the following rates:
:

Administrative Specialist I	$48.00
Administrative Specialist II	$57.60
Research Assistant	$61.20
Proposal Coordinator	$63.60
Comm. Technician	$68.40
Help Desk Operator	$74.40
Administrative Specialist III	$76.80
Research Assistant II	$79.20
Service Center/Logistics Specialist	$81.60
Analytical Aide	$90.00
Planning Aide	$96.00
Project Control Specialist	$99.60
Oracle Database Administrator	$102.00
Consulting Aide	$102.00
Assistant Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$114.00
Program Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$120.00
System Administrator	$126.00
Law Enforcement Subject Matter Expert/Trainer	$132.00
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist I	$132.00
Public Assistance/Grant Management Consultant	$138.00
Fire/HAZMAT Subject Matter Expert/Trainer	$146.40
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist II	$150.00
Consultant/Planner/ Scientist/Assessor/ Environmental Specialist Analyst III	$162.00
Senior Public Assistance/Grant Management Consultant	$162.00
Senior Oracle DBA	$165.60
Supervising Public Assistance Consultant	$174.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$180.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist	$180.00
Program Manager	$189.60
Senior Program Manager	$198.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	$210.00

Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	$234.00
Subject Matter Expert	$270.00
FEMA Appeals Legal Specialist	$292.80
Senior FEMA Appeals Legal Specialist	$420.00
Principal FEMA Appeals Legal Specialist	$510.00

In the event a rate increase adjustment is agreed to by the City, rates for the subsequent years after the first term of the agreement and any extension term years shall be subject to an annual adjustment on the anniversary date of the contract in accordance with the U.S. Consumer Price Index. Non-labor expenses shall be invoiced as follows: (1) travel expenses including airfare and car rental shall be invoiced at cost without markup; (2) lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov (3) meals and incidentals shall be invoiced at the GSA per diem rate; (4) mileage shall be invoiced at the federally published rate; and (5) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and the City shall be invoiced at cost without mark-up. Project expenses will be billed at costs without mark-up.

All rates shall included Contractor expenses and overhead unless such additional expenses are specifically quoted and approved in advance by the City for specific projects assigned in furtherance of the purposes of this Agreement. Contractor invoices are subject to verification by the Executive Director, Finance or his representative, that invoiced services have been received before payment will be made. Contractor shall submit invoices by mail to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or by email to: vendorinvoices@cityofmobile.org .

ARTICLE 11. Effective Date, Term, Renewal, and Termination of Contract: The effective date of this agreement will be October 1, 2023. This contract shall be for a term of three years from the effective date. The City and Contractor may mutually elect to renew this agreement for an additional three-years. The City or Contractor may otherwise terminate the Agreement at any time for convenience upon sixty (60) days' written notice. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by either party to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices.

Notices for the City shall be mailed to:

Executive Director, Finance
City of Mobile
5th Floor, South Tower
205 Government Street
Mobile, AL 36602

Notices to Contractor shall be mailed to:
Tetra Tech Inc
3475 E Foothill Blvd
Pasadena, CA 91107

ARTICLE 14. Compliance with Alabama Immigration Law
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 15. Boycotts
By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 16. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

ARTICLE 17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

ARTICLE 18. Assignment. Contractor shall not assign any of his rights or obligations under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the City.

ARTICLE 19. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

ARTICLE 20. Unenforceability of Provisions. Remainder of Contract Valid. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

ARTICLE 21. Default. A party to this Agreement shall be in default if it materially breaches any of the provisions herein or if any representation or warranty made by either Contractor or the City shall have been false or misleading in any material respect as of the date on which such representations or warranty was made, including any party's misrepresentation concerning its financial condition.

ARTICLE 22. Representations and Warranties. Both parties to this Agreement represent and warrant that each of them has the power to enter into this Agreement, that there are

no unresolved claims or disputes between them, that both shall furnish true and correct financial statements, records, certifications and other information as may be reasonably requested and that in carrying out this Agreement, the parties are not knowingly in violation of any local, state or federal law related to the services provided herein.

ARTICLE 23. Force Majeure. Neither party shall be deemed to be in default on account of any Acts of God, act of a public enemy act of a superior governmental authority, major weather disturbance or any other identifiable circumstance of such a significant nature that a reasonable person would believe is beyond the control of either party to this Agreement.

ARTICLE 24. 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, Tetra Tech, Inc.

_____ , Its Business Unit President (title)
On behalf of Contractor

_____10/5/2023_____ Date

Acknowledgement

The State of FLORIDA

ORANGE County}

I, Sandra Fajardo, a Notary Public, in and for said County in said State, hereby certify

that JONATHAN BURGIEL whose name as BUSINESS UNIT PRESIDENT of TETRA TECH, INC., 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, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the 5th day of October, 2023

(Seal) TETRA TECH, INC. INCORPORATED FEB 4 1988 DELAWARE

Notary Public

SANDRA M. FAJARDO
Notary Public - State of Florida
Commission # HH 234558
My Comm. Expires Mar 9, 2026
Bonded through National Notary Assn.

CITY

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

Exhibits: A City of Mobile RFP and Contractor Proposal
B Liability Insurance

City of Mobile

Request for Proposals

Addendum 1 to RFP Number: 5838

Disaster Management Consulting Services

The City of Mobile is seeking proposals for Disaster Management Consulting Services.

The City is providing this Addendum 1 in response to questions received regarding the original RFP and to make corrections to the original RFP.

The due date for submitted written proposals remains 4:00 pm, September 14, 2023. *Submit one paper original and one digital copy (CD or flash drive) of the proposal*.

The full contents of the original Request for Proposals (RFP), and any subsequent Addenda to this RFP may be found on the City Bid page at https://www.cityofmobile.org/bids.

Paragraph VIII, A. is amended to add a fourth sentence that reads: "**Submit one original paper and one digital version (either CD or flash drive).**"

Paragraph VIII, B., is amended to read, **"Submit proposals to be received by the City of Mobile Procurement Department by 4:00 pm Thursday, September 14, 2023,…."**

QUESTIONS AND ANSWERS:

The follow are questions that have been received and City responses to those questions. The questions are included generally verbatim as received relating to the overall RFP requirements where the City determined that an answer to all potential proposers was merited. Where you remain unclear or uncertain of the City's requirements, please use your judgment as to the City's intent, and state any questions or assumptions you made in interpreting the City's RFP. All timely submitted RFPs will be fully considered and scored by the City.

1. Does the City currently have a system in place that tracks current funding streams, or is that something you would look to the consultant to provide?

Answer: Yes the city's financial system can differentiate between different funding streams and can allocate costs accordingly.

2. Does the City have a budget for the services outlined in the RFP?

Answer: No. These services would only be used in the case of a federally declared disaster. In that case the contract would be covered under Category Z - Admin Costs.

3. Does the City have existing policies and procedures to be updated or should the consultant expect to create new policies and procedures for the programs?

Answer: No new policies or procedures will need to be created.

4. Would the City expect this work to be performed virtually or on-site? If on-site, what % of the time would you expect?

Answer: The City would expect a maximum of 25% on-site to cover any mandatory meetings.

5. How many and what format of copies are required for response submission?

Answer: One original paper and one electronic copy (flash drive or CD).

6. Could you please clarify whether the City is requesting hourly rates for proposed billing titles, or some other form of price proposal?. If hourly rates, should these be all inclusive, meaning including the costs of direct labor, overhead, profit, and expenses (such as travel costs)?

Answer: The City is asking proposers to propose billing rate structures and amounts that have worked the best for them and think will work the best for City needs and objectives. Alternative billing rate structures may be proposed.

7. Does the City currently, or in the past 5 years, have an incumbent firm performing any of the listed services? If so, please identify the firm(s).

Answer: The City does not have an incumbent firm.

8. Does the City anticipate that the selected contractor will work on current or legacy disaster or grant programs? If so, please provide an estimate or range of grant funding dollars.

Answer: The City expects the selected Contractor to work only on future disaster or grant programs.

9. For past performance, what would you like us to provide? Are you looking for years or a certain number of contracts?

Answer: Please see Exhibit C to the RFP.

10. For IT solutions, what all is needed? Are you simply looking for computers or do you have specific softwares the city would like to be used?

Answer: The requirement in paragraph IV.E. presumes the Contractor has for other customers, and will in the performance of these contract services, use technology to provide the consulting support requested. The City does not expect proposers at this stage to be familiar with the City's current and future software and technology. Exhibit C to the RFP describes what information the City expects proposers to provide.

11. What applications is the city currently using that require compatibility?

Answer: The requirement in paragraph IV.E.1 is meant as a prospective requirement that the Contractor will work to integrate with whatever relevant technology the City may be using for whatever program, mission, or response requires the consulting support.

12. Do you have a Public Assistance software being used currently?

Answer: No.

13. What state filing software system is being used?

Answer: None. State financial reporting is handled through the Alabama EMA Grants Portal. They access any and all files through www.grantee.fema.gov

14. How many staffers are you expecting to need?

Answer: We have not hired these services before.

15. How far behind are you on your current disasters?

Answer: The Contractor will be used only for future events.

16. What active disasters is the City currently working on?

Answer: See answer 15 above.

17. Do you have any PWs in appeals with FEMA or the State?

Answer: See answer 15 above.

18. Do you have any disasters approaching the federal closeout date?

Answer: See answer 15 above.

19. Do you have any PWs needing additional subject matter expert technical support such as Mitigation, EHP, Cost Estimators, etc.?

Answer: See answer 15 above.

20. Is this a re-compete? If so, is there an incumbent?

Answer: No. No.

21. Will the City of Mobile recognize federal DBE certifications, specifically SDVOSB and 8A?

Answer: Yes, but only for minority, woman, and SDVOSB-owned businesses. See Exhibit B to the RFP.

22. Does the City have current work that they need supported?

Answer: See answer 15 above.

23. On page 14 of the RFP, Section VIII. Proposal Submissions, Section B. it states: "Submit questions regarding this RFP in writing by email NLT September 7, 2023 to Purchasing@CityofMobile.org. Submit proposals to be received by the City of Mobile Procurement Department by 4:00 p.m. Thursday, August 17, 2023, in a sealed package or envelope marked: City of Mobile Request for Proposal, Mobile Alabama Disaster Management Consulting Services, Due 4:00 pm September 14, 2023" Will the City please clarify the discrepancy in the due date listed in this section?

Answer: Proposals are due 4:00 pm, September 14, 2023.

24. The City has included support for CDBG-DR in the Performance Specifications section of RFP 5838. The City has also released a separate RFP for professional consulting and planning services for CDBG-DR. How does the City plan to reconcile inclusion of CDBG-DR support in RFP 5838 with the RFP dedicated to CDB-DR services? If a proposal is submitted in response to RFP 5838, does that exclude us from responding to RFP – Professional Consulting and Planning Services for Disaster Recovery (CDBG-DR) Grant?

Answer: This RFP specifically excludes CDBG-DR support. See paragraph I. Summary. The same vendor may submit proposals for either or both RFPs and be awarded either or both contracts.

25. Regarding paragraph 1.s. Cost Principles on page13 of 26: "Any adjustment to the CONTRACTOR's compensation, including requested reimbursable expenses, shall include only costs and other compensation that are allowable, allocable, and reasonable as provided elsewhere herein, or otherwise by law, and that are allowable, allocable, and reasonable under 2 CFR 200 Subpart E—Cost Principles and any implementing guidelines or regulations issued by the Office of Management and Budget (OMB). CONTRACTOR further agrees to provide adequate documentation to support costs (direct and indirect) charged to the Federal award. This requirement extends to all third party Contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract." Does this section suggest that the Contractor should comply with CAS within their own accounting or can we use standard GAAP principles and assist the City using CAS principles within 2 CFR 200 Subpart E-Cost Principles?

Answer: This contract would be federally funded. All reimbursement requests would have to be well documented and comply with the Code of Federal Regulations.

26. Assuming the answers to questions are released on the next possible business day after submission (Friday, September 8), and firms will only have 2-3 business days to reconcile their proposals with the answers to questions for printing and shipping their responses within a reasonably safe delivery window. Would the City consider extending the proposal deadline to allow additional time to reconcile answers to questions?

Answer: No.

27. To protect confidential and trade secret information, would the City allow firms to submit an electronic, redacted copy of their proposal alongside their hardcopy submission?

Answer: No. Consider all proposals as potentially subject to public disclosure.

28. What is being proposed in this RFP is a stand-by contract for vendor support. Given that this is a stand-by contract for which there is no known disaster or set of needs, how should proposing vendors address the questions asked of total cost for the project? Similarly, while we can certainly target a minimum of 15% of the work going to MBE firms on our team, without knowing what work is going to be requested and needed means that it is impossible to commit to specific percentages of work for contractors. How should that be handled in our response and Exhibit B of the RFP?

Answer: Refer to Exhibit C.

29. Would the City be amenable to electronic submittal of the Bidder's proposal?

Answer: No. Submit sealed packages with one printed and one electronic (flash drive or CD) copy.

30. Is there an incumbent for the scope of work described in the RFP of reference? If so, who?

Answer: No.

31. Does the City have active work the successful Bidder would be expected to complete upon contract award? If so, could the City provide a description of the same?

Answer: See answer 15 above.

32. If there is active work, could the City provide information about the related disasters, the number of damages, and the number of projects still open?

Answer: See answer 15 above.

33. Can the City please confirm that Bidders must provide one original paper and one digital (CD or Flash Drive) sealed proposal by 4 pm, Thursday September 14, 2023, per the information included on the City's website?

Answer: Yes.

34. Under "Plan/Approach to the Project" of Exhibit C "proposal Submission Template," the City asks that vendors include "response routine throughout the year." Could the City provide more detail regarding what Bidders should provide in response to this request? For example, is the City asking Bidders to explain how Bidders would respond to an emergency event?

Answer: Yes. This contract would become active in an emergency event. The city would like to know how you would respond to an emergency event, how you would plan to move forward throughout the process of gathering relevant cost information and other documentation, submitting PWs and responses to any RFIs, and additional plans through closeout of event.

35. Section IV.E. Performance Specifications, Information Technology, Data Management and Reporting Support asks Bidders to "provide viable integrated IT solutions (compatible with existing City applications) that support the management and implementation of the disaster recovery programs." What applications does the City currently use?

Answer: See answer 11 above.

36. Can the City confirm that no certificates of insurance need to be included with the proposal?

Answer: Yes. No certificates are required to be submitted with the proposal.

37. Section VI.B on Insurances requires Comprehensive General Liability Coverage for Bodily Injury ($300,000/person, $500,000/occurrence) and Umbrella Liability of $1,000,000/occurrence. Will the City accept General Liability in excess of $1,000,000 (to include bodily injury) in lieu of the foregoing?

Answer: The City will consider alternate insurance coverage proposals.

38. Section VI.B on Insurances requires Comprehensive General Liability Coverage for Property damage ($100,000/occurrence). Will the City accept Coverage to Rented Premises ($250,000) in lieu of the foregoing?

Answer: The City will consider alternate insurance coverage proposals.

39. The RFP asks for summaries of customers for whom we are providing similar services. As we have done so for a very large number of entities, can the City clarify how many it would like us to include as part of our RFP response to demonstrate experience?

Answer: Use your best judgment as a representative sample.

City of Mobile
Request for Proposals
RFP Number: 5838

DISASTER MANAGEMENT
CONSULTING SERVICES

I. SUMMARY

The City ("City") of Mobile is seeking sealed proposals from experienced firms to provide management and administrative support of grant activities related to disaster preparedness and response, as needed for Federal and State programs, including Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security (DHS), US and Alabama Departments of Transportation (DOT and ALDOT), Alabama Department of Emergency Management (ALEMA), Alabama Department of Economic and Community Affairs (ADECA), and grant programs related to disaster relief and recovery. This solicitation is not for programs funded by the U.S. Department of Housing and Urban Development (HUD). The City will issue a separate solicitation for management consulting for those programs.

Proposals Due: **4:00 p.m, Thursday, September 14, 2023**.

Mailing address
City of Mobile
Procurement Department
PO Box 1827
Mobile, AL 36633

,

Delivery:
City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower
Mobile, AL 36644

Phone: (251)-208-7434

Submit Questions NLT September 7, 2023 to: Purchasing@CityofMobile.org

Timeline for Award:	Proposals due:	September 14, 2023
	Contract award	September 29, 2023
	Performance begin	October 1, 2023

II. BACKGROUND / PURPOSE

The City desires to make the best use of federal and state disaster preparedness, response, and recovery assistance, but does not have sufficient current expertise to manage the complexities of awareness, eligibility, compliance, and administration attendant to these programs. Recognizing that Contractors have developed specialized expertise in helping municipalities access these funding streams, the City wishes to select and retain a Contractor with competence relevant to Mobile's risk areas, best suited to help the City

successfully manage its disaster efforts and optimize its resources. The selected firm will be managed primarily by the City's Executive Director of Finance, with broad access to all City programs and departments.

III. CONTRACT TERM

The City expects to enter into a three-year contract with the selected Contractor, with the option to renew for an additional three-year period.

IV. PERFORMANCE SPECIFICATIONS

A. The selected Contractor, working closely with and at the direction of City staff, will assist in strategically managing the project development and administration of any and all federal and/or state disaster programs related to declared emergencies or disasters that occur during the term of this contract. Services provided in the development of such programs may include, but are not limited to the following:

B. FEMA Public Assistance (PA) Advisory Services
   1. Develop a process/system to efficiently submit grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
   2. Attend meetings with relevant local, state, and federal officials to address eligibility and process issues.
   3. Provide knowledge, experience and technical expertise in dealing with federal and state regulations, specifically including, but not limited to, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Post-Katrina Emergency Management Reform Act of 2006, the Sandy Recovery Improvement Act of 2013, Environmental and Historic Preservation Management, Davis-Bacon and Section 3 as necessary.
   4. Proactively identify and resolve issues that may arise related to the funding of completed and forthcoming work.
   5. Provide engineering, cost estimating, and architectural support, among other types of technical assistance.
   6. Assess damage to public infrastructure components, transportation systems, and facilities.
   7. Obtain, analyze and gather field documentation, including gathering relevant records (including timekeeping and assignment records) in order to extract pertinent information.
   8. Review all data and supporting documentation to determine eligible adequate costs.
   9. Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets, to include Cost Estimating, developing Detailed Damage Descriptions and Dimensions ("DDDs") and project Scope of Work ("SOW").

10. Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act. (See further detail herein, below.)
11. Evaluate alternate and/or improved projects.
12. Evaluate the appropriateness of the use of FEMA pilot programs including the Section 428 Public Assistance Alternative Procedures for Permanent Work and Debris Removal.
13. Review Project Worksheets (PW) to determine final eligible costs and third-party refunds/ reimbursements.
14. Reconcile eligible costs and prepare PW versions.
15. Prepare first and second appeals, and work with the City through any arbitration.
16. Monitor reconstruction efforts, reconcile change orders with PW scope of repair, and prepare progress payments.
17. Perform PW closeouts.
18. Prepare projects for audit.
19. Respond to audit findings, as required.
20. Coordinate as necessary with City Disaster Debris Monitor and Removal Contractors.

C. FEMA 404 Hazard Mitigation Grant Program (HMGP)
1. Assist in identifying, developing and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events.
2. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.

D. Financial and Grant Management Support
1. Advise on FEMA's policies, regulations, practices and procedures and how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including Contractor costs.
2. Provide general grant management advice.
3. Perform internal controls assessment.
4. Conduct pre-audit activities and prepare disaster recovery projects for audit.
5. Meet with City/County/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services related to applicable regulations.
6. Prepare required reports, including the Public Assistance Quarterly Progress Report, for the State and FEMA, as needed.
7. Provide oversight of Contractors' billing to ensure that they invoice in accordance with their contract, and that all costs eligible for the disaster grant funding are documented and claimed.

8. Categorize, record, track, and file costs in support of the financial reimbursement process. Track Project Worksheet status and status of payment from the State.
9. Assist in providing interagency (Federal, State, County, City) coordination and technical support, as well as identifying funding resources that may be available to assist in the long- term recovery process.
10. Collect Policies, Bid Tabs, Contracts, Agreements, etc.
11. Work with FEMA Project Specialist in compiling documentation for the Project Writers.
12. Perform analysis of labor vs equipment hours, etc.
13. Identify the need for pre-positioned contracts. These contracts must be procured in compliance with Federal Procurement Regulations, include scope of work which anticipates disaster work and ensures the cost are reasonable in the current market environment.
14. Perform insurance reconciliation, as well as other funding source coordination to avoid duplication of benefits.
15. Perform Cost-Benefit Analysis when necessary to support the City's determination of pursuing reimbursement.
16. Track, monitor and report time and activities performed by Contractor's Staff by project, or as allowable under the provisions of the Federal Guidance for direct administrative, indirect and project management costs reimbursement.
17. Provide monthly written performance and status reports to the City on the status of activities completed under this contract, the FEMA Public Assistance (PA) Program and other grant assistance programs.
18. An active Unique Entity Identifier (UEI) is required at the time of application.

E. Information Technology, Data Management and Reporting Support
   1. Provide viable integrated IT solutions (compatible with existing City applications) that support the management and implementation of the disaster recovery programs.
   2. Manage data for disaster recovery programs.
   3. Provide expertise using systems to report, manage, and analyze information to optimize and improve the disaster recovery programs.

V. PRICING

The City expects that City cost for services will be based on contract hourly or project-based unit rates. Contractor unit rates will be based on those submitted as part of this RFP. Contractor billing will be based on City task order and specific Contractor work plans submitted and approved in advance by the City. Contractor work plans will include timelines, deliverables, cost estimates, and

invoice intervals. City task orders will task Contractor performance requirements for specific responses or grant opportunities

VI. OTHER PROVISIONS

A. Contract: Contractor will be expected to sign a contract with the City of Mobile similar in its terms to the one provided as **Exhibit A** in this RFP.

B. Insurance: Contractor shall file certificates of insurance with the City of Mobile naming the City of Mobile as an additional insured.

   a. Insurance coverage shall include Comprehensive General Liability Coverage for Bodily Injury ($300,000/person, $500,000/occurrence), and for Property damage ($100,000/occurrence); Automobile Liability of $500,000 bodily/property per occurrence), and Umbrella Liability of $1,000,000/occurrence, issued by a company licensed to do business in Alabama, and naming the City of Mobile as an additional insured.

   b. An insurance policy may not be modified or cancelled without 30 days' prior notice to the City of Mobile. The insurance company shall be licensed in this state, or in the state in which the insurance is purchased, with the name of a designated agent for service filed in the office of the Secretary of State.

C. E-Verify: Contractor may not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. All Contractors will be required to provide verification of Enrollment in the E-Verify program.

D. Licenses: Contractor will be required to be an Alabama business, or have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State, prior to contract award. Contractor will be required to hold and maintain a City of Mobile business license.

E. Non-discrimination: 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. Contractors are asked in their proposals to demonstrate subcontractor partnerships with disadvantaged business enterprises by completion of **Exhibit B**. and submitting with the proposal.

F. Federal Funding Clauses. As this contract is expected to be funded by federal and state grants, the following federal grant clauses of general applicability, as required by 2 CFR Part 200, and specific terms applicable to relevant federal programs, are incorporated herein and will be applicable to the work performed by Contractor. Specifically, the following provisions will apply:

a. The most recent of such Federal requirements, including any amendments made after the execution of this Contract, shall govern this Contract, unless the Federal Government determines otherwise. This Section identifies the Federal requirements that are applicable to this Contract. The Contractor is responsible for complying with all applicable provisions.

b. To the extent applicable, the Federal requirements are deemed incorporated into this Contract by reference and shall be incorporated into any subcontract or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with all applicable provisions of Federal, State and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the Work to be performed under this Contract. Anything to the contrary herein notwithstanding, all Federal awarding agency-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the Federal awarding agency's terms and conditions.

c. Equal Employment Opportunity. In accordance with 41 C.F.R. 60-1.4, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal awarding agency may issue. ***This requirement extends to all third party Contractors and their contracts at every tier and this clause shall be included in all such subcontracts.***

d. Davis-Bacon & Copeland Anti-Kickbacks Acts—Not Applicable

e. Contract Work Hours & Safety Standards Act

i. Overtime requirements. No Contractor or subcontractors contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph above of this section the Contractor and any subcontractors responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractors shall be liable to the U.S. for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in the paragraph above of this section, in the sum of ten dollars ($10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in the paragraph above of this section.

iii. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or subcontractors under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractors for unpaid wages and liquidated damages as provided in the clause set forth in the paragraph above of this section.

iv. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in the paragraphs above of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for

compliance by any subcontractors or lower tier subcontractors with the clauses set forth in the paragraphs above of this section.

f. Right to Inventions Made Under a Contract or Agreement—Not Applicable.

g. Clean Air. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate EPA Regional Office. ***The Contractor also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars ($100,000.00) financed in whole or in part with Federal assistance.***

h. Clean Water. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251, et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate EPA Regional Office. ***The Contractor also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars ($150,000.00) financed in whole or in part with Federal assistance.***

i. Energy Conservation. The Contractor agrees to comply with 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, 42 U.S.C. §§ 6321, *et seq.* ***This requirement extends to all third party Contractors and their contracts at every tier and this clause shall be included in all such subcontracts.***

j. Government-Wide Debarment & Suspension. This Contract is a covered transaction for purposes of 2 CFR Part 1200.220, and 2 CFR Part 180.200, which replaces the requirements and guidelines of the previously controlling 49 CFR Part 29. As such, the Contractor is required to verify that neither it, nor its principals (as defined at 2 CFR 180.995) or affiliates (as defined at 2 CFR 180.905) is excluded (as defined at 2 CFR 180.940) or disqualified (as defined at 2 CFR 180.935). The Contractor, pursuant to 2 CFR 180.330(a) – (b), must also include a term or condition in lower-tier transactions requiring lower-tier participants to comply with

requirement in subpart C in 2 CFR 180, and require lower-tier participants to pass the requirement to comply with 2 CFR subpart C to each person with whom the lower-tier participant enters into a covered transaction at the next lower tier. Subpart C of 2 CFR 180 requirements (Contractor and lower tier participants must comply):

i. Verification. The Contractor and all lower-tier participants must verify that the person with whom the Contractor or lower-tier participant intends to do business with is not excluded, pursuant to the definition set out in 2 CFR 180.940, or disqualified, pursuant to the definition in 2 CFR 180.935. The Contractor and all lower-tier participants may do this by either: (a) checking the Excluded Parties List System (EPLS), found at http://epls.arnet.gov or http://www.epls.gov, (b) collecting the certification form from the lower-tier participant, or (c) adding a clause or condition to the covered transaction with that lower-tier participant.

ii. Disclosing Information. The Contractor and all lower-tier participants, before entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR 180.355. ***This requirement extends to all third party Contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.***

k. Lobbying. The Contractor agrees to comply with the provisions of Title 31, U.S.C. 1352, The Byrd Anti-Lobbying Amendment, as in force or as it may hereafter be amended. The Contractor and all subcontractor tiers shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City. ***The Contractor further agrees to secure like undertakings from all subcontractor tiers whose subcontracts***

are expected to be of a value of one hundred thousand dollars ($100,000.00) or more.

l. Recovered Materials. The Contractor agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962, including but not limited to the regulatory provisions of 40 CFR Part 247 and Executive Order 12873, as they apply to the procurement of the items designated in Part B of 40 CFR Part 247. ***This requirement extends to all third party Contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.***

m. Conflict of Interest. No employee, officer, board member, or agent of the City or the Contractor shall participate in the selection, award, or administration of a contract supported by FTA funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employees or is about to employee any of the above, has a financial or other interest in the firm selected for the award.

n. Disadvantaged Business Enterprises (DBE). See section VI. E. above.

o. Access to Records and Reports and Record Retention. The record keeping and access requirements extend to all third party Contractors and their contracts at every tier. Under 49 U.S.C. § 5325(g) and 2 C.F.R. § 200.336, FEMA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FEMA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

    i. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

    ii. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than five (5) years after the date of

termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

iii. Access to Records.
   1. The Contractor agrees to provide sufficient access to FEMA and its Contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
   2. The Contractor agrees to permit, and require its subcontractor to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g) and 2 C.F.R. § 200.336.
   3. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FEMA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303, 5307, 5309, 5339, 5310, 5311, 5316, or 5317.
   4. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iv. Access to the Sites of Performance. The Contractor agrees to permit FEMA and its Contractors access to the sites of performance under this contract as reasonably may be required.

p. Termination or Cancellation of Contract. For all contracts in excess of $10,000, the Termination clause in section THREE (3) extends to all third party Contractors, and their contracts at every tier and subrecipients and their subcontracts at every tier, as referenced in 2 C.F.R. 200.339 and 2 C.F.R. Part 200, Appendix II (B).

q. Breach of Contract Rights and Remedies. All contracts in excess of $150,000 shall contain administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate as provided in 2 C.F.R. § 200.326 and 2 C.F.R. part 200, Appendix II (A). The Violations and Breach of Contracts clause flow down to all third-party Contractors and their contracts at every tier. For purposes of this Contract, breach shall include the Contractor and any subsequent named subcontractor.

i. Rights and Remedies of the City **-** The CITY shall have the following rights in the event that the CITY deems the Contractor guilty of a breach of any term under the Contract.
   1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other Contractors;
   2. The right to cancel this Contract as to any or all of the work yet to be performed;
   3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
   4. The right to money damages.

ii. Rights and Remedies of the Contractor **-** Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the City, the Contractor expressly agrees that no default, act or omission of the Owner shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Owner directs Contractor to do so) or to suspend or abandon performance.

iii. Remedies **-** Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the City will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the City takes action contemplated herein, the Owner will provide the Contractor with sixty (60) days written notice that the City considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

iv. If there is credible evidence that a Third Party Participant (Contractor) has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq*., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Federal funding, notification of the Federal awarding agency is required.

r. Copyrights and Rights in Data—Not Applicable

s. Cost Principles. Any adjustment to the Contractor's compensation, including requested reimbursable expenses, shall include only costs and other compensation that are allowable, allocable, and reasonable as provided elsewhere herein, or otherwise by law, and that are allowable, allocable, and reasonable under 2 CFR 200 Subpart E—Cost Principles and any implementing guidelines or regulations issued by the Office of Management and Budget (OMB). Contractor further agrees to provide adequate documentation to support costs (direct and indirect) charged to the Federal award. ***This requirement extends to all third party Contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.***

VII. EVALUATION / SCORING OF PROPOSALS

The City will evaluate proposals based on their alignment with the City goals of experience, expertise, performance history, and value to the City. The City values local knowledge and familiarity with City risks key partners The City may elect to conduct interviews of all, some, or none of the proposers, conduct reference checks and follow up questions or clarifications, and waive any irregularities appropriate to the effective and efficient selection and award. Any protests regarding City selection and award must be made in writing to the City Attorney not later than five business days of City Clerk publishing of the City intent to award by advertisement of the proposed contract award by on the City Council agenda. The following scoring areas will be used by the City for selection:

Qualifications and experience of the proposed firm	20 pts
Qualifications of proposed team members	20 pts
Performance history/References	20 pts
Technical approach to the work/Plan to perform	30 pts
Proposed rates and cost items	10 pts
Total	100 pts

VIII. PROPOSAL SUBMISSIONS

A. Please use the Proposal Submission Form at the end of this RFP document **(Exhibit C)** and include with your proposal. Please arrange your proposal information consistent with template information organization. It will ensure the City has everything it needs to score your proposal fairly.

B. Submit questions regarding this RFP in writing by email NLT September 7, 2023 to Purchasing@CityofMobile.org. Submit proposals to be received by the City of Mobile Procurement Department by 4:00 p.m. Thursday, August 17, 2023, in a sealed package or envelope marked:.

City of Mobile Request for Proposals
Mobile Alabama Disaster Management Consulting Services
Due 4:00 pm September 14, 2023

C. Packages may be mailed to
City of Mobile Procurement Department,
P.O. Box 1827,
Mobile AL 36633.

Packages may be delivered to
City of Mobile Procurement Dept,
4th Floor, South Tower,
205 Government Street
Mobile, AL 36644

EXHIBITS
A. Sample Contract Template
B. Supplier and SubContractor Form
C. Proposal Submission Form

EXHIBIT A: CONTRACT TEMPLATE

Project: City of Mobile Alabama
Disaster Consulting Services

AGREEMENT

THIS AGREEMENT made and entered into this ____day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City"), a municipal corporation organized under the laws of the State of Alabama, and ……(hereinafter "Contractor").

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

ARTICLE 1. Scope of the Work. Contractor shall provide Disaster Management Consulting Services, as required by City of Mobile RFP 5838, and Contractor's responsive proposal, which is attached to this Agreement as **Exhibit A** and incorporated by reference herein. Should any terms of that Exhibit and the terms of this contract conflict, the terms of this contract will prevail.

ARTICLE 2. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the liability 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. The insurance shall meet the minimum requirements as stated in the City of Mobile RFP in **Exhibit A**.

ARTICLE 3. Breach of Contract: In the event of any material breach by Contractor of its obligations concerning health, safety or environmental matters under the terms of this Agreement, the City has the right to immediately terminate the Agreement and pay only for work successfully performed. In the event of any other material breach by Contractor of its obligations under the terms of this Agreement, the City shall state its complaint(s) in writing and present them to Contractor at the address provided below. Upon actual receipt, Contractor shall have ten (10) days to cure all defects. In the event that either party to this Agreement engages the services of an attorney to protect or to enforce its rights with respect to the breach or apparent breach of this Agreement, then the losing party shall pay and reimburse the prevailing party for the reasonable

attorneys' fees and expenses which the prevailing party incurred with respect to its enforcement of this Agreement.

ARTICLE 4. Indemnification: 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 is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto and is ultimately determined to have zero liability or fault in said lawsuit or legal proceeding, Contractor hereby agrees to reimburse the City for all of its reasonable costs of defense, including but not limited to all reasonable 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.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. 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.

ARTICLE 8. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all Contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every

reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: The City will pay Contractor as agreed for each scope of work and Contractor City-approved work plan at the rates as reflected in Exhibit A. Contractor will invoice at the following rates:

All rates shall included Contractor expenses and overhead unless such additional expenses are specifically quoted and approved in advance by the City for specific projects assigned in furtherance of the purposes of this Agreement. Contractor invoices are subject to verification by the Executive Director, Finance or his representative, that invoiced services have been received before payment will be made. Contractor shall submit invoices by mail to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or by email to: vendorinvoices@cityofmobile.org .

ARTICLE 11. Effective Date, Term, Renewal, and Termination of Contract: The effective date of this agreement will be October 1, 2023. This contract shall be for a term of three years from the effective date. The City and Contractor may mutuatly elect to renew this agreement for an additional three-years. The City or Contractor may otherwise terminate the Agreement at any time for convenience upon sixty (60) days' written notice. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by either party to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices.

Notices for the City shall be mailed to:

Executive Director, Finance
City of Mobile
5th Floor, South Tower
205 Government Street
Mobile, AL 36602

Notices to Contractor shall be mailed to:

ARTICLE 14. Compliance with Alabama Immigration Law
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama.

SAMPLE

Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 15. Boycotts
By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 16. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

ARTICLE 17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

ARTICLE 18. Assignment. Contractor shall not assign any of his rights or obligations under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the City.

ARTICLE 19. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

ARTICLE 20. Unenforceability of Provisions. Remainder of Contract Valid. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

ARTICLE 21. Default. A party to this Agreement shall be in default if it materially breaches any of the provisions herein or if any representation or warranty made by either Contractor or the City shall have been false or misleading in any material respect as of the date on which such representations or warranty was made, including any party's misrepresentation concerning its financial condition.

ARTICLE 22. Representations and Warranties. Both parties to this Agreement represent and warrant that each of them has the power to enter into this Agreement, that there are no unresolved claims or disputes between them, that both shall furnish true and correct financial statements, records, certifications and other information as may be reasonably requested and that in carrying out this Agreement, the parties are not knowingly in violation of any local, state or federal law related to the services provided herein.

ARTICLE 23. Force Majeure. Neither party shall be deemed to be in default on account of any Acts of God, act of a public enemy act of a superior governmental authority, major weather disturbance or any other identifiable circumstance of such a significant

SAMPLE

nature that a reasonable person would believe is beyond the control of either party to this Agreement.

ARTICLE 24. 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, _____

_____ , Its _____ (title)
On behalf of Contractor

_____ Date

Acknowledgement

The State of _____}

_____County}

I, _____, a Notary Public, in and for said County in said State, hereby certify

that _____ whose name as _____ of _____, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the _____ day of _____, 20__

(Seal) Notary Public

CITY

_____
Its Mayor

_____ Date

SAMPLE

ATTEST:

_____
City Clerk

_____ Date

Exhibits: A City of Mobile RFP and Contractor Proposal
B Liability Insurance

SAMPLE

EXHIBIT B SUBContractor, MAJOR SUPPLIER FORM – SUBMIT WITH PROPOSAL

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	
Address	
Telephone	
E-Mail	

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

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

Email: _____ Phone: _____

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 (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company_____ Your Bid/Proposal Amount $_____ Date:

_____/ _____/_____ Description_____

Name of Bidder/Proposer: _____

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

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

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

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

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

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

EXHIBIT C
PROPOSAL SUBMISSION TEMPLATE

Please include the following pages, or a reasonable facsimile thereof, with signature, and additional narrative pages, as your proposal.

Please see the main RFP document for submission due date and location.

Corporate name _____
(Please ensure your corporate name is consistent on all insurance and license documents)

Corporate point of contact for this proposal:

Name: _____ Title:_____

Email _____ Phone:_____

Corporate mailing address:

Submit a package that includes the following:

Cover Letter: Include a Cover Letter briefly describing your firm and its experience and expertise in the area of Disaster Consulting Services as required by this RFP.

Team Organization: Experience and Certifications/Qualifications. Include resumes of key persons you intend to provide services for this City project.

Past Performance: Provide summaries of Customers for whom you are providing this or similar services. Include name, a point of contact, areas in which you provide services, key challenges, and successes**.**

Plan/Approach to the Project: Indicate how you intend to accomplish the work required. Please include, at a minimum:

- Response routine throughout the year
- Mobilization processes
- Remote vs On-site service expectations
- SubContractors you intend to use (if any – prepare and submit SubContractor Plan as well)
- Software or special technical support you intend to use.

Proposed Costs: List ALL of your expected billing rates for all categories of support. Include any additional items you anticipate billing the City besides hourly rates.

Additional Information: Any additional information you believe relevant**.**

SIGNATURE

I certify that the enclosed representations are true and accurate, I am authorized to act on behalf of the indicated Proposer, that on behalf of the Proposer, I understand and am willing to be bound by the performance specifications of this proposal and the responsive submissions accompanying this document, with the following exceptions as noted: (if None, write “None” below).

_____

_____

_____

_____

_____

Proposer Corp. Name:_____

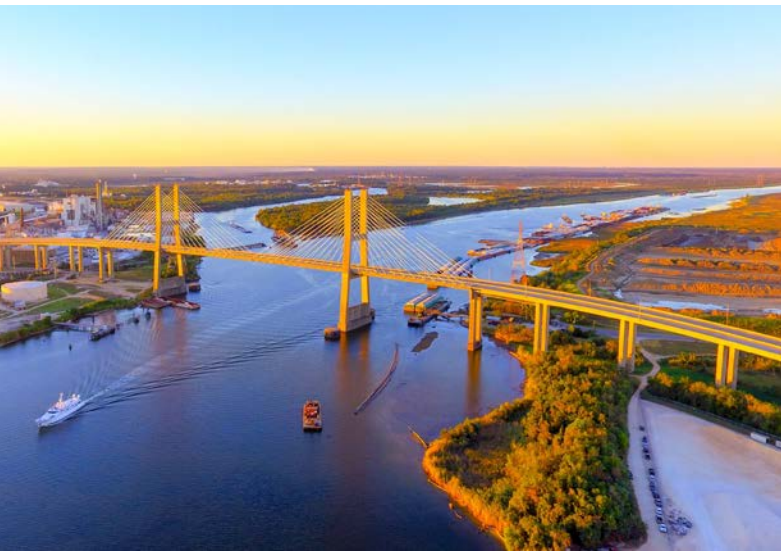
Authorized Agent Name (PRINTED):_____

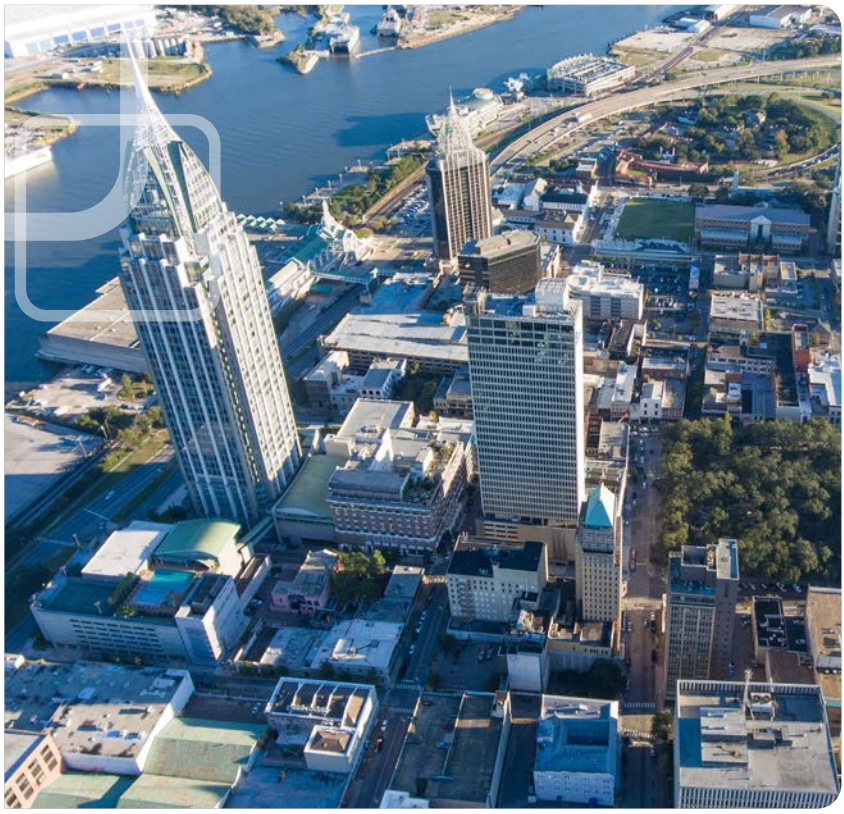
Signature:_____

Title:_____

Date: _____

TETRA TECH





Proposal for RFP NO: 5838

Disaster Management Consultant Services

City of Mobile, AL

Electronic | September 2023

EXHIBIT C
PROPOSAL SUBMISSION TEMPLATE

Please include the following pages, or a reasonable facsimile thereof, with signature, and additional narrative pages, as your proposal.

Please see the main RFP document for submission due date and location.

Corporate name Tetra Tech, Inc.
(Please ensure your corporate name is consistent on all insurance and license documents)

Corporate point of contact for this proposal:

Name: Jonathan Burgiel Title: Business Unit President

Email TDR.Contracts@tetratech.com Phone: 321-441-8500

Corporate mailing address:
3475 E Foothill Blvd
Pasadena, CA 91107

Submit a package that includes the following:

Cover Letter: Include a Cover Letter briefly describing your firm and its experience and expertise in the area of Disaster Consulting Services as required by this RFP.

Team Organization: Experience and Certifications/Qualifications. Include resumes of key persons you intend to provide services for this City project.

Past Performance: Provide summaries of Customers for whom you are providing this or similar services. Include name, a point of contact, areas in which you provide services, key challenges, and successes.

Plan/Approach to the Project: Indicate how you intend to accomplish the work required. Please include, at a minimum:

- Response routine throughout the year
- Mobilization processes
- Remote vs On-site service expectations
- SubContractors you intend to use (if any – prepare and submit SubContractor Plan as well)
- Software or special technical support you intend to use.

Proposed Costs: List ALL of your expected billing rates for all categories of support. Include any additional items you anticipate billing the City besides hourly rates.

Additional Information: Any additional information you believe relevant.

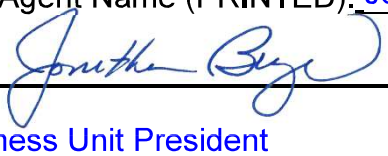
SIGNATURE

I certify that the enclosed representations are true and accurate, I am authorized to act on behalf of the indicated Proposer, that on behalf of the Proposer, I understand and am willing to be bound by the performance specifications of this proposal and the responsive submissions accompanying this document, with the following exceptions as noted: (if None, write "None" below).

None.

Proposer Corp. Name: Tetra Tech, Inc.

Authorized Agent Name (PRINTED): Jonathan Burgiel

Signature: 

Title: Business Unit President

Date: September 12, 2023

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Cover Letter

City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower
Mobile, AL 36644

September 14, 2023

Subject: **Disaster Management Consultant Services | RFP NO. 5838**

Dear Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) is honored to submit the enclosed proposal to the City of Mobile (City) to provide disaster management consultant services related to federal grant programs, including Federal Emergency Management Agency's (FEMA's) Public Assistance (PA) and Hazard Mitigation programs. We will leverage our national expertise in FEMA, U.S. Army Corps of Engineers (USACE), National Resources Conservation Service (NRCS), and other disaster recovery programs garnered from more than 1,000 engagements with state and local jurisdictions over the last 25 years.

With 22,000 employees, $4.5 billion in annual revenue, and broad capabilities, including disaster response and recovery, logistics, and infrastructure engineering, the Tetra Tech team has the staffing, financial resources, and direct experience needed to successfully complete the services requested. **Our firm offers the following qualifications:**

Strong Presence and Relationships in the State of Alabama.

Our team has responded to many Alabama communities, dating back to 2014. Our team assisted Lee County following the March 2019 tornadoes, which generated 170,000 CYs of vegetative debris and 6,000 tons of C&D debris. Additionally, our team responded to Hurricane Sally, assisting Dallas and Baldwin Counties with disaster debris removal monitoring operations. Our team hired hundreds of local field staff to oversee the removal and disposal of over 4,425,000 CYs of debris and almost 50,000 hazardous trees, leaners, hangers, and stumps in Baldwin County alone. We have also assisted several Alabama agencies with emergency preparedness, training, and exercise projects including the Alabama Department of Transportation. Tetra Tech maintains offices in the State of Alabama, including an office in Mobile. Through our local presence and regular interactions, our team has developed relationships and familiarity with many key stakeholders in the state.

National Best Practices with a Local Focus.

Tetra Tech is the nation's leading provider of post-disaster grant management, disaster debris monitoring, and engineering services. We have **more than $12 billion of experience in post-disaster grant application, administration, program management, and project delivery.** We have assisted clients in response to every major disaster occurring in the United States in the last 20 years. As a result, we are experts in FEMA reimbursement and methods for maximizing disaster grant funding. Tetra Tech's staff of disaster recovery experts have assisted communities after disasters with issues such as reimbursement costs, long-term community recovery planning, and hazard mitigation program implementation. We offer best in class integrated disaster recovery services to meet the City's needs for current and future disasters.

Immediate Response Capability.

Tetra Tech is intimately familiar with post-disaster operations in the City of Mobile. With Tetra Tech disaster response and recovery experts located throughout the State, we can stage a full-scale mobilization upon notification of award. At the height of the Camp Fire Response in California in 2018, more than 1,000 Tetra Tech staff were in the field. For the NorCal Fire response in 2017–2018, more than 800 Tetra Tech staff members were working on the field project team. As these wildfires raged on in California, Tetra Tech concurrently provided project management staff to responses for Hurricanes Harvey, Irma, and Maria. At peak, more than 6,000 Tetra Tech field staff were deployed throughout the country.

Community Driven Project Team.

With Tetra Tech's national expertise, expert partner in subcontractor Baker Donelson, and commitment to continuing efforts to locate DBEs to meet or exceed the City's subcontracting goal, our project team is experienced with grant management services and grounded in the local community. We feel that this approach provides high value to the City of Mobile in combining the resources of a large national highly diversified firm with multiple smaller firms that have extensive local experience and relationships. This approach meets the spirit of the Stafford Act in involving the community in its own recovery.

Dedicated Team of Experts with Vast Pool of Resources Available to the City.

Our goal is to work side-by-side with the City as they maximize their funding. As the City embarks on a journey to find a consultant for disaster management consulting services, it's vital that the City works with a multifaceted team that has years of experience across the spectrum of disaster response and recovery services. Having assisted clients in response to every major disaster occurring in the United States for the last two decades, no other firm in the U.S. can boast this full-service capacity, multi-disciplinary expertise, combined with economic development and infrastructure expertise as Tetra Tech. **A vital member of the Tetra Tech Team is Ms. Allison McLeary, an experienced emergency response and recovery executive with a demonstrated history of building meaningful relationships across state, federal, and local governments**. **Additionally, our proposed Project Manager, Andy Burns, is an experienced FEMA Public Assistance (PA) grants manager and assists clients with damage assessment, force account reconciliation, and project worksheet (PW) development.** Our team brings a vested interest in ensuring the success of this contract. Tetra Tech's staff of disaster recovery experts has assisted communities after disasters with issues such as emergency protective measures, infrastructure recovery, grant management, and long-term recovery planning. We offer best-in-class engineering, integrated project management, and disaster recovery services to meet the City's needs in responding to and recovering from a variety of disaster types.

Program Designed to Maximize Speed, Mitigate Risk, and Ensure Compliance.

The City of Mobile is looking for a partner that can ensure the maximum recovery funding. Tetra Tech has a proven methodology for assisting clients after large disasters that integrates proprietary technology and our standard operating procedures (SOPs) to reduce costs and expedite programs. Our commitment to the City is to deliver high-quality, audit-ready files, which allows the City to receive reimbursement of funds faster and protect from clawback of funds. Our team has progressively improved this approach when performing similar services for the City of Philadelphia, Pennsylvania; the City of Houston, Texas; Harris County, Texas; Palm Beach County, Florida; Richland County, South Carolina; and more.

Tetra Tech would be honored to serve as the City's trusted partner and are fully prepared to provide the expert-level support the City expects. For questions regarding this response, please contact me or the representatives listed below.

Technical Representative:
Ms. Allison McLeary
63 S. Royal St. Ste. 1106 Mobile, AL 36602
(321) 441-8511 | Allison.McLeary@tetratech.com

Contractual Representative:
Ms. Betty Kamara
63 S. Royal St. Ste. 1106 Mobile, AL 36602
(321) 441-8511 | TDR.contracts@tetratech.com

Sincerely,

Tetra Tech, Inc.

Jonathan Burgiel
Business Unit President – Tetra Tech Disaster Recovery

Team Organization

Tetra Tech, Inc. (Tetra Tech) was founded as an environmental engineering and technical services firm and has grown to be a worldwide leader whose employees innovate solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. Since its founding, Tetra Tech became a publicly traded company (NASDAQ-TTEK) in 1991 and now generates annual revenues of over $4.5 billion. ***Each year, Tetra Tech earns top rankings from industry trade journal Engineering News Records. We are currently ranked #4 in the list of Top 500 Design Firms.***

Company Overview

Tetra Tech was founded as a civil engineering firm by four graduates of the California Institute of Technology in 1966. Our select group of technical experts provided engineering services for waterways, harbors, and coastal areas. During these first decades, Tetra Tech completed projects that had global significance, from a groundbreaking tsunami wave study for the Atomic Energy Commission to master planning and designing coastal protection measures for Egypt's Nile River Delta.

Tetra Tech Snapshot

- **Business Organization:** Corporation
- **Stability:** 56+ years in business (founded 1966)
- **Transparency:** Publicly traded (NASDAQ:TTEK)
- **Strength:** $4.5B annual revenue
- **Employees:** 22,000 worldwide

During the 1980s, Tetra Tech met the expanding need for environmental remediation, which involved groundwater modeling, landfill closing, and restoring contaminated military and manufacturing facilities and sites. The firm completed highly visible projects on behalf of the Department of Defense, the Environmental Protection Agency, and other federal agencies, all of which launched the company to its place among the leading environmental and engineering firms in the United States.

In 1991, Tetra Tech became a publicly traded enterprise. Since its initial public offering, the company has grown substantially, expanding its markets, services, and clientele through internal growth and international acquisitions. Today, Tetra Tech is a global leader in providing engineering and technical services. The company is acknowledged for its cutting-edge expertise in sophisticated environmental analysis, modeling, and design and for delivering this expertise effectively across an entire project lifecycle.

Tetra Tech supplemented this proud history with the addition of Disaster Recovery and Emergency Management Operating Units and quickly developed into a national leader in the field of pre- and post-disaster recovery management. Our contracts with federal agencies and state and local governments are in diverse areas such as disaster recovery consulting and technical assistance; staff augmentation; community resilience; grant management; and emergency management planning and preparedness. Since 2001, following our earliest disaster response to Tropical Storm Gabrielle, our team has consistently grown its capabilities and expertise in disaster management, recovery, and consulting services.

Qualifications of Proposed Staff

Tetra Tech brings together a deeply qualified team whose expertise has been sharpened through our response to many of the largest and most complex disasters in recent U.S. history. Our team has in-depth knowledge of multiple funding programs, including the Federal Emergency Management Agency (FEMA) Public Assistance (PA) and Individual Assistance Programs, FEMA Hazard Mitigation Grant Program (HMGP), U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), National Environmental Protection Agency (NEPA), Office of Inspector General (OIG), U.S. Treasury COVID-19 appropriation, among others.

Our technical advisors have worked with and, in some cases, have served as employees of many of the federal funding agencies that will be providing federal grant support. With these relationships, critical decisions and key issues can be addressed at the highest level.

Tetra Tech's close relationships with federal agencies results in a collaborative, nonconfrontational approach. This cooperative approach results in strong working relationships, frequent discussions, fewer disputes, and a faster, more efficient recovery process that ultimately generates higher financial reimbursement to our clients. As previous and current clients will attest, our relationships with FEMA and HUD have allowed us to be strong advocates for our clients' needs and to achieve truly successful results.

We are committed to providing a **consistent and coordinated project team** to successfully complete this scope of work and affirm our ability to commence full operations immediately after notification of award.

Tetra Tech has assembled a project team with the qualifications and expertise necessary to support the City following a disaster. The individuals selected for this project not only have national expertise from having worked on every major disaster in the past decade, but also have **hands-on experience working on prior (or current) Alabama-based projects.** As a result, our staff has an in-depth understanding of how disaster response and recovery works in Alabama.

Senior Management and Advisory Team

Our senior management and advisory team will provide expert oversight and assistance at critical junctures. This team is prepared to provide both tactical and strategic guidance for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise.

Ms. Allison McLeary, Esq., will apply her program administration and policy expertise to facilitate procedural and data compliance with FEMA requirements. Ms. McLeary is an attorney and experienced emergency response and recovery executive with a demonstrated history of building meaningful relationships across all levels of government. As the **former Recovery Bureau Chief of the Florida Division of Emergency Management and Recovery Legal Counsel for Louisiana's Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)**, she offers direct, senior-level experience administering grant programming in coordination with federal, state, and local agencies.

Value Add to the City of Mobile: With 18 years of program administration and policy expertise in federal grant programs, Ms. McLeary is a level-headed expert who can guide the project team with any questions they have.

Mr. John Buri is a director of post-disaster programs for Tetra Tech, Inc., and a member of our senior management team. Mr. Buri has a thorough understanding and practical application of industry best practices and federal guidance governing such efforts including the FEMA, Hazard Mitigation Assistance (HMA), FEMA PA Program, 2 CFR 200, HUD Community Development Block Grant (CDBG)-DR and disaster funding strategies for local and state governments. Key highlights of Mr. Buri's career include work in 17 states across 8 FEMA Regions, and support to more than 100 state and local governments clients since 2004.

Value Add to the City of Mobile: Mr. Buri's 16 years of experience and representation of over $3 billion in disaster-related grants results in an expert in post-disaster funding. His attention to detail and knowledge of government intricacies ensures that the City of Mobile will have a partner that is led by someone who can optimize its resources.

Ms. Brenna Minor, AICP, is an accomplished planner and grant expert with 15 years of experience leading teams in grant program administration. She is an innovative team leader and motivator, focused on client satisfaction. Ms. Minor is a key leader in the development and implementation of business strategies during rapid growth and is an avid interpreter of policies and data used to develop procedures, meet program goals, and maximize efficiency across functional areas.

Value Add to the City of Mobile: Ms. Minor's 15 years of experience in serving as a team leader in grant program administration has provided her with experience in the full spectrum of grant management. Her experience in CDBG-DR, CDBG-MIT, CDBG-CV, FEMA, ARPA, and Coronavirus Relief Fund (CRF) projects means that she is able to coach her project teams on how to leverage multiple funding streams.

Project Team

Tetra Tech has identified a team of program staff to support the City. We have selected team members who have previous experience in similar operations. **Brief summaries of each of our team members' experience are provided below.**

Proposed Staff	Brief Introduction
Christina Hendrick, **Program Manager**	Ms. Hendrick is a seasoned grant manager with more than 14 years of experience. She has overseen more than $4 billion of FEMA and U.S. Department of Housing and Urban Development (HUD) grant funding under FEMA PA, FEMA Hazard Mitigation Grant Program (HMGP), COVID-19, and Community Development Block Grant (CDBG) programs. Ms. Hendrick has maintained oversight of Tetra Tech's most critical PA and CDBG recovery projects across 7 FEMA regions, as well as multiple COVID-19 recovery projects utilizing PA, CARES Act and other grant funding. She has served as a business

Proposed Staff	Brief Introduction
	management expert, strategic planner, and business planning leader for clients such as the City of Houston and Harris County, Texas; City of Philadelphia, Pennsylvania; Palm Beach County, Florida; Barnwell County, South Carolina; Dougherty County, Georgia; Richland County, South Carolina; Hamilton County, Tennessee; and states such as Louisiana and Massachusetts. Ms. Hendrick specializes in the technical intricacies of grant management – from budgeting and quality control to finance planning and staffing – and excels in clear communication and reporting to deliver client satisfaction.
Value Add to the City of Mobile: Ms. Hendrick's 14+ years of experience, oversight of more than $4 billion in FEMA and HUD grant funding, and supervision of critical projects across seven FEMA regions translates into a Program Manager that is prepared to make the City of Mobile's Disaster Management Consulting Services program a success. Her dedication to continuous process improvement and clear communication serves as a rock-solid foundation for the project team.	
Andy Burns, **FEMA Public Assistance**	Mr. Burns is an experienced FEMA PA grants manager and assists clients with damage assessment, force account reconciliation, and project worksheet (PW) development. Mr. Burns is familiar with project formulation: data collection and dissemination; labor; equipment; and invoice reconciliation; contract compliance review; application development, and project monitoring.
Value Add to the City of Mobile: Mr. Burns is a FEMA Public Assistance expert that is steeped in knowledge and understanding of the ins-and-outs of FEMA Public Assistance grants. He has worked with many communities of similar scope and size and understands how to work alongside City staff.	
Rose Whitehair**, FEMA Public Assistance**	Ms. Whitehair is a seasoned program manager with over 17 years of disaster and homeland security experience with 28 years in Public Safety. She has managed large-scale incidents including wildfires, hazardous chemical response, droughts, floods, and the current COVID-19 pandemic response. Her experience includes managing and closing out multi-million-dollar federal projects. She assists Tetra Tech with deciphering FEMA, ARPA Final Rule, ARPA Compliance and Reporting Guidance, Treasury OIG Reporting and Recordkeeping Requirements, COVID guidance and the recent Congressional bills, helping to clarify, interpret and lead discussions and updates in federal grant compliance.
Value Add to the City of Mobile: Mrs. Whitehair is adept at working with clients to ensure that all aspects of their grant applications are clearly submitted in totality. She boasts clear knowledge of FEMA grant guidelines and will keep the City abreast to any changes as they occur.	
Alec Rozas, **Damage Intake Support**	Ms. Rozas has four years of engineering and program expertise in the administration of the FEMA PA program on behalf of the State of Texas and Puerto Rico. She is adept at leading teams of Field Inspector Engineers executing site visits to document damages.
Value Add to the City of Mobile: Ms. Rozas' expertise in damage intake support was forged in the difficult aftermath of Hurricane Maria in Puerto Rico. As a task force lead, she managed a team's site visits and ensured that they accurately documented the damage description and assessments, laying the groundwork for successful grant applications.	
Alex Garde, PE **Damage Intake Support**	Mr. Garde is a licensed Professional Engineer with over ten years of experience in structural and civil engineering. He has experience in a wide variety of projects, including disaster recovery and international projects. Mr. Garde has extensive experience providing damage assessments, cost estimates, identifying mitigation solutions, and overall understanding of infrastructure and water projects. Most recently, Mr. Garde served as Technical Specialist Lead following the devastating effects of Hurricane Maria in Puerto Rico.
Value Add to the City of Mobile: Mr. Garde's background as a Professional Engineer and more than 10 years of experience in the field of structural and civil engineering will support the City of Mobile's damage intake support efforts. He excels at leading teams of inspectors and engineers who accurately assess and document damage.	
Reuben Meador, CPM, CSND, **Mitigation**	Mr. Meador is a highly qualified emergency management executive with approximately 19 years of expert experience working with the private non-profit sector, federal, state and local governments, to include working as a senior manager for the Federal Emergency Management Agency. Mr. Meador possess a firm grasp of the 44 CFR/2 CFR, the Stafford Act, as well as HUD related disaster recovery and mitigation programs to meet the emergency preparation and disaster recovery business needs of communities on a small and large scale. He is a dedicated leader that provides regulatory knowledge needed to deliver successful outcomes. Mr. Meador works directly with government leaders assisting them with high level decisions that directly affect the administration and delivery of most federal grant programs.
Value Add to the City of Mobile: Mr. Meador has extensive experience related to disaster recovery and mitigation programs to best support our clients as they recover from catastrophic events.	
Nick Dimassimo, **Mitigation**	Mr. DiMassimo has 5 years of combined work and research experience in hazard mitigation projects, environmental science, and sustainability. He currently serves as a Mitigation Specialist submitting

Proposed Staff	Brief Introduction
	applications for clients across the State of Florida. Mr. DiMassimo has an in-depth understanding of HMGP eligibility requirements, which he uses to assist clients in applying for HMGP project funding.
Value Add to the City of Mobile: Mr. Dimassimo's deep understanding of eligibility requirements and knowledge of the intricacies of grant application process will ensure that the City of Mobile is supported beyond the initial recovery period.	
Meridith Sanders, **Procurement and Appeals**	Ms. Meridith Sanders is a financial recovery and management professional with a wide range of experience throughout her 10-year career. She evaluates existing contracts for FEMA Public Assistance 2 CFR 200 compliance and advises accordingly to reduce the risk of deobligation. Ms. Sanders successfully advocates for clients, through the draft and submission of both first and second appeals. She monitors new guidance related to disaster cost recovery and disseminates guidance to clients. She also conducts applicant timesheet reviews and the creation of force account labor, material, and equipment summaries. Most recently, she assisted clients from Miami to Anchorage with completing FEMA Public Assistance (PA) Project Worksheets for categories A-G in response to hurricanes, earthquakes, and COVID-19. Ms. Sanders has a background in business management, with experience in process management, finance, and risk management.
Value Add to the City of Mobile: Ms. Sanders' overarching knowledge of FEMA Public Assistance 2 CFR 200 compliance will ensure that applicants' packages are thoroughly prepared and ready to withstand the review process. She successfully and calmly advocates for clients and applicants throughout the entire grant application process.	
Mike Schaub, **Public Assistance Closeout**	Mr. Schaub has over 20 years of experience in homeland security, disaster recovery, and intelligence, managing resources, personnel, and planning and processes in both large and small-scale disasters. Mr. Schaub maintains excellent critical thinking, analytic skills, and effective communication. He is a 2019 graduate of FEMA's CHDS graduate program. Mr. Schaub has extensive experience with executive management of project nomination, planning, and execution of public assistance and hazard mitigation projects, and has provided direct support to over 40 counties and cities in recovery and mitigation efforts in post flood and wildfire phases. Additionally, Mr. Schaub has international training experience, including serving as advisor to the Iraqi Air Force and extensive travel and interaction with Latin American militaries. Mr. Schaub also maintains skills in training and mentoring.
Value Add to the City of Mobile: The closeout period of the grant application process involves monitoring of work completing, reconciling final costs, and closing out subgrants – all of which require a high level of attention to detail. Mr. Schaub has more than 20 years of experience working with the federal government and, as a graduate of FEMA's CHDS program, is keenly aware of how FEMA operates.	
Tricia Rowan, **Public Assistance Closeout**	Ms. Tricia Rowan is a highly experienced project manager with a proven track record in disaster recovery and emergency management. She currently serves as Deputy Project Manager at Tetra Tech's Disaster Recovery Unit, where she leads program management and client liaison for $276 million in CRF projects. In this role, she provides technical assistance to clients, performs eligibility reviews, and manages a team of FEMA PA consultants. Prior to this role, she worked as Government Analyst at the Florida Governor's Office of Policy and Budget, where she assisted in program management of the State of Florida's CRF allocation of $5.8 billion and provided training and technical assistance to State Agencies. She also served as Compliance Program Manager and Contract Manager at the Florida Division of Emergency Management, where she gained experience in managing multimillion dollar grant management and staff augmentation contracts.
Value Add to the City of Mobile: Ms. Rowan's expertise with FEMA's Public Assistance grants has garnered her nearly a decade of experience. From overseeing more than a quarter billion in CRF funds with Tetra Tech to working in a state-run emergency management department, Ms. Rowan has the background of ensuring a seamless closeout for applicants.	
Trevor Whitton, **Insurance**	Mr. Trevor Whitton is a seasoned emergency management expert, with over nine years of experience in FEMA Public Assistance. Mr. Whitton has managed FEMA and HUD-funded projects across the country, including Florida, Louisiana, Missouri, and New York, for both local and state-level government entities. In addition to disaster grant management, Mr. Whitton has in-depth experience with insurance cost recovery and claims litigation.
Value Add to the City of Mobile: Mr. Whitton is an expert in the insurance side of grant management, advocating for and managing projects for the City.	
Jorge Solis, **Insurance**	Mr. Solis is a business professional with over 10 years of professional work experience in fast paced business environments, including more than 7 years of specializing in insurance and federal disaster management. He is a Subject Matter Expert in federal policy, rules, regulations, grant management, consulting state agencies, and providing economic development to local governments during declared disasters.

Proposed Staff	Brief Introduction
Value Add to the City of Mobile: With a deeply rooted understanding of disaster management and insurance, Mr. Solis has the insight and knowledge of how to guide the City through the insurance process.	
Wendy Huff Ellard, **Appeals and Arbitration** *Baker Donelson*	Ms. Ellard maintains a national regulatory practice focused on disaster recovery, government contracting and public policy. She has extensive experience with the intricacies of the Robert T. Stafford Disaster Recovery and Emergency Assistance Act and regularly represents public and not-for-profit entities, contractors and industry associations to support grant eligibility and federal procurement compliance. Ms. Ellard has devoted more than 16 years almost exclusively to assisting clients with the legal and policy issues associated with disaster response and recovery. During this time, she has represented varying stakeholders and gained insight from different perspectives. Her unique knowledge and awareness of prior policy applications and interpretations applicable to the recovery process contributes to the effective, efficient approach she brings to her practice.
Value Add to the City of Mobile: Tetra Tech and Baker Donelson have partnered together several times to much success of our clients. As the leading disaster recovery administrative and regulatory law firm, Baker Donelson brings a team that has hands-on experience with FEMA. Ms. Huff Ellard is poised to assist with any appeals and arbitration needs that occur.	

Subcontractors

Tetra Tech seeks opportunities to work with small, women-owned, minority-owned, and disadvantaged business enterprises (DBE) where specific and individual capabilities complement our own for the benefit of the successful completion of a project. **We are committed to meeting the 15% DBE participation goal for this project.**

While Tetra Tech is a large, multi-national firm with sufficient resources to complete most any project, we are committed to upholding the requirements for contracting with local businesses and small, minority-owned, and/or women-owned businesses included within 2 CFR 200.321 and within the City's RFP.

Tetra Tech receiving the City of Houston Goods and Services Prime Contractor of the Year Award at the 6th Annual Champions of Diversity Awards Ceremony.

As evidence of the Tetra Tech Disaster Recovery division's commitment to local and minority participation in our projects, in February 2019, Tetra Tech received the City of Houston Goods and Services Prime Contractor of the Year Award at the 6th Annual Champions of Diversity Awards Ceremony. Tetra Tech is honored to be selected for such award, and it demonstrates our commitment to work with minority, women, small, and disadvantaged business enterprises.

Most recently, Tetra Tech Tetra Tech received the 2022 Dwight D. Eisenhower Award for Excellence in the Services Category for our effective small business subcontracting programs. The award recognizes large U.S. prime contractors that have excelled with their small business subcontracting programs by creating optimal opportunities for use of small businesses in all socioeconomic categories. The award was presented during the U.S. Small Business Administration's (SBA) National Small Business Week's virtual award ceremony on May 5, 2022.

Tetra Tech does not discriminate on the basis of social and economic disadvantage, race, color, sex, gender, disability, or national origin. Tetra Tech agrees to use its best efforts to fully comply with the City supplier diversity subcontracting requirements, including meeting the 15% percent DBE participation contract goal and complying with the DBE reporting requirements outlined in this RFP. **We have a history with a number of firms located in the City and throughout Alabama and are committed to continuing efforts to find DBEs to meet or exceed the City's subcontracting goal. The completed Exhibit B is on the following page.**

EXHIBIT B **SUBContractor, MAJOR SUPPLIER FORM – SUBMIT WITH PROPOSAL**

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	Tetra Tech, Inc.
Address	63 S. Royal St., Ste. 1106 Mobile, AL 36602
Telephone	321-441-8500
E-Mail	TDR.Contracts@tetratech.com

RFP/RFQ Solicitation Number	RFP Number: 5838
Project Description	Disaster Management Consulting Services
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 14,052 Female 8,004 Minority 4,637 Non-minority 4,637 SDVO 639 Total #of Employees 22,056

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jonathan Burgiel

Signature: _____ Date: 9/12/2023

Title: Business Unit 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: Betty Kamara Title: Contracts Representative

Email: TDR.Contracts@tetratech.com Phone: 321-441-8500

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Tetra Tech, Inc. Your Bid/Proposal Amount $ TBD Date: 09 / 12 / 2023 Description Disaster Management Consulting Services

Name of Bidder/Proposer: Tetra Tech, Inc.

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

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

Although Tetra Tech has not yet found sufficient DBEs to provide subcontracting or supplier services, Tetra Tech is committed to continuing its efforts to find DBEs to meet or exceed the City's subcontracting goal.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Tetra Tech, Inc.

Contact Person: Jonathan Burgiel, Business Unit President Phone 321-441-8500 Email TDR.Contracts@tetratech.com

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

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
N/A		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**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.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

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

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.

X Could not find sufficient DBEs to provide subcontracting or supplier services. Although Tetra Tech has not yet found sufficient DBEs to provide subcontracting or supplier services, Tetra Tech is committed to continuing its efforts to find DBEs to meet or exceed the City's subcontracting goal.

X 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. _____

Although Tetra Tech has not yet found sufficient DBEs to provide subcontracting or supplier services, Tetra Tech is committed to continuing its efforts to find DBEs to meet or exceed the City's subcontracting goal.

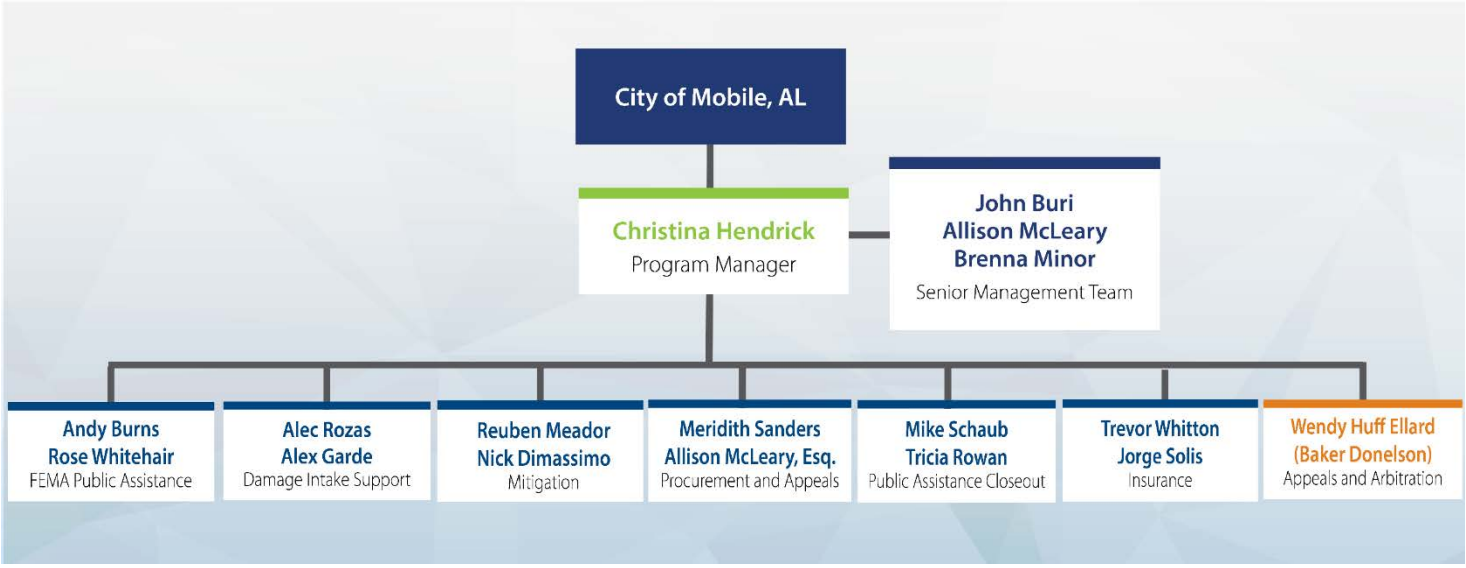
Baker Donelson – Legal Support

For more than 130 years, Baker Donelson has built a reputation for achieving results for clients on a wide range of legal matters. Baker Donelson commits to a deep understanding of a client's operations, to enable them to anticipate clients' needs and assist in their decision-making processes. Their unique approach to providing legal and policy services is enabled by their extensive support structure. As the 82nd largest law firm in the U.S., Baker Donelson gives clients access to a team of more than 650 attorneys and public policy advisors representing more than 30 practice areas, all seamlessly connected across 22 offices to serve virtually any legal and policy need.

Baker Donelson is a leader in disaster recovery administrative and regulatory law and has a unique status as the nation's only law firm with a demonstrated focus and long-term devotion to disaster recovery. The Baker Donelson team includes a former general counsel of FEMA who supervised up to 35 attorneys; the former Associate Chief Counsel of Response and Recovery for FEMA's Regional and Field Offices; the lead attorney for our 16+ years of work with the Mississippi Emergency Management Agency (MEMA); a former executive counsel of the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP); among others. They are able to scale to any need through use of their fully integrated platforms, and multiple team members from our office in Birmingham, Alabama as well as multiple offices located nearby in the neighboring Gulf-coast states of Mississippi, Florida, and Louisiana.

Organizational Chart

Tetra Tech has provided the proposed program organizational chart for this project below.



Resumes

Tetra Tech has provided resumes for key staff on the following pages.

TETRA TECH

Allison McLeary, Esq.

Senior Management Team

18 YEARS OF EXPERIENCE

Areas of Expertise

- Disaster Response & Recovery
- Grant Administration
- Stafford Act Compliance
- Alternative Procedures

Grant Experience

- FEMA Public Assistance
- CARES Act
- USDA Agriculture Recovery Block Grants
- HUD CDBG
- ARPA

Education

Auburn University, Bachelor of Arts, March 2000

Louisiana State University- Paul M. Hebert Law Center, Juris Doctorate, May 2004

Louisiana State University- Paul M. Hebert Law Center, Bachelor of Civil Law, May 2004

EXPERIENCE SUMMARY

Ms. Allison McLeary is an experienced emergency response and recovery executive with a demonstrated history of building meaningful relationships across all levels of government. As former Recovery Bureau Chief of the Florida Division of Emergency Management, she offers more than 3 years of direct experience administering grant programming throughout the State of Florida. She also served as **Recovery Counsel for the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP).** She is a steadfast advisor in planning for, responding to, and recovering from challenges and disasters.

RELEVANT EXPERIENCE

Director, Disaster Recovery Programs (March 2021 – Present)

Tetra Tech, Inc.

Ms. McLeary serves as Director of Disaster Recovery Programs, providing policy guidance and program support. Ms. McLeary is an expert in FEMA policies, building and maintaining relationships with FEMA representatives. She analyzes policy and provides policy guidance to clients. She supports the Tetra Tech team to build programs that align with federal expectations and comply with client/federal requirements. She maximizes operational efficiencies by analyzing individual projects with a holistic lens, leveraging best practices from Tetra Tech debris management operations throughout the Nation. Additionally, Ms. McLeary coordinates relationships with funding agencies and local partners to streamline project operations.

Recovery Bureau Chief (March 2020 – February 2021)
Compliance and Appeals Officer (December 2018 – February 2020)

Florida Division of Emergency Management

- Administered all FEMA Stafford Act programs for the State of Florida ($9.8+ Billion over 26 federally declared events under management)
- Validated and Paid through FDEM an unprecedented $4.1 Billion in Recovery funds in the period January 2019-February 2021, including $2.7 Billion in PA and over $300 Million in USDA Agriculture Recovery Block Grants
- Developed and implemented the State strategy for $1.275 Billion in CARES-Coronavirus Relief Fund payments to 55 medium and small counties. ($1.07 Billion validated and paid June 2020-February 2021)
- Served as Alternate Governor's Authorized Representative and Deputy State Coordinating Officer for all FEMA declared events in Florida
- Created a comprehensive FEMA PA Compliance program, including risk assessments, monitoring, and technical assistance and programmatic guidance tailored to address specific compliance risks

Recovery Legal Counsel (January 2017 – November 2018)

Louisiana Governor's Office of Homeland Security and Emergency Preparedness

- Served as Recovery counsel- advising on all matters of emergency management and whole community Recovery
    - Programs included FEMA/Stafford Act programs and HUD-Community Development Block Grants (CDBG-DR)
- Audit liaison to US Department of Homeland Security- Office of Inspector General and FEMA
- Developed and delivered a comprehensive outreach and education technical assistance strategy to grant subrecipients in Louisiana

FirstNet Program Manager (February 2015 – January 2017)

Louisiana Division of Administration, Office of Technology Services

- Oversaw a team effort to identify needs, preform gap analyses, and plan for the buildout of the State's portion of the Nationwide Broadband network, known as FirstNet.
- Identified the needs and expectations of the State's 62,000+ first responders and worked with the US Department of Commerce and the FirstNet Authority to include those inputs in the $7 Billion RFP for the buildout and operation of the FirstNet network.

State Police Legal Counsel (August 2003 – May 2013)

Louisiana Department of Public Safety and Corrections, Louisiana State Police, Office of Legal Affairs

- Counsel to State Police on matters of policy, operations, public records law, personnel management, emergency management/crisis response, and investigations
- Served as legislative liaison and helped draft numerous bills and testified in committee on several measures including revisions to the electronic surveillance framework and the regulation of private security, and the role of volunteers in emergency response.
- Represented the Louisiana Oil Spill Coordinator's Office and was assigned Attorney Supervisor throughout the response to the Deepwater Horizon event
    - Led a multi-agency team of in house, state agency lawyers in the early days of the disaster
    - Coordinated efforts among state agency counsel to ensure that necessary inputs needed for the response, damage assessment and claims under the Oil Pollution Act of 1990, Clean Water Act and other applicable federal and state laws were supported.

TETRA TECH

John Buri

Senior Management Team

16 YEARS OF EXPERIENCE

41 DISASTER DECLARATIONS

$3B DISASTER RELATED GRANTS

Areas of Expertise

- DAMAGE ASSESSMENT
- POLICY AND PROCUREMENT
- DEBRIS MANAGEMENT
- DISASTER HOUSING
- GRANT APPLICATION DEVELOPMENT
- GRANT ACCOUNTING SYSTEMS
- AUDIT PROCESS
- CLOSEOUT PROCEDURES

Disasters

4245 TX FLOOD
4241 SC FLOOD
4240 CA WILDFIRE
4223 TX FLOOD
4222 OK FLOOD
4193 NAPA EARTHQUAKE
& SEVERAL MORE

Grant Experience

- FHWA-ER PROGRAM
- HUD CDBG-DR
- FEMA PA
- FEMA 404 HMGP
- FEMA HMA

Education

Texas State University
Master of Arts, Public Administration, 2002

The University of Texas
Bachelor of Arts, Government, 2000

EXPERIENCE SUMMARY

Mr. John Buri is a director of post-disaster programs for Tetra Tech, Inc., and a member of our senior management team. Mr. Buri has a thorough understanding and practical application of industry best practices and federal guidance governing such efforts including the Federal Emergency Management Agency (FEMA), Hazard Mitigation Assistance (HMA), FEMA Public Assistance (PA) Program, 2 CFR 200, HUD CDBG-DR and disaster funding strategies for local and state governments. Key highlights of Mr. Buri's career include:

- **16 years of experience:** Working with mitigation, emergency management planning, response, and recovery operations
- **$3 billion:** His work has represented over $3B in disaster related grants.
- **22 Disaster Declarations:** Performed in roles of project manager or principal-in-charge
- **$142 million:** Served as program manager for $142M in buyout /elevations
- **41 Total Disaster Declarations:** Worked on projects in either a project manager, principal in charge or support role.
- **17 States:** Worked in 17 states across 8 FEMA Regions
- **100 clients**: Mr. Buri has worked for over 100 state and local governments clients since 2004
- **39 national and state-level conference speaking engagements:** He is a nationally recognized speaker on disaster recovery and preparedness topics, presenting at the National Hurricane Conference, National Hazardous Materials Management Association Annual Conference, Solid Waste Association of North America Annual Conference (WasteCon), Maryland Emergency Management Association Conference, Government Finance Officers Association Conference, Texas Homeland Security Conference, North Carolina Emergency Management Conference, and the National Forum for Black Public Administrators Conference.

RELEVANT EXPERIENCE

Program Manager (2008, 2015, 2017)

City of Houston, Texas | Multi-Year Emergency Management and Disaster Recovery Services

- Managed emergency responses to major disasters including Hurricane Ike in 2008 (DR-1791), Memorial Day flood in 2015 (DR-4223), Tax Day flood in 2016 (DR-4269); and Hurricane Harvey 2017
- Following each disaster, coordinated with FEMA, Texas Division of Emergency Management (TDEM), USACE, Texas Commission on Environmental Quality (TCEQ), city departments, elected officials, congressional offices and volunteer groups to coordinate field activities, damage site inspections, eligibility reviews, and audits
- Managed planning team for 5 task orders under the DHS' Regional Catastrophic Planning Initiative Grant and Urban Area Security Initiative grant allocated to the City of Houston Office of Homeland Security

- Program manager for the City's flood resilience initiative in supporting the City's Flood Czar conducting damage analysis, mitigation project identification and identification of grant opportunities.

Performance and Task Manager

Various Clients - US | Hazard Mitigation Grant Program

- Overall responsibility for the management and performance of task orders supporting $90+ in HMGP Grant applications across Texas, Georgia, Florida, South Carolina and North Carolina.
- Developed processes and implementation strategies for outreach, intake and verification for 100 elevations and 200 acquisition/demolitions.

Program Manager (2008-2016)

Montgomery County, Texas | Multi-Year Emergency Management and Disaster Recovery Services

Mr. Buri managed emergency responses to multiple major disasters including Hurricane Ike in 2008 (DR-1791) and two floods in 2016 (DR-4269 and DR-4272). He directed various task orders following disasters including project formulation, technical assistance on the PA grant program, conducting substantial damage estimation of 250 flooded properties, data collection for PA grant program and grant application for FEMA FMA grant program. He served as the client point of contact, prepared cost and technical task order proposals, assigned resources, reviewed deliverables, and tracked costs and schedules to ensure compliance with statements of work and approved budgets

Subject Matter Expert/Senior Management Oversight (October 2015 to Ongoing)

Richland County, South Carolina | Public Assistance Consulting

Mr. Buri has been an integral part of Tetra Tech's Richland County disaster recovery team assisting the Project Manager and consultants with obtain data, policy interpretation and general grant consulting. Mr. Buri has focused his time assisting with navigating the on-going challenges associated with dam reconstruction, road damage restoration and long term recovery.

Program Manager (May 2015 – 2016)

Hays County, Texas | Full Services Disaster Grant Management Consulting and Debris Management | May 2015 (DR 4223) and October 2015 Floods (DR-4245)

Mr. Buri is currently leading the Tetra Tech team supporting Hays County following two (2) major disaster declarations in 2015 including the May Memorial Day Flood and October All-Saints Day Flood that . This includes providing technical assistance to County leadership regarding FEMA PA, HMGP and CDBG-DR grant programs.

Subject Matter Expert/Senior Management Oversight (May 2015-Ongoing)

City of Houston, Texas | Disaster Debris Monitoring and Public Assistance Consulting

Following the May 2015 Memorial Day Flood in Houston, Mr. Buri worked closely with the City of Houston's Disaster Recovery team on debris and FEMA reimbursement related issues. Mr. Buri developed operational plans, press releases, USACE/FEMA coordination, and daily progress reports along with contractor and force account labor documentation for submission to FEMA.

Senior Management Oversight (February 2014-May 2014)

Counties of Barnwell; Colleton; Dorchester; Hampton; Sumter, South Carolina; City of Sumter, South Carolina; City of Augusta, Georgia | Winter Storm Pax Disaster Debris Program Management

Following the destructive effects of Winter Storm Pax in February 2014, our team was tasked with providing disaster debris program management to numerous communities in the States of South Carolina and Georgia. Mr. Buri was instrumental in the immediate deployment of our team and is currently overseeing all disaster recovery operations, including leaner and hanger removal. In addition, Mr. Buri is currently working with each community to ensure that all eligible reimbursement is captured and documented.

Program Manager (2013)

Boulder County, Colorado | Disaster Grant Management Consulting

- Overall responsibility for the management and performance of our task order for $8M in consulting services associated with the administration and documentation to support disaster grants
- Managed the grant administration of $300M in FEMA PA, FEMA HMGP, FHWA-ER, NRCS-EWP and HUD CDGB-DR recovery grants following the front-range floods.
- Coordinated recovery efforts between the County, USACE, NRCS, FEMA, Colorado Department of Local Affairs (DOLA), Colorado Division of Homeland Security and Emergency Management (DHSEM), Colorado Department of Transportation, Town of Lyons and Jamestown, internal county departments and elected officials.
- Facilitated strategic planning meetings with community stakeholders to identify long term recovery initiatives.

TETRA TECH

Brenna G. Minor, AICP

Senior Management Team

15 YEARS OF EXPERIENCE

Areas of Expertise

Program Operations & Administration

Housing Applicant Intake

CDBG and CDBG-DR Regulations

CDBG-MIT

Coronavirus Relief – FEMA, CRF and CDBG-CV

Davis-Bacon Compliance

Document Management

Eligibility Review

Hiring, Training and Development

Policy Analysis and Interpretation

Regulatory Interaction

Reporting

Technical Assistance

Key Training/Certifications

American Institute of Certified Planners (AICP) Certification

State and federal trainings including: Fair Housing, Uniform Relocation Act, Environmental and Procurement regulations

Education

Tufts University, Master of Arts in Urban and Environmental Policy and Planning, 2007

Boston University, Bachelor of Arts in Political Science, 2005

EXPERIENCE SUMMARY

Ms. Minor is an accomplished planner and grant expert with 15 years of experience leading teams in grant program administration. She is an innovative team leader and motivator, focused on client satisfaction. Ms. Minor is a key leader in the development and implementation of business strategies during rapid growth and is an avid interpreter of policies and data used to develop procedures, meet program goals, and maximize efficiency across functional areas.

In her current role, Ms. Minor provides guidance to state and local governments on housing and other programs funded by CDBG-DR, CDBG-MIT and COVID-19 programs as communities seek to assist residents recovering from disasters. She also leads teams in the implementation and management of disaster recovery housing programs.

Ms. Minor has served as program manager for the preparation and implementation of over $5 billion in disaster recovery and community development projects, including with the Texas General Land Office's (GLO) Hurricane Harvey Community Development Block Grant-Disaster Recovery (CDBG-DR) programs and the Puerto Rico Department of Housing Hurricanes Maria and Irma CDBG-DR and MIT programs. She provides subject matter expertise, policy review and analysis, SOP development, and hires specialized personnel for key project management positions.

RELEVANT EXPERIENCE

Practice Lead (May 2020 – Present)

Tetra Tech, Inc. | Austin, TX

As the HUD practice lead for Tetra Tech Disaster Recovery, Ms. Minor leads teams and provides subject matter expertise to government clients implementing federal grant programs. She currently works with CDBG-DR, CDBG-MIT, CDBG-CV, FEMA, ARPA, and Coronavirus Relief Fund (CRF) projects. Her duties include researching and providing guidance on policies, implementing project management systems, developing action plans and applications, and communicating regularly with clients.

Project Executive (October 2022 – Present)

Puerto Rico Department of Housing | CDBG-DR Housing Program

Ms. Minor oversees Tetra Tech's implementation of the Home Repair, Reconstruction or Relocation program which affected residents with housing recovery following the devastation of hurricanes Maria and Irma.

Puerto Rico Department of Housing | CDBG-DR City Revitalization Program

Ms. Minor led the startup of the multi-sector City Revitalization Program which assists local municipalities in Puerto Rico with spending housing, infrastructure and economic development funding post-hurricane.

Virgin Islands Housing Finance Authority | CDBG-DR Electrical Grid Action Plan

Assisted the Virgin Islands Housing Finance Authority with developing programs and projects in for their $64 million CDBG-DR allocation from HUD.

Metropolitan Development & Housing Authority | CDBG-DR/MIT Housing Action Plan

Oversaw a team developing the Metropolitan Development & Housing Authority programs and projects for their $10 million CDBG-DR/MIT allocation from HUD.

Senior Program Manager (March 2021 – January 2022)

Various Clients | Emergency Rental Assistance Program

Develop policies and procedures, interpret Treasury guidance and lead project management teams in the implementation of ERA programs totaling more than $1 billion in assistance.

- State of Texas ERA program management – over 20,000 applicant files reviewed to-date
- City of Philadelphia ERA technical assistance
- Fort Bend County, Texas COVID-19 relief appeals processing
- Leon County, Florida ERA program management
- Broward County, Florida ERA program management

Senior Advisor (June 2020 – June 2021)

U.S. Virgin Islands | CDBG-MIT Action Plan

Assisted the Virgin Islands Housing Finance Authority with developing programs and projects in the areas of housing, infrastructure, economic development, and public services for their $774 million CDBG-MIT allocation from HUD. Led a team drafting the CDBG-MIT Action Plan which was submitted to HUD and approved.

ADDITIONAL EXPERIENCE

Senior Vice President and Vice President (January 2011 – October 2019)

GrantWorks, Inc.

Ms. Minor formulated and implemented the firm's strategies and policies as a member of executive team, including strategies for maintaining success during rapid growth from 60+ employees to 160+ employees in a 1-year period. Ms. Minor established relationships, developed proposals, and negotiated and managed contracts.

As Vice President, Ms. Minor led the functions of the largest department in the company implementing federal and state grant programs for local governments, the majority of which were CDBG and CDBG-DR funded. She developed organizational tools and strategies to ensure projects were completed on time; conducted employee reviews and made staffing decisions; and interpreted government publications and regulations as they pertain to project implementation and disseminated new information to a team of 20+ project managers that later grew to more than 50. Ms. Minor also developed internal policies and procedures and grew teams in new areas of grant management, such as FEMA programs.

Director of Community Development (December 2009 – July 2011)

GrantWorks, Inc.

Ms. Minor provided technical assistance in preparing hundreds of Community Development applications for CDBG and CDBG-DR infrastructure projects. She developed processes and forms to streamline project management and incorporate staff comments and coached project managers on maintaining productive relationships with clients, engineers, and state agencies. She provided continuous support, technical assistance, and training for project management staff and served as company liaison with clients and key stakeholders. Ms. Minor also attended trainings and webinars with project managers in order to hone program knowledge and maintain certifications.

Project Manager (August 2007 – December 2009)

GrantWorks, Inc.

Ms. Minor managed 50+ Community Development Block Grant (CDBG) infrastructure projects for Texas communities. She worked directly with local government officials, project engineers, and staff members of state agencies and managed financial and technical project requirements to meet strict state and federal thresholds. Ms. Minor conducted public hearings and presented comments to local governments. She also prepared and submitted project paperwork, such as contract amendments, Davis-Bacon compliance documents, environmental studies, invoices, budget modifications and project completion reports.

GIS Specialist and Graduate Assistant (August 2005-May 2007)

Tufts University

Ms. Minor was a graduate assistant to the Urban and Environemntal Policy and Planning program at Tufts University. She also served as a GIS specialist for the Tufts GIS Labaratory.

TETRA TECH

Christina R. Hendrick, MPA, PMP

Program Manager

14+ YEARS OF EXPERIENCE

77 DISASTERS

$6B GRANT FUNDING

Areas of Expertise

Program Design / Implementation

Grant Administration

Business Planning

Project Budgeting & Accountability

Reimbursement Maximization

Process Engineering

State and Federal Regulations/Policies

Process Improvement

Resource Management

Grant Experience

FEMA PA AND FEMA HMGP

CDBG

CARES Act

Key Training/Certifications

Project Management Professional (PMP)

Education

Louisiana State University
Master of Public Administration, 2011

Louisiana Tech University Bachelor of Liberal Arts, Political Science/Pre-Law and English, 2006

EXPERIENCE SUMMARY

Christina Hendrick is a seasoned grant manager with more than 14 years of experience. She has overseen more than **$4 billion** of Federal Emergency Management Agency (FEMA) and U.S. Department of Housing and Urban Development (HUD) grant funding under FEMA Public Assistance (PA), FEMA Hazard Mitigation Grant Program (HMGP), COVID-19, and Community Development Block Grant (CDBG) programs.

In her current role as a Deputy Director for financial recovery services, Ms. Hendrick has maintained oversight of Tetra Tech's most critical PA and CDBG recovery projects across **7 FEMA regions**, as well as multiple COVID-19 recovery projects utilizing PA, CARES Act and other grant funding. She has served as a business management expert, strategic planner, and business planning leader for clients such as the City of Houston and Harris County, Texas; City of Philadelphia, Pennsylvania; Palm Beach County, Florida; Barnwell County, South Carolina; Dougherty County, Georgia; Richland County, South Carolina; Hamilton County, Tennessee; and states such as Louisiana and Massachusetts.

Ms. Hendrick specializes in the technical intricacies of grant management – from budgeting and quality control to finance planning and staffing – and excels in clear communication and reporting to deliver client satisfaction.

RELEVANT EXPERIENCE

Tetra Tech, August 2017 – Current

Deputy Director of Financial Recovery Services

- Directly manages program managers spanning 7 FEMA regions, providing guidance and direction on PA, Individual Assistance, HGMP, CDBG, 404, 406 and 428 mitigation programs from Alaska to Puerto Rico.
- Maintains oversight of project operations across financial recovery practice nationwide, including management of budget, contracts, task orders, staffing, implementation, and compliance.
- Create Standard Operating Procedures and process improvements for all projects across the practice.
- Management and oversight of approximately 50 projects from small recovery operations to $35 million budget operations.
- Ensure adherence to project accountability and revenue recognition as well as verifying the audit process.
- Maintain expert knowledge of state and federal regulations to provide feedback and improvement suggestions to governing entities, such as FEMA, HUD, U.S. Treasury, and other grant funding agencies.
- Create and foster long-term client relationships.

Disaster Recovery Management Consultant – City of Houston, Texas

- Oversaw the technical team completing project worksheets (PWs) for estimated expenditures associated with Categories A and B totaling $360 million.
- Created standard operating procedures for site inspection, project formulation, grant management, and closeout processes.
- Oversaw technical teams conducting site inspections for infrastructure projects.
- Managed and tracked federal funds and activities through the New Delivery Model to submit up to $2.1 billion in infrastructure funds.

- Oversaw day-to-day operations, subcontractor staff, and subject matter experts, implementing the program and interpreting rules and guidelines for the best remedy in place for each situation.
- Led project teams responsible for collecting data from City of Houston departments in the project formulation process for the recovery project.
- Ensured adherence to project accountability and revenue recognition as well as verified the audit process.
- Led financial tracking of all project activities to remain in compliance with Federal and contractual requirements.

Program Manager (CRF-Treasury and FEMA Grant Management) – City of Philadelphia, Pennsylvania

- Provides consulting services to the City in response to the COVID-19 emergency regarding current and future available funding and cost recovery sources from state and federal agencies.
- Reviews investment justifications and Scopes of Work for projects requested by City of Philadelphia departments for inclusion in the COVID-19 Spend Plan.
- Provides procurement support to the City for active and future COVID-19 related procurements by reviewing applicable documentation for compliance with Federal, State, and Local requirements specific to the Grant/Fund selected for the project.
- Liaises with City leadership to collect and review COVID-19 costs and relevant documentation submitted by departments and review/reconcile relevant project documentation for compliance with selected Grant/Fund source and submit Compliance Memorandum deliverables outlining potential reimbursement pitfalls and corrective action.
- Oversees auditing of cost data (time sheets, project specific costs, outgoing payments to funding recipients (residents, businesses) to ensure all activities have been performed to follow City project SOPs and guidelines to avoid fraud, waste and abuse of funds.

Deputy Director, Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) | Multiple Disasters – Baton Rouge, Louisiana

- Disaster Recovery Program Management consultant leading PA Recovery for multiple Disasters declared within the state of Louisiana.
- Direct and manage project team, providing guidance and direction on PA, performing cost analysis determinations for completed work, insurance review and reconciliation as well as eligibility reviews for management cost associated with implementing approved projects.

Deepwater Horizon Economic and Property Damages Settlement Program, August 2012 - August 2017

Federally appointed Senior Executive in charge of the Subsistence Program and Program Manager of IT Vendors for the Deepwater Horizon Economic and Property Damages Settlement Agreement, the largest class action settlement of its type in history.

Director of Subsistence Programs (Economic and Property Damage Claims), New Orleans, LA

- Created and Implemented Subsistence Program across 7 states (Alabama, Florida, Louisiana, Mississippi, New York and Virginia), 9 vendors, 70 managers (attorneys and analysts) facilitating the compensation of over $460 million dollars to fisherman and hunters for their losses resulting from the oil spill in April of 2010.
- Negotiated policies at Panel Hearings with the parties, vendors, and Claims Administrator staff.
- Administered and monitored awards, as well as monitoring and evaluating program participants. Eliminated inefficiencies among claimant submissions and program processes with all pro se claimants and law firms within the program.
- Appointed to the Court Approved Data Retention Team to interpret and executed court ordered data retention policies and processes.

Program Manager of IT Vendors, New Orleans, LA

Directed all IT vendors within the Deepwater Horizon Economic and Property Damages Settlement Agreement implementing best practices for change management, cost control, IT asset management and IT vendor management within $66.2 million budget. Negotiated agreements and manage contacts for continued support planning (staff, infrastructure, services, software, etc.). Managed the wind down and closeout of all IT related systems as required by program closeout policy and data retention order.

CDM Smith, March 2011 - August 2012

Economic Development Program Administrator, CDBG Disaster Recovery Program, Springfield, IL

- Administered and monitored grants in CDBG/Economic Development programs; monitored and evaluated program participants; developed and compiled reports.
- Prepared scopes of work and RFPs to assist program participants in hiring contractors to complete project components.
- Tracked project costs, including reviewing pay requests from program participants to assure compliance with grant agreements, program requirements, and applicable regulations.
- Monitored project performance, created and shared status reports, monitored KPIs, and forecasted staffing/resource needs.
- Business management, strategic planning, business plan preparation, assistance tailored specifically toward microenterprises and start-ups, loan application and preparation services, and other technical assistance, such as accounting, insurance, marketing and legal.

Community Stabilization Program (CSP) Administrator, CDBG Disaster Recovery Program, Springfield, IL

- Administered and monitored grants in CDBG/Economic Development programs; monitored and evaluated program participants.
- Monitored project performance, created and shared status reports, monitored KPIs, and forecasted staffing/resource needs.
- Reviewed programs and policies and prepared scopes of work/RFPs to assist in hiring contractors to complete project components.
- Completed site visits to review documentation and meet with program participants. Addressed local needs in the post-flood revitalization efforts to assure positive changes to support the short and long-term stabilization and revitalization of affected communities.

Affordable Housing Program (AHP) Administrator, CDBG Disaster Recovery Program, Springfield, Illinois

Administered and monitored grants in CDBG/Economic Development programs; monitored and evaluated program participants. Completed site visits to review documentation and met with program participants.

Special Projects Administrator, Tioga County, New York, April 2012
Tioga County Damage Assessment-Hurricane Irene and Tropical Storm Lee.

Louisiana Department of Wildlife and Fisheries, March 2007 - March 2011

State Recovery Specialist/Outreach Coordinator (Federal Block Grant Programs) (September 2009 – March 2011)

- Managed 4 projects within CDBG-funded federal fishery recovery program, including:
  - Writing program charter and guidelines
  - Managing program operations, including scope, budget, and deliverables
  - Developing and implementing objectives and policies for applications
  - Tracking and reporting project status, KPIs, performance, and costs
  - Directly managing project team
  - Conducting outreach, training, and technical assistance for potential disaster recovery grantees
- Designed and implemented application tracking system including user training and system oversight and permit and landing tracking system including user training and system oversight.
- Designed and delivered public presentations regarding recovery needs and activities to a variety of audiences including elected officials, media representatives, and other interested parties across Louisiana.

Disaster Recovery and Emergency Operations Assistant (March 2007 – September 2009)
Coordinated cabinet-level discussion among various state and federal agencies regarding combined efforts for recovery from Hurricanes Gustav and Ike. Lead contact person for LDWF Emergency Operations Center during Hurricanes Gustav and Ike under the direction of the Enforcement division. Managed web-based emergency operation center where field reports of oil and affected wildlife sightings are documented and assigned to local, state and federal officials for action.

Louisiana Office of Community Development-Disaster Recovery Unit, May 2006–March 2007

Disaster Recovery Specialist/Paralegal

Prepared a variety of CDBG disaster recovery-related legal documents, including contracts, cooperative agreements, grant agreements, property covenants, affidavits, statements of assurance, and MOUs. Coordinated research efforts for ensuring all federal and state statutory and regulatory requirements were met in legal documents. Primary liaison to the Road Home Corporation in its CDBG disaster recovery activities associated with the Homeowners Assistance Program.

TETRA TECH

Andy Burns

FEMA Public Assistance

5 YEARS OF EXPERIENCE

Areas of Expertise

Disaster Recovery
Project Management
Grant Funding
Logistics
Procurement Review
QA/QC

Grant Experience

FEMA Public Assistance
FEMA Community Disaster Loan
NRCS Emergency Watershed Protection Program
Florida State Revolving Emergency Fund
Florida DEM State Recovery Grant Program

Disasters

Hurricane Irma
Hurricane Michael
Hurricane Sally
Hurricanes Laura, Delta, and Zeta, LA
COVID-19

Training/Certifications

FEMA Grants Manager
FEMA Program Delivery Manager

Education

B.A. English
Clemson University
December 2015

EXPERIENCE SUMMARY

Mr. Andrew Burns is an experienced FEMA Public Assistance (PA) grants manager and assists clients with damage assessment, force account reconciliation, and project worksheet (PW) development. Mr. Burns is familiar with project formulation: data collection and dissemination; labor; equipment; and invoice reconciliation; contract compliance review; application development, and project monitoring.

RELEVANT EXPERIENCE

Project Manager (December 2018 – Present)

City of Lynn Haven, FL; City of Callaway, FL; City of Albany, GA; Dougherty County, GA; Walton County, FL; Vernon Parish, LA; City of Abbeville, LA; City of Lafayette, LA; Housing Authority of South Landry Parish, LA

Mr. Burns serves as the project manager for nine clients in the financial recovery program, responsible for the day-to-day operations of the engagement including field operations and contractual aspects. This also includes serving as the primary point of contact for client staff, contractors and FEMA representatives; maintaining appropriate staffing levels; implementing quality assurance and control measures; review of daily contractor activity, and; review and submittal of contractor invoices. Among these clients, Tetra Tech has secured the following disaster recovery grant and loan amounts for Hurricane Michael with additional disasters still ongoing

City of Lynn Haven	$47,155,369.24
City of Callaway	$31,757,963.07
City of Albany	$15,598,189.79
Dougherty County	$4,435,462.28

Program Delivery Manager (October 2017 – 2018)

AECOM | Hurricane Irma

Managed projects and grant funding for the FEMA coordinated disaster relief efforts for Hurricane Irma in the state of Georgia.

- Managed FEMA projects for 7 different government entities statewide.
- Secured over $5 million in funding for rebuilding critical infrastructure.
- Served as the sole point of contact for the GA Department of Natural Resources, the third largest applicant in the state.

TETRA TECH

Rosalita (Rose) Whitehair

FEMA Public Assistance

17 YEARS OF EXPERIENCE

30 DISASTER DECLARATIONS

Areas of Expertise

EOC Operations
COVID-19 Pandemic Response
Grant/Project Closeout
Large-Scale Incident Response Tribal-State-Federal Coordination
State Coordinating Officer (SCO)
Tribal Coordinating Officer (TCO)
Grant/Project Closeout
Tribal CERT/Tribal TEEN CERT Instructor/Coordinator

Disasters

4245 TX FLOOD
4241 SC FLOOD
4240 CA WILDFIRE
4223 TX FLOOD
4222 OK FLOOD
4193 NAPA EARTHQUAKE
& SEVERAL MORE

Grant Experience

FEMA PA
FEMA IA/IHP/ONA ADMIN PLANS
FMAG
STATE DAP
CORONAVIRUS RELIEF FUNDS (INCLUDING COMPLIANCE FOR CARES ACT, ARPA, BIL/IIJA, CAA 2021, IRA)
INFRASTRUCTURE FUNDS
USDA/NRCS

Education

The University of New Mexico
Bachelor of University Studies, Major Emergency Medical Services, Minor in Navajo Language, 2002

EXPERIENCE SUMMARY

Ms. Whitehair is a seasoned program manager with over 17 years of disaster and homeland security experience with 28 years in Public Safety. She has managed large-scale incidents including wildfires, hazardous chemical response, droughts, floods, and the current COVID-19 pandemic response. Her experience includes managing and closing out multi-million-dollar federal projects. She assists Tetra Tech with deciphering FEMA, ARPA Final Rule, ARPA Compliance and Reporting Guidance, Treasury OIG Reporting and Recordkeeping Requirements, COVID guidance and the recent Congressional bills, helping to clarify, interpret and lead discussions and updates in federal grant compliance.

She has assisted with providing testimony to the U.S. Congress and created correspondence to the White House for disaster requests and declarations including the recent COVID-19 pandemic.

Additionally, as the former Director of the Navajo Nation Department of Emergency Management, Ms. Whitehair brings invaluable experience with tribal-state-federal coordination. The Navajo became the First Tribe in Arizona, and firsts in the nation, to get aid directly from the Federal government via a Stafford Act Declaration. She was inducted as one of the first Native Americans into the International Women in Homeland Security and Emergency Management Hall of Fame. She served as Tribal Advisor to the National Domestic Preparedness Council (NDPC) and volunteers with Team Rubicon with her boots-on-the-ground experience as an EMT, Fire Fighter and her Trauma Team experience, thus providing her patient care experience

RELEVANT EXPERIENCE

Tetra Tech (2020-Present)

Subject Matter Expert | Various Projects

- Assists Program Managers and Disaster Recovery teams by interpreting interim policies and procedures to assist with grant compliance.
- Provides written guidance and federal regulation background material in preparation for meetings with agencies and states to provide clear direction for funding options.
- The support and direction that Rose provides, helps others maneuver through the multiple funding options for COVID relief available and distributed at various levels of government, including different federal financial resources, grant and loan opportunities.
- Rose tracks other congressional bills to ascertain their impacts on federal requirements, current funding and to assist with planning for efficient use of funds and to reduce possible duplication of benefits.

New Mexico Department of Homeland Security and Emergency Management (2016-2020)

State Coordinating Officer/Recovery Unit Manager/Emergency Operations Center Director

- Task Force Lead and State Coordinating Officer managing COVID Emergency Operations Center staff during the pandemic response in the state of New Mexico. Partnered with other agencies encompassing over 3,000 responding state and tribal agency personnel, including the National Guard.

- Rose activated and operated the State EOC for wildfires, floods, large scale events, disaster declarations, establishing protocols for all Support Functions from several cross-functional teams across the entire state to include all state agencies, counties, Tribal Nations, hospitals, first responders, private non-profits, the National Guard and municipalities.
- Led and managed response and recovery (warehouse/delivery/sheltering) support functions for the COVID-19 Emergency Operations Center supporting Incident Command Posts for 106 municipalities, 33 counties and 23 tribes.
- Assisted with COVID Response and Recovery duties monitoring and guiding Alternate Care Facilities, Non-Congregate Sheltering Public Health Orders policies and documentation, feeding and distribution of food and water to rural communities. Certified SCO (State Coordinating Officer) through FEMA for EOC Activation of COVID-19 Pandemic Response for DR-4529-NM.
- Activated and operated the State of New Mexico's EOC for wildfires, floods, large scale events, disaster declaration including the COVID-19 pandemic response, established protocols for all Emergency Support Functions from several cross-functional teams with efforts across the entire state to include all state agencies, counties, Tribal Nations, hospitals, first responders, private non-profits, the National Guard and municipalities.
- Assisted the NM DHSEM with the management and administration of Federal and State disaster programs.
- Assisted stakeholders and State/Tribal/Federal agencies with the goal of recovery and emergency restoration of facilities, and other critical infrastructure. Focused on closing out multi-million-dollar federal projects.
- Developed and evaluated programs and policies to achieve the State's goals for providing Federal and State disaster assistance to all stakeholders, including Tribal Nations, municipalities, counties, private non-profits & acequias.
- Performed damage assessments; site inspections, conducted routine evaluations of the sites, compiled data, provided training and presentations for requests for state and federal disaster declarations.
- Coordinated with other agency programs and access to grant funding to eligible recipients. Tracked and maintained data on grant utilization to relevant federal, state, local, and tribal jurisdictions. Monitored sub-grantee compliance with grant requirements.
- Created correspondence to the White House for federal assistance for recent disaster declarations including the COVID-19 pandemic.
- Assisted as liaison to the Federal Emergency Management Agency for activities related to Federal disaster assistance, while providing recovery guidance, grant documentation and closeout for FEMA Public Assistance funds, FMAG and State DAP (Disaster Assistance Program) to our clientele.
- Assisted with Recovery Duties under the ICS/ESF assigned for the NM State EOC. Monitored and guided Alternate Care Facilities, mortuary trailers, PPE, cots, non-congregate sheltering, feeding and distribution of food and water.
- Certified SCO (State Coordinating Officer) through FEMA for EOC Activation.
- Brought to the state its first team of FEMA Corps/AmeriCorps students to assist with Recovery efforts and tasking procedures to ensure all disaster documentation was accounted for.

High Water Mark, LLC (2015-2016)

Emergency Manager, Emergency & Response

- Assisted with Tribal-State-Federal coordination of client responses to Homeland Security Office of the Inspector General Audits.
- Advised clients of sub-grantee and grantee requirements of Federal and State grants, thus assisting with successful documentation and closeout of FEMA projects.
- Coordinated limited training budgets of less than $10,000 for emergency responders, disaster documentation training for Tribes, including the NIMS, ICS, IAP overviews.
- Assisted the National Domestic Preparedness Consortium (NDPC) outreach to Tribes, Territories and Alaska Natives.

TETRA TECH

Alec Rozas

Damage Intake Support

4 YEARS OF EXPERIENCE

3 DISASTERS

1 GRANT FUNDING

Areas of Expertise

ESRI Enterprise Geodatabase and Services

Data Collection Application Design/Build and Support

Application Prototyping and Modeling

Key Training/Certifications

FE Certified

Grants Portal

AutoCad

ArchiCad

SolidWorks

Rhino

PTC Creo

Adobe Illustrator

Adobe Photoshop

Education

Escuela Universitaria de Diseño e Ingeniería, M.A., Product Design and Development, 2017

Louisiana State University
B.S., Mechanical Engineering, 2016

EXPERIENCE SUMMARY

Ms. Rozas has four years of engineering and program expertise in the administration of the FEMA PA program on behalf of the State of Texas and Puerto Rico. She is adept at leading teams of Field Inspector Engineers executing site visits to document damages.

RELEVANT EXPERIENCE

Data/Cost Analyst (March 2020–Present)

Louisiana | GOHSEP, Louisiana Storms, Floods, and Hurricanes

Ms. Rozas performs quality reviews on previous cost analysis documents to check for completeness and accuracy. As part of this task, she handles the development of cost analysis spreadsheets to be used in the RSMeans database.

Program Delivery Manager (July 2019–March 2020)

Puerto Rico | Hurricane Maria

Ms. Rozas managed 8 applicants within the Public Buildings Sector in Puerto Rico following Hurricane Maria. She provided guidance for document submission to FEMA, damage inventory identification, mitigation opportunities, DDD, scope of work, and cost estimates review. Ms. Rozas also assisted client staff by administering technical support on Grants Portal navigation.

Task Force Lead (March 2019–July 2019)

Puerto Rico | Hurricane Maria

Ms. Rozas managed team of 2 Project Leads and 16 Field Inspectors as the task force lead in Puerto Rico following the devastating effects of Hurricane Maria. She oversaw the project team's site visit execution. Ms. Rozas also provided QA/QC of the team's damage description dimension documents and monitored client DDD production goals.

Scope of Work Coordinator (February 2019–May 2019)

Branch V, Puerto Rico | Hurricane Maria

Ms. Rozas monitored all Branch V (7 Municipalities, totaling approximately 200 Applicants) SOW/CE production for weekly reporting to the client. She performed QA/QC reviews of Tetra Tech developed SOW/CE prior to delivery to the applicant.

Project Lead (Puerto Rico June 2018–March 2019, Houston April 2018-June)

Puerto Rico and Houston | Hurricane Maria & Hurricane Harvey

Ms. Rozas managed team of 6 Field Inspector Engineers, executing site visits to document damages at sites selected by the client. She was responsible for the preparation and review of damage description dimension documents to initiate repairs cost estimates and for approval by FEMA.

TETRA TECH

Alexander Garde, P.E.

Damage Intake Support

10 YEARS OF EXPERIENCE

2 DISASTERS

Areas of Expertise

Project Management

Damage Assessments

Cost Estimates

Inspections

Training

Structural Engineering

Key Training/Certifications

Texas Professional Engineering License #119130

Florida Professional Engineering License #84428

Louisiana Professional Engr. License #45385

Puerto Rico Professional Engr. License #28245

Engineering Codes – IBC, ASCE 7, ACI, AISC, API 620/650

Engineering Software – 3D Modeling, 2D CAD, Design/Analysis

Education

M.S., Structural Engineering

B.S., Civil Engineering

EXPERIENCE SUMMARY

Mr. Garde is a licensed Professional Engineer with over ten years of experience in structural and civil engineering. He has experience in a wide variety of projects, including disaster recovery and international projects. Mr. Garde has extensive experience providing damage assessments, cost estimates, identifying mitigation solutions, and overall understanding of infrastructure and water projects. Most recently, Mr. Garde served as Technical Specialist Lead following the devastating effects of Hurricane Maria in Puerto Rico.

RELEVANT EXPERIENCE

Technical Specialist Lead (March 2023 - Present)

City of Ft. Myers | Hurricane Ian Disaster Recovery

Mr. Garde is the lead Site Inspector working with FEMA to conduct site inspections across the city of FT. Myers. He is actively on site conducting site inspections for future scope of work and cost estimate development.

Technical Specialist Lead (July 2018 - Present)

COR3 Puerto Rico | Hurricane Maria Disaster Recovery

Mr. Garde manages and advises a team of 20 engineers and cost estimators to produce damage assessment reports, scope of work documents, and cost estimates. He performs site walkdowns and inspections to assess damage related to Hurricane Maria. Additionally, Mr. Garde conducts daily meetings to coordinate SOPs with team and provided training on workflow and new processes.

Structural Team Lead (February 2018 - Present)

The Walt Disney Company | Reedy Creek Headworks Improvement Project

Mr. Garde performs assessment of existing headworks structure damaged by H2S gasses and identified mitigation solutions to prevent future degradation to the facility. Additionally, he prepares drawings and calculations for repair of the existing concrete headworks structure.

Structural Team Lead (July 2017 - Present)

Water and Wastewater Projects

Mr. Garde is responsible for the design of new process structures related to wastewater and water treatment. He also performs field investigations condition assessments for the revamp and upgrade of existing municipal facilities.

Structural Inspector (November 2017 – December 2017)

City of Houston, TX | Hurricane Harvey Disaster Recovery

Mr. Garde conducted property site inspections to assess and document environmental or other hazardous conditions. Additionally, he detailed damage conditions and produced assessment reports for government facilities located in the central Houston area.

Structural Engineer (July 2017 – December 2017)

Nevada Environmental Response Trust | Water Treatment Project

Mr. Garde provided construction assistance, answered field RFI's, and provided construction support during construction efforts. Additionally, he provided field

sketches for modification of existing as-built facility pipe racks and equipment foundations.

Structural Team Lead (February 2017 – July 2017)

FEED (Al-Jubail, KSA) | SABIC Ammonia Reliability Improvement Revamp Project

Mr. Garde developed Geotechnical Investigation Survey sub-contract packages for the existing plant facility. Additionally, he developed Civil/Structural Design Basis Specifications to support revamp effort and provided calculation package and drawing QA/QC for team members located in New Delhi, India.

Structural Team Lead (May 2015 – July 2017)

FEED/EP (Roxana, IL) | P66 - Wood River FCC Reactor Replacement Project)

Mr. Garde managed and advised a team of three engineers in Houston and Mexico for the revamp of FCC unit that was built in the 1940s. He prepared job specifications and SOW packages for construction contractors, designed, and developed engineering & demolition drawings for the replacement of 10 floors in catalytic cracking unit structure per latest ASCE/AISC standards, and performed site walk downs at site supplemented with Laser Scan data and provided client interface and tended onsite meetings. In addition, Mr. Garde answered field RFI's and provided construction support for pre-turnaround effort.

Senior Engineer (August 2016 – October 2016)

E (Romania) | Confidential –Time History Analysis Verification

Mr. Garde conducted time-history seismic analysis verification (peer-review) for fourteen equipment modules using STAAD Pro based on scaled historical seismic records. He also obtained and checked design seismic response spectra for multi-level switchgear and compressor modules based on United Facilities Criteria & Specifications.

Senior Engineer (April 2016 – August 2016)

BED (Onsan, Korea) | KPIC – SCORE Furnace / GTE Ducting Expansion Project

Mr. Garde was responsible for plate element design and analysis using STAAD Pro for new air duct modules. He also detailed and reviewed design drawings for basic engineering design package.

Senior Engineer (January 2015 – February 2017)

FEED/EPC (Faustina, LA) | Mosaic – Ammonia Plant Revamp

Mr. Garde revamped steel convection section structure for plant capacity increase, designed and detailed module lifting requirements for demolition and replacement, provided supervision for global structural analysis for the modified Primary Reformer, and designed preliminary pipe rack modifications to support additional two levels.

Senior Engineer (August 2015 – November 2015)

FERC FEED (Plaquemines, LA) | Venture Global –Plaquemines LNG

Mr. Guard developed FEED specification and sub-contract packages to support FERC regulation approval (49 CFR/FERC Draft). He also created Wind/Seismic/Topographic/Geotechnical/Bathymetric specifications.

Senior Engineer (January 2015 – October 2015)

BED (Quanzhou, China) | Sincochem – SCORE Furnace Expansion Project

Mr. Garde developed STAAD model for new SCORE furnace to support basic engineering design package for detail engineering. He also performed a study between Chinese design standards and ASCE for wind & earthquake loading.

Engineer (March 2013 – March 2015)

EPC (Freeport, TX) | BASF – Ammonia Plant FEED

Mr. Garde developed ammonia tank loading spreadsheet based on API 650 and API 620 and P-M interaction spreadsheet for pre-stressed concrete piles. He also provided MTOs for equipment foundations and steel pipe racks and performed dynamic analysis for compressor table-top foundation and cooling water tower sump.

Engineer (September 2012 – November 2015)

EPC (Chad, Africa) | Exxon – Oil Refinery Well Projects

Mr. Garde developed new and modified oil well pads to support the production at an existing ESSO oil refinery, produced foundation location plans and finish grading plans for new well pads, designed new anchor block supports for relocated underground pipelines, and designed new concrete foundations for equipment skids.

TETRA TECH

Reuben Meador, CPM, CSND

Mitigation

19 YEARS OF EXPERIENCE

Areas of Expertise

Grant Management

Consultant Experience

Emergency Management

Project Management

Regulatory Compliance

Training And Development

Training/Certifications

Certified Project Manager (CPM) - AAPM

Certified Sustainable Neighborhood Developer (CSND) – Accreditation: Southern University, LA

Continuing Education: EMI – Grants Management / Floodplain Management,

FEMA/DHS: Relative ICS/IS Courses

Education

Monterey Peninsula College, Computer Science

U.S. Signal Corps, US Army: Certified Honor Graduate (Veteran Honorable Discharge)

EXPERIENCE SUMMARY

Mr. Meador is a highly qualified emergency management executive with approximately 19 years of expert experience working with the private non-profit sector, federal, state and local governments, to include working as a senior manager for the Federal Emergency Management Agency. Mr. Meador possess a firm grasp of the 44 CFR/2 CFR, the Stafford Act, as well as HUD related disaster recovery and mitigation programs to meet the emergency preparation and disaster recovery business needs of communities on a small and large scale. He is a dedicated leader that provides regulatory knowledge needed to deliver successful outcomes. Mr. Meador works directly with government leaders assisting them with high level decisions that directly affect the administration and delivery of most federal grant programs.

RELEVANT EXPERIENCE

Program Manager (September 2022 – Present)

Tetra Tech, Inc.

Mr. Meador is responsible for the development and maintenance of mitigation programs, ensuring program goals are achieved and a clear line of communication occurs between the client and project team. Mr. Meador leads the Hazard Mitigation team in administering the Hazard Mitigation Grant Program (HMGP) and Community Development Block Grant – Mitigation (CDBG-MIT) programs. Mr. Meador is responsible for assisting clients to help coordinate and implement hazard mitigation and preparedness activities during disaster response and recovery. He is responsible for:

- Providing technical and administrative supervision to staff that deals with mitigation from natural or manmade disasters.
- Exercising overall responsibility for ensuring mitigation operations are executed in accordance with programmatic and emergency management-related directives, regulations, policies, standards, and guidance.
- Directing mitigation operations and ensuring functional responsibilities are executed which result in the delivery of effective mitigation support services to disaster-impacted communities, governments, non-profits, and tribes.
- Establishing and maintain working relationships with federal, state, local and tribal partners and stakeholders to execute programs.
- Provides strategic direction and management of programs and assignments.
- Overseeing budget planning, programming, and staffing requirements.
- Assists communities in administrating the program and managing projects from inception to closeout.

Senior Program Manager (September 2018 – September 2022)

GP Strategies Corporation

- Strategize, implement, and maintain program initiatives that adhere to organizational objectives
- Develop program assessment protocols for evaluation and improvement
- Maintain organizational standards of satisfaction, quality, and performance
- Oversee multiple project teams, ensuring program goals are reached
- Manage budget and funding channels for maximum productivity

- Work closely with state and federal program representatives, cross-functional teams, and assigned project managers to plan and develop scope, deliverables, required resources, work plan, budget, and timing for new initiatives
- Manage program and project teams for optimal return-on-investment, and coordinate and delegate cross-project initiatives
- Identify key requirements needed from cross-functional teams and external vendors
- Develop and manage budget for projects and be accountable for delivering against established business goals/objectives
- Work with other program managers to identify risks and opportunities across multiple projects within the department
- Analyze, evaluate, and overcome program risks, and produce program reports for management and stakeholders

HMA Senior Program Manager (September 2016 – 2018)

Innovative Emergency Management

- Responsible for the development Hazard Mitigation Grant Program (HMGP), CDBG-MIT, CDBG-DR applications which results in approval for construction funding of large-scale drainage, retrofit, acquisitions, elevations, Safe Rooms, and other construction projects eligible under the HMGP, PDM, FMA, BRIC and grant programs.
- Responsible for the oversight and project management of construction projects totaling approximately one billion dollars.

Witt |O'Brien's, Washington, DC

August 2008 – August 2016 Senior Project Manager (HMA Programs)

- Responsible for the development and approval of Hazard Mitigation Grant Program (HMGP) applications to fund large scale drainage, retrofit, Safe-Rooms, acquisitions, elevations, and other construction projects eligible under the HMGP, PDM, FMA, RFC, and SRL grant programs.
- Acted as technical assistant liaison to local governments and municipalities instructing them on the procurement policies laws, and guidelines associated with the Hazard Mitigation Grant Program and Federal grants.
- Project Management duties include project development, implementation, monitoring, closeout of grants; reviewing and evaluating work processes, management controls, communication channels, and information systems offering suggestions for improvement.

Federal Emergency Management Agency (FEMA)

Orlando, FL 2004 – 2008 Deputy HMGP Planning and Program Manager

- Directly responsible for managing and training approximately 30 FEMA HMGP staff who assisted in the development of applications throughout the State of Florida.
- Developed and implemented procedures and processes for the administration and processing of HMGP applications. Developed training materials and took part in a Statewide HMGP and Public Assistance (PA) training which helped government officials understand the intricacies of each grant program.
- Provided technical assistance to the State of Florida concerning FEMA determinations and rulings as well provided technical assistance to the State's sub-applicants on the requirements of the program, including identification and selection of projects eligible for funding.
- Assisted in the development of the state administrative plan and contributed added support in the development and review of the State of Florida's Enhanced plan. Cross training in Public Assistance PA-406.
- Provided cost reasonable analysis determination reports on all projects
- Researched and developed systems to track the completion of incoming tasks, current status of all project applications, and processes to make local governments more accountable for quarterly reporting.
- Served as the liaison between local Office of Emergency Preparedness Directors, local government officials and FEMA and as second in charge in the absence of immediate supervisor.
- Reviewed Hazard Mitigation Grant Program (HMGP) applications and administered grants in accordance with 404 mitigation grant policies.
- Developed and reviewed Benefit Cost Analysis and Environmental determination reports and verified if a parish project was eligible to receive grant money.
- Collected required documentation for the HMGP program according to the 44 Code of Federal Regulations ensuring that GOHSEP and the local jurisdictions were in compliance for auditing and legal purposes.

TETRA TECH

Nicholas DiMassimo

Mitigation

5 YEARS OF EXPERIENCE

Areas of Expertise

HMGP Applications

Program Eligibility

Sustainability

Community Resiliency

Compliance

Education

Masters of Sustainability, Wake Forest Graduate School of Arts and Sciences, Winston Salem, NC, 2020

Bachelor of Science, Environmental Science (Natural Science), Davidson College, Davidson, NC, 2019

EXPERIENCE SUMMARY

Mr. DiMassimo has 5 years of combined work and research experience in hazard mitigation projects, environmental science, and sustainability. He currently serves as a Mitigation Specialist submitting applications for clients across the State of Florida. Mr. DiMassimo has an in-depth understanding of HMGP eligibility requirements, which he uses to assist clients in applying for HMGP project funding.

RELEVANT EXPERIENCE

Mitigation Specialist (January 2023 – Present)

Tetra Tech, Inc.

Mr. DiMassimo is working in the role of a Mitigation Specialist and is currently assisting the Mitigation team with the development of over 50 Hazard Mitigation Grant Program (HMGP) applications totaling more than **$150 million** for Tetra Tech clients throughout Florida. These projects include but are not limited to, Structural Wind Retrofits, Major Drainage Infrastructure Upgrades, Residential Elevation/Acquisitions, Stand Alone Safe Rooms, Flood Mitigation, Property Relocation, and other eligible project types. Mr. DiMassimo is responsible for client interactions and communications during the HMGP Application development and post-award phases. He is committed to research and analysis during the pre-award phases of the application and writing the programmatic sections of the applications as well as ensuring each section of the application is in compliance with FEMA, NEPA, SHPO, 2-CFR, Flood Plain Management, and other agency protocols and program rules. Mr. DiMassimo coordinates the collection of project documentation and ensures that is organized and secured for future dissemination and/or audits. He provides a pillar of support to the program, the team, and all clients.

Hazard Mitigation Project Lead Specialist (2021 – January 2023)

DCMC Partners

- Functioned as HMGP programmatic specialist knowledgeable of the full spectrum of HMGP program eligibility requirements aiding in the identification, development, and documentation of eligible and cost-effective hazard mitigation measures
- Lead a team of Engineering, EHP, BCA, and GIS specialists to jointly develop, review, and submit over $70 Million in HMGP Projects for the state of Puerto Rico
- Worked directly with local municipalities, state agencies, and private non-profit client sub-applicants to cooperatively develop project information/materials in support of application development while providing expert guidance on program requirements and problem resolution strategies and solutions to resolve client issues and concerns
- Wrote reports, narratives, determinations, detailed correspondence, and other documentation related to the Puerto Rico HGMP program parameters and proposals
- Coordinated with FEMA personnel on behalf of client sub-applicants to respond to Requests For Information
- Developed and reviewed other project supporting materials and documentation including architectural and engineering designs, EHP checklists and documents, BCA reports and materials, and GIS project mapping.

Consultant (January 2020 – May 2020)

PEA Green Business Network Consultant | Winston Salem, NC

- Worked on team to develop unique sustainability solutions for businesses in PEA's local business network utilizing principles of human-centered design
- Cooperatively built sustainable business/impact/mission models and value propositions with local businesses through direct client engagement.
- Addressed triple bottom line considering social impacts, business resiliency, and ecological advancement under context of extreme ambiguity (COVID-19)

Action Team Member/Volunteer (Fall 2019)

Miracle Ground Network Action Team | Winston Salem, NC

- Collaborated with community stakeholders/organizations in order to implement a farm-to-table project for the City of Winston
- Grounded in sustainable and organic farming, emphasized community resiliency model in efforts to bolster goals of serving underprivileged areas of city.
- Volunteered at local community garden/farms to help redevelop soils for community benefit while building relationships with local residents

RESEARCH EXPERIENCE

Senior Capstone (2018)

Davidson College | Davidson, NC

- Completed research on the effects of ecological light pollution on insect communities; culminated in presentation and paper
- Full Research proceedings available upon request

TETRA TECH

Meridith Sanders

Procurement and Appeals

10 YEARS OF EXPERIENCE

Areas of Expertise

FEMA Public Assistance Guidelines and Compliance

Public Assistance Appeals

Disaster Cost Recovery

Policy Development

Risk Management

Financial Reporting

Education

University of North Dakota, Master of Business Administration (May 2011)

University of North Dakota School of Law, Juris Doctor, with distinction (May 2011)

Minnesota State University Moorhead, Bachelor of Arts in Economics (May 2005)

EXPERIENCE SUMMARY

Ms. Meridith Sanders is a financial recovery and management professional with a wide range of experience throughout her 10-year career. She evaluates existing contracts for FEMA Public Assistance 2 CFR 200 compliance and advises accordingly to reduce the risk of deobligation. Ms. Sanders successfully advocates for clients, through the draft and submission of both first and second appeals. She monitors new guidance related to disaster cost recovery and disseminates guidance to clients. She also conducts applicant timesheet reviews and the creation of force account labor, material, and equipment summaries. Most recently, she assisted clients from Miami to Anchorage with completing FEMA Public Assistance (PA) Project Worksheets for categories A-G in response to hurricanes, earthquakes, and COVID-19. Ms. Sanders has a background in business management, with experience in process management, finance, and risk management.

RELEVANT EXPERIENCE

Program Delivery Manager (March 2020-Present)

Harris County, TX

Harris County engaged Tetra Tech in March 2020 to assist in responding to the COVID-19 pandemic. Ms. Sanders worked closely with the Public Health, Budget Management, Community Services, and Engineering Departments to establish multiple sheltering operations and alternate care sites. She wrote and submitted an expedited project worksheet to ensure the County received immediate funding to address the developing and continuing response effort. Ms. Sanders reviews all emergency purchases for compliance with federal requirements and makes recommendations for the most appropriate funding source based on the nature and method of each activity

Program Delivery Manager (April 2019-Present)

Port of Corpus Christi, TX

Evaluate existing contracts for FEMA Public Assistance 2 CFR 200 compliance and draft addendums to reduce risk of deobligation. Assisted client in future event planning including operating procedures, best practices, and policy development. Develop roadmap to expedite and streamline recovery by meeting with client and FEMA, assessing damage inventory and Grants Portal status. Compliance review of future contracts and procurements to minimize risk of future deobligation. Applicant timesheet review and creation of force account labor, material, and equipment summaries. Small project certification packet creation. Create project worksheets for management and administrative costs. Project closeout.

Financial Analyst (December 2015—April 2019)

City of Houston, TX

Managed Hurricane Harvey recovery efforts for multiple City of Houston departments as the liaison to the Finance Department. Coordinated communication between FEMA, external consultants and City of Houston departments. Ensured department activities complied with FEMA disaster cost recovery guidelines established under 2 CFR 200 and other sources. Planned and executed city-wide training for topics such as Disaster Cost Recovery Procurement. Developed training manuals and PowerPoint presentations. Drafted and reviewed policies and procedures for compliance with

local and federal requirements. Created, monitored, and analyzed specialized reports. Assisted in the development, implementation and monitoring of policies and procedures as part of City Enterprise Risk Assessment Project.

Consultant (June 2013—December 2015)

Morgan Garris Houston, TX

- Reviewed client financial processes and procedures to ensure compliance with statutory regulations and requirements. Performed compliance testing and consulting. Facilitated open and direct discussions about risk and
- control environments with clients to identify key risks. Performed risk and control assessments. Other duties included: Client relationship management, Business management consulting including process management and
- financial management, Review of statutory changes, Composing executive summaries of pertinent legal changes, Development of marketing materials, Business development.

Financial Analyst - ITNA Budget and Portfolio (November 2012—June 2013)

Marathon Oil (Insight Global) Houston, TX

- Financial reporting and forecasting. Reconciling budgets for previous years. Assigning costs to appropriate cost centers. Strategic planning and budgeting. Financial project management. Creating PowerPoint and Excel
- documents for C-Level audience. Software Asset Management, compliance and software procurement. Reviewing invoices to determine spending patterns and reduce costs. Using SAP FI to gather financial data and reporting. Budget coordination for multiple asset teams.

Client Relations Associate (August 2011—March 2012)

Alliantgroup Houston, TX

- Managed client relations and led project management for multiple service line teams at specialty tax consulting firm. Directly managed 16 individuals on 4 separate teams. Coached team members on project performance, professionalism, and communication techniques focusing on phone and email communication.
- Developed project plans for 300 simultaneous projects to comply with client expectations. Ensured compliance with Statute of Limitations resulting in no missed statutory deadlines. Fostered relationships with clients and CPA firms. Provided employee coaching and team mediation to develop professionalism. Resolved client issues regarding deadlines, expectations, and billing concerns. Created new business opportunities through phone calls to existing clients.
- Traveled to client locations to ensure client expectations were met regarding work product, professionalism, and billing.

Vice President of Finance (February 2010—August 2011)

Dakota Venture Group Grand Forks, ND

Managed finances for university-based angel capital fund. Created and executed operating budget for $400,000 investment fund. Negotiated terms of investments. Led due diligence report team and conducted legal, market, and industry research. Managed existing portfolio investments. Developed exit plan for existing investment. Invested in start-up organizations. Created and revised legal and business documents for a new angel investment fund. Acted as co-coordinator and event planner for fundraising campaign to create a new multi-million-dollar angel fund. Advised local small businesses and start-ups on elevator pitches, operation and obtaining capital for growth.

Law Clerk (April 2010—May 2011)

Schuetzle Law Firm Grand Forks, ND

Provided clerking and administrative assistance for a small business-oriented law firm. Conducted legal research, specifically, for trial and litigation case preparation. Drafted documents necessary for new business start-ups. Interviewed clients. Researched and analyzed law sources to prepare drafts of briefs or arguments for review, approval, and use by attorney. Searched for and studied legal documents to investigate facts and law of cases to determine causes of action. Performed legal analysis.

TETRA TECH

Michael Phillip Schaub, Jr.

Public Assistance Closeout

20+ YEARS OF EXPERIENCE

$125M+ GRANT FUNDING

Areas of Expertise

Program Management

Cost Benefit Analysis

Hazard Mitigation Program

EOC Operations

Public Assistance

Grant Management

Grant Experience

FEMA Public Assistance

ARPA

CARES Act

Key Training/Certifications

Air Command and Staff College, Senior Level Management Course

Air War College, Executive Level Management Course

Education

Center for Homeland Defense Studies, Master of Arts, Homeland Security

Naval Postgraduate School, Political Science, Latin American Affairs

US Air Force Academy, Bachelor of Science, Aeronautical Engineers (top 15%)

EXPERIENCE SUMMARY

Mr. Schaub has over 20 years of experience in homeland security, disaster recovery, and intelligence, managing resources, personnel, and planning and processes in both large and small-scale disasters. Mr. Schaub maintains excellent critical thinking, analytic skills, and effective communication. He is a 2019 graduate of FEMA's CHDS graduate program. Mr. Schaub has extensive experience with executive management of project nomination, planning, and execution of public assistance and hazard mitigation projects, and has provided direct support to over 40 counties and cities in recovery and mitigation efforts in post flood and wildfire phases. Additionally, Mr. Schaub has international training experience, including serving as advisor to the Iraqi Air Force and extensive travel and interaction with Latin American militaries. Mr. Schaub also maintains skills in training and mentoring.

RELEVANT EXPERIENCE

Project Manager (2021 – Present)

Tetra Tech

- Successful management of FEMA Public Assistance, ARPA, and CARES Act project creation and submission for six local governments, to include leading teams that validate and submit critical documentation for prompt federal reimbursement of costs incurred; led team that performed risk analysis on 30+ RfRs
- Performed ARPA revenue loss calculation validation to cover first responder wages during CV19 pandemic
- Created unique portal for CARES Act grant application validation and recommendations to client; 30+ RFIs, 33 childcare applicants, and $3M+ in grant applications; transparency allowed for immediate client visibility

Recovery and Mitigation Manager (2019 – 2021)

Pikes Peak Regional Office of Emergency Management

- Managed over $30M in FEMA, HUD, and NRCS recovery and mitigation projects on behalf of the county
- Led regional exercise on damage assessments using real-time data to report on infrastructure damages
- Managed the creation of a $100K hazard mitigation plan for the county; wrote the recovery, debris management, and damage assessment plans while coordinating with 150+ stakeholders

State Recovery Officer (2014 – 2018)

Colorado State Division of Homeland Security

- Project manager for over $50M of statewide projects and grants, to include recovery and mitigation
- Key Liaison between state, federal, local, non-profit, and private citizens seeking recovery support

Executive Director (2011 – 2013)

Theater Analysis Division, USSOUTHCOM

- Provided a vision for action for all intelligence production efforts for a 1500+ personnel agency, directly supervising 200+ analysts and support personnel. Team

produced 1000+ finished intelligence products focused on political, military, economic, and social issues that affected US national security interests

- Developed contingency plans for regional crises; efforts led to accurate predictions of head of state replacement which ensured national policymakers remained fully informed.

Director of Intelligence (2010 – 2011)

Joint Task Force TROY/IRAQ

- Led US intelligence efforts in Iraq to counter IEDs, supervising 200+ personnel, an extensive IED laboratory, and a $33M dollar terrorist targeting effort
- Ranked #2 of 37 colonels (2010-2011) by the Deputy Commanding General of US Forces - Iraq

Assistant Professor of Political Science (2009)

US Air Force Academy

- Instructed over 150 undergraduate students in freshman and upper-level courses on American Government, Geopolitics, Intelligence and Politics, and the Causes of War
- Utilized geospatial intelligence to instruct students on current intelligence processes; mentored 15+ at-risk undergraduates to provide maximum support during critical probationary timeframes
- Ranked #2/135 Lieutenant Colonels in the Dean of Faculty in Academic Year 2008-2009

Director of Operations (2008)

al Taji/Iraq

- Directed squadron operations of 87+ airmen in the training of 500+ Iraqis in aviation, intelligence, firefighting, aircrew life support, and flight medicine; first-ever schoolhouse for professional Air Force
- Managed $2.4M infrastructure upgrades for the Iraqi Air Force, training surged by 55% for Iraqi airmen

Division Chief (2002 – 2005)

Pacific and Americas Division

- Led 25-member team in all-source intelligence to provide fused threat pictures of threats to DoD transportation assets worldwide; 200+ perimeter threat assessments produced for US facilities
- Managed intel support for Hurricane Katrina/Rita Operations, supporting non-governmental agencies, US government agencies, US Navy vessels, and law enforcement specialists with 100+ geospatial and planning products

ADDITIONAL TRAINING/CERTIFICATIONS

Air Command and Staff College, Senior Level Management Course

Air War College, Executive Level Management Course

TETRA TECH

Tricia Rowan

Public Assistance Closeout

8 YEARS OF EXPERIENCE

Awards & Certifications

Florida Division of Emergency Management's Extreme Ownership Award, February 2020

Microsoft Certified in Excel 2019

Florida Certified Contract Manager, January 2019

Education

Flagler College, Bachelor of Arts: Accounting, 2017

EXPERIENCE SUMMARY

Ms. Tricia Rowan is a highly experienced project manager with a proven track record in disaster recovery and emergency management. She currently serves as Deputy Project Manager at Tetra Tech's Disaster Recovery Unit, where she leads program management and client liaison for $276 million in CRF projects. In this role, she provides technical assistance to clients, performs eligibility reviews, and manages a team of FEMA PA consultants. Prior to this role, she worked as Government Analyst at the Florida Governor's Office of Policy and Budget, where she assisted in program management of the State of Florida's CRF allocation of $5.8 billion and provided training and technical assistance to State Agencies. She also served as Compliance Program Manager and Contract Manager at the Florida Division of Emergency Management, where she gained experience in managing multimillion dollar grant management and staff augmentation contracts.

RELEVANT EXPERIENCE

Deputy Project Manager (April 2021 – Present)

Tetra Tech, Disaster Recovery Unit

- Program management and client liaison lead for $276M for the Coronavirus Relief Fund (CRF); assist the Project Manager as client liaison for FEMA PA projects.
- Provide technical assistance to clients regarding FEMA, CRF, and related funding sources; perform eligibility reviews to ensure compliance with U.S. Treasury Guidance and 2 CFR 200.
- Provide strategic guidance to team and lead internal and external meetings.
- Review and update standardized procedure documents.
- Review and prepare monthly billings, project budgets, and subcontractor invoices for client delivery.
- Audit response lead to assist the Client in responding to programmatic audit requests.
- Maintain reporting and tracking dashboards to demonstrate project progress and priorities.
- Manage team of FEMA Public Assistance Consultants in project development and FEMA Request for Information responses.

Government Analyst III (August 2020 – April 2021)

Florida Governor's Office of Policy and Budget, Federal Relief Acts Project Unit

- Assisted in program management of the State of Florida's Coronavirus Relief Fund (CRF) allocation of $5.8B. Researched and maintained guidance from the U.S. Department of Treasury.
- Wrote program guidelines documenting policies and approaches of the Florida CRF Program.
- Provided training and technical assistance to State Agencies on U.S. Treasury guidance and State policies. Reviewed State Agency costs for eligibility in the CRF program.
- Assisted in determining the most cost-effective federal source for pandemic-related costs.
- Submitted quarterly reports to the U.S. Treasury Office of Inspector General detailing the State of Florida's CRF costs.

- Prepared presentations and talking points to facilitate briefings with legislative, executive, and external partners in understanding Florida's use of the CRF and other federal relief acts.

Compliance Program Manager (Compliance Program Team Lead July 2019 - April 2020)

Florida Division of Emergency Management (FDEM), Bureau of Recovery

- Supervisor over the Compliance Unit.
- Assisted Bureau management in creating a new section, the Compliance Unit, to oversee subrecipient risk assessments and monitoring for the FEMA Public Assistance Program in accordance with 2 CFR 200.
- Created FDEM-formalized Subrecipient Compliance Program Standard Operating Procedures, including criteria for formalized risk assessments, the review process for subrecipient Federal Single Audit Reports, and yearly monitoring plans for each Public Assistance Program subrecipient.
- Conducted reviews of subrecipient Federal Single Audit Reports and issued Management Decision letters.
- Facilitate various audits of the Recovery Bureau including the Auditor General's annual Federal Awards audit of the Public Assistance Program and the 2017 Wildfires and Hurricanes Indemnity Program. Created the State Entity Response and Corrective Action Plan for the Auditor General's audit findings.
- Provided technical assistance for the Public Assistance Program to subrecipients, auditors, and FDEM personnel.
- Served as Field Operations Director for all state supported, drive-through Community Based Testing Sites for COVID-19 activation.

Contract Manager (December 2018 – July 2019)

Florida Division of Emergency Management (FDEM), Bureau of Recovery

- Contract manager for 15 multimillion dollar grant management and staff augmentation contracts.
- Developed new processes to review invoices and activity-timesheets for accuracy.
- Audited contractor's time worked on activity-timesheets against the Bureau's grant management system.
- Created multiple tracking spreadsheets used in reimbursement request submissions to the Federal Emergency Management Agency.

Professional Account Specialist (December 2017 – December 2018)

Florida Department of Financial Services, Bureau of Vendor Relations

- Maintained the State of Florida's Statewide Vendor File within Florida Accounting Information Resource (FLAIR). Added and updated vendor records.
- Generated and audited numerous quality control reports to safeguard the validity of the Statewide Vendor File, including a monthly audit of records added by state agencies against the Statewide Vendor File Reference Guide.
- Assisted vendors in completing online Substitute Form W-9's.
- Reviewed disbursements initiated by agency personnel to ensure internal control guidelines were being followed.

Senior Professional Accountant (June 2016 – December 2017)

Florida Department of Financial Services, Bureau of Auditing

- Audited Agency payment voucher schedules and journal transfers according to Florida Statutes in Florida Accounting Information Resource (FLAIR) and MyFloridaMarketPlace; posted acceptable voucher schedules. Prepared and sent return forms of improper payments to the State Agency finance departments.
- Answered questions regarding payments, contracts, and Florida Statutes from State Agencies.

Accounts Receivable Clerk (February 2015 – June 2016)

Altrua Global Solutions

- Printed, verified, and maintained accounts receivable invoice records and aging reports.
- Updated and reviewed aged receivables for unpaid balances; determined whether there was an internal accounting issue before contacting customers for collections. Corrected internal issues as needed.
- Prepared and keyed remittance advices for posting checks received.
- Cross-trained to complete Accounts Payable Clerk duties.

TETRA TECH

Trevor Whitton

Insurance

9 YEARS OF EXPERIENCE

Areas of Expertise

Senior Public Assistance Insurance Specialist-Group Lead

FEMA TAC PA, Project Specialist

CDBG QA/QC Specialist

Project Management

Commercial Claims & NFIP Claims Adjuster

Training/Certifications

NFIP FLOOD CERTIFIED /RESIDENTIAL, RCBAP, MOBILE HOME, ALL COMMERCIAL FCN: 11050485

CERTIFIED FLOODPLAIN MANAGER (CFM®) CERTIFICATE NO. US-16-091675

COMMERCIAL LINES COVERAGE SPECIALIST (CLCS)

PROPERTY CLAIM LAW SPECIALIST (PCLS)

ASSOCIATION OF STATE FLOODPLAIN MANAGERS (ASFM) MEMBER ID: 37158

Grant Experience

HUD CDBG-DR

FEMA PA

Education

Bachelor of Science: Emergency Management, Minor: Homeland Security- Jacksonville State University, In Process

EXPERIENCE SUMMARY

Mr. Trevor Whitton is a seasoned emergency management expert, with over nine years of experience in FEMA Public Assistance. Mr. Whitton has managed FEMA and HUD-funded projects across the country, including Florida, Louisiana, Missouri, and New York, for both local and state-level government entities. In addition to disaster grant management, Mr. Whitton has in-depth experience with insurance cost recovery and claims litigation.

RELEVANT EXPERIENCE

Senior Insurance Specialist (August 2021 – Present)

Tetra Tech, Inc.

Insurance Specialist to the Louisiana Governor's Office of Homeland Security and Emergency Preparedness.

- Prepared sub grantee applications for an Insurance Commissioners Certifications (ICC) by working closely with the Louisiana Department of Insurance.
- Assisted GOHSEP and applicants on NFIP insurance, commercial policies, excess flood policies, and floodplain management.

Managing Consultant, FEMA PA-Critical Infrastructure (February 2021 – August 2021)

ICF, Inc.

Project manager for the ICF Atlantic Critical Infrastructure portfolio throughout central and south Florida, overseeing staff's client deliverables. Tasked with advising clients on PA (Public Assistance) funding, mitigation funding, FEMA insurance reviews, deductions, and insurance reconciliations.

Senior Insurance Specialist-Group Lead (October 2016 – February 2021)

IEM, Inc.

- Provided advice and guidance to applicants throughout the State of Louisiana
- Technical Assistance Contractor to the State of Louisiana Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP).
- Prepared sub grantee applications for an Insurance Commissioners Certifications (ICC) by working closely with the Louisiana Department of Insurance.
- Assisted GOHSEP and applicants on NFIP insurance, commercial policies, excess flood policies, and floodplain management.
- Reduced $40 Million in insurance reductions by completing insurance reconciliations.
- Prepared a variety of reports, information papers and presentation development, which identify recovery emergency management operating practices for cost analysis, insurance reductions, and public assistance reimbursement timelines. Assists with research, analysis, and development of recommendations, and briefing material.
- Responsible for management of information and documents in SharePoint sites, and shared drives.

CDBG QA/QC Consultant (September 2013 – November 2015)

Scheduling, Estimating, and Design, (S.E.D, Inc.) | New York Rising Program

- Provided aid to NY residents in need of repairs from flood and wind damages.
- Reviewed and approved damage estimates and assessments.
- Advised program on elevation certificates to interpret correct building height determinations.
- Reviewed architectural designs, revised final assessments, and reviewed and implemented change orders.
- Advised participating applicants of program guidelines, NFIP policy guidelines, flood mitigation measures, and also advised applicants during numerous town meetings throughout Long Island NY.

Senior Public Assistance Insurance Specialist (May 2013 – September 2013)

DMS Consultants

- Assisted Applicants eligible for FEMA Public Assistance Program as a Project Specialist and Insurance Specialist.
- Documented property damage caused by Super Storm Sandy by consulting and advising The Lawrence Union Free School District, Village of Mastic Beach, NY, and Long Beach Medical Center.
- Reviewed the applicant's commercial insurance and excess flood policy to determine coverage, conducted several site inspections, prepared documentation for FEMA project worksheets, assisted and advised the applicants about Federal Disaster Grants, Community Development Block Grants (CBDG) and many other alternative funding sources.

Senior Insurance Specialist (January 2012 – May 2013)

Disaster Litigation Associates, LLC

- Documented damage to state owned property (State of Louisiana Office of Risk Management, (LAORM) caused by Hurricane Katrina.
- Supervisor of 12 employee team.
- Successfully assisted in the development of a litigation claim against the client's excess insurance carrier that totaled over $100 million dollars in damages.
- Provided presentations and updates on damages to the team of attorneys, senior leadership, and to the LA/ORM Director.

TETRA TECH

Jorge Solis

Insurance

10 YEARS OF EXPERIENCE

Areas of Expertise

CDBG Project Management Code of Federal Regulations Project Formulation

Public Assistance Federal Policy

Project Management Project Process Analysis

Insurance Fire/Flood Certified

Insurance Policy and Compliance

Federal Project Compliance PAPPG

CFR 200

Grant Management

Xactimate Xactcontents

Grants Management System Grants Portal

DHS FEMA Management System

E.M Grants Pro

Key Training/Certifications

Texas All-Lines Adjuster

State Farm Fire Certified

Education

University of Texas at San Antonio, Bachelor of Applied Business Administration Management

EXPERIENCE SUMMARY

Mr. Solis is a business professional with over 10 years of professional work experience in fast paced business environments, including more than 7 years of specializing in insurance and federal disaster management. He is a Subject Matter Expert in federal policy, rules, regulations, grant management, consulting state agencies, and providing economic development to local governments during declared disasters.

RELEVANT EXPERIENCE

Senior Consultant (August 2021-Present)

Tetra Tech | State of Connecticut

Mr. Solis is responsible for advising the State of Connecticut on federal disaster recovery projects. He serves as the Project Manager for State Colleges and Universities, advising on federal compliance, rules, and regulations, scoping and writing disaster recovery projects for federal obligation due to the COVID-19 pandemic. He is tasked with obligating several millions of dollars in federal assistance to the State and providing closeout support.

Catastrophe Property Adjuster (August 2017 – Present)

E.A Reefroe (State Farm)/Nationwide

Mr. Solis is an independent Catastrophe Adjuster with a Texas All Lines License and is State Farm Fire Certified. As a Catastrophe Response Team Adjuster, he is responsible for investigating, analyzing, evaluating and settling insurance claims involving property damage losses. He specializes in property claims requiring physical inspection in areas deemed catastrophes, requiring extensive trabel to a variety of geographical locations.

Disaster Recovery Specialist II (July 2020 – August 2021)

IEM | Austin, TX

As a Disaster Recovery Specialist, Mr. Solis was responsible for developing, maintaining, and implementing plans and procedures associated with the effective and efficient delivery of monitoring grant performance of the FEMA Public Assistance Grant Program. He was also tasked with supporting the State of Illinois (IEMA) through COVID-19 Category B Projects and Mass Vaccination and the complex projects of Puerto Rico's LUMA engagement to help repair the islands energy infrastructure.

Senior Associate I Engagement Manager (April 2020 – July 2020)

Virfya Consulting | Austin, TX

Mr. Solis was working as Advanced FEMA Support, providing guidance to States on complex FEMA Public Assistance grant management projects for Disaster Recovery Response to COVID-19 and legacy disasters for the State of Massachusetts (MEMA). He also provided project development and staff management to formulate FEMA Project Worksheets for federal reimbursement, while developing economic stability to states and applicants during and post disaster declaration.

CDBG Grant Manager (April 2019 – April 2020)

CohnReznick | Austin, TX

Mr. Solis oversaw project management of disaster recovery projects funded by federal and state grants, primarily from the Community Development Block Grant Program (CDBG) for the Texas GLO. He was responsible for providing project development and

grant program management services for community and economic development, infrastructure, housing, disaster recovery and similar activities that promoted physical and economic well-being for more than 300 local government clients and State agencies.

Disaster Response and Recovery Consultant (April 2018 – April 2019)

CohnReznick | Austin, TX

Mr. Solis worked with state and local governmental entities to provide disaster response and recovery services to the State of Texas (TDEM). He was providing guidance and project formulation for FEMA and other federal grant assistance programs and attending and/or leading meetings conferring with officials from FEMA, State and local municipalities on a daily basis to communicate local issues with State projects.

BAKER DONELSON

Wendy Huff Ellard

Appeals and Arbitration

15+ YEARS OF EXPERIENCE

Areas of Expertise

Disaster Recovery

Government Contracting

Public Policy

Appeals

Audits

Grant Experience

FEMA PA

Hazard Mitigation Programs

Education

University of Mississippi School of Law, J.D., 2007

Mississippi State University, Bachelor of Art, 2003

EXPERIENCE SUMMARY

Ms. Ellard maintains a national regulatory practice focused on disaster recovery, government contracting and public policy. She has extensive experience with the intricacies of the Robert T. Stafford Disaster Recovery and Emergency Assistance Act and regularly represents public and not-for-profit entities, contractors and industry associations to support grant eligibility and federal procurement compliance.

Ms. Ellard has devoted more than 15 years almost exclusively to assisting clients with the legal and policy issues associated with disaster response and recovery. During this time, she has represented varying stakeholders and gained insight from different perspectives. Her unique knowledge and awareness of prior policy applications and interpretations applicable to the recovery process contributes to the effective, efficient approach she brings to her practice.

Ms. Ellard focuses a large part of her time on the various forms of dispute resolution available under FEMA's Public Assistance and Hazard Mitigation Programs including appeals pursuant to 44 CFR § 206.206 and arbitration pursuant to 44 CFR § 206.209 for Hurricanes Katrina and Rita. Since 2007, Ms. Ellard has served in the state of Mississippi by providing regulatory and policy advice to aid the FEMA recipient/grantee in its administration of more than $3 billion in federal disaster aid, including the preparation and submission of responses to more than 300 administrative appeals. She has also represented public and private non-profit subrecipients/applicants throughout the country in navigation of the complex federal and state regulatory frameworks to help those entities obtain and maintain federal funding. This work has included counsel through all aspects of the state and federal audit process, including those performed by the Department of Homeland Security's Office of the Inspector General.

Ms. Ellard also devotes a significant amount of time to representation of public power entities and rural electric cooperatives, including on issues regarding proper procurement for federally funded projects, legal responsibility requirements and work/costs eligibility. She has prepared procurement templates and systems, as well as FEMA specific guidance documents for individual entities and statewide and national associations.

REPRESENTATIVE MATTERS

- Worked alongside a heavily impacted Alabama electric cooperative in immediate post-disaster response, including support of rapid deployment of multiple base camps and supporting infrastructure. Assisted with solicitation of and contracting with multiple right-of-way, power restoration, and debris vendors using non-competitive emergency contracting to support critical response efforts.

Past Performance

Our team's size, stability, location, and ability to quickly adjust to fluctuating workloads enables us to undertake demanding short-turnaround time projects such as a potential catastrophic disaster, and to administer the resources required for successful completion.

As proven through our 320+ mobilizations throughout the country, Tetra Tech is an expert in delivering project work in accordance with the City's needs. This includes mobilizing the right staff to the right place at the right time. We are able to successfully deliver our project work in part due to our dedication to preemptively address resourcing needs before they impede project progress, whether the requirement is supplemental staff to support the Emergency Operations Center (EOC) immediate response staffing or long-term placement for federal grant management.

Our staff roster includes first responders, grant managers, disaster recovery specialists, planners, engineers, scientists, and technical specialists who have dedicated their careers to emergency management and disaster response and recovery. Their collective experience is based on both pre-disaster planning and post-disaster response and recovery operations working directly for local, state, and the federal government, or though consulting contracts comparable to this RFP.

Tetra Tech has the relationships, expertise, and capacity to ensure this contract's success.

Ability to Perform

Tetra Tech is one of the leading disaster program management and emergency management consulting firms in the U.S. We have led hundreds of major programs for federal, state, and local agencies ranging from the U.S. Environmental Protection Agency to the largest municipalities in the United States. Tetra Tech has managed over $12 billion in disaster funding.

Experience with Similar Clients

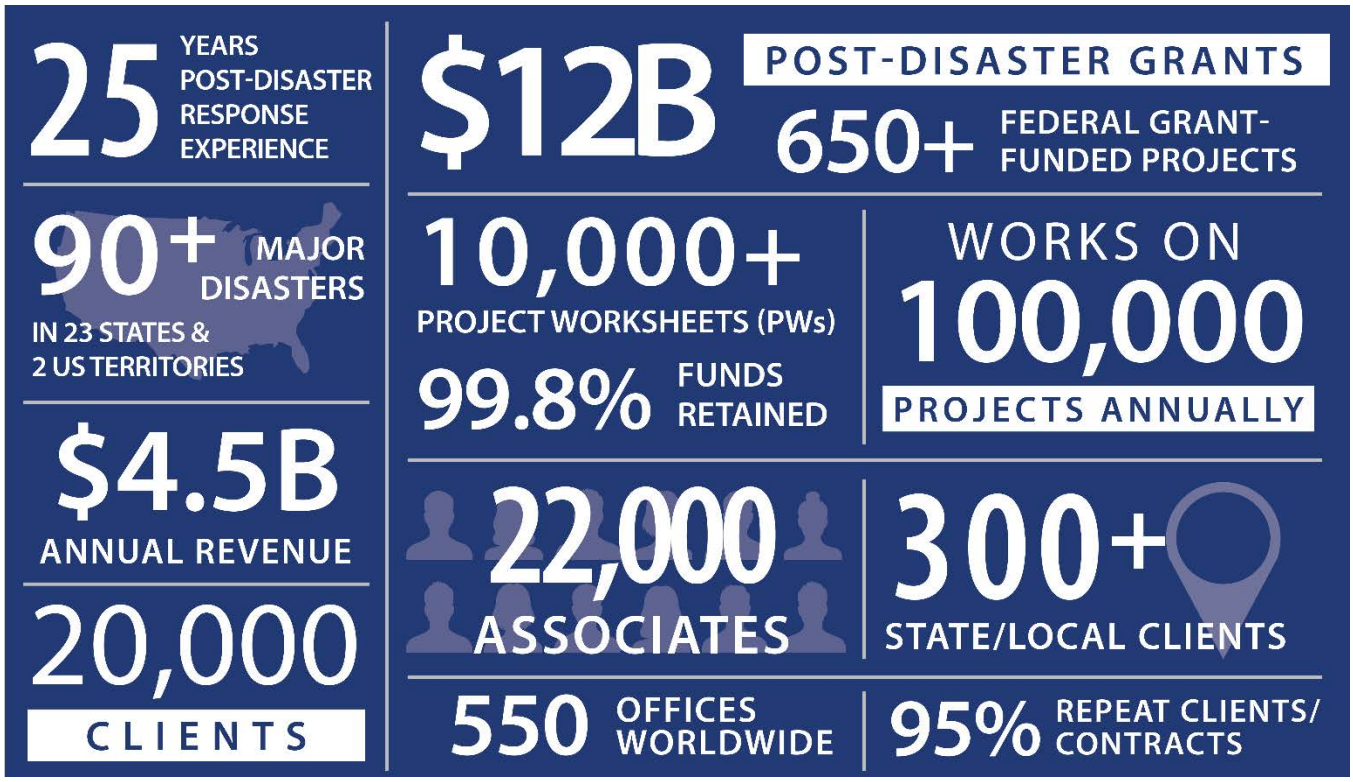
Tetra Tech is a turnkey provider that can perform an all-inclusive approach, and with a national reputation for quality, reliability, and capacity to handle a variety of services. We have been providing similar services since 2001, and most recently deployed our response structure in response to September 2022's Hurricane Ian – **staffing more than 1,300 surge staff in just 10 days.**

Deep Bench of Qualified Staff

We are a global company with **over 22,000 employees located in 550 offices worldwide** that is *Leading with Science®* to provide innovative solutions to complex problems for our public and private clients. In all, Tetra Tech has dedicated problem solvers and innovators from 60 disciplines collaborating on innovative projects worldwide.

Qualifications and Experience in Disaster Recovery Management

Tetra Tech is a national leader in the field of pre- and post-disaster recovery management. Our contracts with federal agencies and state and local governments are in diverse areas such as disaster recovery consulting and technical assistance; staff augmentation; community resilience; grant management; and emergency management planning and preparedness. We have worked closely with these agencies, recipients, and subrecipients on billions of dollars' worth of projects to determine project eligibility and to provide technical assistance, detailed damage inspection reports, cost estimates, validation and testing, audit documentation, and process reimbursements. Our team also maintains strong relationships with many of the lead federal officers, state agency leadership, local governments, and other staff.



Our team brings together a unique combination of expertise from some of the largest and most complex disasters in U.S. history. Our extensive experience includes leading organizations, shaping policy, and successfully working with diverse stakeholders up to and including top elected leaders. Tetra Tech's senior executives have led responses to some of the most notable incidents and disasters in our nation's history. This real-world experience provides our team with valuable insight and ensures in-depth knowledge of best practices and the ability to provide clients with achievable, customized plans.

Tetra Tech has been activated for over 90 disasters, including:

Tetra Tech is invested in the recovery progress in Alabama, has conducted the due diligence to analyze the breadth and scope of the challenges the City currently faces, and is prepared to execute scientifically based solutions with a cadre of established national lead planners, subject matter experts, All-Hazards practitioners, and FEMA stalwarts. All resources to support a successful pathway toward resilience in Alabama are available with Tetra Tech.

Tetra Tech works with state and local governments to navigate federal grant-funded disaster recovery programs, as well as COVID-19 recovery programs, and are committed to advocating for and providing the best service to our clients. We have supported our clients through the disaster recovery process from response and damage identification through cost reimbursement of more than $12 billion in federal funds, including FEMA, FHWA, and other federally funded grant programs. Since the start of the COVID-19 pandemic, we have assisted our clients with managing more than $1.7 billion in COVID-related funds to support recovery across a variety of federal funding programs including FEMA Public Assistance (PA), U.S. Treasury governed Emergency Rental Assistance, and unique Coronavirus Relief Fund recipient-specific programs.

25+ Years of Disaster Grant Program Management Experience

Our team offers experienced disaster management professionals who are adept at helping organizations recover quickly by applying proven methodologies in disaster management. Along with disaster management, we have expertise in insurance claims as well as how Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), insurance, and HUD grants interplay with one another. Our top priority is to facilitate the process, orchestrating a rapid and effective recovery. Tetra Tech Disaster Recovery is a national leader in the field of disaster management. Our activations have yielded grant program management engagements resulting in **clients garnering and retaining 99.8 percent of the funds received.**

Tetra Tech offers **comprehensive services.**

- ✓ Construction Management
- ✓ Hazard Mitigation Planning
- ✓ Floodplain Management
- ✓ Coastal Planning and Design
- ✓ National Flood Insurance Program (NFIP) Compliance Issue Resolution/Training
- ✓ Preliminary Damage Requests
- ✓ Develop Requests for Public Assistance
- ✓ Applicant Briefings and Kickoff Meetings
- ✓ Site Visits/Inspections
- ✓ Project Cost Estimation & Documentation
- ✓ Engineering
- ✓ Geotechnical Engineering
- ✓ Structural Engineering
- ✓ Mechanical/Electrical/Plumbing
- ✓ Water/Wastewater Design/Build
- ✓ PW/Application Development
- ✓ Alternate/Improved/Pilot Projects
- ✓ Project Cost Reconciliation
- ✓ Funding Disbursement
- ✓ Grant Closeout
- ✓ U.S. Treasury Emergency Rental Assistance (ERA)
- ✓ Coronavirus Relief Fund (CRF)
- ✓ Coronavirus Aid, Relief, and Economic Security (CARES) Act
- ✓ American Rescue Plan Act (ARPA)
- ✓ HUD CDBG-CV
- ✓ HUD CDBG-DR/MIT
- ✓ FEMA PA Program (including Section 406 mitigation and Section 428 alternative procedures)
- ✓ FEMA Hazard Mitigation Grant Program (HMGP) (Section 404 mitigation)
- ✓ FEMA Building Resilient Infrastructure and Communities (BRIC)
- ✓ FEMA Flood Mitigation Assistance Program (FMA)
- ✓ FHWA-ER Program
- ✓ FHWA Transportation Investment Generating Economic Recovery Grant
- ✓ Natural Resources Conservation Service (NRCS) Emergency Watershed Protection

Focus On

FEMA Programs

$12 billion+ Managed

Experience Summary

Our team holds comprehensive qualifications in working both for and with State/Recipient agencies and FEMA. Tetra Tech maintains six current contracts directly supporting FEMA, in addition to our routine work with FEMA Recipients and Subrecipients as part of state and local projects seeking reimbursement.

Our experience supporting clients with FEMA programs includes:

- FEMA PA Program
- Section 406 mitigation and Section 428 alternative procedures program
- FEMA Hazard Mitigation Grant Program (HMGP)
- Section 404 mitigation
- FEMA Individual Assistance (IA) Program
- FEMA Flood Mitigation Assistance Program (FMA)
- FEMA Building Resilient Infrastructure and Communities (BRIC)

Recent Sample Projects

Year	Client	Program	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation
2022	City of Fort Myers, FL	PA	■	■	■	■	■	■	■	■	■	■
2022	City of South Daytona, FL	PA		■	■	■	■	■	■	■	■	■
2022	City of Philadelphia, PA	PA	■	■	■	■	■	■	■	■		■
2020	Hamilton County, TN	PA	■	■	■	■	■	■	■	■	■	■
2020	Commonwealth of Massachusetts	PA		■	■		■	■	■		■	■
2020	Harris County, TX	PA	■	■	■	■	■	■	■	■	■	■
2020	City of Houston, TX	PA	■	■	■	■	■	■	■	■	■	■
2020	LA GOHSEP SAL	PA		■	■	■	■	■	■	■		
2020	State of Connecticut	PA		■	■			■	■	■		■
2020	City of Dunedin, FL	PA	■	■	■	■	■	■	■	■		■
2019	State of Missouri	PA							■			■
2019	Commonwealth of Puerto Rico	PA		■	■	■	■	■	■	■	■	■
2018	City of Callaway, FL	PA	■	■	■	■	■	■	■	■	■	■
2018	City of Lynn Haven, FL	PA	■	■	■	■	■	■	■	■	■	■
2018	Dougherty County, GA	PA	■	■								
2018	City of Albany, GA	PA	■	■								

FEMA Focus Areas

Tailored Procedures

Our procedures are tailored to facilitate FEMA review and generation of Project Worksheet versions. Tetra Tech incorporates changes and/or updates to the PAPPG, IAPPG, FEMA IHP Unified Guidance, and Hazard Mitigation Assistance Guidance into our procedures.

Understanding of FEMA Regulations

Our management team and field staff fully understand rules and regulations across FEMA programs. This allows us to monitor contracts in detail while managing and documenting the operation using proven methodologies to maximize reimbursement.

Relationships Regional Reps

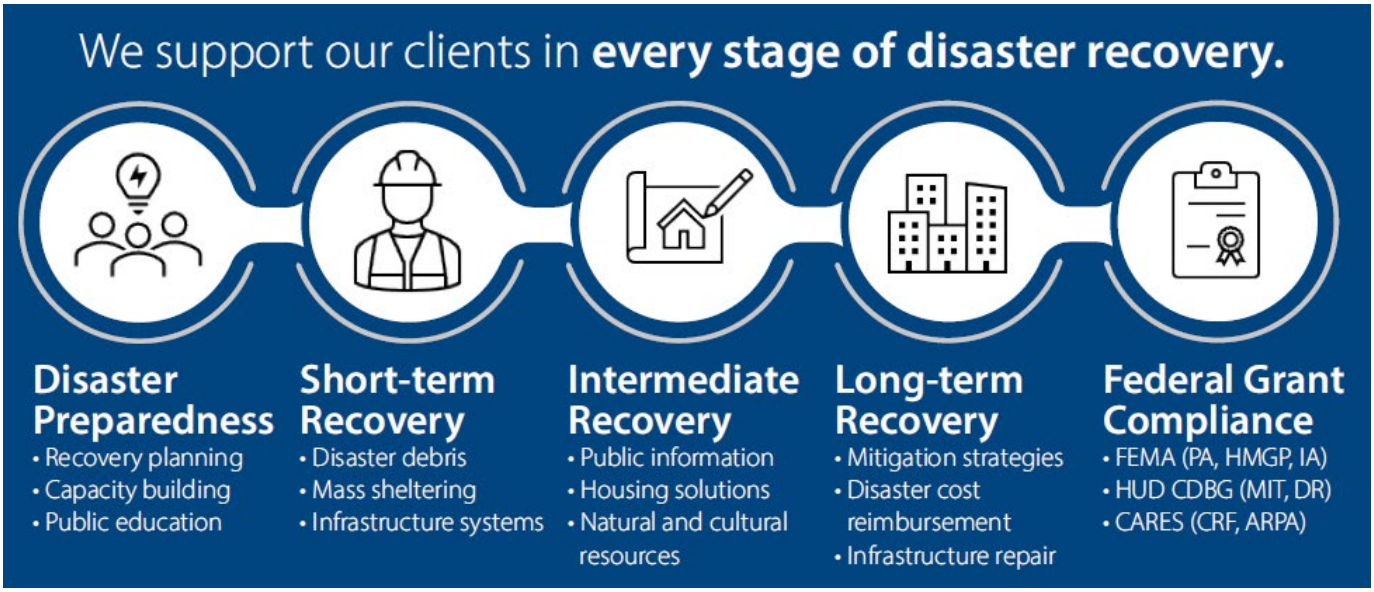
Our team maintains strong relationships with many of the lead federal coordinating officers, PA/IA officers, and other staff. Regular interface and communication with FEMA at the headquarters, regional, and local levels allow our team to obtain quick responses on guidance and issues.

Audits and Appeals

Our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars.

Our program is designed to maximize federal grant reimbursement.

Over the course of working with hundreds of local and state governments on disaster debris management projects, our team has developed a deep understanding of FEMA, FHWA, NRCS, and other reimbursement and regulatory agencies' policies and procedures. Our efforts allow clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations in compliance with programmatic guidelines and procedures. Additionally, we have supported clients across the state and have successfully helping our clients navigate the Alabama Department of Emergency Management (ALEMA) reimbursement and closeout process. Our understanding of requirements for eligibility, documentation, and reimbursement has helped our clients obtain **over $12 billion in reimbursed costs.**



Our team has direct experience with federal grant programs, including:

- FEMA PA Program (including Section 406 mitigation and Section 428 alternative procedures program)
- FEMA Hazard Mitigation Grant Program (HMGP, Section 404 mitigation)
- FEMA Hazard Mitigation Assistance (HMA)
- FEMA Individual Assistance (IA) Program
- FHWA-Emergency Relief (FHWA-ER) Program
- FHWA Transportation Investment Generating Economic Recovery Grant
- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection
- U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG)
- U.S. Treasury Coronavirus Aid, Relief, and Economic Security (CARES) Act and COVID-related funds

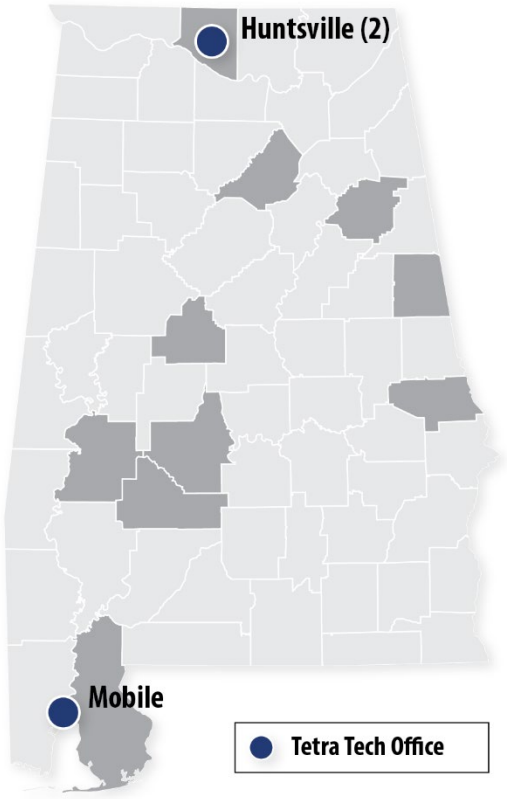
For this engagement, Tetra Tech anticipates that majority of reimbursement will be pursued through FEMA Programs. Our team holds comprehensive qualifications in working both for and with FEMA. Tetra Tech maintains six current contracts directly supporting FEMA, in addition to our routine work with FEMA as part of state and local projects seeking FEMA reimbursement.

Disaster Response and Recovery in Alabama

Tetra Tech has assisted multiple clients in Alabama with comprehensive disaster recovery programs, in the aftermath of disaster events. With three offices and hundreds of disaster recovery professionals throughout the State of Alabama, we are able to respond quickly to our clients' needs.

Additionally, over the last several years Tetra Tech has worked with Alabama Emergency Management Agency (AEMA), Alabama Department of Transportation (ALDOT), and other state agencies on various recovery and reimbursement issues. Our expert staff are prepared to work with local, state, and federal agencies to ensure that the residents of the City of Mobile are able to recover timely and efficiently by maximizing reimbursement funds.

From Mardi Gras to the Port -- ***Alabama is our home. We live here, we work here, and we raise our families here.*** Alabama's recovery is very personal to our team. Having supported recovery from disasters since the 2014 tornadoes, we know Alabama communities are the first to respond as boots on the ground, ready to get to work. Tetra Tech has hired more than 600 local staff in Alabama to support our disaster recovery operations.



Project Samples

Tetra Tech is proud of the strong relationships our team holds with our clients. In accordance with the City's RFP specifications, Tetra Tech has provided references of clients of similar scope and size on the following pages. **We believe that these references will accurately reflect the ability of our firm to provide services, exemplify performance under similar contracts, and demonstrate the ability to provide knowledgeable and experienced staffing for municipal clients.**

Walton County, Florida

Financial Recovery Services

Over the past 20 years, Tetra Tech has worked with Walton County on a myriad of engineering projects, including a variety of stormwater and drainage control planning, design, permitting, and construction administration projects. Since 2009, Tetra Tech has completed more than 95 different County projects successfully, including implementing solutions to drainage and roadway problems.

In 2016, Tetra Tech assisted the County with Flood Mitigation Assistance (FMA) grant applications for the elevation of three residential properties. The grant was awarded and Tetra Tech helped with the elevation of those properties in the role of both elevation construction management and project management.

In 2018, Tetra Tech applied to the Pre-Disaster Mitigation (PDM) Program for a Local Mitigation Strategy (LMS) Plan and received the notification of funding in early 2019. Tetra Tech completed the update for the County and worked with the LMS Committee to get the LMS through the evaluation and acceptance stage for Walton County.

Client
Walton County, FL

Period of Performance
FMA Project: April – May 2016
LMS Project: December 2019 – October 2020
Hurricane Sally: November 2020 – March 2023
COVID-19: September 2021 – December 2022

Reference Contact
Jeff Goldberg, Emergency Management Director
Walton County Emergency Management
75 South Davis Lane
DeFuniak Springs, Florida 32435
(850) 892-8065
(850) 307-4121 (mobile)
jeff@waltoncountyem.org

Hurricane Sally Public Assistance Grant Management

In September 2020, Hurricane Sally struck the Florida Panhandle. Tetra Tech assisted the County with their FEMA Public Assistance recovery by providing consulting and grant management support for damage claims totaling nearly $1.1 million. Tetra Tech provided support with all aspects of the PA Program, including data review and reconciliation, project formulation, site inspections, and EHP considerations.

COVID-19 Public Assistance Grant Management

Tetra Tech assisted the County with their COVID-19 FEMA Public Assistance recovery by providing grant management support for eligible emergency work estimated at $130,000. Tetra Tech also assisted the County with procurement-related questions regarding other eligible recovery programs.

Key Challenges and Successes

Key challenges included navigating the County through their COVID-19 FEMA Public Assistance recovery, given that this program was new to all parties involved. Tetra Tech was able to successfully assist the County by relying on consistent coordination, staying up to date on current policies surrounding the funding, and time-tested standard operating procedures.

City of South Daytona, Florida

FEMA Public Assistance Grant Management Support

Client
City of South Daytona, Florida

Period of Performance
October 2022 – Present

Reference Contact
Jason Oliva, Finance Director
1672 S. Ridgewood Avenue
South Daytona, FL 32119
(386) 322-3063
joliva@southdaytona.org

Hurricane Ian devastated Volusia County, Florida, in September 2022, including the coastal community of South Daytona, when it made landfall as a Category 4 hurricane. Due to the extreme winds and storm surge, the City of South Daytona sustained significant damage to numerous facilities and infrastructure as well as costs related to debris removal and emergency protective measures.

Tetra Tech began immediately assisting South Daytona soon after the storm's impact by deploying a dedicated project management team to the city to implement the recovery operational plan and initiate a FEMA Request for Public Assistance (RPA). Our team also began drafting the FEMA Damage Inventory (DI) and started reviewing and reconciling force account and contract documentation in anticipation of submitting the City's Cat. A (Debris Removal) and Cat. B (Emergency Protective Measures) projects.

Tetra Tech has been supporting the City by providing expert guidance on PA programmatic timelines and policy considerations, recovery best practices, and documentation and administrative processes to develop FEMA project worksheets (PWs) for reimbursement claims.

Key Challenges and Successes

While providing overall project management and oversight, Tetra Tech's team also assisted the City by conducting site inspections, collecting and reviewing documentation, managing the documents and Essential Elements of Information (EEIs) in FEMA's Grants Portal, and providing daily guidance to City staff.

Tetra Tech continues to support South Daytona by providing the documentation and support necessary to develop FEMA PWs for reimbursement claims estimated in excess of $3.5 million.

Louisiana Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP)

Technical Assistance for Stafford Act

GOHSEP has selected Tetra Tech to support numerous communities in Louisiana with response and disaster recovery efforts following Hurricanes Isaac, Ike, Gustav, Katrina, Rita, and LA Severe Storms and Flooding. Tetra Tech supports GOHSEP to work on closing out many of these disasters with work on PWs that require technical assistance to come to final agreement with FEMA regarding eligibility or documentation. Tetra Tech delivers the major scoping elements under this engagement by working with GOHSEP at each step in the process, providing services to review CAs, Direct Administrative Costs (DAC), and Insurance, and provide Technical Assistance. Under Tetra Tech's management approach, our team provides GOHSEP with experienced staff capable of responding to the State's FEMA PA delivery needs, utilizing proven systems to maximize reimbursement, and monitoring financial transactions for accuracy, efficiency, and legality.

Client
Louisiana Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP)

Period of Performance
2019 – Present

Reference Contact
Lynne Browning, Assistant Deputy Director of Public Assistance
1500 Main Street
Baton Rouge, LA 70802
(225) 338-7342
Lynne.Browning@la.gov

Tetra Tech's staff of disaster recovery experts provides cost analyses support to GOHSEP on different projects for applicants in the State of Louisiana. Tetra Tech ensures the process of the completion of Cost Analysis requests is in compliance with cost validation and program requirements set forth by State and Federal Regulations. This work includes detailed reviews and analysis of completed scopes of work for reasonableness by comparing actual costs with estimated costs. Tetra Tech's Cost Estimators perform forensic cost reasonableness analyses, identify PWs with procurement issues identified by FEMA, and provide GOHSEP with in-depth review and analysis of all collected documentation to confirm that costs are reasonable and eligible. Tetra Tech assists GOHSEP's subgrantees in all phases of PW development including, but not limited to, the following phases of PW development and monitoring:

- Sites visits to damaged sites
- DDD development
- Construction cost estimation of repairs
- Engineering reviews
- Environmental reviews
- Historic preservations reviews
- Insurance subrogation
- Project scope and cost negotiations with FEMA
- Response to FEMA requests for information (RFI)
- Interim and final inspections
- Audit support
- Appeals support

Tetra Tech, with its technical staff and experience developing PWs for state and subgrantee clients and performing cost reasonable analyses, continues to assist GOHSEP to close out the State's open disaster declarations and any subsequent presidentially declared disasters that occur during the contract term.

Key Challenges and Successes

Tetra Tech's Insurance Program Specialist supports GOHSEP by reviewing and interpreting commercial wind and commercial flood coverage to ensure there is no duplication of benefits. This work includes reconciliation for Applicants and Insurance Commissioner Certifications, Obtain and Maintain Reviews, ICC Development and Completion, and Applicant Outreach, Communication, and RFIs. Tetra Tech's Insurance Program Specialist advises GOHSEP on coverage or approves the Applicant's reduction of benefits, reviews insurance settlement documentation, reviews insurance reductions to ensure accuracy/review insurance coverage, and compiles insurance information and budget information to complete applications and provide to Louisiana Department of Insurance.

Tetra Tech's PA Program Specialists also support GOHSEP with the review of DAC. This work includes detailed Applicant Reviews, DAC Version Requests, and Closeout Reviews for PWs assigned to determine eligible DAC. Collectively, our team of experts brings a deep understanding of FEMA's PA Program, including issues of eligibility, duplication of benefits, private insurance rules and practices related to disaster and mitigation claims, environmental and historic preservation, and resolution of compliance and audit issues through negotiation, mediation, and administrative appeal.

Plan/Approach to the Project

Project Understanding

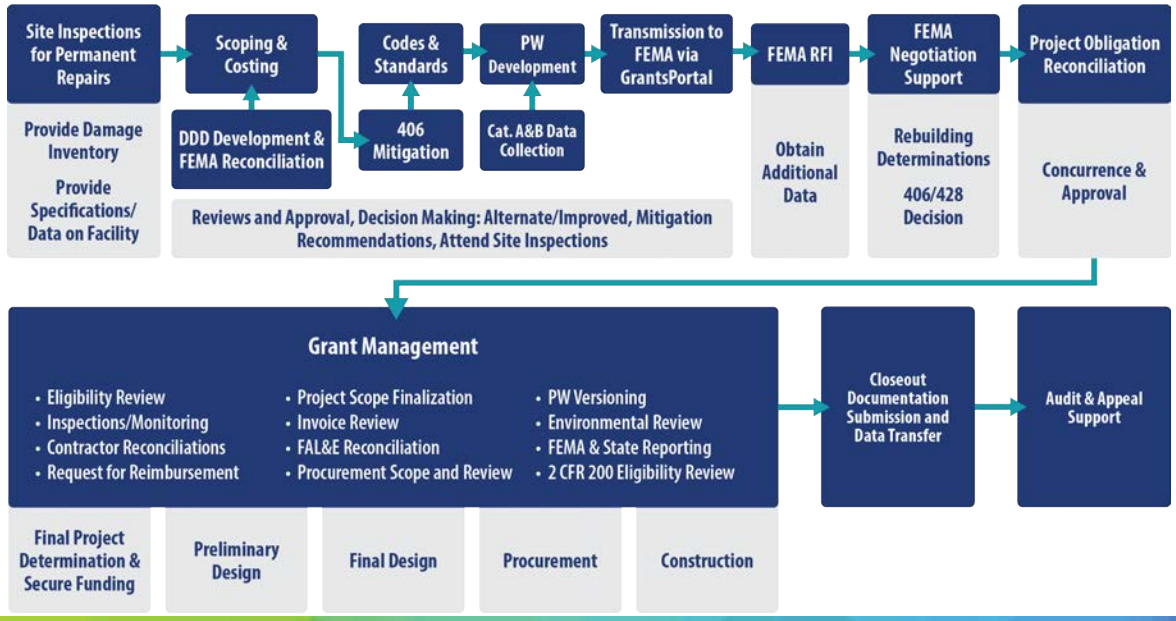
Tetra Tech understands that the City of Mobile is vulnerable to a myriad of hazards that can cause catastrophic damage and result in a presidential disaster declaration. If the City is determined eligible for FEMA PA, Tetra Tech may be activated to provide grant management services, upon the City's notice to proceed. Tetra Tech also understands that time is critical when responding to and recovering from a major disaster. Tetra Tech has the expertise to perform cost recovery services with FEMA, U.S. Department of Homeland Security (DHS), US and Alabama Departments of Transportation (DOT and ALDOT), Alabama Department of Emergency Management (ALEMA), and Alabama Department of Economic and Community Affairs (ADECA). The section below describes how Tetra Tech will support the City upon request for grant management services.

The City of Mobile is located in the southwestern region of Alabama along the Gulf Coast, boasting a rich history and culture and a Tree City USA designation. Following a disaster, it is paramount that the City abides by FEMA regulations and prioritizes environmental and respective historic preservation efforts. Additionally, the proximity to the Port of Mobile and aging infrastructure plays a key role in how Tetra Tech will need to support the City, as these aspects pose unique challenges, such as flooding, during the disaster recovery process as witnessed most recently following Hurricane Sally.

Across our services, Tetra Tech has gained experience in all aspects of emergency management, from pre-event planning, to response, recovery, and closeout. Each phase of our emergency management support has documented and systematic procedures that govern the execution to provide **scalable, consistent, high-quality results. Tetra Tech is capable and prepared to accomplish all aspects of the City's scope of work, including:**

- Response routine throughout the year (Pg. 24)
- Mobilization processes (Pg. 26)
- Remote vs On-site service expectations (Pg. 31)
- Subcontractors (Pg. 30)
- Software or special technical support (Pg. 48)

Tetra Tech is prepared to assist the City with all components of the scope of work. The following section details our proposed start-up procedures, followed by a detailed technical approach. Our team has developed documentation processes to capture the data at each step along the way.



Delivering the City's Scope of Work

Overall Program Management

Our team will deliver a program that can guide the City through the cost reimbursement cycle. Tetra Tech will employ its time-tested, four-step CASE Management Approach to the federal grant program.

Step 1 - Collect the Data.

The biggest challenge typically faced in a grant management program is obtaining necessary data quickly and completely. We have found time and time again that our ability to work with our client on collecting the data upfront will lead to success as we monitor the City's program spending and build the FEMA reimbursement documentation. We employ a number of methods to collect, store, and report data, including rapid and detailed program assessments, one-on-one meetings with departments to collect and secure data, a robust SQL server database to store data offsite, and Microsoft PowerBI to report the City on the status of the project.

Result: We have the most robust data management capability in the industry. The City can trust our team to collect and manage the most critical data throughout each phase of the City's FEMA program.

Step 2 - Analyze the Projects.

Whether it is analyzing thousands of labor records, assessing the plans to make emergency purchases, identifying mitigation measures to protect damaged assets, or designing a multi-billion-dollar COVID-19 economic recovery program, the Tetra Tech team has unparalleled expertise the City needs to support its recovery efforts.

Tetra Tech will work closely with the City from the beginning of our engagement to understand the project status, scope, and goals to determine the best course of action.

Result: We are committed to delivering national experts with a local perspective to deliver solutions for the City. There is no problem too big for our team to solve.

Step 3 - Submit to FEMA.

We understand the need for the City to expedite the recovery process and keep pace on program timelines. We have found that the best way to do this under FEMA's Delivery Model for PA is actively working within the construct of FEMA's GrantsPortal side-by-side with Tetra Tech's proprietary *RecoveryTrac*™ data management tool. Aligning these systems will result in the City's ability to transmit data more quickly to FEMA and the State, maintain visibility in the status of its programs, and quickly illustrate when funds have been obligated. Our ability to integrate these programs has been a transformative tool that has led to a more streamlined and transparent process.

Since first working in Grants Portal under FEMA's beta-test in Albany, GA in 2017, we have worked hundreds of projects in Grants Portal and know the system "inside and out."

Our Philosophy: Disaster Cost Recovery

It's Not What You Get, It's What You Keep: All federal funds come with strings attached. We are adept at developing strategies, action plans, policy, and processes to achieve program success and eliminate funding clawbacks.

Efficiencies to Maximize Benefits: We will help the City receive maximum benefits from federal disaster programs while minimizing the out-of-pocket costs by implementing Standard Operating Procedures and Guidelines aligned with current FEMA and U.S. Treasury policy/regulation.

Bringing in the Right People at the Right Time: Every incident is different, so our team is scalable to meet the needs of the City. Our staffing and resource plan will be constantly evaluated and revised as the pandemic evolves from short-term recovery to long-term recovery and beyond.

Leading Recovery of the Whole Community: Tetra Tech is prepared to assist the City and its communities through the disaster recovery process. Our experience has shown that strong applicant training and advocacy effort yields successful results.

Retaining Funding Through Documentation and Audits: We have a proven track record of success in retaining funds and resolving disputes with funding agencies. Tetra Tech will provide guidance and assistance on internal controls and documentation requirements to ensure projects are fully supported and "audit-ready."

Result: We are committed to supporting the City to provide a rapid and compliant FEMA PA program that meets FEMA requirements for program administration, spending, and reporting.

Step 4 - Expedite the Requests.

When a project is submitted to FEMA or the State for review, Tetra Tech is with the City each step of the way. Within each of the steps, FEMA or State personnel must review the submission. This may result in one or more RFIs or specialized requests or meetings. These requests must be dealt with timely and with the appropriate amount of information to maintain that the PW does not stall in the process or get moved to a previous step.

Our team has responded to tens of thousands of RFIs for Essential Elements of Information (EEIs) and Hazard Mitigation Proposals as well as DURs for Detailed Damage Descriptions since 2017 alone.

Project Initiation

Kickoff Meeting

The Tetra Tech team will begin the project by conducting a kickoff meeting to develop the project work plan and review and update existing communications protocols. The kickoff meeting will include City of Mobile key staff, other City disaster stakeholders, and the Tetra Tech team. During the kickoff meeting, the Tetra Tech team will review the project's goals, objectives, timeline, and deliverables. The outputs of the initiation kickoff meeting will be a stakeholder register and a Tetra Tech/City coauthored project scope statement that will provide the global framework for the project work plan.

Continuous and coordinated communication with City staff is essential for the success of this project. Our project management team understands the importance of effective communication and will seek to establish a communication protocol with the City at the kickoff meeting to continue enriching our proactive working relationship and maintaining frequent information exchange.

Areas to be discussed in the kickoff meeting and memorialized in a project work plan will include but not limited to the following:

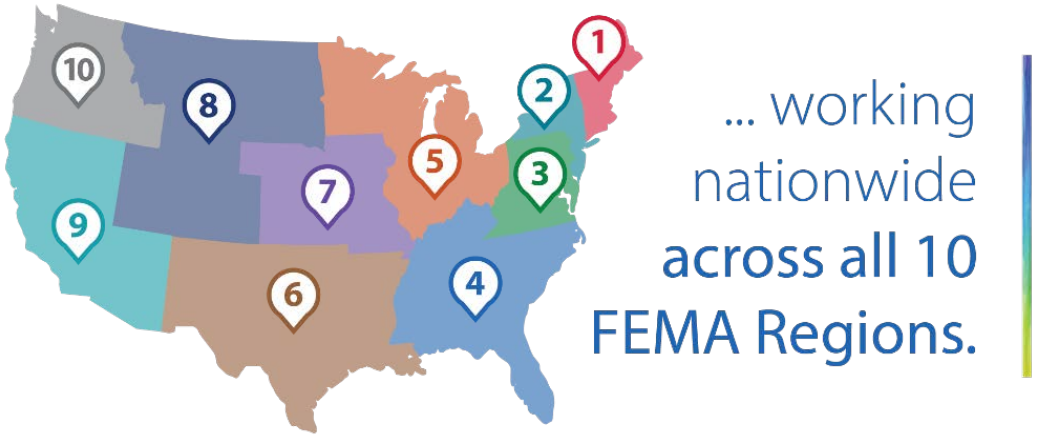
- Organizational reporting between Tetra Tech, City staff, and federal agencies
- Timeline of key events (e.g., mobilization of Tetra Tech staff, timing for initial Tetra Tech meetings with the City, completion of applicant PW formulation, etc.)
- Roles and responsibilities and reporting structure of key Tetra Tech, City staff involved in the federal program emergency/disaster assistance efforts
- Contact information for key Tetra Tech, state, and federal staff involved in the recovery effort
- Likely staging of staff operations, including location of day-to-day operations
- Internal communication so parties are kept informed of progress
- Reporting and information requirements of Tetra Tech's work efforts and progress to the City
- Templates of critical forms to provide consistency across the theater of operations
- Identification of key FEMA officers
- Process flow and approvals of documents between Tetra Tech, the state, FEMA, and other federal agencies
- Gathering information on the City's current critical issues
- Identifying protocols to track and resolve issues or problems that may be identified
- Information to be included in Tetra Tech's status reports to the City regarding recent project activity
- Maintenance of the status reports in an easy-to-access location for parties to review from time to time
- Process for establishing task orders as requested by the City
- Other information as specified by the City

Continuous and coordinated communication with City of Mobile staff is essential for the success of this project.

We will establish communication protocols with the City at the kickoff meeting to continue enriching our proactive working relationship and maintain frequent information exchange throughout the project. *Tetra Tech will also conduct executive briefings with City leadership and other executive identified by the City.*

FEMA Public Assistance Advisory Services

Our team holds comprehensive qualifications in working both for and with FEMA. In addition to having worked across all 10 FEMA Regions, Tetra Tech **maintains six current contracts directly supporting FEMA**, in addition to our routine work with FEMA as part of state and local projects seeking FEMA reimbursement.



Tetra Tech's FEMA reimbursement technical assistance consulting services involve providing guidance and technical assistance for project applications and programs for disaster reimbursement related to response and recovery efforts on behalf of our clients. Tetra Tech has far-reaching experience in assisting clients in post-disaster grant application, administration, program management, and project delivery, including direct experience with funding Categories A-G of the FEMA PA Program. Our team has extensive experience assisting local and state governments with navigating this process and works with officials to properly manage and document work that is eligible for federal funding through FEMA programs.

Meeting Attendance

Another key responsibility of the Disaster Recovery Team will be to communicate and collaborate with state and federal grant managers. This includes participating in calls, meetings, site visits, and work sessions throughout the recovery operation.

Our team members have worked with our clients to lead or participate in over 100 FEMA Exploratory Calls, Recovery Scoping Meetings (e.g., Kickoff Meeting), and Subrecipients Briefings serving local governments. In an effort for subrecipients to be prepared for the initial FEMA meeting, we will conduct **pre-calls** for the following:

Exploratory Call: Tetra Tech will provide example scripts and questions used by FEMA in past Exploratory Calls for subrecipients to review. We will work with the City as a "dress rehearsal" for the Exploratory Call.

Recovery Scoping Meeting (RSM): Tetra Tech team will have the first draft of the Damage Inventory (DI) within 48 hours of the City and FEMA scheduling the RSM. We will request that the City provide comments back within 24 hours, and we will incorporate comments immediately. We will have electronic and printed copies of the DI prior to the official RSM for distribution to FEMA, the State, and the departments.

Throughout the course of our engagement with subrecipients, Tetra Tech may also be called upon to support ad hoc or scheduled meetings with City and FEMA staff. These meetings may include:

1. 406 Mitigation Proposal Reviews
2. Ad hoc meetings with Consolidated Resource Center (CRC) / Informal RFI meetings
3. Regularly scheduled meetings
4. Additional meetings to maintain project forward momentum/progress

Our approach will include pre-calls and preparation prior to meetings with the State of Alabama and FEMA. This will include preparation of agendas, PowerPoint, technical memorandums, and technical studies. In each meeting Tetra

Tech will also provide notes from all FEMA and State meetings will be made available to all participants to memorialize the discussion.

FEMA PA Project Work Plan

The following table provides a timeline to illustrate the timing of events identified in this proposal for a mobilization. The exhibit provides a chronological timeline listing the approximate start date and duration for each service area. The actual start date and duration would be agreed to by the City and Tetra Tech during the Task Order scoping meeting discussed above and memorialized in the Task Order.

Tetra Tech PA Project Timeline

Time	Tasks	Deliverables/Milestones
Annual Training and PA Updates		
Annual	**Meet with City of Mobile to review PA Administrative Plan, provide annual refresher training course, and provide PA updates**	• Conduct annual coordination meeting with the City • Obtain and coordinate management of critical documents and files, • Review and revise PA plans and procedures, as required • Provide PA legislative and regulatory updates
Pre-Event Activities (In cases of a no-notice event, the following pre-event tasks would be performed immediately post-disaster)		
H-96	**Communication check/internal capabilities review**	• Contact the City via phone to establish a point of communication • Initiate daily Tetra Tech Team conference call (Tetra Tech Team) • Determine potential staff resource requirements (Tetra Tech Team)
H-72	**Execute responsibilities and activate contracts**	• Review statewide procedures/guidance documents issues from the State • Continue daily Tetra Tech Team conference calls (Tetra Tech Team)
H-48	**Monitor storm track and continue preparations**	• Place Tetra Tech Account Manager & key PA staff on alert prepare to mobilize • Conduct regular meetings with the City
H-24 *	**Mobilization**	• The City issues Task Order (TO) and notice-to- proceed to the Tetra Tech Account Manager and key Recovery staff, as needed (for no-notice event this would come after TO scoping meeting occurs) • Save critical documents and files to the network drive, USB drive, and laptop hard drive • If requested by the City, deploy Phase 1 staffing (Project Manager and other key Recovery staff to EOC) • Support incident action planning through the entirety of the response and recovery efforts
H-0	**Arrival/Impact of Disaster or Initiate Response to No-Notice Event**	
Response and Recovery		
H +24	**Mobilization**	• Deploy Tetra Tech staff in accordance with the City TO requirements • Coordinate with the counties to support PDA and prepare to receive PDA data • Provide damage and debris model and estimates
H +48	**Damage assessments/operational plans**	• Conduct Tetra Tech/City project kickoff meeting • Begin development of PA Disaster-specific Work Plan • Participate in status review meetings • Continue PDAs data collection and support

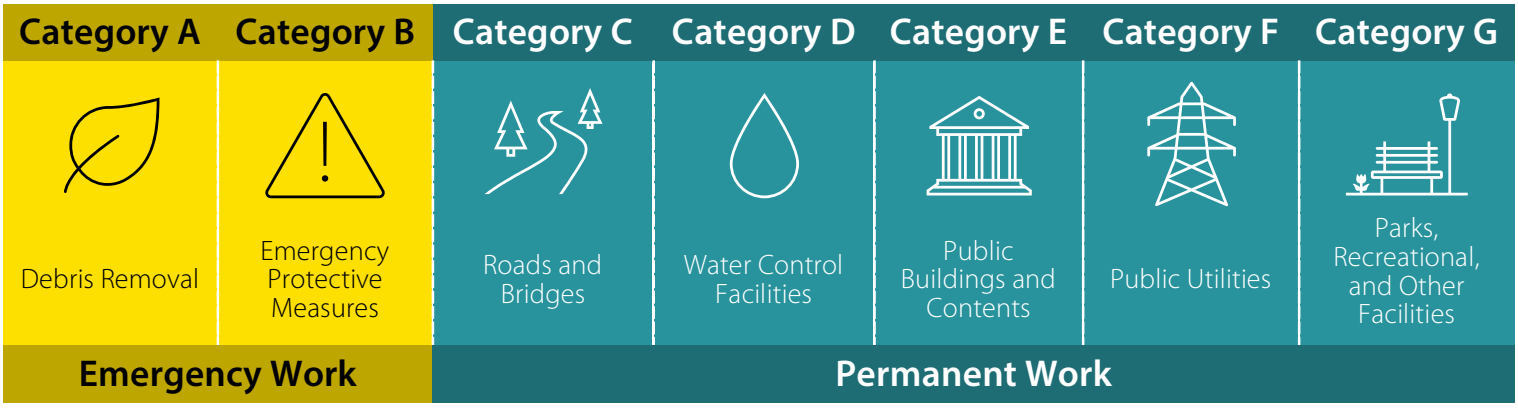
		• Develop cost estimate and other inputs required for presidential disaster declaration • Develop operational plan for disaster-specific issues
H + 1 Week	**Stabilize response**	• Receive approval for PA Work Plan • Develop training protocols • Plan and schedule applicant kickoff meetings • Begin weekly reporting to the State Public Assistance Officer (SPAO)
H + 2 Weeks	**Implement programs**	• PA Technical Support and Service section fully functional • Deliver PA training to City as requested • Conduct applicant kickoff meetings • Provide debris analysis
H + Multiple Weeks	**Full project implementation**	• Provide PW support to City • Test 20% sample of PWs and report results • Review PWs for mitigation opportunities
Weekly	**Project maintenance**	• Participate in weekly review meetings • Provide the City with weekly status reports
When Needed	**Support services**	• Provide the City with issue report within 24 hours of identifying a significant issue • Provide City with program advocacy • Deliver assessments on complex issues management and resolution • Provide regulatory reviews • Assist in appeals • Conduct desk audit on completed PWs
Available Anytime	**Support services**	• Project Report Dashboard • Access to *RecoveryTrac*™
Project Completion	**Document turnover/ closeout**	• Conduct final inspection on PWs • Provide closeout package

Tetra Tech is very experienced in working closely with cities and special districts on behalf of a City. These operations require close coordination and effective communication across the emergency management structure to ensure the proper execution of responsibilities across the units of government – and we'll do just that for the City of Mobile. Examples of our experience include the following:

- **During Hurricane Ian in Florida, Tetra Tech provided substantial resources on behalf of Lee County to restore water and wastewater systems that were significantly damaged. This required close coordination with the State, the County, and local City governments within Lee County.**
- Philadelphia is a coterminous City and County that Tetra Tech has worked closely with for many years including planning, training, and after-action reports. For the past 2.5 years Tetra Tech has helped the City/County manage over $375 million in federal funding from Treasury and FEMA.
- In the State of Connecticut, Tetra Tech has helped 30+ Applicants submit over $400 million in FEMA PA reimbursement requests and is preparing to review nearly $1 billion in FEMA PA claims for their COVID-19 disaster.
- Tetra Tech is working with Fort Bend County, Texas, on a variety of infrastructure grant programs focused on flood mitigation, road and bridge work, pedestrian and bicycle lane expansion, and broadband support. Our team closely coordinates with both cities and special districts within Fort Bend County to ensure transparency and regional buy-in.
- The City of Long Beach, California, is currently working with Tetra Tech on managing over $45M in FEMA PA project management, to include project reimbursement risk analysis, force account labor cost reconciliations, technical support on multi-million dollar eligibility questions at the state and FEMA Region level, and the creation of a Long Beach-focused FEMA PA Processes and Procedures Manual.

- Tetra Tech is assisting Warren County in Category A-G FEMA PA projects as a result of the DR 4630 Kentucky Tornadoes. Work includes deconflicting with City of Bowling Green and State debris removal efforts that occurred in the immediate aftermath of the disaster.

Tetra Tech has supported clients in processing FEMA PA grant funding across all categories of work, including:



Development of Project Worksheets

Tetra Tech is prepared to assist the City in all levels of Project Worksheet (PW) development. Tetra Tech will assist in all phases of PW development including, but not limited to, the following phases of PW development and monitoring:

- Sites visits to damaged sites
- DDD development
- Cost Estimates
- Engineering reviews (if applicable)
- Environmental reviews
- Historic preservations reviews
- Insurance subrogation
- Negotiations with FEMA on project scope and costs
- Responding to FEMA RFIs
- Interim and final inspections
- Audit support
- Appeals support

Tetra Tech and our project team have significant experience supporting clients in performing cost analyses. With over 22,000 technical specialists and engineers and multiple offices throughout the region, Tetra Tech will support the City in any of its PW development and forensic needs.

Tetra Tech's PA SOPs reflect requirements of the formulating PWs within the GrantsPortal system and following FEMA's Streamlined Process for COVID-19 Disaster.

Following Hurricanes Matthew, Harvey, and Irma, the Tetra Tech Team was able to provide eligible costs and documentation to write the PWs using *RecoveryTrac*™, **resulting in identifying 25% more damage than FEMA.**

In the preparation phase of the PW (e.g., Project Formulation), Tetra Tech will identify the project category (A-G), determine if it is a large or small project, whether it is work to be completed or work completed, and ultimately draft the scope of work for the project.

Damage Assessments

Federal disaster programs require the City to demonstrate that certain damage thresholds have been met. The speed with which the City can document, gather, consolidate, and submit damage estimates to FEMA determines how quickly disaster assistance is provided. Tetra Tech can provide the immediate support to expand the City's ability to conduct Preliminary Damage Assessments (PDAs).

Tetra Tech has performed PDAs for clients in the states of Texas, South Carolina, Florida, North Carolina, Connecticut, and Puerto Rico in the last three years alone. We have standardized methodologies and our *RecoveryTrac*™ tablet and mobile device software system that can be used by Tetra Tech or loaded on the City's devices to collect uniform PDA data quickly and efficiently.

Tetra Tech *RecoveryTrac™* Preliminary Damage Assessment Electronic Data Collection

The Tetra Tech team has established SOPs for PA support developed over hundreds of past projects under the old and new delivery models. ***The SOPs have been recently updated for the latest version of the FEMA GrantsPortal system.*** When developing PWs and versions, Tetra Tech will use these SOPs to incorporate accurate scopes of work, damage descriptions, and cost estimates. The draft PW will take advantage of site visits performed by Tetra Tech cost estimators and PA technical staff, including photography of the damaged assets collected in *RecoveryTrac™*, Tetra Tech's Android-based PA project and information tracking tool.

Tetra Tech staff will be available to perform damage assessments and site visits to damaged assets (with the prior approval of the City) to capture certain critical information using Tetra Tech's Android-based PA project and information tracking tool, *RecoveryTrac™*. Information to be collected would include the following:

- Digital photographs and video of the damage site
- Address and GPS coordinates of the damaged site
- Brief narrative of the damage observed
- Document assumptions being made with respect to repair or replacement

Project Controls/Quality Control Procedures

Our team is committed to the shepherding the City's projects at each phase throughout the grant life cycle to mitigate the risk of funds being unspent. To achieve these goals, Tetra Tech's approach to managing, controlling, and supervising our team will revolve around (1) providing Tetra Tech's Project Manager with appropriate responsibilities and authority; (2) tracking and reporting progress and costs; (3) implementing a tested and reliable quality assurance methodology; and (4) training project staff on tools and techniques that help improve the operational efficiency of the project team and the drive project toward completion.

1. **Seasoned Management Team:** Our management team is empowered to access and direct the necessary company resources.
2. **Tracking and Reporting Data Utilizing Tetra Tech's *RecoveryTrac*™ Data Management System:** Tetra Tech will provide the City with standard and customized reports in a web environment using its cloud-based *RecoveryTrac*™ integrated data management system.
3. **Time-Tested SOPs:** Our team's policies and procedures for this type of work have been tested thousands of times as we have helped grantees and subgrantees execute FEMA PA projects.
4. **Trained Staff:** The staff assigned to this project will be trained on the systems, technology, processes, and guidance documents.

Subcontractor Management

We are adept and experienced in managing the availability of and access to needed personnel on disaster management projects. These projects often require simultaneous performance of multiple task orders by multiple companies, often at multiple locations. Our approach is that personnel from each company assigned to a task order will work together as one under Tetra Tech's single task order organization toward a common set of performance goals. Each participating subcontractor will perform as an integral team member to provide the diverse resources and flexibility this contract demands, and Tetra Tech will take direct responsibility for all subcontracted work.

Schedule Management

During the program initiation phase, the master schedule and budget baseline define projects to a common level through the definition of the project work plan. As projects advance through the delivery lifecycle, the master schedule will be updated to reflect the additional scope and schedule details or adjusted when unforeseen obstacles arise.

The Tetra Tech team will control the master schedule with input from all stakeholders and will analyze impacts from individual projects or activities programmatically. We have extensive experience in all aspects of project scheduling for many different project delivery methodologies. Our project controls professionals bring decades of scheduling experience and are fluent in a full range of software applications. The master schedule will:

- Provide a logical, structured, and feasible timeline for completing the program within the specified time highlighting compliance requirement.
- Identify the critical path from kickoff through final completion and closeout emphasizing dates for key deliverables submittal.
- Assist the project team in monitoring and measuring the project's progress, focusing on early identification and mitigation of variances.

The program master schedule progress and budget performance will be updated on a regular basis throughout the life of the project. Monthly, the Tetra Tech Project Manager will perform the following reviews:

- **Program Schedule Review:** As part of the monitoring and control processes, the Tetra Tech Project Manager will review all projects included in the master schedule on a monthly basis and provide any updates or adjustments to the City Project Management Team.
- **Budget Performance Review:** The program budget will be monitored and provided to the City Project Manager, including approved Task Order amounts, actual costs, forecasted costs, and average spend by task. Any trending above or below benchmarks will be brought to the attention of the City Program Manager and remedy or redirection will be discussed.
- **Disbursement Tracking:** Tetra Tech will track, review, verify, and approve funds distributed as requested by the City. The Tetra Tech team will be responsible for the steps of verification of costs and reconciliation.
- **Monitor and Report Overall Program Costs:** A key role of the Tetra Tech Project Manager is that of financial management. Accurate and timely reporting on actual costs, forecasting of accrued costs, and comparison to percentage of work completed and schedule are integral to effective program management.
- **Monitor/Report on Subcontractor Costs:** Tetra Tech will monitor and report on subcontractor costs to ensure they are in alignment with the overall approved cost approved by the City Project Manager and that they remain the best value to the project management team.

Deadline Management

The Tetra Tech team will maintain awareness of all deadlines and, in advance of any upcoming deadlines, assist the City in requesting extensions as necessary. This includes the following deadlines:

- 6 months for Emergency Work (Category A and B)
- Additional 6 months for Emergency Work (Category A and B)
- 12 months for Section 428 opt in
- Additional 18 months for Permanent Work (Category C-G) after 36 months
- Extensions to RFIs
- Extensions to Appeal Responses

In addition, our team will work with the City to submit accurate quarterly reports for each project throughout the life of the grant. In our *RecoveryTrac*™ system, we will implement push notifications to alert two (2) weeks in advance of quarterly reporting deadlines.

Tetra Tech has worked with countless communities following disasters like Hurricane Charley, Jeanne, Francis, Ivan, Ike, Gustav, Harvey, Irma, Maria, and most recently Ian to meet every extension request whether it be debris, emergency protective measures, or permanent repairs for both State and FEMA deadlines.

Internal Controls

The Tetra Tech team helps clients identify, understand, and manage risks. Our team will apply our extensive experience in internal controls, risk management, regulatory compliance, and technology to provide a full range of control and risk advisory services. Our team will assist in evaluating processes and controls, perform testing, and recommend control enhancements to mitigate overall program risk.

Fraud, Waste, and Abuse

Our team's approach is focused on fraud prevention and deterrence, continuous improvement of current anti-fraud controls and fraud detection and monitoring with data analytics. We employ a flexible, case-sensitive approach to each fraud investigation. We will implement procedures including review, approval, and the related controls to detect potential duplicate payment requests during claims processing. We will use various data analytics tools to identify anomalies in claims, including data extraction techniques to prevent and detect duplicate payments.

When we identify an expense or claim that requires further analysis, we will request additional information from the vendor to supplement any claims that we deem deficient. We will design specific templates, including types of costs and the support that will be needed to adequately support the claims. The goal of requesting additional information will be to reimburse the costs, not deny payments. Therefore, we will work with the City to address all avenues before we deny any costs submitted for reimbursement.

Ability to Perform and Collaborate Remotely

Tetra Tech views all our projects as an opportunity to build a partnership with our clients. We understand how important complete coordination and collaboration are in providing valuable and reliable services. As such, our philosophies include deliberate, continuous, and effective communication with key stakeholders throughout every phase of our projects; an understanding of stakeholders' time commitments and the demands placed on their time; and an understanding of the realities and technical issues required for the scope of work.

Our strategy for effective communication includes physically attending prescheduled meetings as needed or requested by the City, as well as providing ongoing support via remote work environments. **We understand that successful coordination with the City and its debris removal contractor is critical to the ongoing success of Disaster Management Consulting operations and, ultimately, maximizing federal reimbursement.**

Tetra Tech Remote Capabilities

Tetra Tech has been performing services for our clients remotely for years – long before the COVID-19 pandemic pushed many organizations to go virtual. To provide the best and most skilled staff available to our clients, we do not limit ourselves geographically.

To further adapt to the COVID-19 working environment, our team has become expert users of virtual engagement platforms such as Microsoft Teams and collaborative tools like Klaxoon. Our primary mode of immediate communication to staff is through Microsoft Teams. This is where messages and questions are answered between staff and supervisors. Teams is also the central repository for announcements and program changes. The chat allows supervisors to interact with their team instantly and maintain consistent messaging about project processes.

Our clients receive access to a user-friendly virtual environment through SharePoint or Tetra Tech's *RecoveryTrac™* technology. Clients will be able to access an exquisite data management suite for real-time dashboard reporting available 24/7.

Virtual Service & Local Presence

Our project methodology prioritizes local presence to support project work, with **3 existing office locations across Alabama.** Tetra Tech teams are also power users of digital collaboration platforms, including Microsoft Teams, which allows us to accommodate ad-hoc meetings and collaboration.

Spotlight on: **FEMA PA Small Project Threshold Revisions**

On August 3, 2022, FEMA's small project threshold significantly increased from $139,800 to $1 million. On January 6, 2023, FEMA announced the Public Assistance Simplified Procedures Policy # FP-104-23-001. **Specifically, the policy reduces the documentation burden for eligible facilities, work, and costs for small projects.**

According to the new policy, FEMA will now accept Applicants' certified estimates and summary information for costs under simplified procedures. FEMA will also accept the Applicants' certifications for damage and work rather than requiring detailed documentation. This policy does not necessarily mean that projects will be paid and closed out quicker in all States, Tribes and Territories, unless changes to the Administrative Plan occur (FEMA requires annual updates to the Admin Plans) and will likely result in increased administrative costs for recipients and subrecipients depending on who pays the non-federal cost share.

It is our understanding that the goals of this policy are to reduce administrative burdens and costs, and to accelerate the reimbursement process and the closeout procedures, however, there are increased responsibilities and administrative burdens regarding project documentation reviews, and project closeout requirements upon the Recipients. In addition, if a project cost estimate is underwritten, many small subrecipients may not have the funds to complete the recovery project and run the risk of paying for a higher cost share. All recipients will now assume greater risk when advancing FEMA project funds. De-obligation risk is also higher now for all subrecipients. **Tetra Tech will focus on formulating accurate cost estimates quickly while reducing the risk for potential cost overruns on all small projects. Our team will work with the City of Mobile and the State to discuss their small project threshold.**

Our subrecipients and our local level clients have a deeper "bench" of technical support compared to our competitors, i.e., the utilization of our engineering and technology Subject Matter Experts within our company will assist with formulating accurate costs estimates quickly and accurately.

Financial, Payroll, and Grant Management

Maximizing Federal Grant Funding

We understand how federal funding sources can work "in concert" to reduce local financial impacts to the City, such as FHWA's Emergency Relief (ER) Program, NRCS Emergency Watershed Protection (EWP), HUD's CDBG-DR, CDBG-MIT or CDBG-CV programs, Treasury Coronavirus Relief Program (CRF) or American Rescue Plan Act (ARPA). For those projects that may require a local funding component, we will work with the City and its representatives to identify and apply for innovative sources of assistance, working this into cash flow projections and final cost calculations.

Tetra Tech maintains internal Policy Groups specializing in FEMA, HUD, Treasury, and other federal funding agency policy, comprised of subject matter experts within our organization and partners. These groups are focused on reviewing and analyzing federal funding passed to state, tribal and local governments through new and existing programs for economic, whole community recovery. With the support of these experts, the City gains direct insight into the successes and best practices learned across Tetra Tech's nationwide preparedness, response, recovery, and mitigation operations.

Tetra Tech is a **turnkey provider** that can perform an all-inclusive approach, and with a national reputation for quality, reliability, and capacity to handle a variety of services. We have decades of experience in upholding regulatory compliance, which is imperative for large, complex programs that implement innovative concepts for whole community recovery.

As a **full-service engineering firm with expertise in federal grant compliance,** Tetra Tech is able to support development, design, prioritization, delivery, and closeout of a wide range of projects, from infrastructure engineering to disaster debris monitoring.

Tetra Tech works directly with our clients to identify and scope projects during the planning phase, align with competitive funding, conduct conceptual design and engineering during grant development, to full cost estimating and engineering for implementation.

Tetra Tech's Top 10: Maximizing Federal Grant Funding

1	Prepare a comprehensive **plan.**	Maintain a comprehensive disaster recovery plan that outlines the process for applying for federal funding, as well as the roles and responsibilities of state and local agencies, and other stakeholders.
2	**Coordinate** effectively with federal agencies.	Establish a strong working relationship with federal agencies, such as FEMA and HUD, to ensure that they are aware of the City's needs and are familiar with the City's recovery plans.
3	Use all available **resources.**	Make use of all available resources, including federal grants, low-interest loans, and other forms of assistance, to maximize funding and minimize impacts on affected communities.
4	Be ready to provide **documentation.**	Be prepared to provide the necessary documentation, such as damage assessments and cost estimates, to support funding requests through federal grant programs.
5	Be proactive in identifying **unmet needs.**	Actively identify unmet needs in affected communities and work with federal agencies to secure additional funding to address those needs.
6	Be **transparent** and accountable.	Be transparent and accountable in the use of federal funds, and provide regular updates on the use of funds and the progress of recovery efforts to the general public.
7	Maintain a focus on **timelines.**	Timeline and deadline management are critical in ensuring that the state's needs are met and that the state is in compliance with federal regulations.

8	Leverage in-state and **local expertise.**	Leverage in-state and local expertise to identify and prioritize the most critical recovery needs, and to develop and implement plans that will help to minimize the impact of future disasters and promote long-term recovery and resilience.
9	**Engage** the affected communities.	Involve the affected communities in the recovery process by keeping them informed and engaged throughout the process.
10	Partner with **experts.**	Partner with a disaster recovery consultant like Tetra Tech to have expert guidance in maximizing the federal funding available and prioritizing recovery projects across all grant programs.

Working with a Broad Range of Applicants

Our solutions are built on experiences from our current work with a broad range of federal grant funding applicants to efficiently and effectively meet both recipient and subrecipient needs. Tetra Tech's proven methodologies for assisting clients to expedite recovery programs by prioritizing compliance, advocacy, and customer service. **The Tetra Tech team has worked with all types of applicants in all types of scenarios.**

Experience with Types of Applicants

Throughout the course of completing countless response and recovery projects for more than two decades, we have overseen numerous federal grants, including PA, HMGP, FMA, IA, CDL, CDBG, ESG, CRF, CARES, ARPA, PDM, FHWA, FTA, and USDA-NRCS for the following:

- States
- Counties
- Cities
- Individuals
- Houses of Worship
- Small Businesses
- Non-Profit Organizations
- Agricultural Producers
- Public Utilities

Expertise in Programmatic and Policy Advisory for Federal Grant Programs

The Tetra Tech team has a deep pool of policy and regulatory experts and can provide answers to the most complex regulatory questions. Tetra Tech provides valuable insights for our clients as they navigate Federal program implementation. As indicated by our qualifications, Tetra Tech provides consulting services for government programs across the United States mainland, Puerto Rico, and the Virgin Islands, including FEMA PA, FEMA IA, FEMA HMGP, CDBG-CV, CDBG-DR, CDBG-MIT, HOME, Treasury programs, and many others. Our team approaches policies and regulation questions with a thoughtful, collaborative process that produces sound results that the City can use to navigate the regulations and policies for tracking costs for programs pursued through this contract.

Tetra Tech is an industry expert in federal grant program documentation. This is our specialty, and we have provided this service to our clients on a myriad of federal programs over the last 25 years. We scour program guidance to create a program documentation process that is implemented at the onset of the program. Quality assurance and quality control against program documentation requirements is our standard. We reach out to our network of federal partners to stay ahead of program changes and confirm language of the policy guides.

Throughout the course of the hundreds of grant management projects that our staff have administered for state and local governments across the U.S., our team has developed a deep understanding of local, state, and Federal policies and procedures. **We commit to maintaining compliance with the applicable requirements in project operations and serving as a coach to the City and local jurisdictions to design and deliver compliant programs.**

1	**We are experts in federal grant policy.**	Tetra Tech has Federal Policy Groups composed of subject matter experts focused on reviewing and analyzing federal funding passed to state, tribal and local governments through new and existing programs for economic, whole community recovery. New information is frequently being released by the federal government in the way of additional funding, guidance documents, and Frequently Asked Questions (FAQ), and our team is immediately primed to analyze and report on impacts to our clients' programs.
2	**We know Alabama.**	Our team maintains strong relationships with many of the lead federal officers, state executive agency leadership, and staff across Alabama's municipalities. With these relationships, many of the critical decisions and key issues can be addressed at the highest level. Our team also understands the duties and responsibilities of emergency management personnel at the state and local level, which helps us build strong relationships.
3	**We inform compliant service delivery.**	The Tetra Tech team's primary mission is to aid the City with eligibility, administration, and compliance issues surrounding federal funding allocations. As grant programs and the City needs evolve and new program requirements and guidance are released, we serve as a trusted advisor to modify programmatic SOPs and other procedures to mitigate risk of noncompliance.
4	**Our oversight framework aligns with program requirements.**	Tetra Tech will work with the City stakeholders to establish an Implementation Plan along with SOPs for critical program elements, including financial procedures and compliance. We have combed the FEMA, HUD, and COVID-related guidance to develop template SOPs that can be updated and implemented for the City's range of program types. We can quickly customize our templates to meet the City's task order needs and meet federal documentation and compliance requirements.
5	**We maintain audit-ready files.**	We know federal agencies routinely and randomly review our clients' programs. We maintain our documentation process so that files are audit-ready, and our procedures are tailored to facilitate review and generation of project submissions.
6	**Our team is committed throughout closeout.**	Tetra Tech's work does not end when project tasks are complete. Through the demobilization phase, Tetra Tech completes extensive documentation, producing and delivering required deliverables to support auditing. Audit support not only includes a detailed project report that summarizes the project and identifies opportunities for improvements on future engagements, but also includes continued availability of information systems to support closeout information requests.

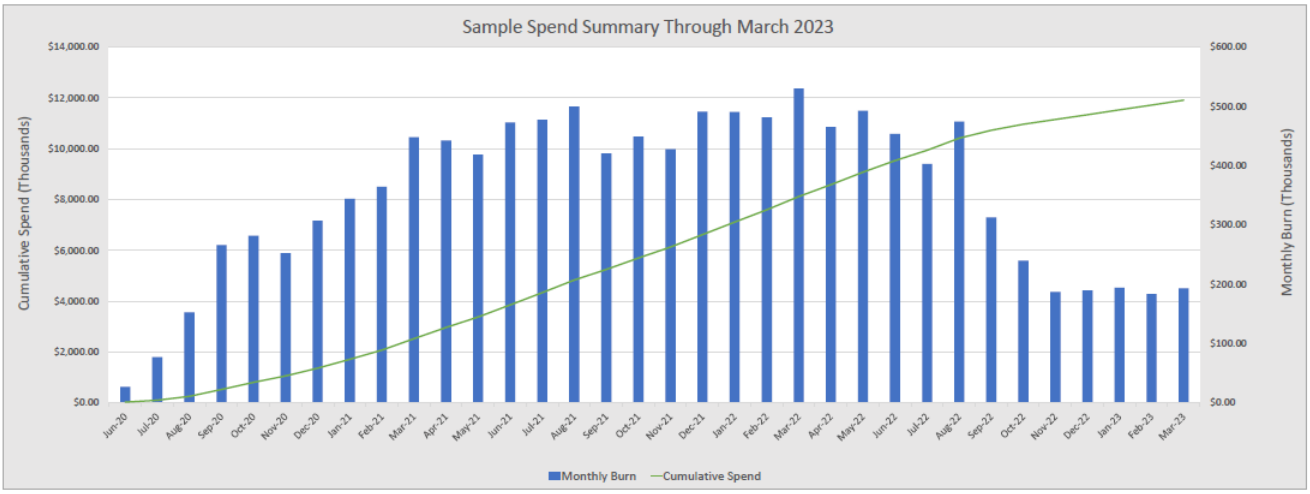
In a catastrophic disaster, the City may be faced with managing hundreds of millions of dollars from federal agencies such as FEMA, FHWA, and HUD for thousands of applicants. The Tetra Tech team has experience in working both on the grantee and subgrantee levels to track the drawdown of such payments in accordance with the federal regulations.

For large, multi-agency and multi-grant funded programs, the Tetra Tech team develops recovery project spending projections and maintains an overarching expenditure dashboard to establish a basis to monitor expenditures and establish cost controls.

Sample PO Summary

TT Project Number	Description	Approved Task Order Amount	TT Estimated Spend Through Week Ending 4/28/2023	Balance on Approved PO	Estimated Current Week Burn	TT Costs Estimated through Week Ending 5/5/2023	TT Costs Estimated through Week Ending 5/12/2023	Invoiced	Paid	AR Balance	Date Funding Will Run Out at Current Burn
Active Task Orders/ PO											
1051234	Sample Project	$15,789,279.50	$12,066,472.39	$3,722,807.11	$33,865.39	$12,100,337.78	$12,134,203.17	$11,912,853.19	$11,525,870.44	$386,982.75	6/12/2025

Note: This summary is based on the information and estimates currently available.



These actions work toward mitigating the risk of unanticipated shortfalls in cash flow, provide a method for allocating grant expenditures, monitor and track to reduce duplication of benefits, and can forecast potential grant award amounts. **In addition, we have assisted our clients with financial controls for requests for reimbursement and state audits as well as Office of Inspector General (OIG) capacity audits.**

Federal Regulations Related to Disbursements for Disaster Recovery Operations

Government Accountability Office (GAO) Regulations	2 CFR 200	Single Audit Act and Audit-Related Guidance for Entities Receiving FEMA PA Funds	OMB Memorandums
OMB Disaster Relief Guidance	Davis-Bacon Act	FHWA Form 1273	Federal Accounting Standards Advisory Board (FASAB)
Generally Accepted Government Auditing Standards (GAGAS or Yellow Book)	American Institute of Certified Public Accounts (AICPA)	Cost Accounting Standards (CAS)	Federal Acquisition Regulation (FAR)
FEMA Public Assistance Program and Policy Guides (PAPPGs)	HUD CDBG-DR Administrative Manual	44 Code of Federal Regulations (CFR) – Various Sections	Robert T. Stafford Disaster Relief & Emergency Assistance Act
FHWA-ER Manual (2012)	OMB Updates to Federal Procurement Regulations	Sandy Recovery Improvement Act (SRIA)	Section 428 – Alternative Procedures Pilot Program (Debris Removal)

Management Costs

Our teams have established Standard Operating Procedures with specific language, and we believe it is critical that personnel who work on those projects properly track and describe their work. We validate that activities and projects

performed are eligible *for both direct and indirect management costs* for all work performed on behalf of our clientele are charged to specific identified projects and not to the disaster in general. Activities eligible as management costs are submitted as a Category Z project and are outlined in FEMA Recovery Policy FP 104-11-2, Public Assistance Management Costs (Interim), which include but are not limited to:

a) Preliminary Damage Assessments
b) Meetings regarding the PA Program or overall PA damage claim
c) Organizing PA damage sites into logical groups
d) Preparing correspondence
e) Site inspections
f) Travel expenses
g) Developing the detailed site-specific damage description
h) Evaluating Section 406 hazard mitigation measures
i) Preparing Small and Large Projects
j) Reviewing PWs
k) Collecting copying, filing, or submitting documents to support a claim
l) Requesting disbursement of PA funds
m) Training

Policies developed by FEMA specific disaster recovery grants and any other guidance issued by Federal agencies

Along with the FEMA Public Assistance Program and Policy Guides (PAPPGs), other policies and guidance we track are:

- Procurement Under Grants Training | FEMA.gov
- Audit-Related Guidance for Entities Receiving FEMA Public Assistance Funds
- Mass Care/Emergency Assistance Pandemic Planning Considerations
- 2022 PA Simplification Memos
- Crisis Counseling Program
- FEMA Building Codes Strategy
- FEMA Flood Risk Management
- Fire Management Assistance Grants (FMAG)
- NEPA and Section 106 EHP
- PDAT and Procurement Guide and PDAT Contract Provisions
- FEMA 90/10 Cost Share Adjustments
- FEMA_Advisory_FEMA_Increases_Public_Assistance_Small_Project_Maximum_to_$1Million
- FEMA_New-recipients-of-disaster-grants-guide_2019
- Simplified Procedures Final Rule - Memo 08.03.2022
- The National Defense Authorization Act (NDAA) with prohibitions on grant funding made on August 18, 2020.

Financial Tracking

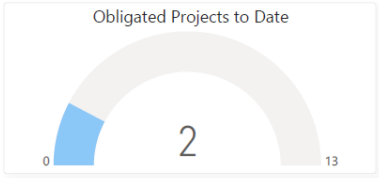
We will maintain all project financial information using our robust and audit-tested enterprise resource program, TetraLinx. Oracle-based TetraLinx is a fully integrated accounting and financial management relational database that provides the Tetra Tech team and client staff with fast and reliable retrieval of financial data and reports complete with all required backup information.

Each deliverable produced by Tetra Tech undergoes a rigorous technical review and approval by qualified professional(s) other than the originator(s) to ensure that:

- ✓ Concepts, assumptions, features, methods, analyses, and details are appropriate, complete, fully coordinated, and correct; results and recommendations are reasonable, within policy guidelines, and supported in the deliverable
- ✓ Deliverables are in compliance with plans, policy, guidance, and standards with deviations appropriately identified and properly approved

The TetraLinx system has a built-in, easy-to-use functionality that allows us to meet each client's unique needs. The system allows for pre-programmed financial reports that are generated on a weekly and monthly basis; however, the system can also be used to run reports on a daily basis if necessary. Our financial system is fully cost accounting standard-compliant. Our financial and management systems undergo routine auditing by the Defense Contract Audit Agency, and they find that our accounting, billing, purchasing, disclosure statement, and estimating practices are in full compliance with applicable standards and regulations**. TetraLinx is helping Tetra Tech implement best practices in project and financial management. We track more than 35,000 active projects using TetraLinx each day. TetraLinx processes and stores all direct and indirect project transaction information, including labor (time entry), expenses, and procurement. TetraLinx allows users to generate invoices, create reports, and track financial information.**

$10,027,431	$78,123	$8,680	13	2	04/11/23
Total Forecasted Costs	Federal Share Obligations to Date	Non-Federal Share Obligations to Date	Projects	Obligated Projects	Most Recent Project Obligation Date



Department	Projects	Total Forecasted Costs	Total Obligations to Date
OTIS	1	$48,070.00	$48,070.00
PPR	4	$1,053,305.29	$38,733.42
Citywide	3	$1,927,412.52	
PFD	2	$781,040.64	
PWD	3	$6,217,602.38	
Total	13	$10,027,430.83	$86,803.42

Forecasted Recovery Management Cost*

$477,496.71

*Recovery Management Cost (Category Z) is calculated as 5% of Total Forecasted Costs

GP Project #	Dept.	Project Name	Current Process Step	Date Project Sent to CRC	Forecasted Obligation Date	Forecasted Funds Disbursement Date	Total Forecasted Costs	Federal Share Obligations	Non-Federal Obligations	Total Forecasted Obligations	Total Forecasted Funds
553201	PWD	Belmont Pumping Station	Pending CRC Project Development	03/31/2023	09/27/23	03/25/24	$3,946,119.00			$3,946,119.00	$3,946,119.00
669455	PWD	PWD - PPR Cat E Multiple Sites	Pending CRC Project Development	04/12/2023	10/09/23	04/06/24	$1,656,079.00			$1,656,079.00	$1,656,079.00
553204	PPR	PPR - Multiple Parks, Docks & Ramps	Pending PDMG Scope & Cost Routing	02/17/2023	08/16/23	02/12/24	$756,000.00			$756,000.00	$756,000.00
553203	PFD	PFD - DFS Multiple Structures and Equipment	Pending CRC Project Development	04/27/2023	10/24/23	04/21/24	$748,220.00			$748,220.00	$748,220.00
553202	Citywide	Emergency Protective Measures	Pending CRC Project Development	04/20/2023	10/17/23	04/14/24	$743,538.38			$743,538.38	$743,538.38
552560	Citywide	Debris Removal	Pending CRC Project Development	01/12/2023	07/11/23	01/07/24	$706,377.43			$706,377.43	$706,377.43
664112	PWD	PWD - Pumping Stations and Storm Drainage	Pending Peer Review	03/09/2023	09/05/23	03/03/24	$615,404.38			$615,404.38	$615,404.38
709638	Citywide	Recovery Management Costs	Pending Application Completion		01/30/24	04/30/24	$477,496.71			$477,496.71	$477,496.71
664110	PPR	PPR - Schuylkill River Wall and Queen Lane Pumping Station	Pending EHP Review	02/21/2023	08/20/23	02/16/24	$195,764.87			$195,764.87	$195,764.87
664203	PPR	PPR - Wissahickon Creek Trail	Pending EHP Review	02/21/2023	08/20/23	02/16/24	$62,807.00			$62,807.00	$62,807.00
664237	OTIS	OTIS - Office of Transportation, Infrastructure, & Sustainability	Obligated	11/01/2022	01/26/23	07/25/23	$48,070.00	$43,263.00	$4,807.00	$48,070.00	$48,070.00
664217	PPR	PPR - Schuylkill River Trail & Racecourse Grandstand	Obligated	02/17/2023	04/11/23	10/08/23	$38,733.42	$34,860.08	$3,873.34	$38,733.42	$38,733.42
664231	PFD	PFD - Fire House Engines 12, 35 - CONTENTS	Pending FEMA 406 HMP Completion	01/27/2023	07/26/23	01/22/24	$32,820.64			$32,820.64	$32,820.64
Total							**$10,027,430.83**	**$78,123.08**	**$8,680.34**	**$10,027,430.83**	**$10,027,430.83**

Project Management

Tetra Tech is prepared to assist the City in all levels of grant management including, but not limited to:

- Eligibility Review
- Inspections/Monitoring
- Contractor Reconciliations
- Project Scope Finalization
- Procurement Scope and Review
- PW Versioning
- Environmental Review
- FEMA/State Reporting
- Time Extension Requests
- 2 CFR 200 Eligibility Review

Requests for Reimbursement

To facilitate the request for reimbursement (RFR) process and reduce the reconciliation backlog, it is important for supporting documentation to be collected, maintained, and updated throughout the duration of the recovery process. We will constantly monitor grant applications, project progress, requests for reimbursement, and reimbursements received.

The Tetra Tech team has an extensive history of implementing, reconciling, and monitoring the RFR process internally and on behalf of our state and local clients spanning the FEMA PA Program. While many agencies and subrecipients still wait for reimbursement from previous disasters, our goal is to expedite economic recovery through strategies such as:

- Work with departments to collect data necessary for RFR claim
- Issue RFR to the State within 24 hours of notification of award/submission of data from the City
- Respond to RFIs from the State within 48 Hours
- Develop and Issue Weekly RFR Report/Tracker

Tetra Tech will track all supported cost information for labor, materials, and equipment associated with the project and all documentation submitted where the project costs may be estimated by unit price, time and materials, or contracts in which labor, equipment, and materials are provided by an outside source. Tetra Tech will follow-up on any missing or inadequate cost information associated with the project to ensure all expenditures are submitted for reimbursement.

If Tetra Tech determines there are questions, issues, or potential ineligible costs during the submission of documentation, it will be noted and discussed with the City to minimize the delays that can be realized when a PW is disallowed or has multiple RFIs from the State or FEMA staff.

Procurement And Contract Management/Monitoring Support

The Tetra Tech team utilizes a procurement checklist contained in Tetra Tech's Public Assistance Services Program Standard Operating Procedures (PA SOPs) in the review process of disaster procurements and contracts. The checklists contain requirements from the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (44 CFR 13.36-FEMA's purchasing regulation) as well as requirements from the Federal Highway Administration such as Form FHWA-1273 and associated requirements identified in the Contract Administration Core Curriculum Participant's Manual and Reference Guide of 2014, and 2 CFR 200.

Categorize, record, track, and file costs in support of the financial reimbursement process.

Tetra Tech has time-tested cost tracking SOPs used to evaluate the City's cost documentation, including document management integration and associated digitization. This approach represents a comprehensive end-to-end solution for the City that will be web-enabled so that reviewers will have real-time access to the most up-to-date cost and supporting data. Taken to its next logical step, this solution can be accessed by federal agencies, such as FEMA and HUD, to perform review without incurring the expense of traveling to project sites.

Project Cost Documentation

As one of the world's largest engineering firms with clients around the globe, Tetra Tech's cost estimating experience includes high profile reconstruction projects like Houston's Wortham Theater after Hurricane Harvey, to large complex infrastructure projects such as the Inner Harbor Navigation Canal Lake Borgne Surge Barrier construction near the confluence of and across the Gulf Intracoastal Waterway, and the Mississippi River Gulf Outlet near New Orleans.

Eligible Purchase Review

Tetra Tech can assist in the collection and review of documentation from City agencies, including review and analysis of:

- Collected documentation so that costs are reasonable and eligible
- Collected documentation so that the work and costs are adequately documented, are included in the approved scope of work, and are deemed eligible
- Invoices and receipts by checking dates and amounts so dates fall within the disaster event range and are reasonable
- Contract labor timesheets by checking dates and hours worked per employee so the dates fall within the disaster incident period and are recorded as direct labor required as a result of the disaster
- Force account labor timesheets, including special issues like exempt employees, benefits/policies in place, and 40-hour threshold issue; reconciliation of force account labor, equipment, and material data

Reasonable Cost Analysis

The Tetra Tech team is highly experienced in performing forensic cost reasonable analyses, which is useful if procurement issues arise when a PW is challenged by FEMA. As an engineering firm with over 22,000 technical professionals and staff, we have all the resources needed to defend a cost challenge by FEMA, from the simplest road repair to a billion-dollar levee repair or wastewater system plant relocation. No matter the PW, Tetra Tech has the internal staff resources to assist the City with defending its PWs successfully.

Tetra Tech will prepare, on behalf of the City, completed packages for submission through Grants Portal for obligation and Requests for Reimbursement (RFR), including:

- Audits of claimed costs by comparing documentation and dates with the project scope of work and period of performance for the following:
    - Contract labor
    - Materials/supplies
    - Force account equipment
    - Force account labor
        - Including special issues like exempt employees, benefits/policies in place, and 40-hour threshold issue
- Confirm compliance with federal procurement requirements and environmental and historic preservation rules/regulations
- Reconciliation of force account labor, equipment, and material data
    - Avoiding possible duplication of benefit issues in projects which may have insurance coverage or be the responsibility of other federal agencies
    - Cost summary creation

Regulatory and auditing agencies can efficiently search and review electronic project files as required, and the *RecoveryTrac*™ system data is exportable and allows for importation into other applications such as the FEMA GrantsPortal.

Closeout Process

Tetra Tech will inform the City, FEMA, State, and other project participants of the Tetra Tech demobilization and prepare for the transition of project-related responsibilities to the City's designated point of contact (POC). We will implement the Program Closeout Plan, including the Program Transition Plan, Final Audit Plan, Agreement Closeout Plan, and Asset Transfer Plan. Additional activities within this phase include data transfer, exit briefings with subgrantee, acceptance meetings with the customer, and final communications.

Key Statistics

Our team has reconciled over $12B in FEMA PA related documentation.

Our team has performed 100+ 2 CFR 200 contract eligibility reviews.

Our team knows the ins and outs of grant management, having worked for Grantees like Florida, Louisiana, Connecticut, Vermont, Puerto Rico, Massachusetts, and New York.

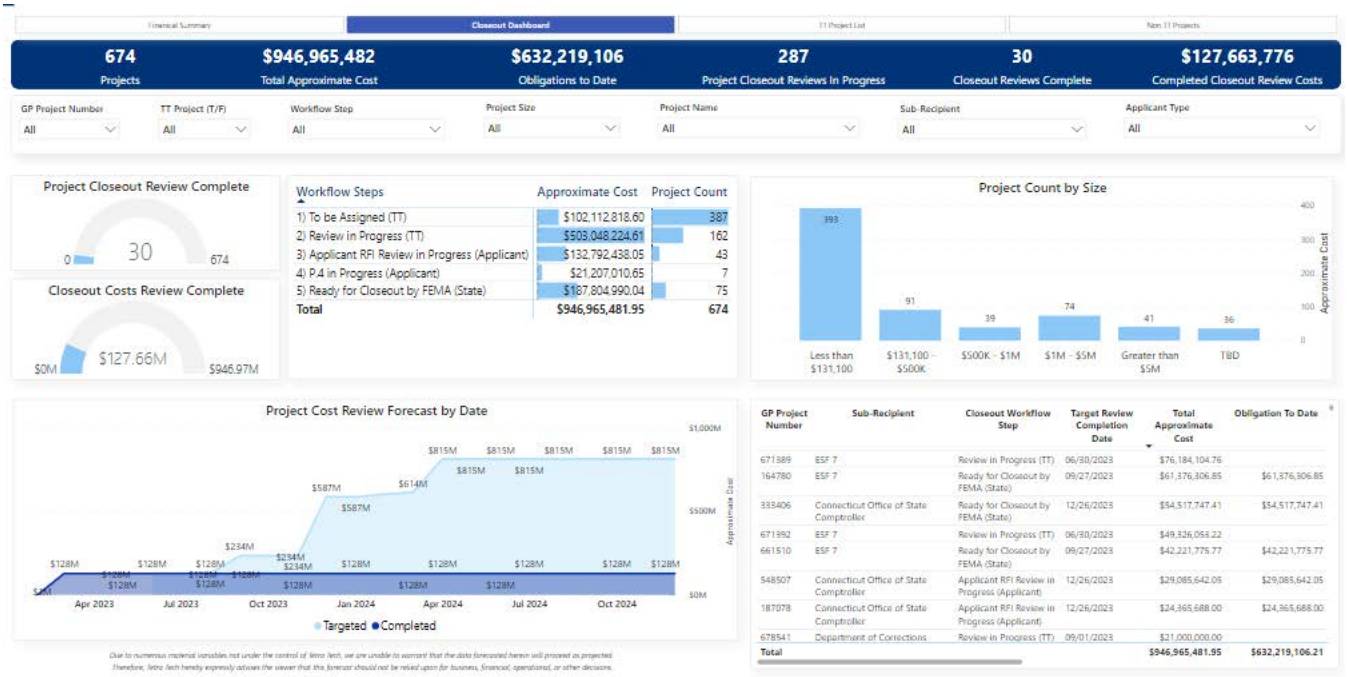
Tetra Tech is prepared to conduct final inspection activities alongside the City. The purpose of the final inspection is to document that work was completed according to the PW scope of work and that all regulatory clearances have been satisfied. In addition to physically conducting the final inspections for projects, Tetra Tech will assist with writing closeout versions to large project PWs and any final project accounting.

Closeout packets will be created within the Tetra Tech team's *RecoveryTrac*™ system. Once all documentation is collected, final inspection is complete, and approval to proceed with submittal to FEMA is granted by the State, Tetra Tech will extract all required documentation from our *RecoveryTrac*™ system to generate closeout packets that fully and concisely present FEMA with all documentation required for grant closeout. The closeout packets will typically include the following:

- Listing and copies of PWs
- Closeout PW versions
- All associated invoices and receipts
- Force account labor and equipment records
- Project status report/proof of completion and scope of work
- Project inspection reports
- Complete GrantsPortal records detailing FEMA review and approval
- All associated project cost and funding documentation

As the City prepares to submit documentation to the State, the closeout packets will be created by Tetra Tech. Once all documentation is collected, final inspection is complete, and approval to proceed with submittal to FEMA is granted by the State, Tetra Tech will extract all required documentation to generate closeout packets that fully and concisely present FEMA with all documentation required for grant closeout.

Throughout the closeout process, the City will be provided detailed tracking reports for closeout activities. Below is a sample closeout dashboard showing the transparency Tetra Tech provides each step of the way in the review process. This includes showing where each project is in the review queue (with Tetra Tech, the Applicant, the State, or FEMA), project tracking lists that can be exported into PDF or Excel, and clickable charts to drill into any project for a higher level of detail as needed.



Assistance During the Audit Process

Tetra Tech brings a wealth of experience in audit support for Single Audit, OMB and DHS OIG audits. To this end, Tetra Tech will provide experienced professionals with extensive experience in large-scale disaster management and related audit services. Specifically, we will help to institute processes that validate that projects are fully supported and "audit ready," based on the cost types claimed. We will confirm that the process includes a checklist/program guide to make grant and applicants aware of all required documentation for the major different cost types incurred.

Critical review points include documentation demonstrating proper procurement and contracting, as well as supporting documentation is used given contracting type (e.g., lump sum, unit price, force account). Other areas of consideration include review of submitted charges for duplicate billings, compliance to state and federal labor requirements and other areas where overcharges typically occur, such as overhead & profit markups, labor burden claimed on force account, or duplicate billings.

Support During the Appeal Process

Tetra Tech will work through the first and second appeal process on the spectrum of issues the City may face during future disasters. In the event the City elects to pursue FEMA's arbitration process, our team can provide support through this, having recently been successful in arbitrations for Monroe County, FL and the Commonwealth of Virginia on deobligations following Hurricanes Irma (2017) and Dorian (2018).

Appeal and Audit Actions

While Tetra Tech will work with FEMA, the State, and the City to proactively resolve funding challenges through our collaborative approach, applicants have the legal right to appeal decisions and judgments made by the federal government if resolution cannot be reached. Tetra Tech has been retained to assist clients with first and second appeals. In the event that we would be engaged by the City to assist in an appeal, we will collaborate with the City on the legal/FEMA policy-related components of the appeal.

Information Technology and Data Management

Perhaps the most critical component of the grant process will be project reporting and providing the City with visibility to the process. Our team has spent years on research and development to streamline FEMA PA documentation and data management functions, with a focus on minimizing the cost to our clients while improving the visibility of project operations. To maximize the efficiency and effectiveness of the program, the Tetra Tech team proposes using its

RecoveryTrac™ system. The *RecoveryTrac*™ system was specifically designed for the management and administration of documents, data, and information related to grant administration and case management.

The *RecoveryTrac*™ system is the result of these efforts. The *RecoveryTrac*™ system is a scalable and fully featured disaster management application designed to address the operational challenges faced during a disaster recovery project. The system provides real-time collection of data and offers multiple solutions to financial management, data management, reporting, and project controls. We have also worked with our clients to implement outsourced technologies based on individual needs.

As a means of warehousing files, Tetra Tech utilizes the *RecoveryTrac*™ Data Management System as a secure, password-protected, online file-sharing platform to store electronic copies of the monthly progress reports, project work plan, files, and other project-related information. In this way, the City will have access to project-related information in one easy-to-access location without having to spend the time and expense of maintaining their own project filing system. To facilitate a streamlined approach to administering disaster grant programs, Tetra Tech has configured the *RecoveryTrac*™ system to organize and manage data and documentation associated with each of the programmatic areas.

Documentation and Reporting Services

Service Offering	Description
FEMA Reimbursement Technical Assistance Consulting	Tetra Tech's FEMA reimbursement technical assistance consulting services involve providing guidance and technical assistance for project applications and programs for disaster reimbursement related to response and recovery efforts on behalf of our clients.
FEMA Compliance Monitoring and Audit Oversight	Tetra Tech's grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review. This includes FEMA guidance requiring that grantees or subgrantees monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future.
Grant Application Development and Administration	Tetra Tech provides grant application development and administration, which involves providing grant program specialists to assist with the time-consuming process of gathering data and information required to develop grant applications to various agencies and programs.
Financial Advisory	Tetra Tech provides financial advisory services involving the development of program budgets to provide transparency to grant recipients relating to the local cost share, the financial burden, and obligations for program participation.
Data & Documentation Management	Tetra Tech provides data and documentation management by storing grant-related data in a manner that provides efficient recall and review during closeout and auditing.
Contractor Invoice Reconciliation	Tetra Tech assists clients with contractor invoice reconciliation, which involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost-share.
Regulatory Compliance Monitoring	Tetra Tech provides regulatory compliance monitoring by documenting proper regulatory compliance to maximize reimbursement and to avoid fines and site shutdowns, which slow the recovery process.
Project Scoping	Tetra Tech's grant reimbursement team can create scoping documents that involve developing scopes of work for grant funding projects, using key terminology, and highlighting awareness of historical precedence, which maximizes grant funding opportunity.
Management Cost Monitoring	Tetra Tech's *RecoveryTrac*™ proprietary monitoring software, will allow the City to monitor the amount of management costs available for administration of the PA Program.
Grant Closeout	Tetra Tech assists clients years after a disaster by providing closeout services. This includes developing a closeout package that is organized to satisfy grant closeout and auditing.

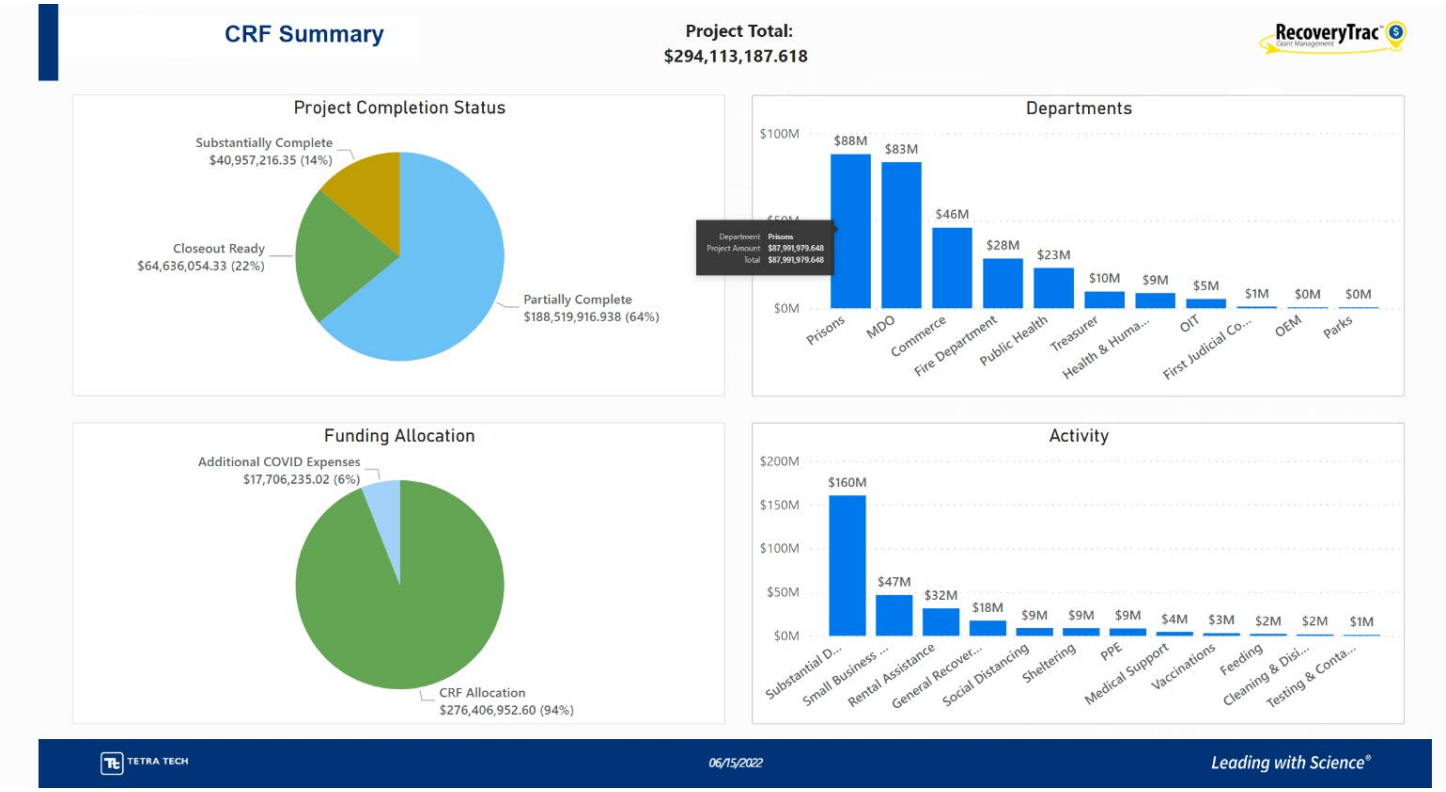
Dashboard Reporting

RecoveryTrac™ is a web-based application that provides the City with a real-time portal to the Tetra Tech team's project work. Tetra Tech will customize *RecoveryTrac*™ reports to meet the City's specific needs for both force account labor

and contractor invoice records Regulatory and auditing agencies can efficiently search and review electronic project files as required, and the *RecoveryTrac*™ system data is exportable and allows for importation into other applications such as the FEMA GrantsPortal.

Because Tetra Tech has managed FEMA PA grant programs for clients across the country, we can anticipate the information the State and FEMA will request to review throughout the entire grant lifecycle. We have built these requirements into our SOPs and our automated system for tracking and controlling costs. We provide transparent, concise, accurate, and routine information to state and federal agencies in aggregate and disaggregate formats as requested and needed. Our proprietary software allows us to run reports in real time that show a summary of costs to present to FEMA. We can generate these reports in various formats depending on what information is being requested. Our professional and knowledgeable staff can facilitate a presentation of summaries and reports that will provide the State and FEMA the information they need to support the City.

Sample Progress Report Dashboards



Program Reports

In order for effective reporting to be achieved, key information needed for decision-making must be extracted and summarized from the large volume of data that is collected through the use of project controls processes and tools. We achieve this through a combination of reporting formats, content, data visualization, and careful analysis of the data to result in sound conclusions and recommendations.

Weekly Reports

The Tetra Tech team will prepare and submit a written report in electronic format to the City. The report will include information related to the key performance indicators (KPIs) agreed to with the City Project Management Staff during the kickoff meeting including numbers of applications, number of awards, denials, status, and the number of projects monitored and closed out.

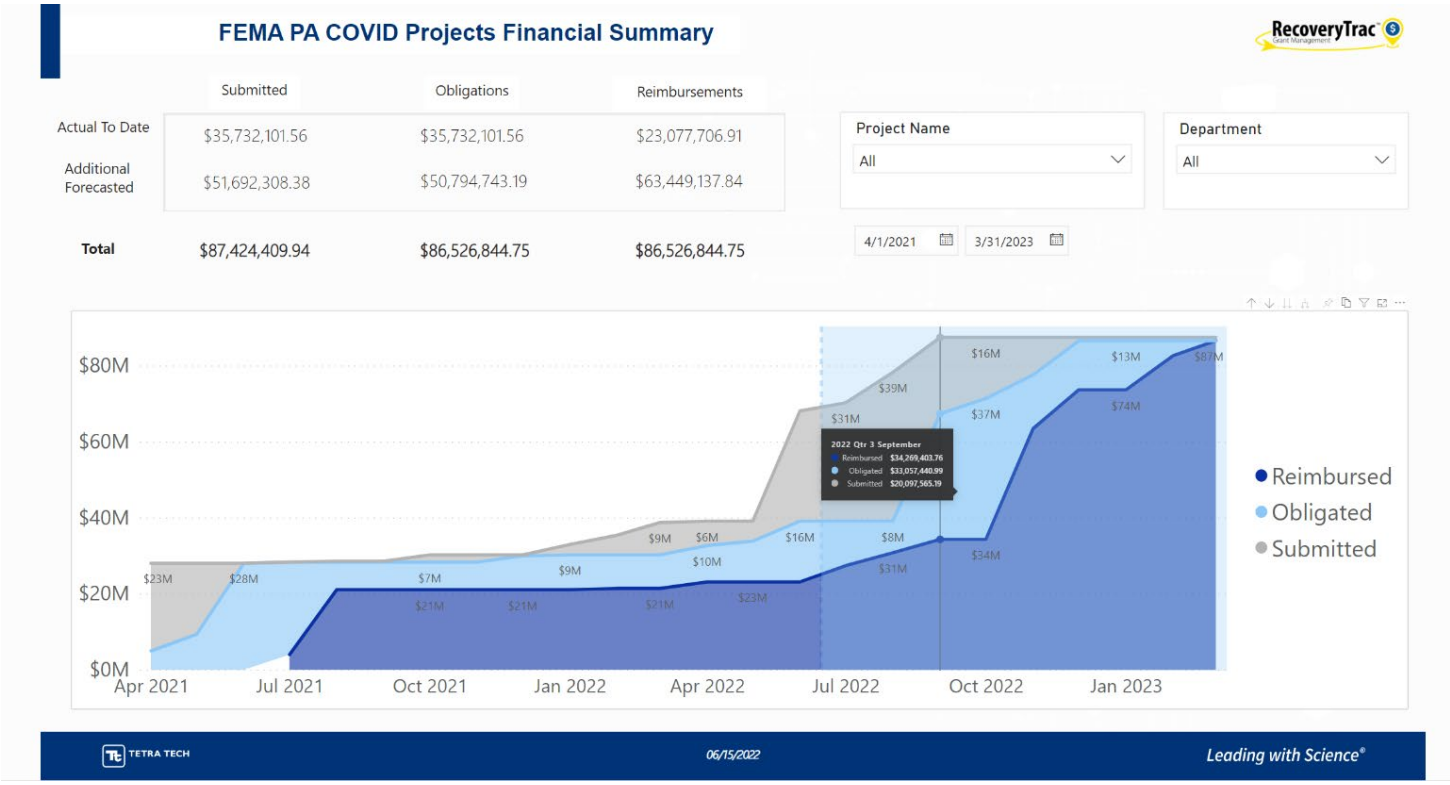
Weekly Status Meetings

Tetra Tech's program manager will meet each week with the City to review the weekly status report and discuss any issues, concerns, or problems.

Monthly and Quarterly Progress Reports

Tetra Tech tailors our data management tool so that the review and analysis of the data and preparation of tables and graphs is as automated as possible. This approach will provide consistency and accuracy to our reporting and give the City staff the opportunity to review the data and provide their insights to make the reports more meaningful from a project delivery viewpoint. In the development of our reports, the Tetra Tech team will apply proven principles, including:

- Focus on the core essentials of the program; avoid trying to discuss all aspects
- Maintain a future orientation; concentrate on where the program is going
- Be concise; limit the total number of pages
- Present information in graphs and tables as opposed to narrative
- Provide well-written and engaging narratives
- Employ standard milestones throughout for consistency in reporting
- Avoid unnecessary details; references can be provided for supporting documentation
- Issue the report in a timely manner
- Fully validate and cross-check all data



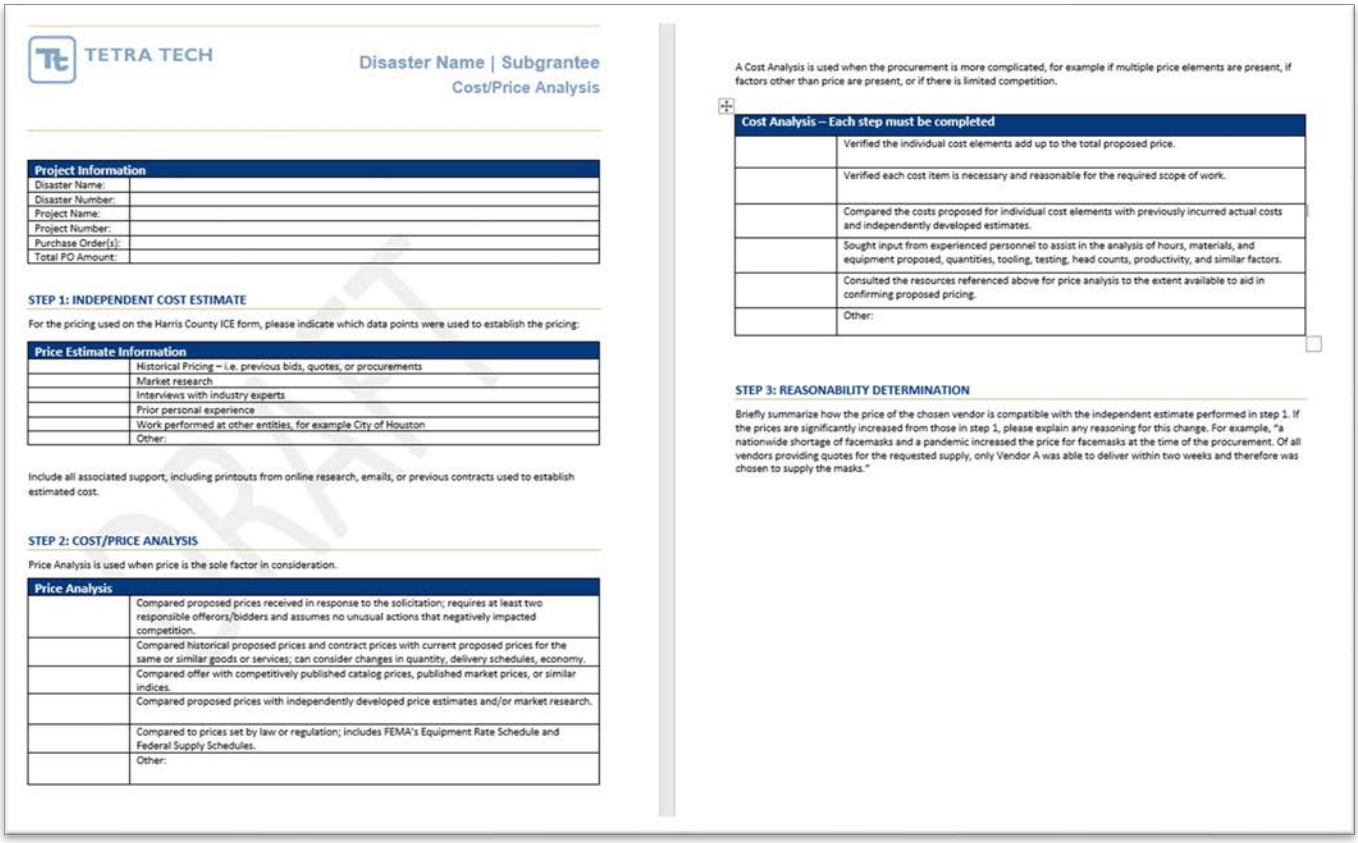
Annual Performance Reports

We understand that the purpose of the Annual Performance Report is to provide a concise and insightful summary of progress that is suitable for executive-level review and potentially wider dissemination. The format will be provided to the City for early review and comment.

Final Report

As the final deliverable provided by the Tetra Tech team, the Final Report will capture the lessons learned and serve as a final accounting of the performance in program delivery. The Tetra Tech team will begin the process of Final Report documentation before the end of the contract period to deliver a well-organized and insightful document that could serve as a roadmap for future successful projects. This approach is consistent with our "deliver with the end in mind" approach to program management.

Tetra Tech Cost Price Analysis Worksheet



TETRA TECH

Disaster Name | Subgrantee
Cost/Price Analysis

Project Information	
Disaster Name:	
Disaster Number:	
Project Name:	
Project Number:	
Purchase Order(s):	
Total PO Amount:	

STEP 1: INDEPENDENT COST ESTIMATE

For the pricing used on the Harris County ICE form, please indicate which data points were used to establish the pricing:

Price Estimate Information	
	Historical Pricing – i.e. previous bids, quotes, or procurements
	Market research
	Interviews with industry experts
	Prior personal experience
	Work performed at other entities, for example City of Houston
	Other:

Include all associated support, including printouts from online research, emails, or previous contracts used to establish estimated cost.

STEP 2: COST/PRICE ANALYSIS

Price Analysis is used when price is the sole factor in consideration.

Price Analysis	
	Compared proposed prices received in response to the solicitation; requires at least two responsible offerors/bidders and assumes no unusual actions that negatively impacted competition.
	Compared historical proposed prices and contract prices with current proposed prices for the same or similar goods or services; can consider changes in quantity, delivery schedules, economy.
	Compared offer with competitively published catalog prices, published market prices, or similar indices.
	Compared proposed prices with independently developed price estimates and/or market research.
	Compared to prices set by law or regulation; includes FEMA's Equipment Rate Schedule and Federal Supply Schedules.
	Other:

A Cost Analysis is used when the procurement is more complicated, for example if multiple price elements are present, if factors other than price are present, or if there is limited competition.

Cost Analysis – Each step must be completed	
	Verified the individual cost elements add up to the total proposed price.
	Verified each cost item is necessary and reasonable for the required scope of work.
	Compared the costs proposed for individual cost elements with previously incurred actual costs and independently developed estimates.
	Sought input from experienced personnel to assist in the analysis of hours, materials, and equipment proposed, quantities, tooling, testing, head counts, productivity, and similar factors.
	Consulted the resources referenced above for price analysis to the extent available to aid in confirming proposed pricing.
	Other:

STEP 3: REASONABILITY DETERMINATION

Briefly summarize how the price of the chosen vendor is compatible with the independent estimate performed in step 1. If the prices are significantly increased from those in step 1, please explain any reasoning for this change. For example, "a nationwide shortage of facemasks and a pandemic increased the price for facemasks at the time of the procurement. Of all vendors providing quotes for the requested supply, only Vendor A was able to deliver within two weeks and therefore was chosen to supply the masks."

Contractor Billing Oversight

Tetra Tech assists clients with contractor invoice reconciliation, which involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost share.

Tetra Tech will tailor the *RecoveryTrac*™ Project Workflow Case Management System (CMS) to the City's needs. Tetra Tech will customize *RecoveryTrac*™ reports to meet the City's specific needs for both force account labor and contractor invoice records. *RecoveryTrac*™ has been designed to make an auditor's job easier by linking all costs to the proof of payment, invoice, and backup of the documentation to show the cost eligibility.

RecoveryTrac™
Grant Management

The *RecoveryTrac™* grant management system was specifically designed for the management and maintenance of documents, data, and information related to grant administration and case management. The result is a networked and highly functional framework for collecting, managing, and leveraging the flood of incoming data to visualize project projection and recovery in real time using customized dashboard reporting.

Key Features

Information is a critical ally when supporting a major community to stabalize in the wake of a disaster. Funding agencies require highly granular data to support grant application and reimbursement. Tetra Tech has configured the *RecoveryTrac™* grant management system to organize and manage data and documentation associated with each grant program in mind.

Real Time Statistics

Audit-Ready Data

Exporting Capabilities

Efficiency

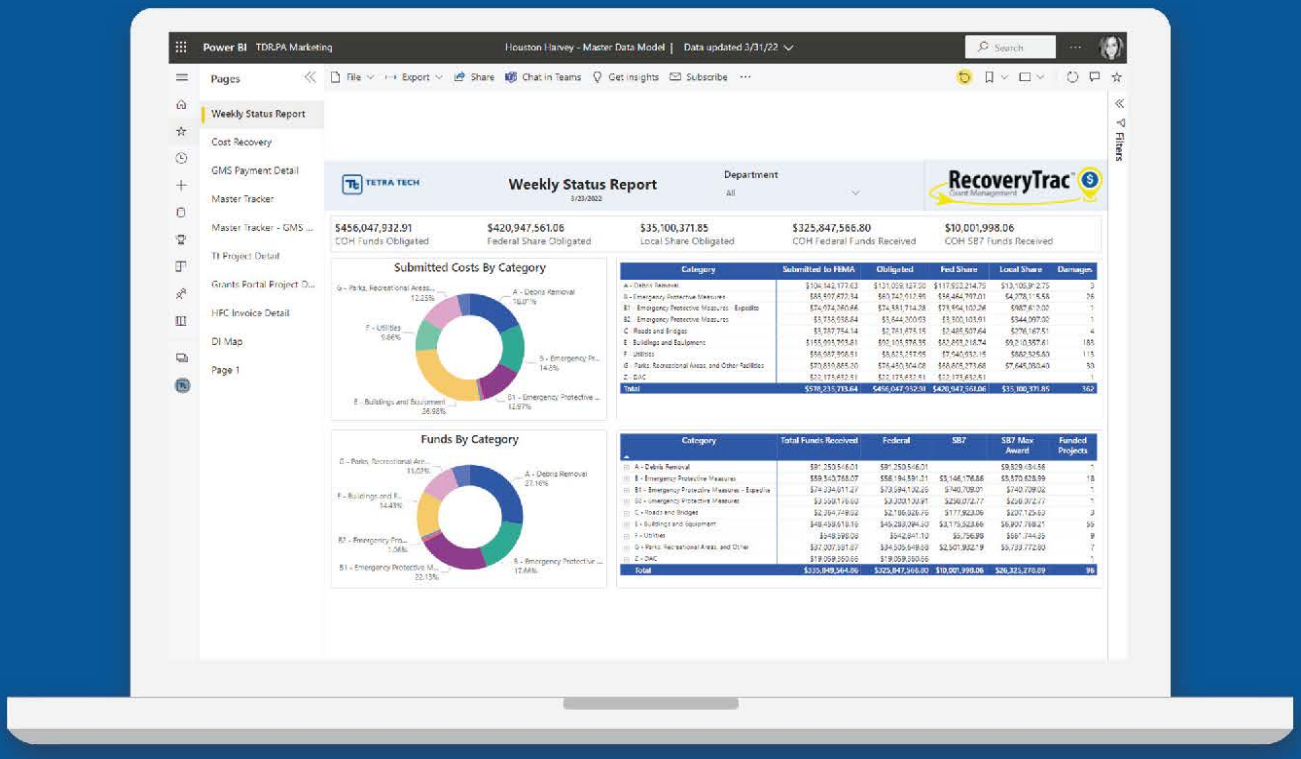
Regulatory agencies can quickly search and review electronic project data files.

Enhanced Reporting

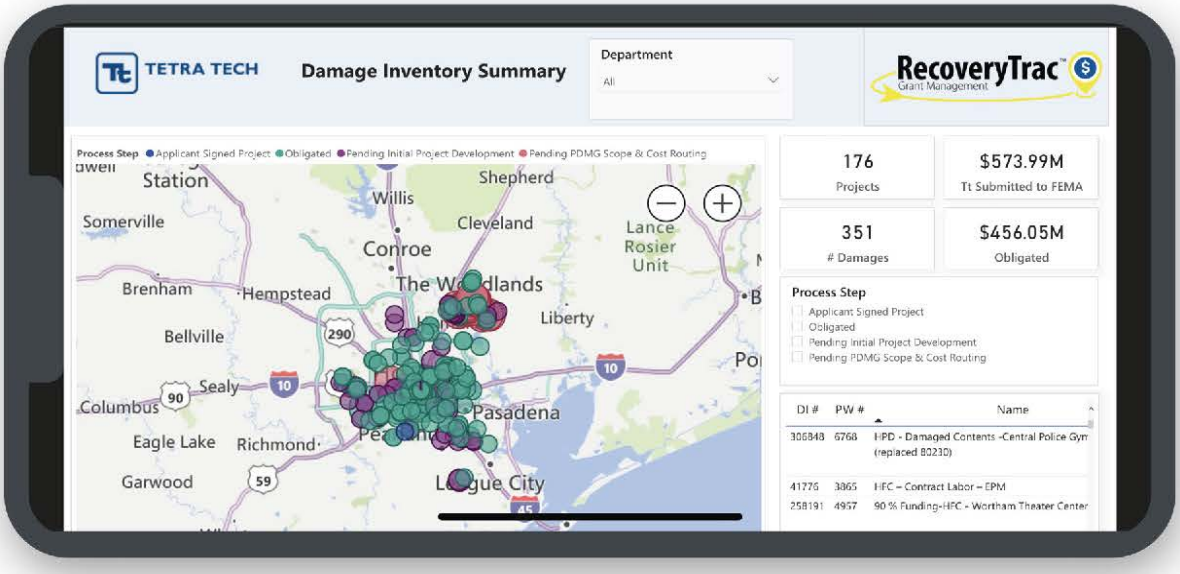
Fully customizable data control facilitates custom reporting for all recipients.

Fully Transparent

Access to a real-time portal to review project analytics and progress as it happens.



Customizable dashboards are designed to expand with your needs. The *RecoveryTrac™* system provides aggregate data management and chain-of-custody tracking of changes. Dashboards are web-accessible with cloud storage, and flexible and expandable to encompass project and portfolio lifecycle tracking.



Geospatial project tracking powered by Microsoft PowerBI. Tetra Tech has leveraged emerging technologies and the use of proprietary geospatial GIS software into all phases of emergency management. This software tracks key data against program objectives and key performance indicators, building the highest level of transparency for grant expenditure.

Insurance And Other Funding Support

The Tetra Tech Team's approach to maximizing disaster recovery funding includes engaging insurance companies to account for insured and uninsured losses as well as understanding and submitting deductible payments for reimbursement. Services to be provided by Tetra Tech during this task include the following:

- Gather, review, and summarize applicant insurance policies
- Accompany insurance adjuster to damage site
- Obtain insurance adjuster's summation of damage
- Develop or review insurance claim filing
- Monitor status of claim processing
- Confirm that insurance claim proceeds are reconciled to appropriate project
- Record receipt of insurance proceeds on grant application to demonstrate subrogation and non-duplication of benefit

Managing insurance claim funding requires careful attention to avoid duplication of benefits and grant funding deobligations during closeout. Tetra Tech will confirm that insurance claims are properly filed, and the resulting proceeds are accounted for accurately to protect the applicants against such events.

Cracking the Code

Tetra Tech's team has extensive experience working with agencies to ensure they receive all the insurance reimbursements to which our client is entitled. Our team's approach is to take advantage of all reimbursement and funding opportunities that are available to its clients and ensure that insurance issues are properly handled, such as:

- Understanding the terms and conditions of the insurance policies coverages and the interpretation of same.
- Assist with the recovery process to ensure that the various recovery steps comply with insurance claim requirements and FEMA Policy for the PA program.
- Assist with the assessment/evaluation of the damaged property and review detailed written estimate of damages for accuracy and completeness.
- A thorough analysis and complete documentation of the cause of the damage - wind vs. flood is a common issue that needs proper handling and is especially important when the policy coverage has low flood sub-limits.
- Assist with/perform a reconciliation of the insurance proceeds – an insurance allocation verses FEMA insurance deductions on each PW.

United States (US) Department of Housing and Urban Development (HUD) and Community Development Block Grant Disaster Recovery (CDBG-DR)

Tetra Tech has experience with HUD CDBG-DR, CDBG-MIT, and CDBG-CV grant programs at every level, including program design, implementation, monitoring, and closeout. Our team members have decades of experience working within HUD's CDBG program eligibility framework, successfully leveraging public funds for our clients.

We work with jurisdictions to develop action plans, complete applications, and identify, evaluate, and prioritize recovery projects, focusing on HUD eligibility. The Tetra Tech team has worked with dozens of communities across the nation to ensure that HUD-funded recovery programs are launched and implemented with long-term sustainability, risk reduction and elimination, and community safety and resiliency in mind.

Specifically, Tetra Tech has supported the planning, development, and implementation of community reconstruction and housing and economic recovery planning programs valued at more than $10 billion post-Superstorm Sandy and $2 billion post-Hurricane Harvey. As an example of this expertise in action, Tetra Tech led the creation of the New York Governor's Office of Storm Recovery CDBG-DR Rebuild by Design Living with the Bay program resiliency strategy, which included the creation of projects across a broad variety infrastructure improvement projects. We are currently working with the Commonwealth of Puerto's $600 million CDBG-DR multi-sector recovery program and $3 billion housing recovery program.

Tetra Tech has provided CDBG-DR/MIT support services for:

- St. Johns County, FL (Hurricane)
- Monroe County, FL (Hurricane)
- New York Governor's Office of Storm Recovery (Hurricane)
- Hawaii County, Hawaii (Kilauea volcano)
- Dougherty County, GA (Tornadoes)
- City of Marathon, FL (Hurricane)
- Lexington County, SC (Hurricane)
- Richland County, SC (Hurricane/Flooding)
- Boulder County, CO (Landslides)
- Dauphin County, PA (Hurricane/Flooding)
- Puerto Rico/U.S. Virgin Island (Hurricane)
- Harris County, TX (Hurricane)

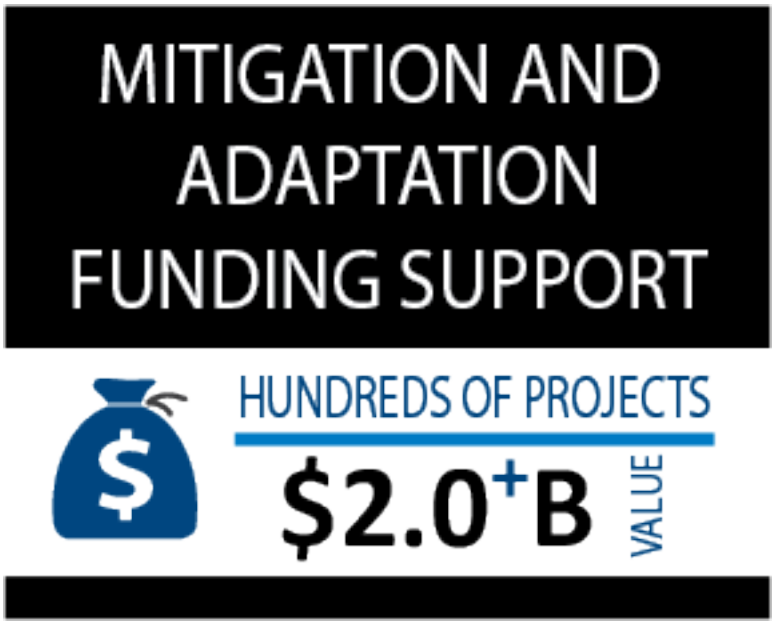
Identification of Alternative Sources of Funding

Tetra Tech has a long history working with subrecipients to identify alternative funding sources. We understand how federal funding sources can work in concert to reduce local financial impacts to the City, such as FHWA's Emergency Relief (ER) Program, NRCS Emergency Watershed Protection (EWP), HUD's CDBG-DR, CDBG-MIT or CDBG-CV programs, Treasury Coronavirus Relief Program (CRF) and State-level funding such as Senate Bill 7 – Local Cost Share assistance. For those projects that may require a local funding component, we will work with the Finance Department and departmental representative to identify and apply for this assistance, working this into cash flow projections and final cost calculations.

Hazard Mitigation Support

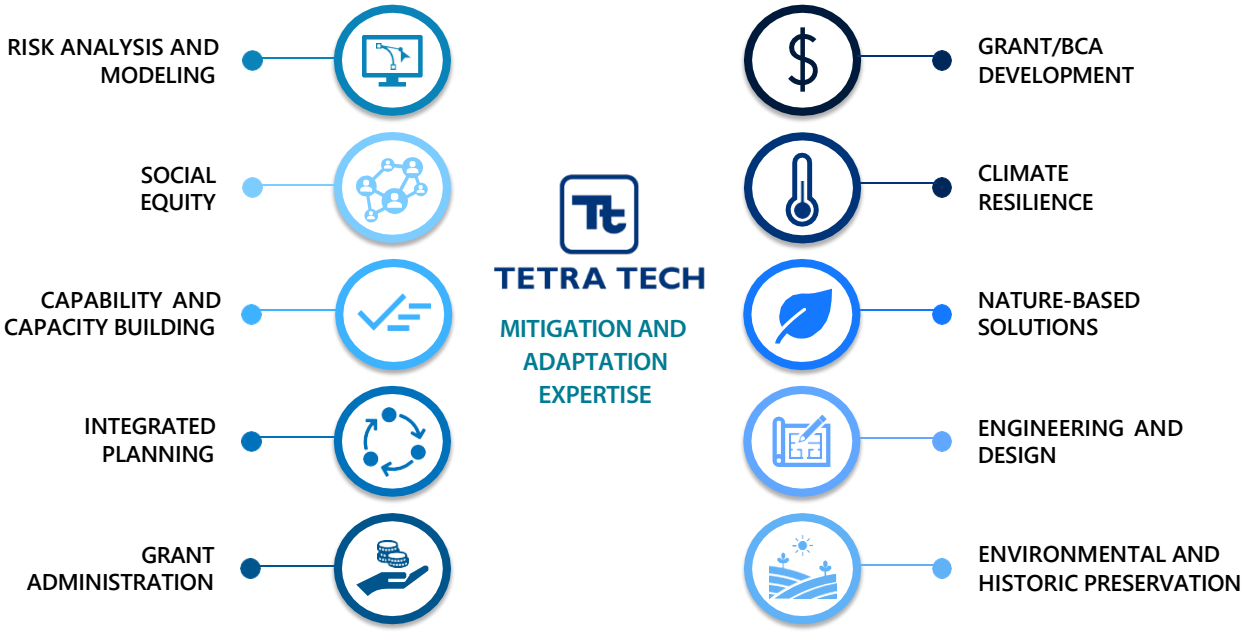
Hazard mitigation is an essential tool to break the cycle of damage due to disasters. Tetra Tech is a leader in assisting states and municipalities in hazard mitigation planning and program execution. As the recovery to a disaster begins or preparations are made prior to a future disaster, it is critical that all operations consider available hazard mitigation opportunities. The Tetra Tech team has the expertise and experience to coordinate the City's efforts to support the consideration of all mitigation options. Tetra Tech provides the following services:

- Mitigation Program Administration
- Mitigation Planning and Hazard Assessment
- Section 404 and 406 Mitigation Integration
- Hazard Mitigation Assistance Program Application and Implementation (HMGP, FMA, and BRIC)



Tetra Tech has a multidisciplinary team of toxicologists, chemists, ecologists, biologists, geologists, modelers, data managers, and environmental scientists that provide environmental risk expertise to the public and private sectors. Many of our scientists have graduate-level degrees and contribute to the scientific community by publishing in peer-reviewed journals and participating in presentations at national conferences of technical and professional organizations.

Tetra Tech offers a full suite of services and subject-matter experts to mitigate hazard risk, adapt to the changing climate, and build community resilience.



FEMA 404 Hazard Mitigation Grant Program (HMGP)

The Tetra Tech team is prepared to assist with identifying mitigation grant opportunities to supplement the disaster-related mitigation programs through FEMA's 404 HMGP program. Tetra Tech is prepared to assist the City with HMGP services, including preparing applications, conducting outreach to potential property owners, developing application scopes, assessing cost-effectiveness (cost-benefit analysis), evaluating environmental and historic preservation compliance, regulatory clearances, grant implementation, and audit and closeout services. Currently, Tetra Tech is assisting communities in California, Idaho, North Carolina, New Jersey, Ohio, Oregon, Washington, South Carolina, Florida, and Texas, including the City of Houston with HMGP and FMA grants.

Did You Know?

Our team has successfully worked with the **City of Houston** on the Flood Mitigation Assistance (FMA) grant over the last two years alone to obtain $38.9M in federal funding for Home Elevation grants. This unprecedented commitment by the City and the Tetra Tech team contributed to over 100 homeowners in the floodplain to elevate their homes out of harm's way.

Additionally, over the past 4+ years we've assessed drainage issues associated with the City's drainage system and have reviewed hundreds of Capital Improvement Plan (CIP) projects for funding eligibility.

Subrecipients participating in the FEMA PA Program can access Section 406 Mitigation funds during the development of PWs for damaged public facilities. The Section 406 program is designed to enhance the facility's ability to perform against future disasters, thus protecting it from repetitive loss. By maximizing Section 406 Mitigation opportunities, the City can reserve more finite funding sources such as HMGP or CDBG-DR to satisfy other unmet needs. Increasing the use of Section 406 Mitigation funds will also add to the total amount of PA funds, thereby increasing the HMGP funds made available to the City. Tetra Tech has unmatched depth in the areas of Benefit Cost Analysis (BCA) on 406 and 404 mitigation projects. Our team is experienced in utilizing social and economic benefits to increase BCA ratios when handling some of the most complex projects and developing LOIs to maximize use of this funding.

Tetra Tech's FEMA HMA experience includes clients at every scale, including:

- Galveston County, TX | SRL Elevations 2011 and 2015
- Montgomery County | TX/SRL Elevations 2016
- Fort Bend County, TX | HMGP Buyouts & Elevations 2016
- City of Houston, TX | Action Plan 2015
- City of Houston, TX | Unmet Needs Analysis
- Richland County, SC | HMGP Buyouts 2015
- State of Connecticut | HMGP Closeouts
- Walton County, FL | FMA Application and Elevations 2015 - 2022
- Gwinnett, GA | HMGP Buyouts
- Virginia Beach, VA 2014
- King County, WA | On-call
- Snoqualmie, WA | On-call
- Whatcom County, WA | HMGP Elevations & Acquisitions 2022
- State of Utah | BCA Technical Review for BRIC and HMGP Projects 2022
- State of Idaho | Office of Emergency Management
- City of Roseville, CA
- Barnwell School Board, SC | Hurricane Safe Room
- Manheim Borough, PA | Flood project; BRIC FY2021; HMGP (DR-4506)
- Brandywine Conservancy and Museum of Art, PA; Elevations of Historic Structures | HMGP (DR-4618)
- Wayne County, OH | HMGP Acquisitions
- Rochelle Park NJ | Elevations; FMA 2021
- Somerset County NJ | Acquisitions; FMA 2021
- Cranford Township NJ | BCA for Elevations; FMA 2021
- New Jersey Office of Emergency Management | FMA and HMGP technical support
- Ocean City NJ | Elevations Grant Management
- Pasco County, FL | DR-4068
- Dougherty County, GA | DR-4284
- Gwinnett County, GA | DR-1858
- Clark Energy Co-op, KY | DR-4284
- City of Charleston, SC | DR-1858
- City of Charleston, SC | DR-4241
- City of Sumter, SC | DR-4286
- Lexington County, SC | DR-4241
- Richland County, SC | DR-4241
- City of Houston
- City of Houston
- Galveston County | DR-1791
- Galveston County | DR-1791
- Montgomery County, TX | DR-4269
- Port of Galveston, TX | DR-1791
- City of Callaway, FL | DR-4399
- City of Lynn Haven, FL | DR-4399
- State of Connecticut
- City of Daytona Beach, FL | DR-1840

FEMA 406 Mitigation

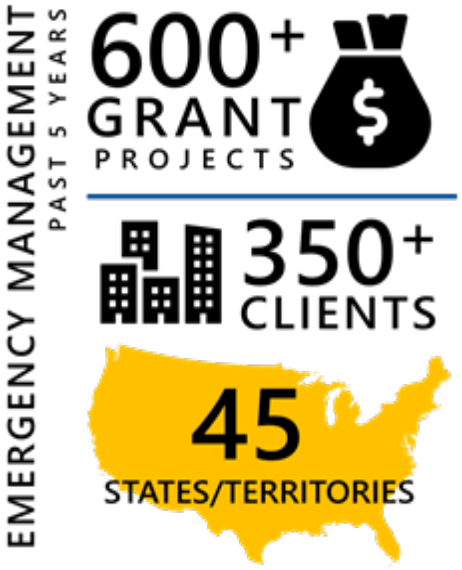
With all permanent work PA projects, the Subrecipient has the option to request hazard mitigation measures as part of the project – termed a hazard mitigation proposal (HMP) – which can be funded up to an equivalent amount of 100% of the eligible repair or replacement costs. Where an HMP is 15% or less of the project cost, the HMP can be immediately approved by FEMA during project formulation. HMPs that are >15% but <100% that are from FEMA's pre-approved list of mitigation measures (aka Appendix J) are considered automatically cost-effective and approved during the project formulation process. For HMP >100% the Subrecipient must submit a BCA (minimum threshold ratio of 1:1) to FEMA for approval prior to starting the work. Our Mitigation Specialist focuses on providing direct technical assistance to our clients while working collectively with FEMA in identifying PA hazard mitigation actions that enhance an eligible facility's ability to resist damage in future incidents. Our mitigation experts work with the lens of urgency as we understand that delays can have long-term repercussions impacts and can determine how quickly a community will recover. Therefore, our narrative recommendations and cost estimates are implemented in an expedited manner.

100% REVIEW FOR 406 MITIGATION

Tetra Tech will not miss the opportunity to review every damaged facility for the potential implementation of 406 mitigation measures.

Loss Avoidance Studies-Benefit-Cost Analysis

Tetra Tech is a nationally recognized service provider in the field of performing Benefit-Cost Analysis (BCA) in support of FEMA HMA grant applications. Every BCA we perform is, in essence, a loss avoidance study, as FEMA has defined a "benefit" under the BCA program and an "avoided loss". Our professionals have a thorough understanding of the concepts applied in a loss avoidance study. Tetra Tech staff has completed over 2,000 analyses using FEMA's current model, which has resulted in securing in excess of $1 billion in grant funding for our clients. Projects in which we have successfully completed grant applications include property acquisitions, structural elevations, stormwater drainage improvements, structure and non-structural seismic retrofit projects, rock revetment/bank stabilization projects, pumping stations large-scale reach-based flood control projects and hazardous fuel reduction projects. These types of projects are the building blocks to a resilient community.



Tetra Tech BCA Experience Highlights

- Developed formal BCAs for all hazards and project types for both FEMA 404 and 406 programs using FEMA's BCA software for hundreds of projections nationwide; successfully securing >$1 billion in funding for our clients.
- Demonstrated success using each of the BCA Modules, such as flood full data (riverine and coastal); damage frequency assessment (DFA); and hurricane wind, hurricane safe room, tornado safe room, earthquake, wildfire, and drought modules.
- Served as a beta tester for the development of the agency's latest software deployment, Benefit Cost Analysis Re-engineering (BCAR), with a primary focus on the flood modules.
- Supported FEMA's post-disaster as part of the national Hazard Mitigation Technical Assistance Program (HMTAP) contract, to leverage Tetra Tech's BCA expertise. Post Hurricane Harvey, in Texas, Tetra Tech had two of the eight Crew Lead positions, yet we are responsible for 45% of the total number of projects (72 projects totaling $1.2 billion in project costs), more than twice the workload of the other contractors (the other six Crew Leads are responsible for the remaining 86).
- **Tetra Tech is part of the Alliance for Resilience and Mitigation (ARM) joint venture, and Tetra Tech is providing technical assistance to FEMA through the HMTAP contract in FEMA Regions 5, 6, 7. Currently, our team is providing COVID HMGP grant application and BCA technical assistance reviews.** *Our work as part of the ARM joint venture is highlighted later in this section under notable project experience.*

Resilient Community Planning Program Support

Our team has been leading the industry in climate change, mitigation and resilience planning. For over 30 years, Tetra Tech has been at the leading edge of climate change analysis, from the conduct of scientific and policy assessments to performing services to develop and implement effective adaptation and mitigation solutions. We have worked at the regional, national, municipal, and local levels to develop site-specific analyses and strategic recommendations to improve the resiliency of communities and programs.

We developed first-generation climate change models, including the Global Carbon Cycling Model, and have supported flagship climate change pilot projects for several

Tetra Tech has supported clients with developing resilience and climate change adaptation plans including:

- Greater Muncy Area, PA; Resilience Plan (This effort saw Tetra Tech awarded FEMA's first ever national Excellence in Mitigation Innovation Award)
- Rebuild by Design; Living with the Bay Resilience Plan, New York
- New York State Housing Trust Fund Corporation; New York Rising Community Reconstruction Program
- North Carolina Office of Recovery and Resiliency: Regional Resilience Portfolio Program (Tetra Tech was awarded 4 of the 8 regions)
- County of Hawai'i: Climate Adaptation Plan

U.S. agencies, multilateral institutions, and national and state governments. Tetra Tech supports our clients in applying and streamlining the methodologies and implementing best practices from these projects. Tetra Tech has leveraged its tradition in engineering and environmental science to build a suite of tools and capabilities to help local and state jurisdictions address an uncertain future through climate change adaptation and resilience planning.

Tetra Tech is composed of an accomplished team of experts with demonstrated experience in vulnerability and risk assessments; mitigation and resilience planning; and adaptation planning. Our team provides the highest level of service in support of planning activities and financial management for implementation of projects that address future conditions that threaten the life safety and economy of citizens.

- ***Our team combines local knowledge with global climate expertise.*** We have assembled nationally recognized experts in their field to manage and serve as technical leads and advisors to contribute to this project.
- We bring lessons learned from decades of hazard mitigation and community planning ***to build and integrate climate adaptation options and increase the resiliency*** of critical infrastructure and communities.
- Our track record of successful public engagement to ***inspire ownership and implementation of focused community reconstruction and resiliency plans*** that supports a comprehensive and inclusive approach to this planning process.
- Tetra Tech has led or been engaged ***with 4 of the 10 projects from Rebuild by Design, a U.S. Department of Housing and Urban Development's (HUD)*** program to rebuild the Sandy-impacted area and rebuild with science-driven approaches to long-term resilience. Similarly, our team members have led multiple efforts from HUD's National Disaster Resilience Competition. We have worked with multiple cities on their resilience strategies through the ***100 Resilient Cities Program***.

Our team not only provides the City access to experienced emergency management and hazard mitigation planners but also a cadre of resilience and climate adaptation planners and specialists who consider the whole community and develop actionable projects and plans to increase long-term resiliency.

Resilient and Adaptation Planning Framework

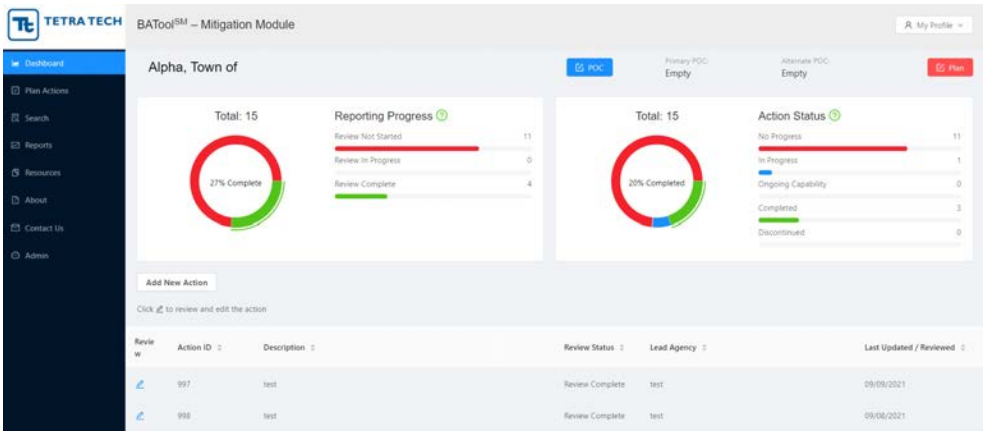
Tetra Tech has supported communities in both blue-sky and post-disaster scenarios to prioritize mitigation and adaptation projects and evaluate and align the best funding sources (federal, state, regional, local, and private) for implementation to ensure our clients achieve their resilience goals. Our proposed team has written grant applications and performed thousands of benefit cost analyses and has secured millions of dollars to implement projects within the following categories:

- Structural Elevation and Retrofit
- Acquisition/Relocation/Demolition
- Stormwater Drainage Improvements
- Outfall Improvements
- Collection Systems/Pumping Stations
- Bulkheading and Tide-Check Valves
- Coastal Revetment
- Bank and Soil Stabilization
- Roadway Elevations
- Dam Spillway Improvement
- Bridge Hardening
- Levees and floodwalls
- Living Shoreline
- Seismic and Wind Retrofit
- Post-disaster Code Enforcement
- Safe Room Construction
- Green Infrastructure
- Co-Generation Facilities
- Landslide Mitigation
- Wet and Dry Floodproofing
- Back-up Power
- Wildfire Mitigation
- Harden Communication Systems

The *BATool*[SM] Program – Tetra Tech's Mitigation Plan Implementation Progress Tracker

To support annual plan reviews, Tetra Tech has developed an automated, online annual plan review program (*BATool*[SM] Program). Through this system, our clients log into the program from their desktops and update the progress of each mitigation action included in the plan using a set of simple, intuitive screens. The City can view the status of department-specific mitigation projects using the dashboards and query project status right from your desktops. Users can generate reports summarizing the input collected to submit progress reports, align with funding, and support regulatory reporting to FDEM for mitigation planning and for annual Community Rating System (CRS) Activity 510 progress reports.

Sample *BATool*[SM] Program Dashboard



Emergency Management Support Services

With dozens of in-house emergency management planners and subject matter experts, Tetra Tech has the depth, experience, and track record to support the nation's largest and most demanding clients. While proud of the diversity, complexity, and effectiveness of our plans and projects, our team covets the strength of our long-term client relationships, which have resulted in **80% of our work coming from repeat business.** This remarkable statistic highlights our value and motivates us to outperform expectations and set the benchmark for excellence.

In addition to a long history of supporting the federal government, military, and private sector, Tetra Tech stands out as the largest provider in the nation of emergency management services to state and local clients. This footprint provides exposure to best practices and lessons learned from the largest metro areas and urban centers, translating into innovative plans and preparedness/mitigation activities tailored to our client's needs.

Preparedness Planning

Tetra Tech has assembled a team that features emergency management and homeland security experts with decades of real-world experience who have implemented all types of preparedness planning elements. Our team is experienced in developing all three tiers of CPG 101 plans:

- **Strategic Planning:** Describe how a jurisdiction wants to meet its emergency management or homeland security responsibilities over the long term. These plans are driven by policy from senior officials and establish program goals and objectives.
- **Operational Planning:** Provide a description of roles and responsibilities, tasks, integration, and actions required of a jurisdiction or its departments and agencies during emergencies.
- **Tactical Planning:** Break down bigger-picture goals and strategies into narrower, actionable tasks. Tactical plans are steps for implementing strategic and operational goals (for example, incident scenes or emergency operation center [EOC] standard operating procedures [SOPs] and checklists).

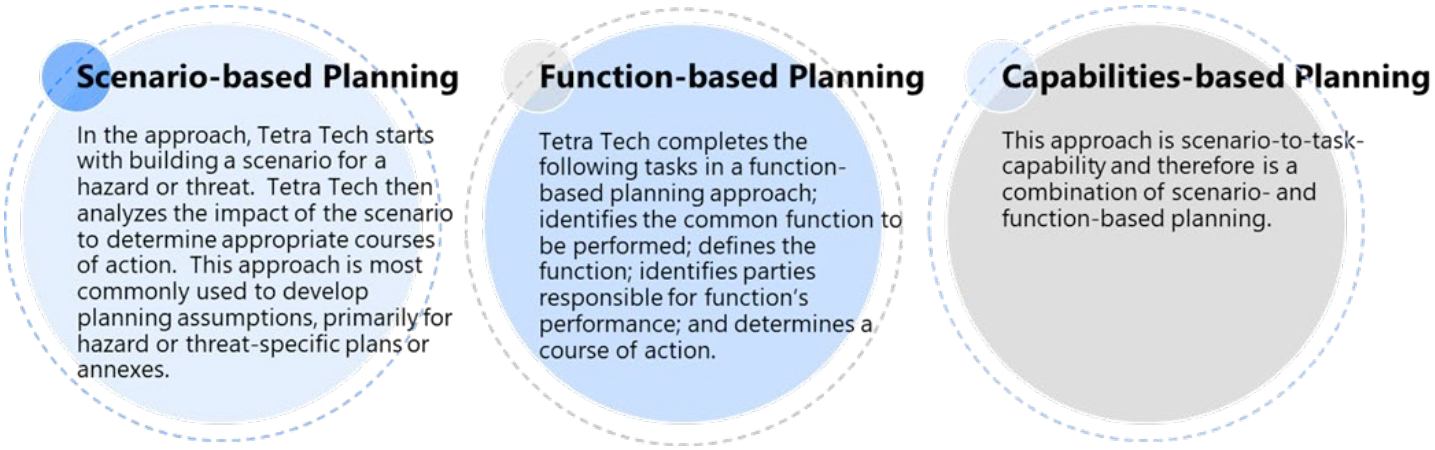
Graphic Source: CPG 101

In recent years, Tetra Tech has completed a wide range of actionable planning products in the following functional areas:

- Commodity Points of Distribution (C-POD)
- Comprehensive Emergency Management
- Community Rating System (CRS)
- Continuity of Government
- Continuity of Operations
- Debris Management
- Departmental Emergency Response
- Emergency Operations Center
- Emergency Operations
- Emergency Support Functions
- Evacuation Plan
- Family Assistance and Reunification
- Hazard Mitigation
- Logistics and Resource Management Plans
- Mass Care/Surge Capacity
- Medical Dispensing
- Pre-Disaster Recovery
- Reception Processing
- Regional Catastrophic
- Resilience
- Sheltering
- Standard Operating Procedures
- Threat and Hazard Identification Risk Assessments
- Threat/Hazard-Specific Plan
- Volunteer Management

Tetra Tech's approach to preparedness plan development will be tailored to meet the needs of the project and the involved participants. In general, Tetra Tech follows the FEMA Comprehensive Preparedness Guide (CPG) 101 to develop plans, realizing that this guidance is not a rigid standard. Using the CPG 101 methodology, there are three tiers of planning: strategic planning, operational planning, and tactical planning. Tetra Tech has extensive experience using CPG 101 in developing, implementing, and evaluating the three tiers.

To develop comprehensive planning documents, Tetra Tech uses the following approaches, either individually or in combination:



Tetra Tech recognizes that certain types of planning projects may have additional relevant standards and guidance. The table below highlights select standards that Tetra Tech has used for developing specific types of emergency plans with other clients.

Standards and Planning Types

Standard/Method	Type of Plan(s)
FEMA CPG 101v3	Emergency Operations Plan (EOP) EOP Hazard Annexes EOP Emergency Support Function (ESF) Annexes Comprehensive Emergency Management Plans (CEMP) Standard Operating Procedures (SOPs) and Job Aids
CPG 201v3	Threat and Hazard Identification and Risk Assessment
FEMA Hazard Mitigation Planning Guides (386 series)	State, local, and tribal Hazard Mitigation Plans
FEMA Continuity Guidance 2018	State, local, and tribal continuity of operations (COOP)/continuity of government (COG) plans
Disaster Recovery Institute (DRII)	Business continuity plans (BCP)
NFPA 3000 Standard for an Active Shooter/Hostile Event Response (ASHER) Program	Active shooter plans, training, and exercises plans
FEMA Pre-Disaster Planning Guide for Local/State Governments	Recovery Plans
FEMA P-785 Shelter Field Guide	Shelter Planning

Tetra Tech believes that a successful planning process should be clearly organized and include multiple opportunities for stakeholder input. The outcomes should be clear and understandable to a reader who was not involved in the development process. For all planning projects, Tetra Tech implements the CPG-101 Planning Process. This proven model outlined in the six steps below allows for greater stakeholder input and buy-in for the final product. Stakeholder involvement in the plan development process is key to the successful acceptance and implementation of any plan.

National Plan Development Process (NPDP) Model

Development of Preparedness Programs through an Equity Lens

As residents look to government to support their needs before and after a disaster occurs, the City must address the needs of the community and their most vulnerable and traditionally underserved populations in an equitable manner and view all mitigation, recovery, and emergency management plans, policies, and program through the lens of equity. We understand that disasters disproportionately affect underserved and historically marginalized communities, and as a society, we must actively work to ensure our entire communities are cared for and treated in an equitable manner with respect and sensitivity during times of crisis. The Tetra Tech team understands the critical importance of incorporating the needs of vulnerable and historically underserved populations into planning, training, and exercise programs so that their needs can be met before and after a disaster occurs. Tetra Tech is currently working with the State of Iowa to conduct a review of their plans, procedures, and programs to strengthen how it prepares for, responds to, and assists under-represented populations to recover from all types of disasters.

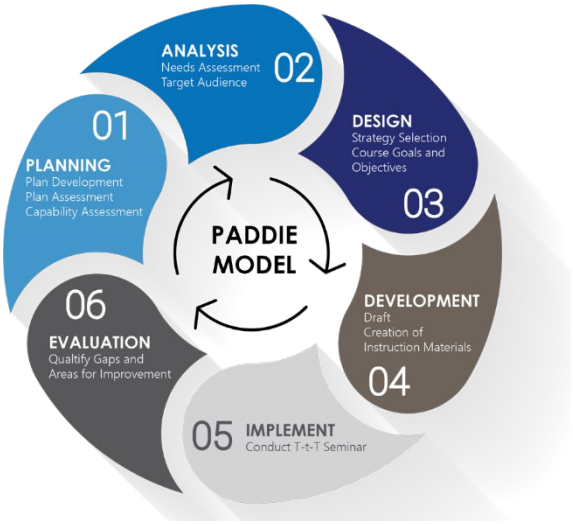
Tetra Tech's team has experience in conducting comprehensive community vulnerability assessments to identify and prioritize underserved areas for planning, response, mitigation, and community outreach through the lens of equity. Through our robust stakeholder and community engagement process, we are committed to leveraging existing community partnerships and resources to fully engage the community and understand community ties, using a Whole Community approach to effectively prioritize highest-risk communities and vulnerable populations to increase community resilience. This helps to determine and set policy needs and identify key areas for inclusion in plans and response procedures.

We understand the importance of whole community involvement in program development, including the vulnerable and historically underserved. By involving tribal nations, black, indigenous, and people of color, immigrants, refugees, economically challenged, people experiencing homelessness, and DAFN stakeholders (who directly depend on the City's response and recovery support) in the planning process, Tetra Tech will support the comprehensive diversity and inclusion the City seeks in the modern era of emergency management. Tetra Tech will host forums and outreach activities to meet people where they are. Additional virtual sessions will be available for those individuals with connectivity who do not want to gather during the ongoing COVID-19 pandemic. The Tetra Tech team completed review of policies and procedures and prepared recommendations through the lens of equity for some high-profile agencies, including the **DC Metropolitan Police Department, University of Maryland School of Public Policy, United States Department of Labor, District of Columbia Government Cities of Service Task Force.**

Development of Curricula on Plan Development

A plan is only successful if the responsible parties are aware of what is included, how to successfully implement it, and what their expected roles are when the plan is activated. Plans are most successfully implemented when personnel are regularly trained on the plan's contents and understand how it applies to them directly. Our team of skilled trainers develop and facilitate curricula on how to develop plans, how to successfully activate and implement them, and how to assess their effectiveness following an activation.

We understand the importance of developing engaging training curricula that address topics in a way that the learner is able to grasp key concepts while also understanding what is expected of them during a disaster or emergency. We are currently working with the Northern Virginia Emergency Response System (NVERS) to develop a two-day training course on how to develop a family assistance plan at the jurisdictional and City levels. We have assisted other clients, including Amtrak, with developing computer-based training (CBT) modules that teach users how to successfully implement field operations guides and activate following a train derailment. Our team of skilled trainers are adept at creating curricula and training aids for in-person or virtual delivery and CBTs.



Our course developers include trainers certified or qualified through the FEMA Emergency Management Institute (EMI), U.S. EPA, various fire services, and U.S. military branches. Tetra Tech uses a streamlined version of the Systems Approach to Training (SAT) to develop customized training courses. This approach incorporates the steps of the PADDIE model of instructional design (Planning, Analysis, Design, Development, Implementation, and Evaluation). This process allows for a dynamic, flexible guideline for building effective adult learning training modules.

For each training, Tetra Tech will work with the City to consider the course topic, course objectives, enabling learning objectives, and target audience in order to propose the best, most effective approach, or format for course delivery (classroom, online, blended, video, or other). The overall course development process, regardless of delivery format, involves concurrent and overlapping activities within the "Analysis and Design" and "Design and Implement" phases. Tetra Tech uses periodic course reviews to obtain feedback from the course planning team and to address technical and presentation considerations. Content validation occurs at each step to check that the course is designed and conceptualized accurately, whether the product is video-based, online, or classroom training. Our training curricula development will include the creation of multi-media presentations, instructor guides, student guides, tests, and feedback forms for in-person or virtually facilitated training offerings and knowledge checks and reviews for CBT offerings. These materials will be skillfully designed by our team of training professionals and include interactive opportunities where available.

In addition to developing the tools to support the training facilitation, Tetra Tech understands the importance of developing support tools such as job aids or planning templates that can be used after the training is delivered. Examples include:

- Checklists that illustrate important actions that must be taken during each phase of plan implementation
- Job action sheets which can be used during EOC activations providing guidance on the EOC's battle rhythm and when deliverables are due
- Plan templates and user guides that assist with developing a plan and outline important guidance and consideration points
- Flyers that can be used to get stakeholders engaged in planning process

For each training offering, we will work with the City to identify the most appropriate training support tools that can be developed to not only support the participant's understanding during the training but also encourage them to implement what they have learned.

Exercise Design, Execution and Evaluations

Tetra Tech's experience with HSEEP is extensive and ranges from local-level drills to national-level, multi-day full-scale exercises with dozens of stakeholders and thousands of participants. This includes developing HSEEP-consistent exercises for dozens of metropolitan regions across the U.S. As a result, Tetra Tech has often been tasked with managing our clients' ongoing multi-year exercise programs, including FEMA's National Exercise Program (NEP), EPA's Emergency

Response Training Program for first responders, New York State Radiological Preparedness Program (REPP), Amtrak, and exercise programs in the cities of Philadelphia, Chicago, Orlando, Los Angeles, Atlanta, and Houston.

Tetra Tech understands how to utilize the HSEEP process to drive objective oriented outcomes while still providing flexibility to evolving client needs. Tetra Tech is well-versed in coordinating multiple, simultaneous planning efforts and complex exercises. We develop progressive exercise series to validate capabilities in the areas of energy assurance, transportation, cyber security, public health, hazardous materials response, natural hazards, terrorism, and recovery.

Through our current and past work for local, state, and federal agencies, Tetra Tech has developed a nationwide group of exercise design specialists and facilitators who work together to provide expertise to our clients. Tetra Tech project team members have long histories of demonstrated proficiency in the HSEEP process, and many are trained HSEEP instructors. Tetra Tech has numerous FEMA Master Exercise Practitioners (MEP), the highest HSEEP designation. As a result, Tetra Tech can provide the most capable HSEEP exercise development experts available. Our clients can attest to our ability to navigate the HSEEP process in such a manner to meet each standard, which minimizes the level of complexity for them and their stakeholders.

Our team of HSEEP-trained professionals will be available to provide facilitation, control, and evaluation support for the City. Prior to exercise conduct, our staff will be available to:

- Develop materials and support the facilitation of exercise planning meetings
- Develop HSEEP-consistent exercise documentation
- Exercise preparation: meeting presentations, sign-in sheets, agendas, meeting minutes
- Exercise conduct: Exercise Plan (ExPlan), Situation Manual (SitMan), Master Scenario Events List (MSEL), sign-in sheets, Safety Briefing presentation, Actor Briefing presentation, Controller/Evaluator Training presentation
- Exercise Evaluation: Exercise Evaluation Guides (EEGs), Participant Feedback Form/Survey, AAR/IP

What do our clients say?

"They impressed us right from the start, plugging in immediately to drive the project schedule and deliver the right information and resources to the right place at the right time.

The positive energy and 'can do' attitude of the Tetra Tech team allowed us to meet our deadlines and to meet the expectations of demanding stakeholders all across our dynamic healthcare enterprise. The support we received from Tetra Tech was critically important to the success of this important endeavor."

Kelly R McKinney
Director - NYU Langone Health

Tetra Tech's staff members will be able to serve as facilitators, controllers, and simulation cell (SIMCELL) members for exercises. Using the EEGs, staff will record actions from play and document observations, lessons learned, and best practices throughout the exercise for discussion in the hotwash and inclusion in the AAR. We will lead and manage the hotwash process in order to collect feedback from participants immediately after the exercise to get their initial thoughts and provide them with the opportunity to provide additional feedback via a paper Participant Feedback Form or online feedback survey. Throughout the COVID-19 pandemic, we have had immense success with using surveys to collect participant feedback for both exercise and real-world after action review processes.

We can also support the City through facilitating and/or supporting the AAM by consolidating evaluations into an AAR/IP and presenting this to both participants and agency leadership. Our team has extensive experience with identifying not only best practices but also capability gaps and assigning corrective actions to address and close them.

Disaster Recovery Related Support Services

As an industry leader, Tetra Tech provides complete, turnkey construction services for facilities, pipelines, infrastructure, and energy projects around the world. Tetra Tech offers comprehensive program management, combining our engineering, project management, and project controls expertise to ensure that our clients' infrastructure projects are implemented successfully. Our team builds on this experience by utilizing subject matter experts to support the oversight of construction projects in the FEMA and HUD recovery regulatory frameworks.

With the adjustment of the FEMA's Small Project Threshold to one million dollars, it is more important than ever to capture all damages, provide detailed scopes of work, and include all reasonable costs for projects.

Tetra Tech has played a vital role in providing cost estimating support to validate Work Completed or estimate to Work to be Completed scope for disaster projects. With agreed upon damage quantities, Tetra Tech's cost estimators utilize *RecoveryTrac*™ to generate and validate scope of work and cost estimates by integrating cost data from RS Means for construction projects. Our estimation work has been used to validate and adjust FEMA's prepared Cost Estimating Format to insure maximum funding for Applicants. In many instances our team had shown eligible cost increases of over 20% compared to FEMA developed cost estimates.

Our proprietary software was utilized to digitally collect eligible disaster related damages for over 10,000 damaged sites from Hurricane Maria in Puerto Rico. This data was reviewed for programmatic compliance and made available to FEMA for inclusion into Grants Portal Project Worksheets complying with FEMA's required import formats. Tetra Tech has also utilized *RecoveryTrac*™ to survey over 30,000 private property parcels damaged by disasters before, during, and after the removal of debris for 65 clients over 34 declared disasters.

From the recipient perspective, our team has completed cost estimation verification reviews for over 400 projects from 12 disasters in Louisiana and thousands of reviews in Puerto Rico for Hurricane Maria. From a sub-recipient perspective, we have supported our clients with the creation of hundreds of detailed estimates for communities such as the City of Houston and Harris County, TX following Hurricane Harvey, and Richland County, SC after the 2015 Flood.

Tetra Tech's vast engineering experience has provided a solid foundation for participating in design development meetings. We bring highly experienced engineers and designers to the discussion to cover all types of projects. As examples have participated in post-disaster recovery design and scoping meetings for the electrical grid repair and replacement in Puerto Rico following Hurricane Maria, the construction of Hurricane Safe Room for Beaufort County, South Carolina, flood mitigation consultation for the City of Houston, Texas downtown building complexes, design consultation for the full replacement of bridges in Richland County, South Carolina, and programmatic requirements for the elevation of 121 private residences in Galveston County, Texas.

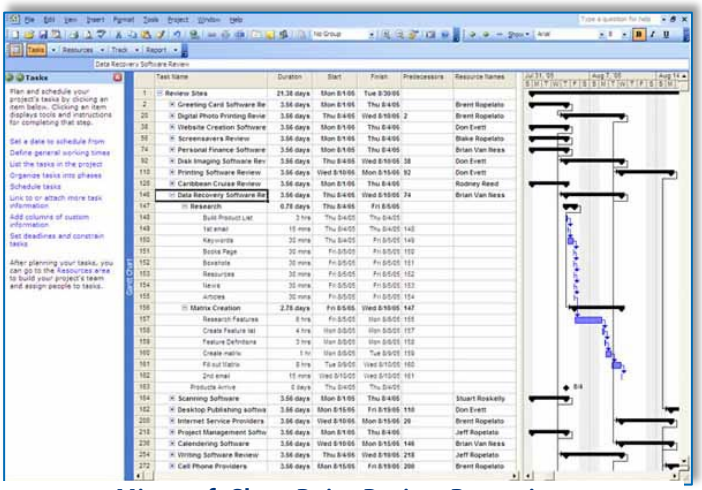
Tetra Tech's managers and engineers have completed numerous critical infrastructure projects for wastewater treatment plants, water and sewer infrastructure, road improvements, drainage, and coastal restoration projects for municipalities and private clients. A paramount responsibility of this work involves reviewing progress design documents for conformance to the budgeted scope of work. In the disaster recovery space, our engineers and project managers are currently supporting the CDBG-DR Department of Housing Program in Puerto Rico for the Hurricane Maria (4339DR-PR) recovery programs working with 27 municipalities located on the west side of Puerto Rico. Our managers and engineers are providing support in reviewing Architect/Engineer (A/E) design documents and plans, providing comments and technical assistance, working with Applicants to determine if amendments are required, reviewing consultant construction timeline estimates, and validating the scope of work complies with Federal and local requirements to maintain eligibility and stay within the approved budget.

Management of Construction Phase

To the extent necessary, Tetra Tech will assist the City with construction management activities to efficiently and effectively manage project implementation. Tetra Tech's primary objective is to ensure that the City has the necessary tools and plans required to implement the FEMA PA Grant Program funds it has been awarded. To achieve this objective, Tetra Tech will provide technical oversight and assistance to the City with the development of the following program management documents:

- Operational plan
- Cash flow/budget plan
- Information management plan
- Quality control plan
- Communications plan

In addition, Tetra Tech will gather data regarding the City's project progress to populate the Microsoft SharePoint/Project application that will be used to track, manage, and document statewide project progress and budget. Tetra Tech has found that using Microsoft SharePoint and Project to manage large-scale, multi-phased projects provides transparency in project progress, a means for identifying system bottlenecks, and an efficient method for managing budgets and implementing cost controls.



Microsoft SharePoint Project Reporting

Bidding and Award

In accordance with OMB Super Circular 2CFR200, Tetra Tech will provide bidding documents, drawings, and specifications in the appropriate electronic format for use by the City. During the bidding process, the project team can support the City by attending the pre-bid conference and respond in writing to all bidders' questions in appropriate addenda to the City. Once the bids are received, the project team can tabulate the bids, review the bidders' qualifications, and recommend award of the contract, in writing, to the City. Prior to the construction phase, a reproducible conformed set of engineering drawings and specifications will be prepared for use during construction.

Construction Services

Upon award of any construction contract, Tetra Tech will attend a pre-construction conference with the selected contractor, subcontractors, and the City. Subsequently, Tetra Tech will attend progress meetings, perform site inspections, and provide interpretation or clarification of the design documents when requested, respond to requests for additional information (RFIs), and prepare change orders required for minor modifications. In addition, Tetra Tech will review shop drawings, pay requests, and other submittals for general conformance with the specifications and drawings and conduct substantial and final completion inspections to determine if the work has been completed in conformance with the contract documents. At completion, Tetra Tech will prepare and submit certificates to the appropriate regulatory agencies. Upon completion of all work, the project team will prepare record drawings from the contractor's survey and markups in both reproducible and electronic formats for the City's use.

Field Inspection Services

In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, ***our team has spent years researching and developing our RecoveryTrac™ system*** is the result of these efforts. The *RecoveryTrac*™ suite is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project, including Site Inspection, Interim Project Reports, and Final Inspection Reports.

Due to the complexity and heavy expense of conducting site visits, one of the *RecoveryTrac*™ system's innovative applications has been configured to allow for all site inspection data to be electronically captured and submitted to a cloud-based storage system and delivers a document that is electronically formatted to be prepared to immediately be imported into FEMA's Grant's Manager System.

Interim Construction Inspections

As part of construction management, we will verify that projects are being completed and ensure funding is appropriately aligned with scopes of work. As such, Tetra Tech will conduct interim project inspections on behalf of the City in conjunction with the State of Alabama, FEMA, and other regulatory representatives. Information gathered during

interim project inspections will be incorporated into the project file for review during future audits. Information gathered during inspections may include the following:

- Photographs
- GPS coordinates
- Health and safety reports
- Confirmation of the scope and quantity of work that exists on the individual site based on project scoping information contained in engineering document(s)
- A site survey, including a diagram of the parcel and the approximate location of work being completed

Tetra Tech will accommodate requests made by FEMA and/or the State of Alabama to develop documentation necessary for releasing progress payments based on interim inspections.

Inspections Powered by Matterport

Our approach is supported and enhanced with technologies specifically designed for damage assessments. Tetra Tech proposes Matterport as an integral part of our solution for the City. Matterport is a powerful 3D platform that transforms spaces into digital footprints for analysis, recordkeeping, and compliance monitoring. Tetra Tech will utilize Matterport for 3D asset leveraging, including live interactive digital scans of existing spaces to capture site footprints at the time of the inspection. The inspections will be identified by geographic location or by facility type to ensure that the right team is deployed at the right time. At the site inspection, our *RecoveryTrac*™ platform will tag each location, obtain site specific photographs.

The Matterport system will:

- **Reduces time on-site** – drives field quality and efficiency through automation
- **Reducing need for travel costs** -Allows cost estimate of repairs to be performed remotely
- **Increases productivity** of field inspectors and cost estimators
- **Produces high quality visual data** - can be used for quality control reviews

Dollhouse View and In-Person Viewer

Proposed Costs

Tetra Tech is prepared to assist the City with all components of the scope of work. The table below provides Tetra Tech's hourly rates which are fully burdened to include all cost (overhead, profit, and non-labor expenses).

Hourly Rate Schedule

Category	Hourly Rate
Administrative Specialist I	$48.00
Administrative Specialist II	$57.60
Research Assistant	$61.20
Proposal Coordinator	$63.60
Comm. Technician	$68.40
Help Desk Operator	$74.40
Administrative Specialist III	$76.80
Research Assistant II	$79.20
Service Center/Logistics Specialist	$81.60
Analytical Aide	$90.00
Planning Aide	$96.00
Project Control Specialist	$99.60
Oracle Database Administrator	$102.00
Consulting Aide	$102.00
Assistant Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$114.00
Program Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$120.00
System Administrator	$126.00
Law Enforcement Subject Matter Expert/Trainer	$132.00
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist I	$132.00
Public Assistance/Grant Management Consultant	$138.00
Fire/HAZMAT Subject Matter Expert/Trainer	$146.40
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist II	$150.00
Consultant/Planner/ Scientist/Assessor/ Environmental Specialist Analyst III	$162.00
Senior Public Assistance/Grant Management Consultant	$162.00
Senior Oracle DBA	$165.60
Supervising Public Assistance Consultant	$174.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$180.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist	$180.00
Program Manager	$189.60
Senior Program Manager	$198.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	$210.00
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	$234.00
Subject Matter Expert	$270.00
FEMA Appeals Legal Specialist	$292.80
Senior FEMA Appeals Legal Specialist	$420.00
Principal FEMA Appeals Legal Specialist	$510.00

In the event a rate increase adjustment is agreed to by the City, rates for the subsequent years after the first term of the agreement and any extension term years shall be subject to an annual adjustment on the anniversary date of the contract in accordance with the U.S. Consumer Price Index. Non-labor expenses shall be invoiced as follows: (1) travel expenses including airfare and car rental shall be invoiced at cost without markup; (2) lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov (3) meals and incidentals shall be invoiced at the GSA per diem rate; (4) mileage shall be invoiced at the federally published rate; and (5) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and the City shall be invoiced at cost without mark-up. All other direct project expenses will be billed at costs without mark-up.

Additional Information

Tetra Tech is requesting that all indemnification clauses be limited only to acts and/or omissions caused by Contractor's negligent performance. To the extent such request does not meet the City's requirements, Tetra Tech is confident in the ability of the parties to negotiate a mutually agreeable contract.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	American International Group UK Ltd	AA1120187
INSURER B:	Zurich American Ins Co	16535
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Tetra Tech, Inc.
2301 Lucien Way
#120
Maitland FL 32751 USA

COVERAGES **CERTIFICATE NUMBER:** 570102134963 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [ ] OCCUR [X] X X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC [X] OTHER:	Y		GL0181740605	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$500,000 $100,000 $10,000 $300,000 $4,000,000 $4,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BAP 1857085 05	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$500,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $100,000			62785232	10/01/2023	10/01/2024	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B	**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		WC254061605 AOS WC185708705 WI	10/01/2023 10/01/2023	10/01/2024 10/01/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Mobile is included as Additional Insured in accordance with the policy provisions of the General Liability policy as required by written contract. Stop Gap Coverage for the following States: OH, ND, WA, WY.

CERTIFICATE HOLDER
The City of Mobile, AL
205 Government Street
Mobile AL 36633 USA

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

AUTHORIZED REPRESENTATIVE
Aon Risk Insurance Services West, Inc.

Holder Identifier : 309
Certificate No : 570102134963

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POLICY NUMBER: WC 2540616-05

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company

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Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 1817406-05	Effective Date: 10/01/2023

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

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D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 1857085-05	10/01/2023	10/01/2024		75272000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Evaluation RFP 538 Disaster Management Consulting

Score Totals City of Mobile RFP 5838 Disaster Consulting Services	**Total**	**Average**	**POC**
DB Marlin Adjusting Solutions	245.00	40.83	**Linetta Bell, Owner hr@dbmasglobal.com**
DCMC Partners LLC	438.00	73.00	**Barry Scanlon, President bids@dcmcpartners.com**
Disaster Program & Operations, Inc.	382.00	63.67	**Gabrielle Benigni, President Gbenigni@dpando.com**
Forvis	334.00	55.67	**Julie Murdock, Managing Director julie.murdock@forvis.com**
Goodwyn Mills Cawood	449.00	74.83	**Robert Ramsey, executive Vice President, Disaster Recovery robert.ramsey@gmcnetwork.com**
Hagerty Consulting Inc	436.00	72.67	**Katie Freeman, Director of Operations katie.freeman@hagertyconsulting.com**
Innovative Emergency Management Inc	444.00	74.00	**Keith Reynolds, Manager, Contract Administration Contracts@IEM.com**
Royal Engineers and Consultants LLC	433.00	72.17	**John McNeil, Area Business Manager MMcNeil@Royalengineering.net**
Tetra Tech	501.00	83.50	**Jonathan Burgiel, Business Unit President TDR.Contracts@tetratech.com**

Evaluation RFP 538 Disaster Management Consulting

Score Totals City of Mobile RFP 5838 Disaster Consulting Services	**Total**	**Average**	**POC**
Thomas Howell Ferguson PA	381.00	63.50	**Ben A. Stevens III, Shareholder, Government Consulting Services sstevens@thf-cpa.com**
Thompson Consulting Services, Inc	435.00	72.50	**Jon Hoyle, President jhoyle@thompsoncs.net**
Witt O'Briens	481.00	80.17	**Cheryl Joiner, Director of Contracts and Compliance contractrequests@wittobriens.com**

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Director Kim Carmody, Parks and Recreation

Sponsored by:

Mayor Stimpson and Councilmember C.J. Small

Purpose and Scope of Project:

Authorize a grant application to the Alabama Department of Economic and Community Affairs (ADECA) in the amount of $500,000.00 for the Land and Water Conservation Fund (LWCF). There is a 50% local match requirement of up to $250,000.00, if awarded funding.

Funding Source

Project # C0657 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $500,000.00 **Matching Funds** $250,000.00

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	10/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Scott, Cody	Approved	10/11/2023 - 1:20 PM
Legal	Kern, Chris	Approved	10/11/2023 - 4:02 PM
Legal	Kern, Chris	Approved	10/11/2023 - 4:02 PM
Mayors Office	Montgomery, Brandi	Approved	10/12/2023 - 2:47 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson and Councilmember C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Alabama Department of Economic and Community Affairs (ADECA), a Notice of Award for grant assistance in the amount of $500,000.00 from the Land and Water Conservation Fund (LWCF). There is a 50% match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Alabama Department of Economic and Community Affairs (ADECA). Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Mobile City Council authorizes the expenditure of 50% matching funds up to the amount of $250,000.00 in the event this grant is received.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

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

Amount of Contract:

n/a

Effective Date of Contract:

10/31/2023

Funding Source

Project # Ordinance to Amend Chapter 34 - Licenses and Taxation **Discretionary Funds** n/a

Project String n/a **Contract Number:**n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a **Matching Funds** n/a

ATTACHMENTS:

Description	Type	Upload Date
Ordinance to Amend Chapter 34 - Licenses and Taxation	Ordinance	10/19/2023

REVIEWERS:

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

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

34-_____ 2023

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

_____

Sponsored by: Mayor William S. Stimpson

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

Section One. Findings and Purpose

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

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

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

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

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

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

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

NAICS	TITLE	LICENSE RATE
721311	Real Property - Short-term rental – the rental of a dwelling unit, dwelling of any type, room, building, house or other structure or the part of a structure, including a manufactured home, that is or can be utilized as a transient sleeping place by one or more persons for less than one-hundred and eighty (180) consecutive days per rental period (excludes 721310, 721313, 721311 and 721111). Also excludes a rental between parties to the sale of such building, etc., where valid documentation of the sale is provided. Lodging tax must be filed and remitted. Individuals utilizing a third party for lodging tax collections shall submit a transaction history detail provided by the third party or other similar document that shows the dates booked, gross revenue, and lodging tax remitted.	0.003259

(b) Add the following NAICS code:

NAICS	TITLE	LICENSE RATE
531311	Real Property Management. Must hold broker's license from Alabama Real Estate Commission. Excludes those persons or entities exempt from the licensing requirements set forth in Alabama Code Section 34-27-2 and listing services or online platforms for short-term rentals.	0.002621

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

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

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

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

Real Property Management means any person or entity that engages in rental leasing and/or property management services within the City of Mobile or its police jurisdiction within the meaning of Alabama Code Section 34-27-30 and Administrative Regulations applicable to the Alabama Real Estate Commission, including any person or entity that engages in renting or offering to rent a short-term rental. Must hold broker's license from Alabama Real Estate Commission. Excludes those persons or entities exempt from the licensing requirements set forth in Alabama Code Section 34-27-2 and listing services or online platforms for short-term rentals.

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

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

Section 34-46. License shall be location specific.

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

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

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

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

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

Section Five. Existing Law.

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

Section Six. Severability.

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

Section Seven. Effective Date.

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

ADOPTED:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:
Chief Paul O. Prine, MPD

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
Authorize a grant application to the Alabama Department of Economic and Community Affairs (ADECA) in the amount of $50,000.00 for the FY24 Edward Byrne Memorial JAG Fund Equipment Grant. There is no local match.

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds $50,000.00	**Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	10/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Threadgill, Randy	Approved	10/19/2023 - 8:22 AM
Legal	Kern, Chris	Approved	10/19/2023 - 12:39 PM
Legal	Kern, Chris	Approved	10/19/2023 - 12:40 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:33 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Alabama Department of Economic and Community Affairs (ADECA), a Notice of Award for grant assistance in the amount of $50,000.00 for the FY 2024 Edward Byrne Memorial JAG Fund Equipment Grant. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Alabama Department of Economic and Community Affairs (ADECA). Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/19/2023 - 2:36 PM

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Lounge Retail Liquor Class II Package Store License
Submitted by:	Feston, LLC
Location:	2709 Spring Hill Avenue Suite B Mobile, AL 36607

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 18, 2023	TRANSFER - OWNERSHIP	2023 - 5606	126879	October 24, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name

FESTON LLC

Trade Name (DBA)

CITY LIFE LIQUOR

Location Address

2709 SPRINGHILL AVENUE STE B MOBILE AL 36607

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 18, 2023	TRANSFER - OWNERSHIP	2023 - 5606	126879	October 24, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name

FESTON LLC

Trade Name (DBA)

CITY LIFE LIQUOR

Location Address

2709 SPRINGHILL AVENUE STE B MOBILE AL 36607

Comments

Yours Very Truly,

Mobile City Council President

Applicant Signature _____ Date _____

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 18, 2023	TRANSFER - OWNERSHIP	2023 - 5606	126879	October 24, 2023

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name

FESTON LLC

Trade Name (DBA)

CITY LIFE LIQUOR

Location Address

2709 SPRINGHILL AVENUE STE B MOBILE AL 36607

Business Contact Person Information			
Name	Title	Phone	Email
SHARON INGRAM		(251) 508-8518	ACCOUNTING@HHBUSINESSSERVICES.NET

Has any outstanding license and tax issues been addressed and corrected with this business?

What is/was the start date of this business?

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
October 16, 2023	TRANSFER - OWNERSHIP	2023 - 5606	126879	October 31, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)	

Business Information

Legal Business Name	Trade Name (DBA)
FESTON LLC	CITY LIFE LIQUOR

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	08.08.2023	001-093-355	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
93-2728609	R011873475

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
2709 SPRINGHILL AVENUE STE B	MOBILE	AL	36607

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
2709 SPRINGHILL AVENUE STE B	MOBILE	AL	36607

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
PACKAGE STORE	N/A

Business Contact Person Information

Name	Title	Phone	Email
SHARON INGRAM	☑ POA	(251) 508-8518	ACCOUNTING@HHBUSINESSSERVICES.NET

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
VINA PACKAGE LLC	VINA PACKAGE STORE

License Type	License Number	Any ABC Pending Actions
011 - CLASS II (PACKAGE STORE)	011027049	NO PENDING ACTIONS

Land/Building Information

Do you own or rent/lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name	Prop Owner Phone	Property Owner Email
RESOLUTE INVESTMENTS LLC	(251) 604-4343	DVPHAN@GMAIL.COM

Property Owner Address	City	State	Zip Code
5458 DAWES LANE EXT	THEODORE	AL	36582

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
2,500	N/A	YES	NO	SHOPPING CENTER	OTHER - STRIP MALL

Do the premises have a fully equipped and operational kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Is the business equipped with services and facilities for on premises consumption? NO

Will the business be operated primarily as a package store? NO

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
LONG, JESSICA MONIQUE	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
	MOBILE	AL	36605
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
SHARON INGRAM	AUTH AGENT			
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**
				(251) 508-8518

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant Printed Name: Jessica Long

Date: 10/18/2023

Owner/Applicant Signature: Jessica Long

Title:

Sworn to and subscribed before me this 18th day of OCTOBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

October 18, 2023

CITY LIFE LIQUOR

2709 SPRING HILL AVENUE

UNIT B

MOBILE, AL 36607 USA

ACCOUNT NUMBER: 126879

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1657369	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

10/18/2023 04:02PM NICKOL H.
036618-0004

BUSINESS LICENSE
FESTON LLC
126879
2023 Item: 1657369
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal **$50.00**
TP CC FEE $2.50
Total **$52.50**

REVENUE CC $52.50
**********7029
Ref=de34ad11-dd31-479b-a03c-a95a64340c11
Auth=916007

Change due **$0.00**

Paid by: INGRAM/SHARON

Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

City of Mobile Alcoholic Beverage License Application

ALL boxes are *REQUIRED*. Form is fillable and have dropdown boxes

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
10/4/2023	10/15/2023	10/15/2023	

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
		01102749

License Type applied for with Alabama ABC Board	
Liquor + Tobacco	

Business Information

Business Description/Activity	Other Explain
Liquor Store	

Legal Business Name	Trade Name (DBA)
Feston, LLC	City Life Liquor

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
LLC	8/8/23	2709 Springhill Ave

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
2709 Springhill Ave	Mobile	AL	36607

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Mobile	AL	36607	

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
SAME			

City	State	Zip Code	Business Phone Number	Building Type

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?

Business Contact Person Information

Name	Title	Phone	Email
Sharon Ingram	Accountant	334-504-8818	Accounting@hhbusinessservices.net

Land/Building Information

Do you own or rent/lease the property? Own

Property Owner Name	Do you have a legal description of property?
Resolute Investments	Yes — Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
5458 Dawes Ln ext	251-684-9343	DVPHAN@GMAIL.COM

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
Theodore	AL	36582		2500

Fully equipped & operational kitchen	Equipped with table and chairs
If NO, any food served (if YES explain below)	Equipped for on premise consumption
Habitually used for providing food to public	Restroom Facilities — Patio Area

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — **Copy of Driver's License Must Be Provided**

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
Long Jessica	Member	

Race	Sex	Date of Birth	Home Address
B	F		

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		Mobile	AL	36605

Place of Birth (City, State, Nation)	Mobile Number	Email
Mobile, AL	251-508-8516	Accounting@hhbusservices.net

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

NO	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
NO	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
YES	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

Individual, Member, Officer Information: The following information is required for every person with proprietary or profit interest of 10% or more in the applicant. This does not apply to publicly traded corporations.

Full Name: Jessica (First) Monique (Middle) Long (Last)

Title: Member Driver's License Number/St__ Expiration Date: 2/4/25

Date of Birtl ____ ,ce of Birth: Alabama

I am a: United States Citizen ☑ Legal Resident of the United States ☐

Social Securit__ ıber: 251-586416 Cell Phone Number: ____

Residence Address: 1910 Delta Street (Street Address (Include Suite/Unit/Building Number)) Mobile (City) Mobile (County) 3660 (Zip Code)

Have you ever legally changed your name? Yes ☐ No ☑

Have you ever legally changed your social security number? Yes ☐ No ☑

Please list all known Aliases and Nicknames: ____

Full Name: ____ (First) ____ (Middle) ____ (Last)

Title: ____ Driver's License Number/State: ____ ____ Expiration Date: ____

Date of Birth ____ Place of Birth: ____

I am a: United States Citizen ☐ Legal Resident of the United States ☐

Social Security Number: ____--____--____ Home Phone Number: ____ Cell Phone Number: ____

Residence Address: ____ (Street Address (Include Suite/Unit/Building Number)) ____ (City) ____ (County) ____ (Zip Code)

Have you ever legally changed your name? Yes ☐ No ☐

Have you ever legally changed your social security number? Yes ☐ No ☐

Please list all known Aliases and Nicknames: ____

Full Name: ____ (First) ____ (Middle) ____ (Last)

Title: ____ Driver's License Number/State: ____ ____ Expiration Date: ____

Date of Birth ____ Place of Birth: ____

I am a: United States Citizen ☐ Legal Resident of the United States ☐

Social Security Number: ____--____--____ Home Phone Number: ____ Cell Phone Number: ____

Residence Address: ____ (Street Address (Include Suite/Unit/Building Number)) ____ (City) ____ (County) ____ (Zip Code)

Have you ever legally changed your name? Yes ☐ No ☐

Have you ever legally changed your social security number? Yes ☐ No ☐

Please list all known Aliases and Nicknames: ____

****Additional officers/members must be listed on a separate sheet**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20231004094454885

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
VINA PACKAGE LLC
Address: 2709 B SPRINGHILL AVE
MOBILE, AL 36607
Telephone: 251-510-1799

NEW APPLICANT:
FESTON LLC
Address: 2709 SPRINGHILL AVE STE B
MOBILE, AL 36607
Telephone: 251-508-8518

Current License No: 011-011027049

LICENSED PREMISES ADDRESS: 2709 SPRINGHILL AVE STE B MOBILE, AL 36607

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 4th day of October, 2023.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name: HOA THI HAI NGUYEN
Title: MEMBER

NEW LICENSEE (APPLICANT)

Print Name: Jessica Long
Title: Member

WITNESS: (By ABC Enforcement) Sandy Dunkin

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231004094454885

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) **State:** **County:**

Type License: **State:** **County:**

Trade Name: CITY LIFE LIQUOR **Filing Fee:**

Applicant: FESTON LLC **Transfer Fee:** $50.00

Location Address: 2709 SPRINGHILL AVE STE B MOBILE, AL 36607

Mailing Address: 2709 SPRINGHILL AVE STE B MOBILE, AL 36607

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-093-355

Do you sell Draft Beer?:

Date Incorporated: 08/08/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 08/08/2023

Federal Tax ID: 93-2728609 **Alabama State Sales Tax ID:** R011873475

Name:	Title:	Date and Place of Birth:	Residence Address:
JESSICA MONIQUE LONG	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: SHARON INGRAM
Business Phone: 251-508-8518
Fax:

Home Phone: 251-508-8518
Cell Phone: 251-508-8518
E-mail: ACCOUNTING@HHBUSINESSSERVICES.NET

PREVIOUS LICENSE INFORMATION:
Trade Name: VINA PACKAGE STORE
Applicant: VINA PACKAGE LLC

Previous License Number(s)
License 1: 011-011027049
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231004094454885

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: RESOLUTE INVESTMENTS LLC 251-824-1217
What is lessors primary business? PROPERTY RENTALS
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? 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? YES
Building Dimensions Square Footage: 2500 Display Square Footage: 600
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER 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: 20231004094454885

Initial each — **Signature page**

Initial each	
JL	In reference to law violations, I attest to the truthfulness of the responses given within the application.
JL	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
JL	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.
JL	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
JL	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.
JL	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.
JL	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): Jessica Long

Signature of Applicant: Jessica Long

Notary Name (print):

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Notary Signature: 10/4/23 Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231004094454885

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: STE B

STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

MONTGOMERY, ALABAMA

2023-2024

LICENSE EXPIRES SEPTEMBER 30, 2024
RENEW LICENSE(S) BEFORE AUGUST 1, 2024

Confirmation Number: 20230727000006802

Renewal Period: June 1, 2024 Through July 31, 2024

License Number: 011027049

County:	MOBILE	Tobacco Business Type:	45	Vending Machines:	0
Effective Date:	10/01/2023	Printed Date:	07/27/2023		

Trade Name: **VINA PACKAGE STORE**

Licensee: **VINA PACKAGE LLC**

Location: **2709 B SPRINGHILL AVENUE**
MOBILE **AL** **36607**

Mailing Address: **AL** **36695**

011 LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

990 TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS
Product type: 1

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcboard.gov click license and find the division contact number that services the county for this license.

107020

Curtis E. Stewart

ADMINISTRATOR

Date and Time of Request: 11/08/2022 07:58:50 PM

Disclaimer:

The criminal history record information maintained in this record is confidential and may only be used for the purposes defined by the Code of Federal Regulations or as defined in Section 265-X-2.03 of the Alabama Administrative Code. The information provided through the Alabama Background Check (ABC) System is pursuant to the authority of Section 41- 9-594 of the Code of Alabama, is based only on the name-based information provided, and contains Alabama information only. Because additions or deletions may be made at any time, a new copy should be requested, when needed for subsequent use, under the rules established for the ABC System by the Alabama Criminal Justice Information Center Commission. This record is invalid after 90 days. As this is a name-based records check, it is possible that the criminal records supplied belong to another person with the same or essentially similar personal identifiers. If an error on this ABC System report is alleged, the Alabama Law Enforcement Agency (ALEA) will provide the subject of the background check below with the opportunity to refute accuracy or completeness of this information through ALEA's established procedure to challenge the accuracy or completeness of his or her own Alabama criminal history record information. This review may include fingerprint-based criminal history review, as fingerprints care unique to each person. ABC Subscribers should contact ALEA's Criminal Justice Services Division at www.alea.gov or by calling 334-353-4340 to obtain the form and procedure necessary for the subject of this report to file such a challenge.

Subject of Search

First Name: Jessica **Middle Name:** **Last Name:** Long

Date of Birth: **Driver License #:** **Social Security #:**

Match Information

No Matching Alabama Records: No matching Alabama records were found based on the search using the identifying information provided.

FORM A

Name: Feston LLC Account #_____

Business Name: City Life Liquor

Business Location and Tax ID No.: _____

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, Jessica Long ***, (print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.***

Date 10/4/2023 _____

Declarant's Signature

Special Power of Attorney

City Life Liquor

I, Jessica Long hereby appoint Dr. Sharon Ingram HH Business as my attorney in fact to act in my capacity to do the following: Any Services required

To sign and execute forms/documents relating to The City Of Mobile and the local governing body concerning Feston LLC
Sole proprietor/corporation/association/LLC/LLP

The rights, powers, and authority of my attorney in fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect on 8-3-2023 *(Date)*, and shall remain in full force and effect until 8-3-2024 *(Date)* or unless specifically extended or rescinded earlier by either party.

8/4/2023
Date

Jessica M Long
Signature

STATE OF ALABAMA

COUNTY OF MOBILE

BEFORE ME, the undersigned authority, on this 8/4/2023, personally appeared SHARON INGRAM to me well known to be the person described in and who signed the Foregoing, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Natasha Michelle Thomas NOTARY PUBLIC

My Commission Expires: 9-26-24

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:

   Feston 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): HH Business Services Bookkeeping & Accounting LLC

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   851 I 65 Service Road S ste 700 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

001-093-355 DLL

Date	08/08/2023
Time	19:34:00
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 8 / 8 / 2023 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 7 : 34 ○ 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).

8 / 8 / 2023
Date (MM/DD/YYYY)

Jessica Long
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.

Additional Details

Organizers

Organizer	Street Address	Mailing Address
Jessica Long	2709 Springhill Ave. Ste B Mobile, AL 36607	2709 Springhill Ave. Ste B Mobile, AL 36607

August 3rd 2023

Jessica Long, of 1910 Delta Street, Mobile, Al. 36605, is the sole member of Feston LLC, d/b/a City Life Liquor, located at 2709 Springhill Ave. Ste B. Mobile, Al. 36607.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Feston LLC

This name reservation is for the exclusive use of Feston LLC, 2907 Springhill Ave. Ste B, Mobile, AL 36607 for a period of one year beginning August 08, 2023 and expiring August 08, 2024

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

August 08, 2023

Date

Wes Allen

Wes Allen **Secretary of State**

RES107843

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-04-2023

Employer Identification Number:
93-2728609

Form: SS-4

Number of this notice: CP 575 G

FESTON LLC
CITY LIFE LIQUOR
2709 Springhill Ave St B
% JESSICA LONG SOLE MBR
MOBILE, AL 36607

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-2728609. 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.

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.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

(IRS USE ONLY) 575G 08-04-2023 FEST 0 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is FEST. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 08-04-2023
EMPLOYER IDENTIFICATION NUMBER: 93-2728609
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

FESTON LLC
CITY LIFE LIQUOR
% JESSICA LONG SOLE MBR
2709 Springhill Ave St B
MOBILE, AL 36607

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

FESTON LLC
2709 SPRING HILL AVE B
MOBILE, AL 36607-2917

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011873475	08/8/2023	12/31/2023

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

NAICS CODE: 926150

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet R. Heatherlow

Deputy Commissioner

City of Mobile Alcoholic Beverage License Application

Alcohol License Application

PLANNING & ZONING DEPARTMENT APPROVAL

All boxes REQUIRED .. MUST be answered

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Type	License Type
	~~Liquor~~ Package Store

Legal Business Name	Trade Name (DBA)
Feston, LLC	City Life Liquor

Physical Address of Business (Street Name, Suite #)	Building Square Footage	Building Stand alone or attached
2709 Springhill Ave	2500	

City	State	Zip Code	Did you include the REQUIRED drawing with this sheet? (see pg 5)
Mobile	AL	36607	Yes

Business Contact Person

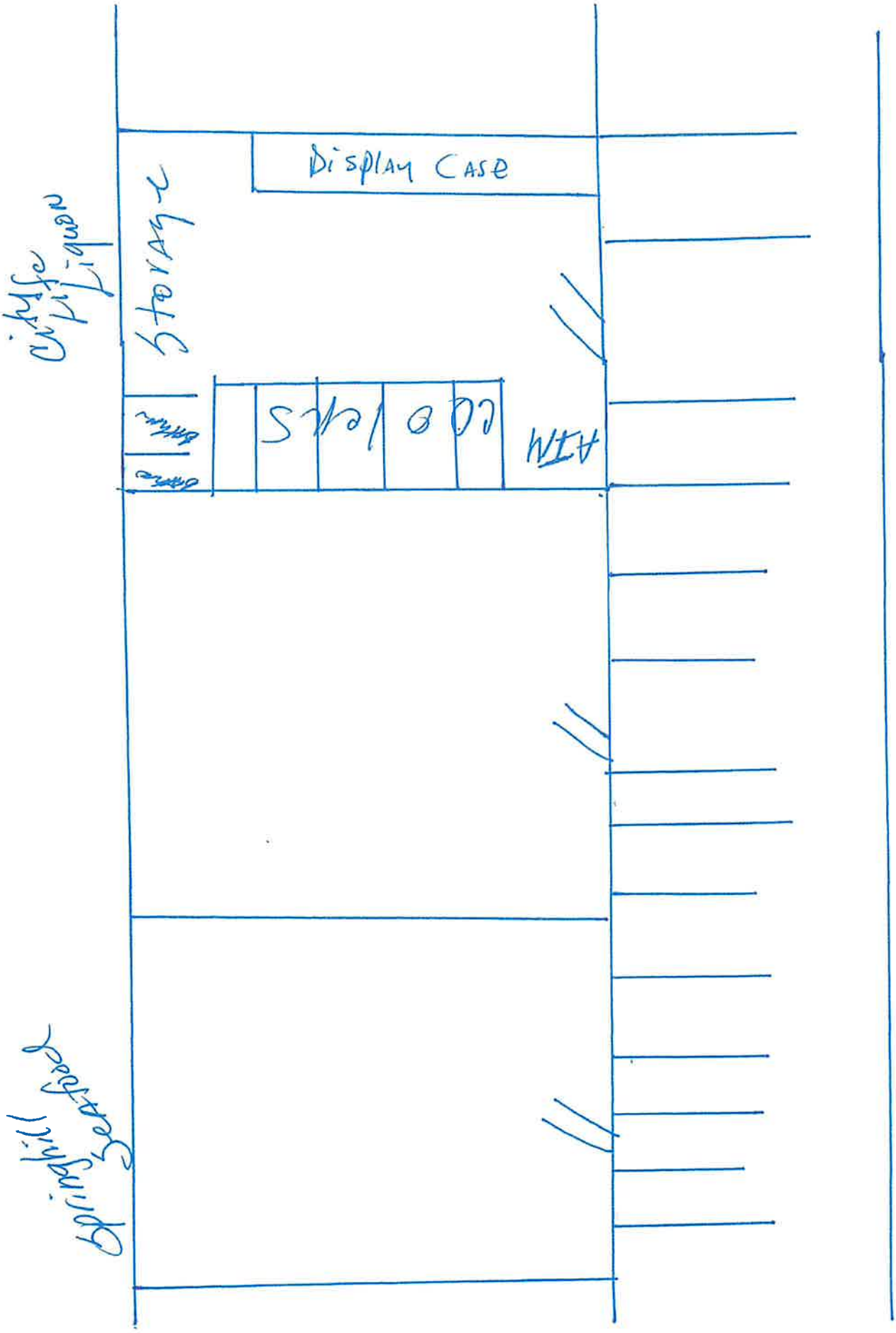
Name	Title	Phone	Email
Sharon Ingram	Acct.	251-508-8518	Accounting@thbusinessservices.net

PLANNING & ZONING DEPARTMENT USE ONLY

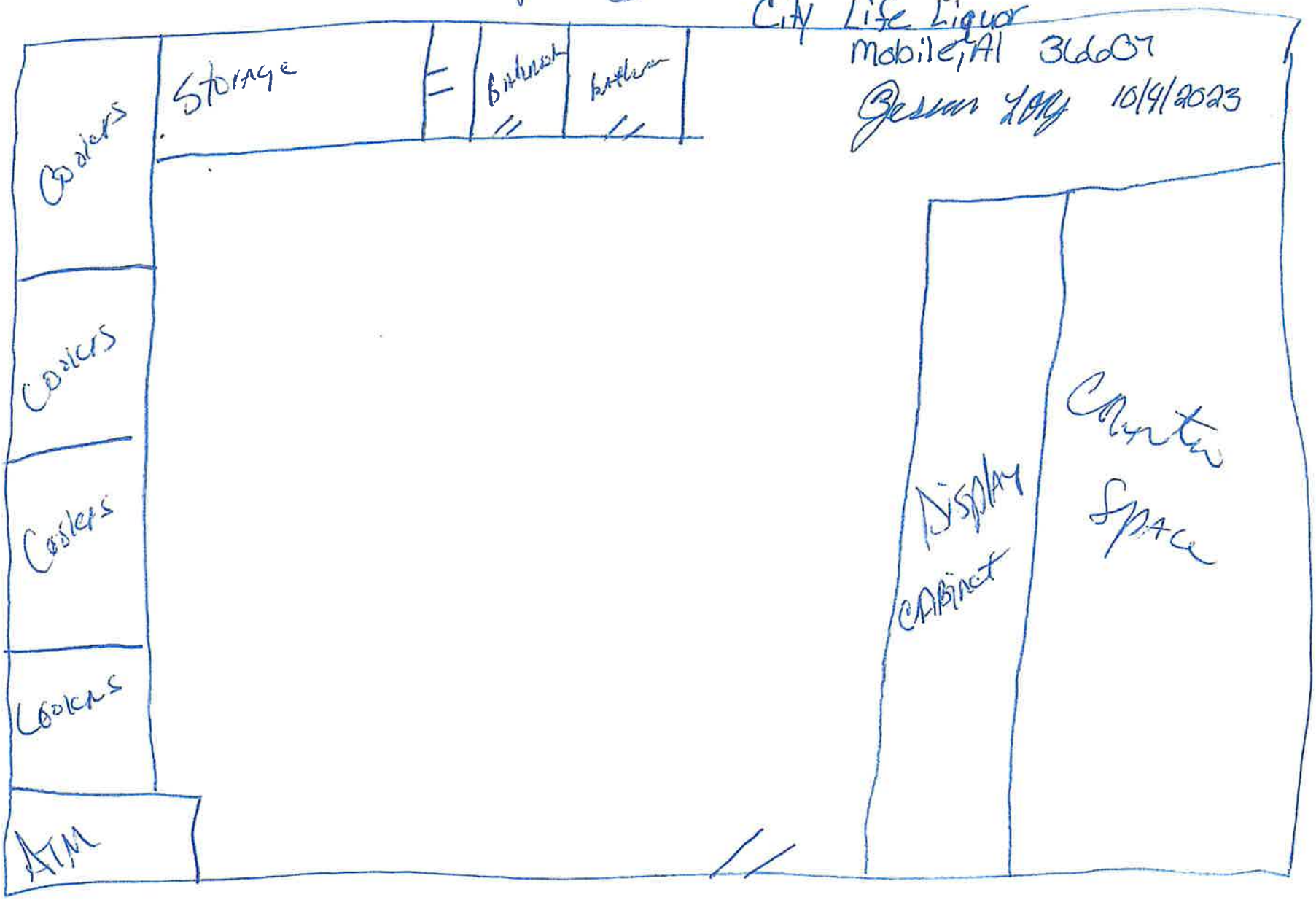
Parking Provided	Parking Required	Compliance	Zoning	Approved
11	7	Yes	B-3	Yes

Comments

Print Name	Signature	Date
Payton Rogers	Digitally signed by Payton W. Rogers Location: Planning & Zoning	10/13/2023


Display Case
Storage
Entrance
Exit
ATM
Springfield Boulevard

2709 Springhill Ave, St. B.



LEASE

This Lease ("Lease") is entered into on this the ___ day of August, 2023 by and between Resolute Investments, LLC, an Alabama limited liability company ("Landlord" or "Lessor") and Feston, LLC ("Tenant" or "Lessee").

1. **Description of Leased Premises.** The premises leased by Landlord to Tenant is 2,500 square feet of commercial property located at 2709 Springhill Avenue, Suite B, Mobile, Alabama 36607 ("Premises"). The building in which the Premises is located is referred to as the "Building".

2. **Term.** The term of this Lease shall begin on August 1, 2023 and shall continue until 5:00 p.m. on July 31, 2028.

3. **Tenant's Business.** Tenant shall use the Premises for licensed liquor sales and for no other purpose.

4. **Condition of Premises.** Tenant accepts the Premises "as-is, where-is." Tenant and Landlord agree that the rent is commiserate with the condition of the Premises and any improvements and repairs required are to be provided by the Tenant, if any. The Tenant is not entitled to any credit for any improvements, and the Tenant agrees that any improvements (except removable trade fixtures) become part of the Premises and are owned by the Landlord. Nothing herein contained shall be construed as a warranty that said Premises are in good condition or are fit or suitable for the use or purpose for which they are let. The Landlord has made no representations or promises with respect to said Building or the Premises unless expressly set forth herein.

5. **Base Rent.** The entire rent for the Premises for the entire term described herein is $147,500. The rent shall be paid, in advance without notice or demand, in six equal monthly installments of $2,000, until February 1, 2024 at which time the rent shall be paid in advance without notice or demand in fifty-four (54) equal monthly installments of $2,500, which shall be due on the first day of each month, beginning on August 1, 2023, except for the first month's rent which shall be due on or before August 7, 2023. **Rent shall be considered late if it is not received by the Landlord on or before the due date.** All rent is payable to the Landlord at 5458 Dawes Lane Extension, Theodore, Alabama 36582, or at any such other address as the Landlord may designate from time to time.

6. **Security Deposit.** Tenant has deposited with Landlord the sum of $2,000 as security for the performance of all of Tenant's obligations under this Lease. The Security Deposit, which is non-interest bearing, is to be held by the Landlord and may be comingled with other funds of other tenants and/or the Landlord. In the event of any violation of the terms of this Lease by Tenant, the Landlord will retain the Security Deposit as damages, and not as payment of any rent remaining due and unpaid. At the expiration of the term of this Lease, the security deposit shall be returned to the Tenant after deducting charges, if any, at the sole discretion of the Landlord, necessary to put the Premises in a suitable condition for a subsequent tenant.

7. **Late Fees.** In addition to all other payments provided for in this Lease, Tenant shall be assessed with and shall pay a late charge of ONE HUNDRED and NO/100 DOLLARS ($100.00) for each and every late rent, CAM charge or insurance charge or real property tax charge that is delinquent by five (5) or more days. Nothing in this paragraph shall be interpreted as extending the time that rent is due and payable. Rent that is not **received** in a timely fashion is late, and a breach of this Lease.

8. **Utility Services.** Tenant shall maintain and be responsible for paying for all utility services, including water, gas, electricity, phone, cable, security systems (if applicable) and garbage collection. For those utility services that are metered to the individual units of the property, the Tenant shall ensure that the service is in Tenant's name and shall pay promptly all charges due on the services during the term. In the event Tenant fails to transfer utilities to Tenant's name or fails to make timely payment for the services, Landlord reserves the right to

(signatures on the following page)

Signed and dated this the 4th day of August, 2023.

TENANT:

Feston, LLC
Alabama

By: Jessica Lantz
Its: Member

LANDLORD:

Resolute Investments, LLC, an limited liability company,

By: DeVinthan
Its: Owner

Information for address:
2709 SPRING HILL AVE

- **Parcel Information:**

Key / ID:
01670551 / R022907230003140.000
Owner:
Resolute Investments Llc
5458 Dawes Lane Ext

Theodore, Al 36582

Subdivision:

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**
Crichton
Community Block Grant Area

- **Revenue District:**
1

- **Township/Range/Section:**
4s1w17

- **Tract Census 2010:**
002700

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1778612.116
Y: 253772.359

- **Zoning:**
Check zoning on Planning & Zoning

Services:

- **Community Action Group:**
Crighton and Midtown

- **Fire District:**
Fire Station 12 Crichton

- **Garbage Pickup Day:**
Wednesday-East - Route A

- **Police Precinct / Beat:**
Precinct - 3 / Beat - 31

- **Trash Pickup Day/ Unit:**
Wednesday North - biweekly / Td-12

Political:

- **City Council District:**
1 - Cory Penn

- **County Commissioner District:** 1

- **State House District:** 99

- **State Senate District:** 33

School:

- **Elementary School District:**
Spencer-westlawn

- **High School District:**
Murphy

- **Middle School District:**
Washington

- **School Board District:** 4

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

- **Hurricane Evacuation Zones :**
Zone 2

- **Flood Zone:**
Check flood zone on City Map

- **Storm Surge Category:** N/A

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name

FESTON LLC

Trade Name (DBA)

CITY LIFE LIQUOR

Location Address

2709 SPRINGHILL AVENUE STE B MOBILE AL 36607

Application Number

2023 - 5606

Post Date

October 16, 2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

October 24, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/18/2023 - 3:47 PM

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

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:	Pentons Bistro, LLC
Location:	Pentons Bistro, LLC 219 Conti Street Mobile, AL 36602

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 13, 2023	NEW APPLICATION	2023 - 5605	127000	October 24, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

PENTONS BISTRO LLC

Trade Name (DBA)

PENTONS BISTRO LLC

Location Address

219 CONTI STREET MOBILE AL 36602

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 13, 2023	NEW APPLICATION	2023 - 5605	127000	October 24, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

PENTONS BISTRO LLC

Trade Name (DBA)

PENTONS BISTRO LLC

Location Address

219 CONTI STREET MOBILE AL 36602

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **October 17, 2023**

Re: **Application # 5605 / 219 Conti St.**

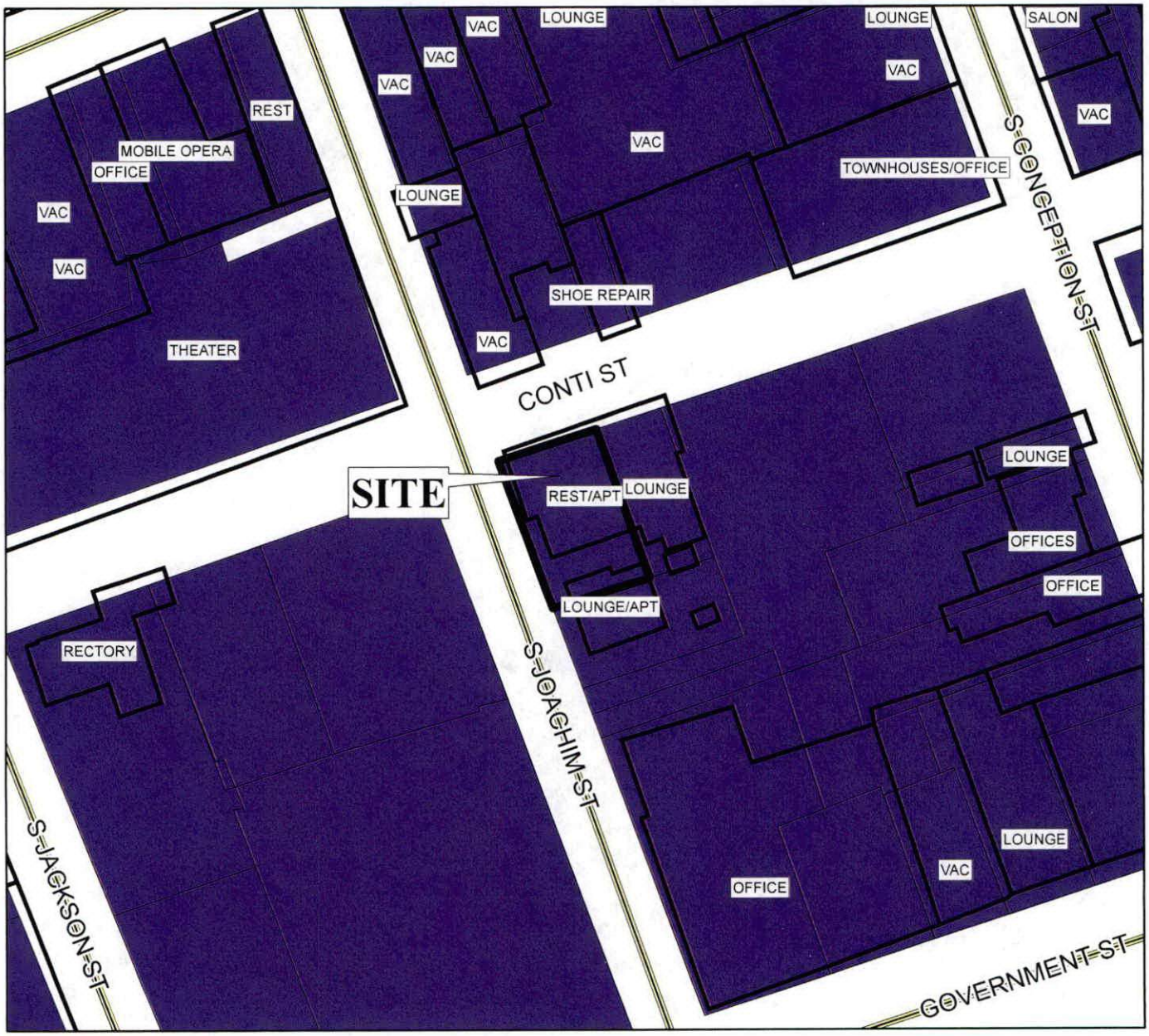
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-5.2. This is to advise that use of the property as a restaurant with retail liquor sales with an occupancy load greater than 100 people is permitted with Special Exception approval from the Board of Zoning Adjustment. The site is nonconforming in that it has an occupancy load greater than 100 people without Special Exception approval.

The site is located within the Downtown Development District, which exempts T-5.2 from parking requirements.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District 2, William Carroll (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5605 DATE 10/24/2023

APPLICANT PENTONS BISTRO LLC

LOCATION 219 CONTI ST

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 13, 2023	NEW APPLICATION	2023 - 5605	127000	October 24, 2023

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

PENTONS BISTRO LLC

Trade Name (DBA)

PENTONS BISTRO LLC

Location Address

219 CONTI STREET MOBILE AL 36602

Business Contact Person Information			
Name	Title	Phone	Email
CRISS P CROWDER	OWNER	(251) 423-7877	CANIETENN@AOL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? **N/A**

What is/was the start date of this business? **11.15.2023**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
October 13, 2023	NEW APPLICATION	2023 - 5605	127000	October 24, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
020 - RESTAURANT RETAIL LIQUOR	

Business Information

Legal Business Name	Trade Name (DBA)
PENTONS BISTRO LLC	PENTONS BISTRO LLC

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	08.23.2023	001-095-826	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
93-3102196	R011935222

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
219 CONTI STREET	MOBILE	AL	36602

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
	MOBILE	AL	36602

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
RESTAURANT	N/A

Business Contact Person Information

Name	Title	Phone	Email
CRISS P CROWDER	OWNER ☐ POA	(251) 423-7877	CANIETENN@AOL.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you own or rent/lease the property? **RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
TODD HENSON	(251) 209-3552	TODD219CONTI@GMAIL.COM

Property Owner Address	City	State	Zip Code
219 CONTI STREET	MOBILE	AL	36602

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
3,550	140	YES	YES	TWO STORY	BOTTOM FLOOR

Do the premises have a fully equipped and operational kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **YES**

Is the business equipped with services and facilities for on premises consumption? **YES**

Will the business be operated primarily as a package store? **NO**

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
CROWDER, CRISS PERRY	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
	MOBILE	AL	36602
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
			(251) 423-7877

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
CROWDER, DAVID HART	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
	MOBILE	AL	36602
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
			(251) 423-0271

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
PENTON, JEREMY SCOTT	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
	MOBILE	AL	36604
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
			(251) 599-6416

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
N/A			
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

CPC The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

CPC The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

CPC The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

CPC The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

CPC Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

CPC In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant Printed Name	Date
Criss Perry Crowder	10/13/2023
Owner/Applicant Signature	**Title**
[signature]	10/13/2023

Sworn to and subscribed before me this 13th day of OCTOBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp: R SHAWN SKINNER NOTARY PUBLIC State of Alabama - State at Large My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

October 13, 2023

PENTONS BISTRO LLC

219 CONTI STREET

MOBILE, AL 36602 USA

ACCOUNT NUMBER: 127000

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1656921	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

10/13/2023 09:22AM NICKOL H.
036533-0003

BUSINESS LICENSE
PENTONS BISTRO LLC
127000
2023 Item: 1656921
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal **$50.00**
TP CC FEE $2.50
Total **$52.50**

REVENUE CC $52.50
MasterCard **********4682
Ref=594e31b0-d0ce-46a0-8cd8-0054e1b2c6b3
Auth=219782

Change due **$0.00**

Paid by: CROWDER/CRISS PERRY

Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

City of Mobile Alcoholic Beverage License Application

ALL boxes are *REQUIRED.* Form is fillable and have dropdown boxes

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
9/25/23	NO		

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
NEW	———	———

License Type applied for with Alabama ABC Board	

Business Information

Business Description/Activity	Other Explain
RESTARANT	

Legal Business Name	Trade Name (DBA)
PENTON'S BISTRO LLC	SAME

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
LLC	8/23/23	219 CONTI ST,

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
	MOBILE	AL	36602

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
MOBILE	AL	36602	SAME

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
SAME			

City	State	Zip Code	Business Phone Number	Building Type

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
251-423-7877	93-3102196		HOME

Business Contact Person Information

Name	Title	Phone	Email
CRISS CROWDER	OWNER	251-423-7877	CANIETENN@AOL.COM

Land/Building Information

Do you own or rent/lease the property? LEASE

Property Owner Name	Do you have a legal description of property?
TODD HENSON	YES Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
219 CONTI ST	251-209-3552	TODD219CONTI@GMAIL.COM

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
MOBILE	AL	36602		3550

Fully equipped & operational kitchen YES	Equipped with table and chairs YES
If NO, any food served (if YES explain below)	Equipped for on premise consumption
Habitually used for providing food to public	Restroom Facilities Patio Area

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
CROWDER, CRISS PERRY	OWNER	

Race	Sex	Date of Birth	Home Address
WHITE	MALE		

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		MOBILE	AL	36607

Place of Birth (City, State, Nation)	Mobile Number	Email
DAYTON, OH USA	251-423-7877	CANIETENN@AOL.COM

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

No	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
No	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
Yes	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

HAL TAYLOR
SECRETARY

September 27, 2023

Dear Mr. Crowder,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:
NAME:CROWDER,CRISS PERRY
SOC
ABI RESULT:NON-IDENT
SID:

CERTIFIED COPY
OF
ALEA DOCUMENT

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
CROWDER, DAVID HART	OWNER	

Race	Sex	Date of Birth	Home Address
WHITE	MALE		

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		MOBILE	AL	36602

Place of Birth (City, State, Nation)	Mobile Number	Email
MOBILE, AL USA	251-423-0271	DZINING255@AOL.COM

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

NO	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
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KAY IVEY
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Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:
NAME:CROWDER.DAVID H
SOC:
ABI RESULT:NON-IDENT
SID:

CERTIFIED COPY OF ALEA DOCUMENT

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
PENTON, JEREMY SCOTT	OWNER	

Race	Sex	Date of Birth	Home Address
WHITE	MALE		

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		MOBILE	AL	36604

Place of Birth (City, State, Nation)	Mobile Number	Email
JEFFERSON PARRISH, LA USA	251-599-6416	JPENTON78@YAHOO.COM

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
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No	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
YES	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

Crowder, David H - Mobile, Al

From: dzining255@aol.com
Sent: Tuesday, October 10, 2023 12:19 PM
To: Crowder, David H - Mobile, Al
Subject: [EXTERNAL] Fw: Class DV Renewal Completed

CAUTION: This email originated from outside USPS. **STOP and CONSIDER** before responding, clicking on links, or opening attachments.

Sent from the all new AOL app for iOS

Begin forwarded message:

On Tuesday, October 10, 2023, 12:18 PM, Jeremy Penton <jpenton78@yahoo.com> wrote:

Sent from Yahoo Mail on Android

---- Forwarded Message ----
From: "ALEA Driver License Division - No Reply" <DoNotReply@alea.gov>
To: "jpenton78@yahoo.com" <jpenton78@yahoo.com>
Sent: Tue, Oct 10, 2023 at 12:16 PM
Subject: Class DV Renewal Completed

ALABAMA LAW ENFORCEMENT AGENCY
DRIVER LICENSE DIVISION
301 SOUTH RIPLEY STREET | P.O. BOX 1471 | MONTGOMERY, AL 36102-1471
PHONE 334.676.6002 | WWW.ALEA.GOV

Confirmation Number: **0-000-775-609**

Total Fees Paid: **$43.75**

Your Class DV Renewal has been completed.

- Your new card will be mailed to you within 30 days.

Print your temporary credential here. It will be available online for 30 days.

Please do not respond to this email directly, as any response to this email will not be received.

To ensure delivery of future emails, please add DoNotReply@alea.gov to your address book or approved senders list.

1

KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

HAL TAYLOR
SECRETARY

September 27th, 2023

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Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:
NAME:PENTON,JEREMY S
SOC:
ABI RESULT:NON-IDENT
SID:

CERTIFIED COPY
OF ALEA DOCUMENT

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.**

INSTRUCTIONS: **Mail 2 copies of this completed form along with a self-addressed, stamped envelope to:**
***Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103.**
*Include a check, money order, or credit card payment for the **$200.00** processing fee.
*The Secretary of State shall pay the sum of $100.00 to the county treasurer for the county in which the office of the initial registered agent for that entity is located.
*You may file the Certificate of Formation online in the time it takes to type this request.
*The Certificate will not be registered if the credit/debit card does not authorize and will be removed from the index if the check is dishonored ($30 fee).

This form must be typed and will not be accepted via email.

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:

   Penton's Bistro, 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): Criss Crowder

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   Mobile, Alabama 36602

   *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.

This form was prepared by: (type name and full address)

Jennifer S. Holifield, Esq.
Speegle, Hoffman, Holman & Holifield, LLC
P.O. Box 11
Mobile, Alabama 36601

(For SOS Office Use Only)

Alabama
Sec. Of State

New Entity
001-095-826 DLL
Date 8/23/2023
Time 10:48
230823 3 Pg
Mobile County

File	$100.00
County	$100.00
Total	$200.00

01/005

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 _____ / ____ / _____ 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 _____ : ____ ☐ 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).

08 / 16 / 2023
Date (MM/DD/YYYY)

Signature as required by 10A-5A-2.04

Criss Crowder
Typed name of above signature

Organizer
Typed title (organizer or attorney-in-fact)

Additional organizers/attorney-in-facts may sign (add additional sheets if necessary).

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Penton's Bistro, LLC

This name reservation is for the exclusive use of Criss Crowder, 753 St. Francis St., #4001A, Mobile, AL 36602 for a period of one year beginning August 18, 2023 and expiring August 18, 2024

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

August 18, 2023

Date

RES109719

Wes Allen **Secretary of State**

IRS.gov

EIN Assistant

Your Progress: 1. Identity 2. Authentication 3. Address 4. Details **5. EIN Confirmation**

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **93-3102196**

Legal Name: **PENTONS BISTRO LLC**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN. Continue >>

Help Topics

- Can the EIN be used before the confirmation letter is received?

City of Mobile Alcoholic Beverage License Application
Alcohol License Application
PLANNING & ZONING DEPARTMENT APPROVAL

All boxes REQUIRED .. MUST be answered

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Type	License Type
RESTAURANT	020 - Restaurant Retail (liquor/beer/wine)

Legal Business Name	Trade Name (DBA)
PENTON'S BISTRO LLC	PENTON'S BISTRO LLC

Physical Address of Business (Street Name, Suite #)	Building Square Footage	Building Stand alone or attached
219 CONTI STREET	3,550	DOWNTOWN LOCATION

City	State	Zip Code	Did you include the REQUIRED drawing with this sheet? (see pg 5)
MOBILE	AL	36602	NO ... LOCATED DOWNTOWN WITH NO DESIGNATED PARKING

Business Contact Person

Name	Title	Phone	Email
CRISS P CROWDER	OWNER	(251) 423-7877	CANIETENN@AOL.COM

PLANNING & ZONING DEPARTMENT USE ONLY

Parking Provided	Parking Required	Compliance	Zoning	Approved
N/A	N/A	✓	T5.2	✓

Comments: NO PARKING REQUIRED WITHIN THE DDD.

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	10-12-2023

PENTON'S BISTRO
219 CONTI STREET

City of Mobile Alcoholic Beverage License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY (*REQUIRED* - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Begin @ the corner of Conti & Joachim. St S TH Run ELY ALG The SLS of Conti St 24 Ft to PT Th SWY & Par W/ Joachim St 82 Ft 6in to N Wall of What was formerly OR Now the Residence of Mrs. Jane A Billups TH WLY & Par W/ Conti St 25 Ft to Joachim St. thN ALG ELs of Joachim St. 82 Ft 6in to POB # SEC 40 T4S R1W # MP2906400011

The above described property is _____ to/by Company Name _____

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 25th day of September 2023

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Stacey B. Driskell	Stacey B. Driskell	6/2/2024

Notary Stamp

Owner of Property (Print Name)	Applicant Name (Print Name)
James T Henson	Cross Perry Crowell
Owner of Property (Signature)	Applicant Name (Signature)
James T Henson	
Address	Address
Ownership Type	Mobile AL 36602
City, State, Zip	City, State, Zip
Mobile Al 36602	
Date Agreement Signed	Date Agreement Signed

COMMERCIAL LEASE

THIS LEASE is made between Conti 219 LLC , hereafter called "Lessor," whose address for purposes of notice under this lease is 219 Conti st Mobile Alabama 36602 , and Penton Bistro, LLC, hereafter called "Lessee," whose address for purposes of notice under this lease is 219 Conti Street, Mobile, AL 36602.

The parties agree as follows:

1. **AGREEMENT TO LEASE: DESCRIPTION OF THE PROPERTY.** The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the following described commercial space: 219 Conti St. Mobile AL 36602. Being 3550 SQ FT more or Less and which shall include the courtyard and alley of the Premises.

2. **TERMS OF LEASE.** The term of the lease is as follows:

The term of this lease shall be a period of five (5), commencing on September 1, 2023, and ending at midnight on September 1, 2028.

3. **RENTAL.**

a) Lessee shall pay to Lessor as rent at the address set forth above, or at any other address that Lessor may designate, the minimum monthly rent in lawful money of the United States of America. Said rent shall be paid in advance on the first day of each calendar month during the term of this lease and any renewal of it. The rent shall be $4000 monthly for 60 months.

b) All payments due from Lessee to Lessor under the terms of this lease, including but not limited to monthly rental payments, shall be paid promptly when due to Lessor at 219 A Conti Street, Mobile Alabama 36602. If any payment is not received by Lessor by midnight on the 10th day following the day on which the payment is due, a late fee equal to 10%

22. **REPRESENTATIVES BOUND HEREBY.** The terms of this lease will be binding on the respective successors, representatives, and assigns of the parties.

23. **JURY WAIVER**, the parties agree to irrevocably waive their right to a trial by jury for any and all claims that (a) arise out of this agreement, (b) relate to the premises, or (c) are filed by either party against the other.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease Agreement on this 14th day of September, 2023.

Signed, sealed, and delivered in our presence as

WITNESSES:

LESSOR: Conti 219, LLC (Todd Henson, owner)

LESSEE: Penton's Bistro, LLC
An Alabama Limited Liability Company

BY: Criss Perry Crowder
ITS: Member

BY: David Crowder
ITS: Member

BY: Jeremy Penton
ITS: MEMBER

STATE OF ALABAMA }

MOBILE COUNTY }

Suscribed, sworn and acknowledged before me Jeremy Penton, Criss Perry and David Crowder on behalf of Penton's Bistro, LLC and Lessor Conti 219 LLC (Todd Henson, Owner) and subscribed and sworn before me by MATT GOLEEN and Jennifer V. Ellis witnesses, this 14th day of September, 2023.

Tammy Anderson
Notary Public

[S E A L} My Commission Expires:

TAMMY ANDERSON
My Commission Expires
September 17, 2023

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

PENTONS BISTRO LLC

Trade Name (DBA)

PENTONS BISTRO LLC

Location Address

219 CONTI STREET MOBILE AL 36602

Application Number

2023 - 5605

Post Date

October 13, 2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

October 24, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time. The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation. The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

Owner/Applicant Printed Name

Date

Owner/Applicant Signature

Title

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231010144713603

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: PENTONS BISTRO **Filing Fee:** $50.00

Applicant: PENTONS BISTRO LLC **Transfer Fee:**

Location Address: 219 CONTI ST MOBILE, AL 36602

Mailing Address: 219 CONTI ST MOBILE, AL 36602

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-095-826

Do you sell Draft Beer?:

Date Incorporated: 08/23/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 08/23/2023

Federal Tax ID: 93-3102196 **Alabama State Sales Tax ID:** R011935222

Name:	Title:	Date and Place of Birth:	Residence Address:
CRISS PERRY CROWDER	MEMBER	DAYTON OHIO	753 ST FRANCIS ST MOBILE, AL 36602
JEREMY SCOTT PENTON	MEMBER	JEFFERSON PARRISH LA	360 S ANN ST MOBILE, AL 36604
DAVID HART CROWDER	MEMBER	MOBILE AL	753 ST FRANCIS ST MOBILE, AL 36602

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: CRISS CROWDER **Home Phone:** 251-423-7877
Business Phone: 251-438-5234 **Cell Phone:**
Fax: **E-mail:** CANIETENN@AOL.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
Trade Name: License 1:
Applicant: License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231010144713603

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CONTI 219 LLC 251-209-3552
What is lessors primary business? RETIRED
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: 3550 Display Square Footage:
Building seating capacity: 140 Does Licensed premises include a patio area? YES
License Structure: TWO STORY License covers: BOTTOM FLOOR
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: 20231010144713603

Initial each — **Signature page**

CPC In reference to law violations, I attest to the truthfulness of the responses given within the application.

CPC In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

CPC 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.

X 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.

X In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

X In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

CPC 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.

CPC 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.

CPC 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): Criss Perry Crowder

Signature of Applicant: Criss Perry Crowder

Notary Name (print): Sandy Durham

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

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:**

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/19/2023 - 2:38 PM

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

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:	Manufacturer License
Submitted by:	The Fair Hope Brewing Company, LLC
Location:	Wingman Brewing Company 656 St. Louis Street Mobile, AL 36602

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 18, 2023	NEW APPLICATION	2023 - 5608	127001	October 24, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

200 - MANUFACTURER

Legal Business Name

THE FAIR HOPE BREWING COMPANY LLC

Trade Name (DBA)

WINGMAN BREWING COMPANY

Location Address

656 ST LOUIS STREET MOBILE AL 36602

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

200 - MANUFACTURER

Legal Business Name

THE FAIR HOPE BREWING COMPANY LLC

Trade Name (DBA)

WINGMAN BREWING COMPANY

Location Address

656 ST LOUIS STREET MOBILE AL 36602

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 18, 2023	NEW APPLICATION	2023 - 5608	127001	October 24, 2023

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

200 - MANUFACTURER

Legal Business Name

THE FAIR HOPE BREWING COMPANY LLC

Trade Name (DBA)

WINGMAN BREWING COMPANY

Location Address

656 ST LOUIS STREET MOBILE AL 36602

Business Contact Person Information			
Name	Title	Phone	Email
JAMES A FOLEY	MEMBER	(205) 394-1473	JIM@FAIRHOPEBREWING.COM

Has any outstanding license and tax issues been addressed and corrected with this business? **YES**

What is/was the start date of this business? **11.01.2023**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
October 18, 2023	NEW APPLICATION	2023 - 5608	127001	October 24, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
200 - MANUFACTURER	

Business Information

Legal Business Name	Trade Name (DBA)
THE FAIR HOPE BREWING COMPANY LLC	WINGMAN BREWING COMPANY

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	04.13.2023	050-287	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
45-5017068	R008148865

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
656 ST LOUIS STREET	MOBILE	AL	36602

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
	FAIRHOPE	AL	

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
BEER MANUFACTURER	N/A

Business Contact Person Information

Name	Title	Phone	Email
JAMES A FOLEY	MEMBER ☐ POA	(205) 394-1473	JIM@FAIRHOPEBREWING.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you own or rent/lease the property? **RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
THE SHOPPES AT ST LOUIS STREET LAND LLC	(251) 423-1160	RISAKSONSR@LAFAYETTELAND.COM

Property Owner Address	City	State	Zip Code
	MOBILE	AL	36603

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
8,160	117	YES	YES	SINGLE	ENTIRE STRUCTURE

Do the premises have a fully equipped and operational kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Is the business equipped with services and facilities for on premises consumption? **YES**

Will the business be operated primarily as a package store? **NO**

F

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
FOLEY, JAMES ALEXANDER	MEMBER		
Home Street Address	**City**	**State**	**Zip Code**
12843 COUNTY ROAD 32	FAIRHOPE	AL	36532
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
	ENGLEWOOD CLIFFS NJ USA		(205) 394-1473

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	THE FAIR HOPE BREWING COMPANY LLC	FAIRHOPE BREWING	914 NICHOLS AVENUE FAIRHOPE 36532

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
KANE, BRIAN JOSEPH	MEMBER		
Home Street Address	**City**	**State**	**Zip Code**
	FAIRHOPE	AL	36532
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
	DURHAM NC USA		(251) 610-8663

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	THE FAIR HOPE BREWING COMPANY LLC	FAIRHOPE BREWING	914 NICHOLS AVENUE FAIRHOPE 36532

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

F

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

JF The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

JF The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

JF The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

JF The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

JF Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

JF In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant Printed Name	Date
JAMES FOLEY	10/18/2023
Owner/Applicant Signature	**Title**
[signature]	OWNER

Sworn to and subscribed before me this 18th day of OCTOBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	[signature]	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

October 18, 2023

WINGMAN BREWING COMPANY

656 ST LOUIS STREET

MOBILE, AL 36602 USA

ACCOUNT NUMBER: 127001 TERRITORY 2

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1657347	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

10/18/2023 02:03PM NICKOL H.
036618-0001

BUSINESS LICENSE
THE FAIR HOPE BREWING COMPANY LLC
127001
2023 Item: 1657347
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal **$50.00**
TP CC FEE $2.50
Total **$52.50**

REVENUE CC $52.50
MasterCard **********8828
Ref=d56ac9aa-a12c-4658-b799-6cab41709a34
Auth=04422Q

Change due **$0.00**

Paid by: FOLEY/JAMES

Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

City of Mobile Alcoholic Beverage License Application

ALL boxes are *REQUIRED.* Form is fillable and have dropdown boxes

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
10/06/2023	NO		11/01/2023

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
New Owner at this Location	OLD MAJESTIC BREWING CO.	NO

License Type applied for with Alabama ABC Board	
200 - Manufacturer	

Business Information

Business Description/Activity	Other Explain
OTHER (explain)	MANUFACTURING BREWERY AND TASTING ROOM

Legal Business Name	Trade Name (DBA)
THE FAIR HOPE BREWING COMPANY, LLC	WINGMAN

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
LIMITED LIABILITY COMPANY (LLC)	04/12/2012	656 ST. LOUIS STREET

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
914 NICHOLS AVENUE	MOBILE	AL	36602

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
FAIRHOPE	AL	36532	656 ST. LOUIS STREET

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
914 NICHOLS AVE	MOBILE	AL	36602

City	State	Zip Code	Business Phone Number	Building Type
FAIRHOPE	AL	36532	(205) 394-1473	STAND ALONE

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
(205) 394-1473	45-5017068	SLS-R008148865	COMPANY MAIL ADDRESS

Business Contact Person Information

Name	Title	Phone	Email
JAMES FOLEY	MANAGING MEMBER	(205) 394-1473	jim@fairhopebrewing.com

Land/Building Information

Do you own or rent/lease the property? Rent/Lease (signed/notarized lease agreement required)

Property Owner Name	Do you have a legal description of property?
THE SHOPPES AT ST. LOUIS STREET LAND, LLC	YES Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
	(251) 423-1160	risaksonsr@lafayetteland.com

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
MOBILE	AL	36603	100	8,160

Fully equipped & operational kitchen	NO	Equipped with table and chairs	YES
If NO, any food served (if YES explain below)	YES	Equipped for on premise consumption	YES
Habitually used for providing food to public	NO	Restroom Facilities YES	Patio Area YES

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
FOLEY, JAMES ALEXANDER	MEMBER	MANAGING MEMBER

Race	Sex	Date of Birth	Home Address
W	MALE		12843 COUNTY ROAD 32

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		FAIRHOPE	AL	36532

Place of Birth (City, State, Nation)	Mobile Number	Email
ENGLEWOOD CLIFFS, NEW JERSEY, USA	(205) 394-1473	JIM@FAIRHOPEBREWING.COM

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	THE FAIR HOPE BREWING	FAIRHOPE BREWING	914 NICHOLS AVE. | FAIRHOPE AL 36532

NO	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
NO	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
YES	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

HAL TAYLOR
SECRETARY

September 27th, 2023

Dear Mr. Foley,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation
Thirteen

```
xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:
NAME:FOLEY,JAMES ALEXANDER
SOC:
ABI RESULT:IDENT
SID:

09-27-2023 13:19  ALLEA0049                                          *
*ATN/TCN:                                                          *
*OPR/AFIS                                                          *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL                   *
*-CIVIL APPLICANT RESPONSE-           REPORT DATE: 09-27-2023      *
*NAME                          STATE ID NO.    FBI ID NO.          *
*FOLEY,JAMES A                                                     *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE   HAIR   POB               *
*M   W              ? 600    220    BLU   BRO    NJ               *
*SOCIAL SECURITY    SCARS-MARKS-TATTOOS                            *
*                                                                  *
*ALIAS NAMES                                                       *
*  FOLEY,JAMES ALEXANDER                                           *
*FILE NUMBER BIRTH DATE  SOCIAL SECURITY   OCCUPATION              *
*                                          *                       *
********************************************************************
*LAST PAGE ON SID                                                  *

SEQ #  664 MRI #
```

CERTIFIED COPY
OF ALEA DOCUMENT

City of Mobile Alcoholic Beverage License Application

Owner(s); Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
KANE, BRIAN JOSEPH	MEMBER	MANAGING MEMBER

Race	Sex	Date of Birth	Home Address
W	MALE		310 CREEK DRIVE

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		FAIRHOPE	AL	36532

Place of Birth (City, State, Nation)	Mobile Number	Email
DURHAM NC USA	(251) 610-8663	BRIAN@FAIRHOPEBREWING.COM

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	THE FAIR HOPE BREWING	FAIR HOPE BREWING	914 NICHOLS AVENUE FAIRHOPE 36532

NO	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
NO	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
YES	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

ALABAMA LAW ENFORCEMENT AGENCY
201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

September 27th, 2023

Dear Mr. Kane,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:
NAME:KANE,BRIAN JOSEPH
SOC:
ABI RESULT:IDENT
SID:

CERTIFIED COPY
OF
ALEA DOCUMENT

09-27-2023 13:19 ALLEA0049 *
*ATN/TCN *
*OPR/AFIS *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL *
*-CIVIL APPLICANT RESPONSE- REPORT DATE: 09-27-2023 *
*NAME STATE ID NO. FBI ID NO. *
*KANE,BRIAN J AL *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB *
*M W 509 175 GRN GRY NC *
*SOCIAL SECURITY SCARS-MARKS-TATTOOS *
* *
*ALIAS NAMES *
* KANE,BRIAN JOSEPH *
*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION *
* * *
****
*LAST PAGE ON SID AL *

SEQ # 666 MRI #

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

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of THE FAIR HOPE BREWING COMPANY LLC, as received and filed in the Office of the Secretary of State on 04/13/2012.

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.

07/16/2020

Date

J. H. Merrill

John H. Merrill Secretary of State

20200716000031176

2012021118 Book-6880 Page-1165
Total Number of Pages: 5

CERTIFICATE OF FORMATION

OF

THE FAIR HOPE BREWING COMPANY LLC

Alabama
Sec. Of State
New Entity DLL
050-287 4/13/2012
Date 17:00
Time 6 Pg
121105
File $100.00
Ackn $.00
Exp $.00
Total $100.00
07/039

ARTICLE I

NAME

1.1 The name of the filing entity being formed shall be **THE FAIR HOPE BREWING COMPANY LLC.**

ARTICLE II

TYPE

2.2 The type of entity being formed shall be a limited liability company.

ARTICLE III

PURPOSES, OBJECTS AND POWERS

3.1 The purposes, objects and powers of the Filing Entity are:

(a) To engage in any lawful business, act or activity for which a limited liability company may be organized under the laws of the State of Alabama.

(b) Without limiting the scope and generality of the foregoing, to engage in the business of providing services in the beverage industry.

(c) To have and to exercise any and all the powers specifically granted in the Alabama Entities Code, none of which shall be deemed to be inconsistent with the nature, character or the object of the Filing Entity and none of which are denied to it by this Certificate of Formation.

ARTICLE IV

REGISTERED OFFICE AND REGISTERED AGENT

4.1 The location and mailing address of the initial registered office of the Filing Entity shall be 1839 Clearmont Street, Mobile, Alabama, 36606. The name of the initial registered agent of the Filing Entity at such address shall be Brian J. Kane.

ARTICLE V

INITIAL MEMBERSHIP OF THE FILING ENTITY

5.1 The names and addresses of the initial members of the Filing Entity are as follows:

MEMBER	ADDRESS
Brian J. Kane	
Michele P. Kane	
James A. Foley	
Gabriel P. Harris	

ARTICLE VI

ADMISSION OF ADDITIONAL MEMBERS

6.1 The member or members of the Filing Entity shall have the right to admit additional members to the Filing Entity upon the written consent of all of the members of the Filing Entity.

ARTICLE VII

ELECTION TO CONTINUE IN BUSINESS WHEN THERE IS NO REMAINING MEMBER

7.1 The Filing Entity shall be dissolved and its affairs shall be wound up when there is no remaining member unless either:

(a) The holders of all the financial rights in the Filing Entity agree in writing, within ninety (90) days after the cessation of membership of the last member, to continue the legal existence and business of the Filing Entity and to appoint one or more new members; or

(b) The legal existence and business of the Filing Entity is continued and one or more new members are appointed in the manner stated in the Operating Agreement.

ARTICLE VIII

MANAGEMENT OF THE COMPANY

8.1 The Filing Entity shall be managed by its member or members.

ARTICLE IX

AMENDMENT OF THE CERTIFICATE OF FORMATION

9.1 Any amendment to the Certificate of Formation shall be approved by a vote of two-thirds (2/3) of the members of the Filing Entity entitled to vote thereon.

ARTICLE X

ORGANIZATION OF THE FILING ENTITY

10.1 The name and address of the organizer of the Filing Entity is as follows:

ORGANIZER	ADDRESS
Brian J. Kane	[illegible]

Alabama
Sec. Of State
New Entity
050-287
Date 4/13/2012 DLL
Time 12:10:05 17:00
6 Pg
File $100.00
Ackn $.00
Exp $.00
Total $100.00
07/039

IN TESTIMONY WHEREOF, the undersigned has affixed his hand and seal as the organizer of the Filing Entity on this the 4th day of **April 2012.**

B. J. Kane

BRIAN J. KANE
ORGANIZER

This instrument prepared by:

David L. Kane, Esquire
CABANISS, JOHNSTON, GARDNER,
DUMAS & O'NEAL LLP
Post Office Box 2906
Mobile, Alabama 36652
251/ Direct
251/ 0 Facsimile

CERTIFIED TRUE COPY
Probate Court of Mobile County, AL
Don Davis, Judge

Signature _____
Joe McEachern, Jr. Chief Clerk

Date 4-10-12

State of Alabama-Mobile County
I certify this instrument was filed on:
April 10, 2012 @ 2:34:04 PM

RECORDING FEE	$50.00
S.R. FEE	$2.00
RECORDING FEES	$1.00
TOTAL AMOUNT	$53.00

2012021118
Don Davis, Judge of Probate

Alabama
Sec. Of State
New Entity
050-287 4/13/2012 DLL
Date
Time 17:00
121105 6 Pg

File	$100.00
Ackn	$.00
Exp	$.00
Total	$100.00

07/039

Beth Chapman
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Beth Chapman, 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:

The Fair Hope Brewing Company LLC

This domestic limited liability company is proposed to be formed in Alabama and is for the exclusive use of Brian Kane, 1839 Clearmont St, Mobile, AL 36606 for a period of one hundred twenty days beginning April 2, 2012 and expiring July 31, 2012.

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.

April 2, 2012

Date

Beth Chapman

Beth Chapman **Secretary of State**

600-445

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 04-11-2012

Employer Identification Number:
45-5017068

Form: SS-4

Number of this notice: CP 575 B

FAIR HOPE BREWING COMPANY LLC
BRIAN KANE MBR

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 45-5017068. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065 04/15/2013

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

THE FAIR HOPE BREWING COMPANY LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R008148865	01/1/2023	12/31/2023

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 311211

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

656 SAINT LOUIS ST MOBILE AL 36602-1823
914 NICHOLS AVE FAIRHOPE AL 36532-3684

City of Mobile Alcoholic Beverage License Application
Alcohol License Application
PLANNING & ZONING DEPARTMENT APPROVAL

All boxes REQUIRED .. MUST be answered

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Type	License Type
OTHER (explain)	200 - Manufacturer

Legal Business Name	Trade Name (DBA)
The Fair Hope Brewing Company LLC ~~THE FAIR HOPE BREWING COMPANY~~	WINGMAN

Physical Address of Business (Street Name, Suite #)	Building Square Footage	Building Stand alone or attached
656 ST. LOUIS STREET	8,160	STAND ALONE

City	State	Zip Code	Did you include the *REQUIRED* drawing with this sheet? (see pg 5)
MOBILE	AL	36602	NO ... LOCATED DOWNTOWN WITH NO DESIGNATED PAR

Business Contact Person			
Name	Title	Phone	Email
JAMES FOLEY	MANAGING MEM	(205) 394-1473	jim@fairhopebrewing.com

PLANNING & ZONING DEPARTMENT USE ONLY				
Parking Provided	Parking Required	Compliance	Zoning	Approved
N/A	N/A	✓	SD-WH	✓

Comments		

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	12.17.2023

City of Mobile Alcoholic Beverage License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY (*REQUIRED* - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

METES AND BOUNDS: LOT 1 ST. LOUIS STREET - DEARBORN SUBDIVISION MBK 138 PG 31

The above described property is RENT/LEASED to/by THE FAIR HOPE BREWING COMPANY, LLC

Company Name

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 10th day of October 2023

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Zahra Hamade Urbanek	Zahra Hamade Urbanek	May 23, 2026

Notary Stamp

ZAHRA HAMADE URBANEK
Notary Public
Alabama State at Large
My Commission Exp. May 23, 2026

	Owner of Property (Print Name)	Applicant Name (Print Name)
	shops@stlouisLAND LLC	JAMES FOLEY
Signature	Owner of Property (Signature)	Applicant Name (Signature)
	MANAGING MEMBER	
Address	Mobile, AL. 36602	Address
Ownership Type	157 N. CONCEPTION STREET	914 NICHOLS AVE
City, State, Zip	MOBILE AL 36603	FAIRHOPE, AL, 36532
Date Agreement Signed	10-10-2023	10-10-2023

Information for address:
656 ST LOUIS ST

- **Parcel Information:**

Key / ID:
02281569 / R022906400003261.001
Owner:
Shoppes at St Louis St Land Llc
157 N Conception St

Mobile, Al 36603

Subdivision:
St. Louis Street - Dearborn Subdivision

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**
Nbrhd Revital Strat Area

- **Revenue District:**
2

- **Township/Range/Section:**
4s1w14

- **Tract Census 2010:**
000200

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1795029.245
Y: 252000.840

- **Zoning:**
Check zoning on Planning & Zoning

Services:

- **Fire District:**
Fire Central Station 3

- **Garbage Pickup Day:**
Commercial Mon, Thu, Sat -Residential - Tuesday - Route Loop

- **Police Precinct / Beat:**
Precinct - 5 / Beat - 50

- **Trash Pickup Day/ Unit:**
Monday North - biweekly / Td-5

- **Community Action Group:**
N/A

Political:

- **City Council District:**
2 - William Carroll

- **County Commissioner District:** 1

- **State House District:** 97

- **State Senate District:** 33

School:

- **Elementary School District:**
Howard

- **High School District:**
B C Rain

- **Middle School District:**
Calloway Smith

- **School Board District:** 4

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

- **Hurricane Evacuation Zones :**
Zone 2

- **Storm Surge Category:** 3

- **Flood Zone:**
Check flood zone on City Map

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/ map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made on this the 14th day of September, 2023, by and between **Shoppes at St. Louis St. Land, LLC**, an Alabama limited liability company, ("Landlord"), and **The Fair Hope Brewing Company LLC**, an Alabama limited liability company ("Tenant").

WITNESSETH

ARTICLE I

GRANT AND TERM

SECTION 1.01: Demised Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant rents from Landlord, approximately 8,160 square feet (the "Demised Premises" as illustrated on the crosshatched area on Exhibit "A" attached hereto), which is part of the greater premises commonly known as *The Shoppes at St. Louis Street*, located at 656 St. Louis Street, Mobile, Alabama (herein called the "Property" or the "Shopping Center" or "Center").

SECTION 1.02: Use of Additional Areas.

INTENTIONALLY OMITTED.

SECTION 1.03: Term and Commencement.

The initial term of this Lease shall be for a period of ten (10) years (the "Term). The Term shall commence on January 1, 2024 or the date prior to that on which the Tenant receives all approvals needed to legally operate the business (the "Commencement Date") and shall terminate at 11:59 pm (CST) on December 31, 2034.

SECTION 1.04: Failure of Tenant to Open.

In the event that Tenant fails to take possession and open the Demised Premises for business fully fixtured, stocked and staffed, within ninety (90) days following approval from any authorities having jurisdiction relating to Tenant's Permitted Use, then Landlord may, at its option, in addition to collecting said Minimum Rent, cancel and terminate this Lease by giving written notice to Tenant within thirty (30) days.

Should tenant, despite its best efforts, be unable to obtain approval from all proper au-

thorities to allow for the business to open within 90 days of taking possession of the premises, then the lease is null and void. In such a situation, Landlord shall retain all rent paid up to that date but return all deposits and down payments to Tenant.

SECTION 1.05: Early Termination Option.

Notwithstanding anything contained in Section 1.03 to the contrary, if Tenant gives written notice to Landlord within fifteen (15) days of that date which marks the anniversary of the first lease year ("ET Option Period 1") then Tenant may reduce the Term length to 18 months ("Early Termination Option 1"). If Tenant gives written notice to Landlord within one hundred eighty (180) days of that date which marks the fifth anniversary of the lease (ie September 22th, 2028) ("ET Option Period 2") then Tenant may reduce the Term length to six (6) years ("Early Termination Option 2"). Early Termination Option 1 and 2 will automatically expire, and the applicable clause be deemed null and void, should Tenant fail to exercise the option within the appliable "ET Option Period." Further Exercising an early termination option hereunder shall automatically void any right to extend the Lease under Section 2.02. Moreover, should Tenant fail to exercise the Early Termination Option 1, then, in that case, beginning on the 19th month of the Lease Term Tenant will receive a $500 credit each month toward the Minimum Rent for the next 30 months only.

ARTICLE II

RENT

SECTION 2.01: Minimum Rent.

Upon the Commencement Date, Tenant shall pay $11,500 per month as rent (the "Minimum Rent").

All payments are due in advance on or before the first day of each month without any prior demand therefore, and without any deduction or setoff whatsoever, at

Shoppes at St. Louis St. Land, LLC
157 North Conception Street
Mobile, AL 36603

, or such other place as may be designated by Landlord from time to time in writing.

On the first day of each lease year during the Term, extension, or Holdover periods (as the case may be), the Minimum Rate shall increase by two (2%) percent from the previous year's Minimum Rent ("Annual Escalator"). In addition to the Minimum Rent, Tenant shall pay all other expenses expressly set forth in this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this as of the date first above written.

Shoppes at St. Louis St. Land, LLC

By: _____

Name: Robert Tutsaken

Its: Managing Director

Date: 9/18/23

The Fair Hope Brewing Company LLC

By: _____

Name: JAMES FOLEY

Its: MANAGING MEMBER

Date: Sept 18, 2023

EXHIBIT "A-1"
Demised Premises

Illustration to include lawn.

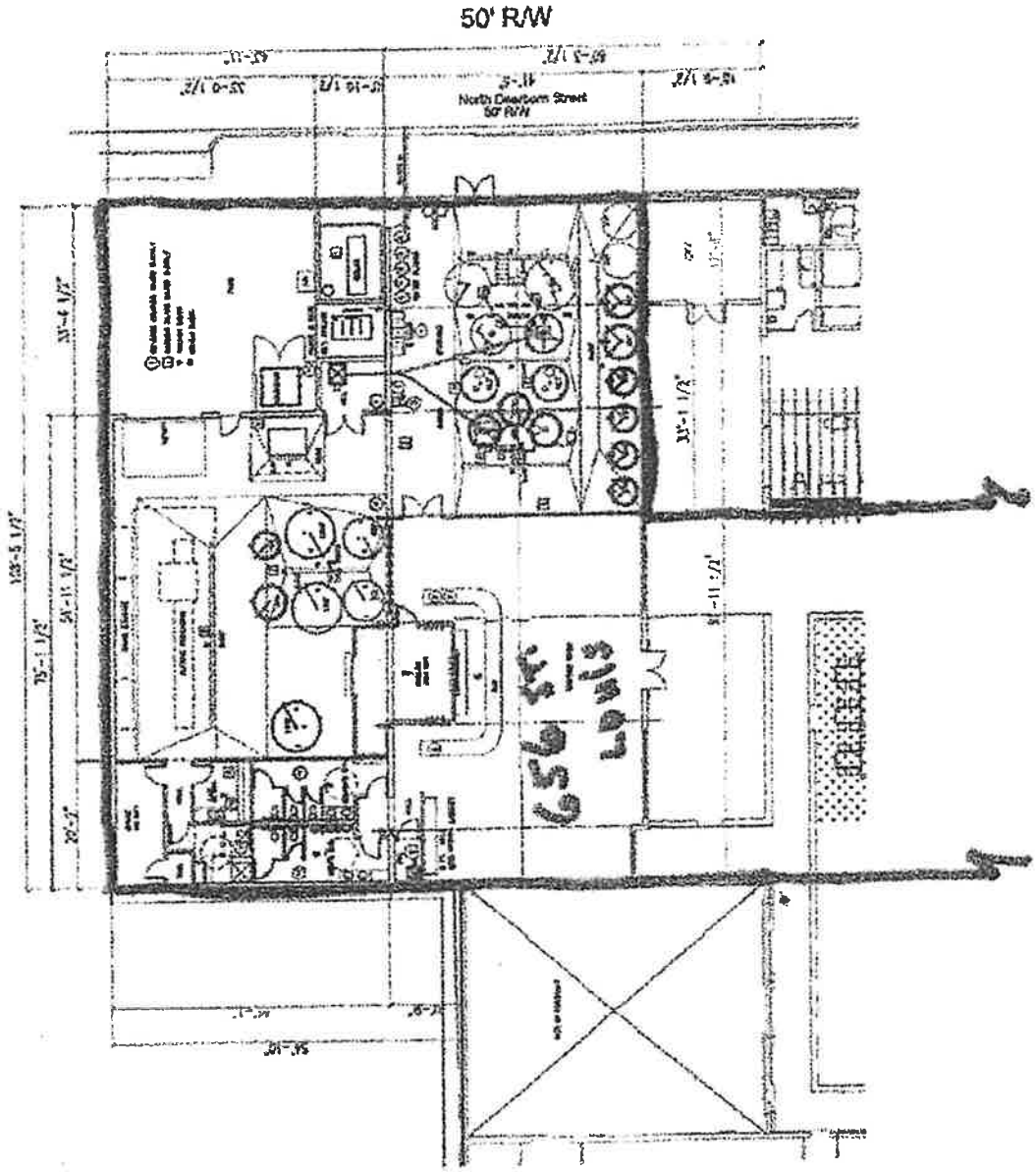
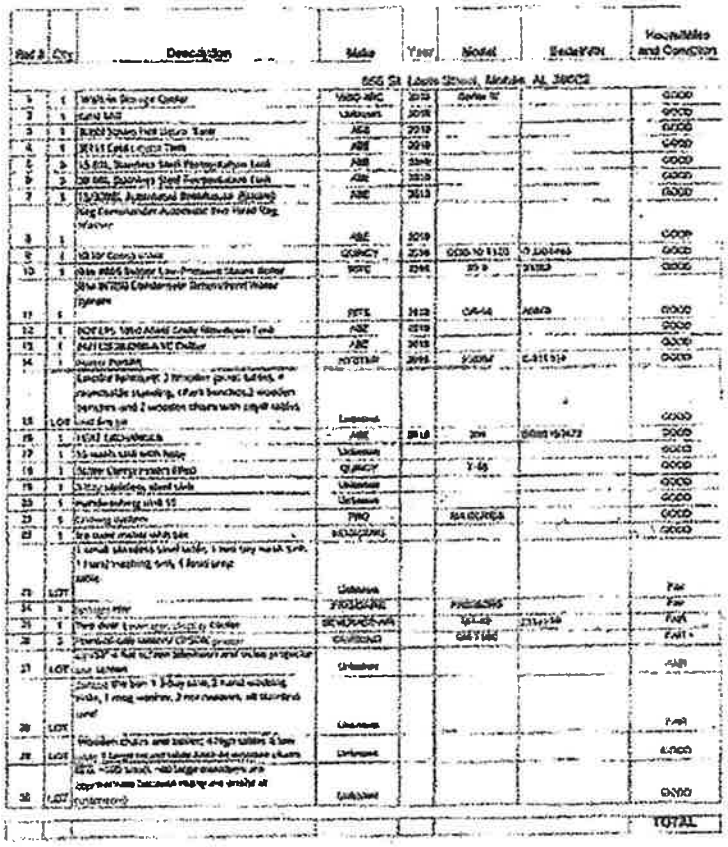


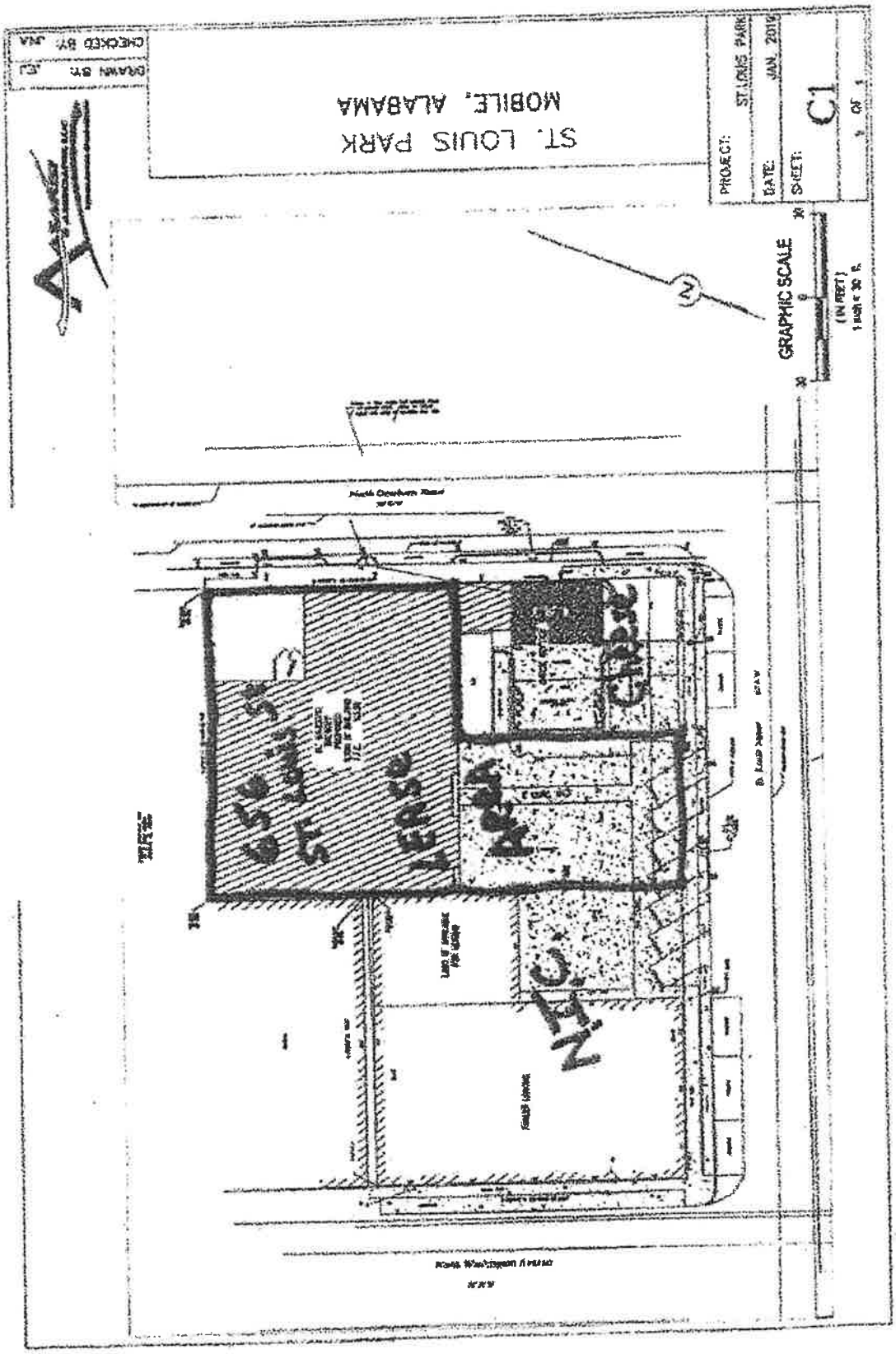
Exhibit "D"

Equipment List



Ref #	Qty	Description	Make	Year	Model	Serial/VIN	Hours/Miles and Condition
		555 St. Louis Street, Mobile, AL 36602					
1	1	Walk-in Storage Cooler	Mod-Rite	2018	Series W		Good
2	1	Cold Unit	Unknown	2018			Good
3	1	Brite Tanks Hot Liquor Tank	ABE	2018			Good
4	1	30 bbl Cold Liquor Tank	ABE	2018			Good
5	9	15 bbl Stainless Steel Fermentation Tank	ABE	2018			Good
6	3	30 bbl Stainless Steel Fermentation Tank	ABE	2018			Good
7	1	15 bbl Automated Brewhouse (Steam)	ABE	2018			Good
8	1	Keg Commander Automatic Two Head Keg Washer	ABE	2018			Good
9	1	10 bbl Cold Liquor Tank	Quincy	2018	QGS-10 S120	Q-1001466	Good
10	1	10 bbl ABE Boiler Low Pressure Steam Boiler	York	2018	85 B	21353	Good
11	1	10 bbl ABE Condenser Return/Feed Water System	ABE	2018	Unknown	Unknown	Good
12	1	HOT Liq. 10bl Allied Cooling Glycol Tank	ABE	2018			Good
13	1	Add 15 BBL Brite Tank	ABE	2018			Good
14	1	Glycol Pumps	Grundfos	2018	5 UPSM	C-811519	Good
15	Lot	Landlord furnished: 2 fireplace grates, 6 chairs, 4 stackable stools, (Part) benches, 2 wooden benches and 2 wooden chairs with small tables	Unknown				Good
16	1	Heat Exchanger	ABE	2018	20	0000 163472	Good
17	1	15 bbl wash unit with hose	Unknown				Good
18	1	Water Softener 64000	Quincy		T-45		Good
19	1	Utility stainless steel sink	Unknown				Good
20	1	Hand washing sink SS	Unknown				Good
21	1	Cooling system	Pro		Unknown		Good
22	1	Ice cube maker with bin	Hoshizaki				Good
23	Lot	1 small stainless steel table, 1 hand sink SAP, 1 hand washing sink, 1 floor prep table	Unknown				Fair
24	1	Cashier area	Proserve		Proserve		Fair
25	1	Prep sheet 1 over cooler (Cold) Cooler	Silverking/Unk		Unknown	Unknown	Fair
26	2	Stainless side serving counter	Silverking		Unknown		Fair
27	Lot	4 POP 4 flat screen televisions and video projector	Unknown				Fair
28	Lot	Contains the bar, 1 prep table, 2 hand washing sinks, 1 mop washer, 2 ice makers, all stainless steel	Unknown				Fair
29	Lot	Wooden Chairs and bistro 4 high tables & bar stools, 1 round bar and table, bench and wooden chairs	Unknown				Good
30	Lot	Misc. computers, cash register, printers, and desktop all equipment	Unknown				Good
							TOTAL

Landlord makes no representation as to presence or operating capability of the above equipment. Equipment sold "As Is".


ST. LOUIS PARK
MOBILE, ALABAMA
PROJECT: ST LOUIS PARK
DATE: JAN. 2019
SHEET: C1
GRAPHIC SCALE
CHECKED BY: JAA
DRAWN BY: JCJ

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

200 - MANUFACTURER

Legal Business Name

THE FAIR HOPE BREWING COMPANY L

Trade Name (DBA)

WINGMAN BREWING COMPANY

Location Address

656 ST LOUIS STREET MOBILE AL 36602

Application Number

2023 - 5608

Post Date

October 18, 2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

October 24, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time. The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation. The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

Owner/Applicant Printed Name	Date
JAMES FOLEY	10/5/2023
Owner/Applicant Signature	**Title**
James Foley	MANAGING MEMBER

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231017151507759

Type License: 200 - MANUFACTURER **State:** $500.00 **County:** $500.00

Type License: **State:** **County:**

Trade Name: WINGMAN BREWING COMPANY **Filing Fee:** $50.00

Applicant: THE FAIR HOPE BREWING COMPANY LLC **Transfer Fee:**

Location Address: 656 ST LOUIS ST MOBILE, AL 36602

Mailing Address: 914 NICHOLS AVE FAIRHOPE, AL 36532

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: BEER **Type Ownership:** LLC

Book, Page, or Document info: 050-287

Do you sell Draft Beer?:

Date Incorporated: 04/13/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 04/13/2023

Federal Tax ID: 45-5017068 **Alabama State Sales Tax ID:** R008148865

Name:	Title:	Date and Place of Birth:	Residence Address:
JAMES ALEXANDER FOLEY	MEMBER	NJ	
BRIAN JOSEPH KANE 6	MEMBER	D	

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: BRIAN KANE
Business Phone: 251-279-7517
Fax:

Home Phone: 251-610-8663
Cell Phone: 251-310-8663
E-mail: BRIAN@FAIRHOPEBREWING.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: 20231017151507759

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: SHOPPES AT ST LOUIS ST LAND LLC 251-423-1169
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? 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? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 8160 Display Square Footage:
Building seating capacity: 117 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: 20231017151507759

Initial each — **Signature page**

Initial each	
BJK	In reference to law violations, I attest to the truthfulness of the responses given within the application.
BJK	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
BJK	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.
BJK	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.
BJK	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.
BJK	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): Brian J. Kane

Signature of Applicant: B J Kane

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/19/2023 - 2:41 PM

R E S O L U T I O N

Sponsored by: Councilmember C. J. Small

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:	Lounge Retail Liquor Class I License
Submitted by:	Decam Lounge, LLC
Location:	Decam Lounge 1270 Dauphin Island Parkway Mobile, AL 36605

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 17, 2023	NEW APPLICATION	2023 - 5610	126934	October 24, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

DECAM LOUNGE LLC

Trade Name (DBA)

DECAM LOUNGE

Location Address

1270 DAUPHIN ISLAND PKWY MOBILE AL 36605

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

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Legal Business Name

DECAM LOUNGE LLC

Trade Name (DBA)

DECAM LOUNGE

Location Address

1270 DAUPHIN ISLAND PKWY MOBILE AL 36605

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 17, 2023	NEW APPLICATION	2023 - 5610	126934	October 24, 2023

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

DECAM LOUNGE LLC

Trade Name (DBA)

DECAM LOUNGE

Location Address

1270 DAUPHIN ISLAND PKWY MOBILE AL 36605

Business Contact Person Information			
Name	Title	Phone	Email
CARMEN D JACKSON	OWNER	(251) 604-4386	CARMENJ953@YAHOO.COM

Has any outstanding license and tax issues been addressed and corrected with this business? **N/A**

What is/was the start date of this business? **11.04.2023**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
October 17, 2023	NEW APPLICATION	2023 - 5610	126934	October 24, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
010 - LOUNGE RETAIL LIQUOR CLASS I	

Business Information

Legal Business Name	Trade Name (DBA)
DECAM LOUNGE LLC	DECAM LOUNGE

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	12.16.2022	001-053-698	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
92-1373856	R011896053

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
1270 DAUPHIN ISLAND PKWY	MOBILE	AL	36605

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
1270 DAUPHIN ISLAND PKWY	MOBILE	AL	36605

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
LOUNGE/BAR	N/A

Business Contact Person Information

Name	Title	Phone	Email
CARMEN D JACKSON	OWNER ☐ POA	(251) 604-4386	CARMENJ953@YAHOO.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you own or rent/lease the property? **RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
AMIR RASHEED	(251) 777-1466	

Property Owner Address	City	State	Zip Code
7211 OLD SHELL ROAD	MOBILE	AL	36608

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
1,950	92	YES	NO	SINGLE	ENTIRE STRUCTURE

Do the premises have a fully equipped and operational kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Is the business equipped with services and facilities for on premises consumption? **YES**

Will the business be operated primarily as a package store? **NO**

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
JACKSON, CARMEN DEMETRIUS	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
		AL	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
			(251) 604-4386

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
N/A			
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

CA The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

CA The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

CA The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

CA The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

CA Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

CA In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant Printed Name	Date
Carmen Jackson	10/17/2023
Owner/Applicant Signature	**Title**
Carmen Jackson	Owner

Sworn to and subscribed before me this 17th day of OCTOBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama · State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

October 17, 2023

DECAM LOUNGE LLC

1270 DAUPHIN ISLAND PARKWAY

MOBILE, AL 36605 USA

ACCOUNT NUMBER: 126934 TERRITORY 3

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1657168	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

10/17/2023 09:10AM NICKOL H.
036588-0001

BUSINESS LICENSE
DECAM LOUNGE LLC
126934
2023 Item: 1657168
ALCOHOL APPLICATION FEE

Principal	$50.00
Interest	$0.00
	$50.00
Subtotal	**$50.00**
TP CC FEE	$2.50
Total	**$52.50**
REVENUE CC	$52.50

**********2851
Ref=e67331b2-c22d-4dc4-90f9-9f4e53723b5c
Auth=780888

Change due **$0.00**

Paid by: JACKSON/CARMEN D

Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

City of Mobile Alcoholic Beverage License Application
Required Documentation Checklist

Have you included the following required ABC documentation with this application? (check boxes as completed)

- [x] Completed Application - ALL PAGES
  - [x] ALL required boxes completed
  - [x] Notarized Lease Property & Sign Agreement page
  - [x] Required drawing for Planning & Zoning Department (unless downtown location with no designated parking)
  - [x] Copy of AL ABC Board Typed/Signed Application (all pages)
- [x] Drivers License copy - ALL owners/members listed on application (must be legible)
- [x] Background Check (if completed for ABC Board)
- [x] Business Structure (LLC, Corporation) Articles from Secretary of State
  - [x] ALL pages of the Articles (including any amendments must be provided)
  - [x] Are the Articles stamped by Secretary of State? (this is a requirement)
  - [x] Complete Listing of all members/officers (include name, title, contact phone)
- [x] Federal Employer Identification Number (FEIN) Letter from IRS
- [x] State of Alabama Revenue Sales Tax ID Letter
- [x] Copy of Registered Deed or Signed/Notarized Lease Agreement
- [x] If existing Business - ALL license renewals & taxes must be paid in FULL on existing license/taxes (whether or not you were the owner during the time periods of issues)

This documentation will be required before a business license is issued after ABC approval

- [ ] Mobile County Health Department Inspection Report (if applicable)
- [x] Bureau of Fire Prevention - Fire Inspection Report
- [x] Existing Business - ALL license renewals & taxes must be paid in FULL on existing license/taxes
- [ ] Payment for business license and all required coding

Person Completeing Application Printed Name	Date
Carmen Jackson	10/09/23
Person Completeing Application Signature	**Title**
Carmen Jackson	10/09/23

The City of Mobile reserves the right to request required additional information from the applicant

City of Mobile Alcoholic Beverage License Application

ALL boxes are *REQUIRED.* Form is fillable and have dropdown boxes

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
10/09/2023			11/04/2023

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
Alcohol Beverage License		

License Type applied for with Alabama ABC Board	
Alcohol Beverage	

Business Information

Business Description/Activity	Other Explain
Lounge - Alcohol wine beer spirits	

Legal Business Name	Trade Name (DBA)
Decam Lounge LLC	

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
LLC	12/16/2022	1270 Dauphin Island Parkway #B

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
1270 Dauphin Island Parkway	Mobile	AL	36605

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)	City	State	Zip Code
Mobile	AL	36605				

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
SAME			

City	State	Zip Code	Business Phone Number	Building Type
			(251) 604-4386	single structure

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
	92-1373856	R011996053	Business

Business Contact Person Information

Name	Title	Phone	Email

Land/Building Information

Do you own or rent/lease the property? Rent

Property Owner Name	Do you have a legal description of property?
Amir Rasheed	Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
7211 Old Shell Road	(251) 777-1466	

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
Mobile	AL	36608	92	1950

Fully equipped & operational kitchen	Equipped with table and chairs
If NO, any food served (if YES explain below)	Equipped for on premise consumption
Habitually used for providing food to public	Restroom Facilities Patio Area

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
Jackson Carmen D	Member	

Race	Sex	Date of Birth	Home Address
B	F		

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		Daphne	AL	

Place of Birth (City, State, Nation)	Mobile Number	Email
Fairhope AL	(251)604-4386	carmenj953@yahoo.com

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/(No)	If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/(No)	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

No	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
Yes	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
No	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

FORM A

Name: Carmen Jackson

Business Name: Dream Lounge LLC

Business Location and Tax ID No.: 1270 Dauphin Island Parkway Mobile AL 36605 R011896053

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, Carmen Jackson ***(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.***

Date 10/16/23

Carmen Jackson

Declarant's Signature

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

August 15th, 2023

Dear Ms. Jackson,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN
NAME:JACKSON,CARMEN DEMETRIUS
SOC
ABI RESULT:NON-IDENT
SID:

CERTIFIED COPY OF ALEA DOCUMENT

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:

   DeCAM Lounge 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): carmen jackson jackson

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   102 leigh cir daphne, AL 36526

   *COUNTY of above address: BALDWIN

   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

001-053-698 DLL

Date	12/16/2022
Time	13:20:00
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 12 / 19 / 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 : 0 ◉ 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).

12 / 16 / 2022
Date (MM/DD/YYYY)

carmen jackson
Signature as required by 10A-5A-2.04

owner
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

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:

DeCAM Lounge LLC

This name reservation is for the exclusive use of carmen jackson, 102 leigh cir, daphne, AL 36526 for a period of one year beginning December 16, 2022 and expiring December 16, 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.

December 16, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES062175

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF AMENDMENT

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation under Section 10A-5A-2.02 of the *Code of Alabama 1975*, this Certificate of Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

1. The current recorded name of the Limited Liability Company:

DeCAM Lounge LLC

2. The date the Certificate of Formation was filed: 12 / 16 / 2022 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000-000): 001 - 053 - 698 **TO OBTAIN ID NUMBER,** website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

(For SOS Use Only)

Alabama
Sec. Of State

001-053-698 DLL

Date	09/21/2023
Time	14:21:30
File	$100.00
County	
Total	$100.00

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The following amendment was adopted on 09 / 21 / 2023 (MM/DD/YYYY):

See attached.

☐ Additional Amendments and the dates on which they were adopted are attached.

*Be very specific about what must be changed if you are amending existing information.
*If the amendment includes a name change, a copy of the **Name Reservation Certificate** issued by the Office of Secretary of State **must be attached.**
*Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). **Agent information will NOT be changed with an amendment.**

5. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama of* 1975 and the governing documents of this entity.

09 / 21 / 2023
Date (MM/DD/YYYY)

carmen jackson
Signature as required by 10A-5A-2.04

owner
Title/capacity to sign under 10A-5A-2.04

Amendment Details

Entity Info

Current Entity Name	Entity ID
DeCAM Lounge LLC	001-053-698
Type	**Formation Date**
Limited Liability Company (LLC)	2022-12-16

Members and Addresses

Original

Member	Street Address	Mailing Address	

Amended

Member	Street Address	Mailing Address	
CARMEN JACKSON		1270 dauphin island parkway mobile, AL 36605	(Added)

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 12-16-2022

Employer Identification Number:
92-1373856

Form: SS-4

Number of this notice: CP 575 G

DECAM LOUNGE LLC
CARMEN JACKSON SOLE MBR
102 LEIGH CIR
DAPHNE, AL 36526

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 92-1373856. 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.

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.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

DECAM LOUNGE LLC
1270 DAUPHIN ISLAND PKWY
MOBILE, AL 36605-2254

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011896053	09/1/2023	12/31/2023

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

NAICS CODE: 722410

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet W. Heathcock

Deputy Commissioner

50 North Ripley Street
Montgomery, AL 36132

revenue.alabama.gov

Alabama Department of Revenue

September 1, 2023 Letter Id: L1484673248

ONLINE FILING INFORMATION

Dear DECAM LOUNGE LLC,

In order to access the My Alabama Taxes (MAT) website, you will need your Account Number, Sign-On ID and Access Code listed below.

TAX TYPE	TAX CODE	ACCOUNT ID	SIGN ON ID	ACCESS CODE
Sales Tax	SS	R011896053	002866206	90908633

Please keep this letter in a safe place and do not disclose your Sign On ID and Access Code numbers to anyone. To review instructions on how to make payments and/or file returns using the MAT system, visit our website at https://myalabamataxes.alabama.gov. If you have any questions and wish to speak to an Alabama Department of Revenue (ADOR) representative, please call 1-800-322-4106 and select the appropriate option.

Act No. 2006-552, specifies that for each occasion a business taxpayer is obligated to make a tax payment of $750 or more to the Alabama Department of Revenue (ADOR), such payment must be remitted electronically through an electronic funds transfer (EFT) method. Voluntary participation of transactions less than $750 is encouraged.

E-Pay Only: The ADORs MAT website offers a `Make a Payment Only` feature, giving taxpayers the capability to make electronic payments for the various corporate income, individual income, and business taxes administered by the Department. To make your payment online, simply visit our website at https://myalabamataxes.alabama.gov. Billing payments may also be made on the website and no pre-registration is required to make a billing payment.E-File & E-Pay: The state requires the following taxes to be e-filed through the My Alabama Taxes system: State Sales, Use, Lodgings, Rental, Utility, Mobile Telecommunications, Nursing Facilities, Pharmaceutical Provider, Emergency Medical Transport Fee, Prepaid Wireless Service Charge, Contractors Gross Receipts, Freight Line and Equipment, and State-administered Local Sales, Use, Lodgings, and Rental taxes. In order to avoid penalties, a tax report must be filed for each month, even if no tax is due unless authorized by the Department of Revenue. Non-state administered Local Sales, Use, and Rental taxes may be filed and paid through the My Alabama Taxes system beginning October 1, 2013. To e-file your returns on-line, please visit our website at https://myalabamataxes.alabama.gov. Do not mail paper returns for taxes e-filed through this system.

City of Mobile Alcoholic Beverage License Application
Alcohol License Application
PLANNING & ZONING DEPARTMENT APPROVAL

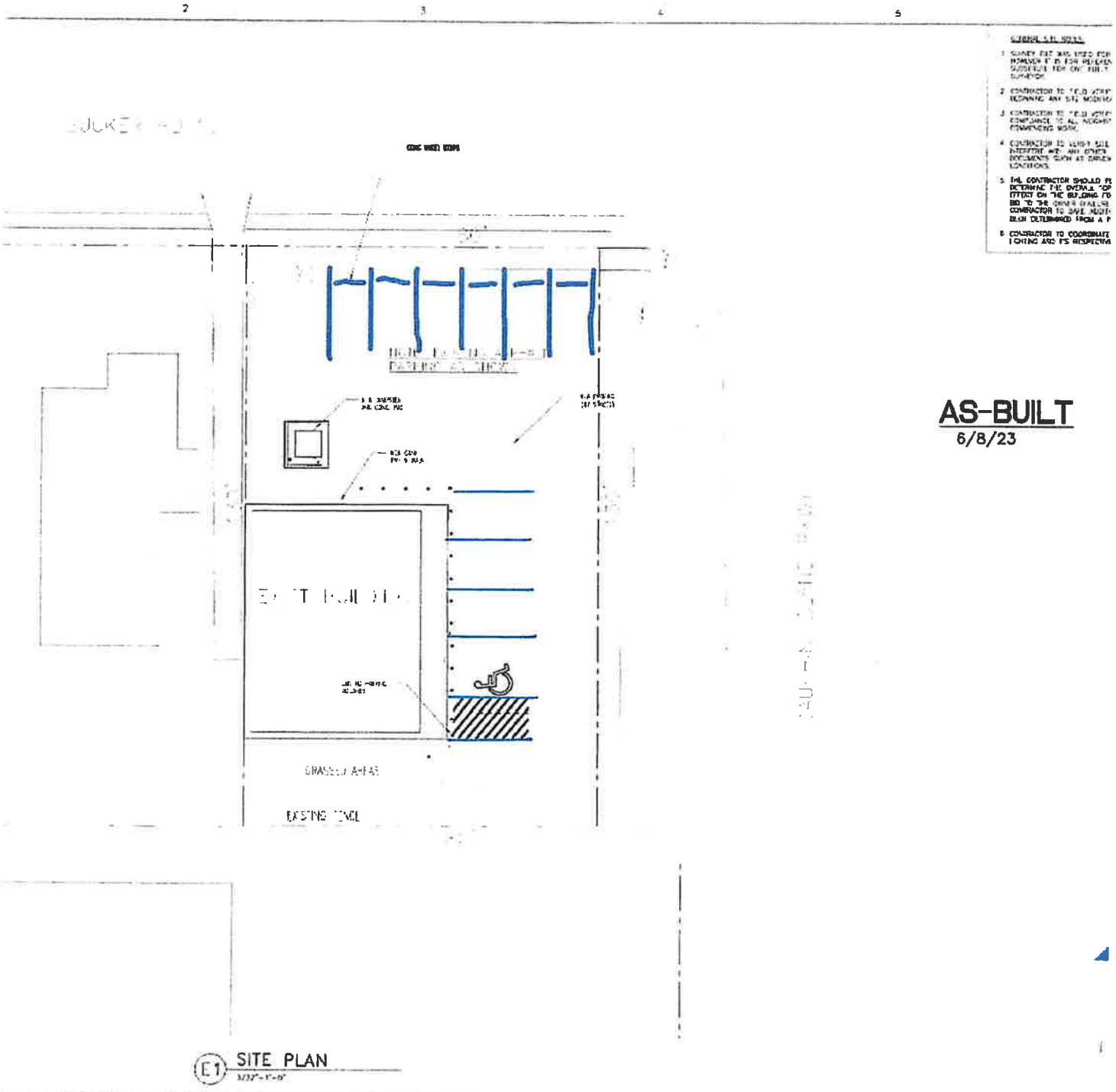
All boxes REQUIRED .. MUST be answered

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Type	License Type	
Lounge		
Legal Business Name	**Trade Name (DBA)**	
Decam Lounge LLC		
Physical Address of Business (Street Name, Suite #)	**Building Square Footage**	**Building Stand alone or attached**
1270 Dauphin Island Parkway	1950	Stand alone
City / **State** / **Zip Code**	**Did you include the *REQUIRED* drawing with this sheet? (see pg 5)**	
Mobile / AL / 36605	YES ... DRAWING ATTACHED	

Business Contact Person			
Name	**Title**	**Phone**	**Email**
Carmen Jackson		(251)604-4386	Carmenj9532@yahoo.com

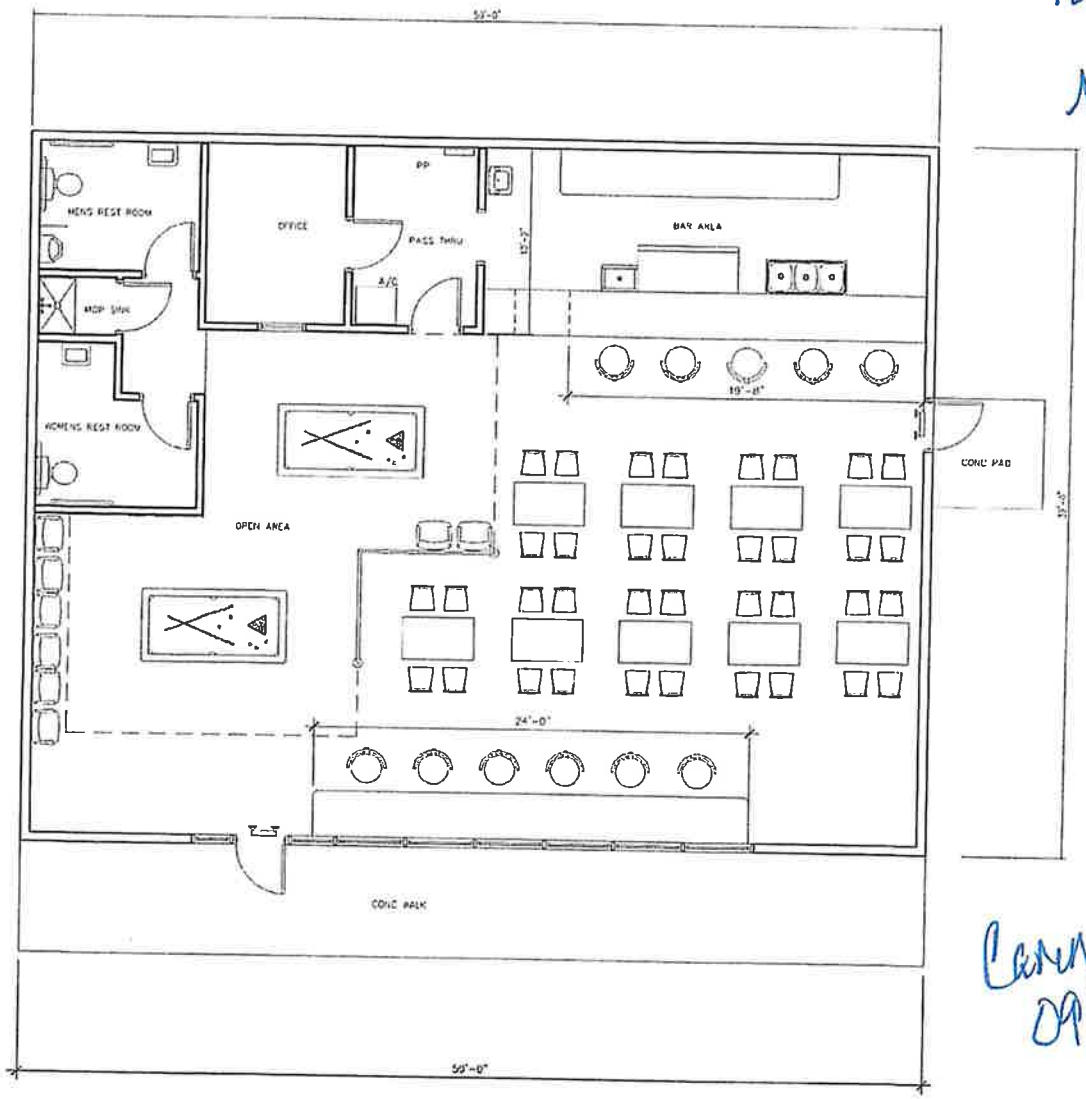
PLANNING & ZONING DEPARTMENT USE ONLY				
Parking Provided	**Parking Required**	**Compliance**	**Zoning**	**Approved**
11	7	✓	B-2	✓
Comments				
Print Name	**Signature**		**Date**	
CALDWELL C. WHISTLER	C. Whistler		10-16-2023	



E1 SITE PLAN

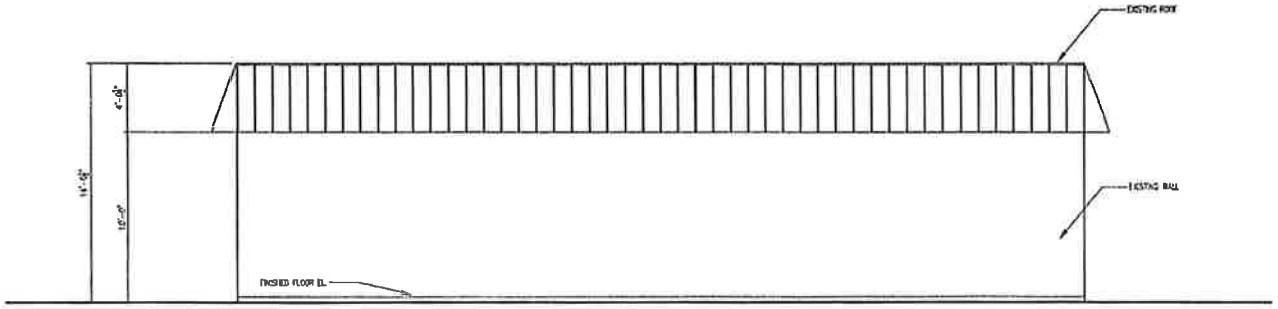
DAUPHIN ISLAND PKWY.
130'
80'
NOTE: EXISTING ASPHALT PARKING AS SHOWN
EXIST BUILDING
GRASSED AREAS
EXISTING FENCE
80'
130'
BUCKER RD S.

Decam Lounge
1250 Dauphin Island
Parkway
Mobile AL 36605

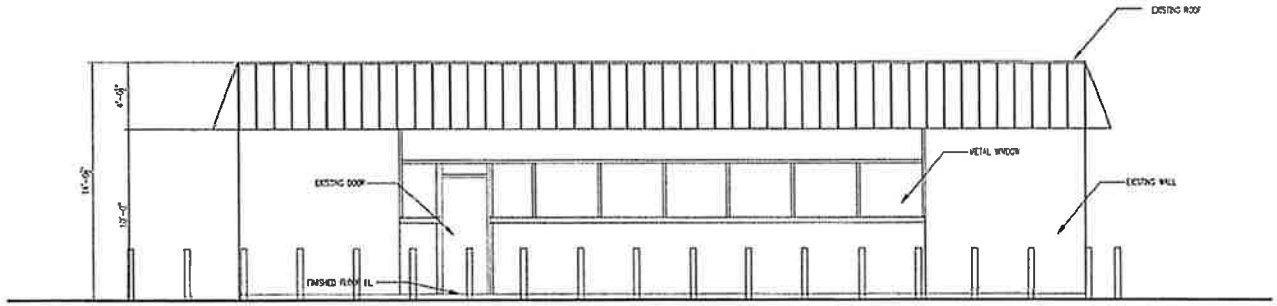


A1 FLOOR PLAN
1/8"=1'-0"

Carmen Jackson
09/21/23



E1 SOUTH ELEVATION
1/4"=1'-0"



E2 NORTH ELEVATION
1/4"=1'-0"

City of Mobile Alcoholic Beverage License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY (*REQUIRED* - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

The above described property is Lease to/by Decam Lounge LLC

Company Name

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 13 day of October 2023

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Cindy McNeeley	Cindy McNeeley	7/1/2025

Notary Stamp

CINDY McNEELEY
Notary Public
Alabama State At Large
My Commission Expires 7/1/2025

Owner of Property (Print Name)	Applicant Name (Print Name)
Amir Rasheed	Carmen Jackson
Owner of Property (Signature)	Applicant Name (Signature)
	Carmen Jackson
Address 7211 Old Shell Rd	Address 102 Leigh Circle
Ownership Type	
City, State, Zip	City, State, Zip
Mobile AL 36608	Daphne AL 36526
Date Agreement Signed	Date Agreement Signed
10/13/23	10/13/23

Information for address:
1270 DAUPHIN ISLAND PKWY

- **Parcel Information:**

Key / ID:
00959840 / R022911324003096.000
Owner:
Ldnrd Holdings Llc
Po Box 16455

Pensacola, Fl 32507

Subdivision:

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**
Community Block Grant Area

- **Revenue District:**
3

- **Township/Range/Section:**
4s1w32

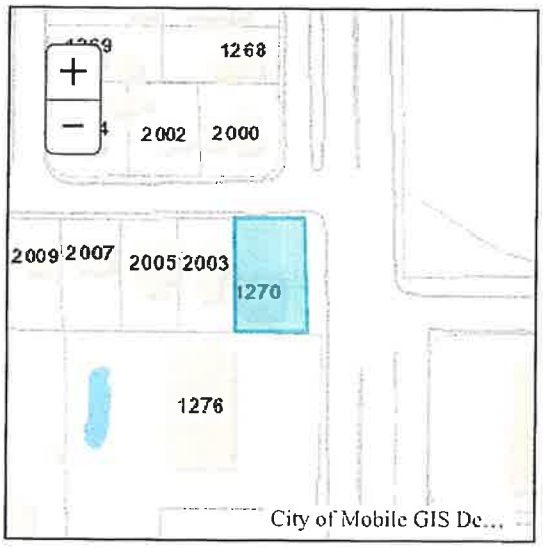
- **Tract Census 2010:**
002301

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1783110.743
Y: 236155.144

- **Zoning:**
Check zoning on Planning & Zoning



Services:

- **Community Action Group:**
Save the People

- **Fire District:**
Fire Station 16 Lathan

- **Garbage Pickup Day:**
Friday-East - Route D

- **Police Precinct / Beat:**
Precinct - 1 / Beat - 13

- **Trash Pickup Day/ Unit:**
Tuesday South - biweekly / Td-3

Political:

- **City Council District:**
3 - C.j. Small

- **County Commissioner District:** 1

- **State House District:** 103

- **State Senate District:** 33

School:

- **Elementary School District:**
Maryvale

- **High School District:**
Williamson

- **Middle School District:**
Williamson Preparatory

- **School Board District:** 4

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

- **Hurricane Evacuation Zones :**
Zone 2

- **Storm Surge Category:** 5

- **Flood Zone:**
Check flood zone on City Map

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

Commercial Net Lease for Part of Building

This lease is made between Amir Rasheed of _____, herein called Lessor, and Decam lounge ccc of _____, herein called Lessee. Lessee hereby offers to lease from Lessor the premises situated in the City of Mobile, County of Mobile, State of Alabama, described as _____ upon the following TERMS and CONDITIONS:

1. Premises Being Leased. Lessor is leasing to Lessee and Lessee is leasing from Lessor a part of the following premises: 1270 Dauphin Island Parkway Mobile AL 36606

Part of Building Only. The Lessee is leasing the _____ of the building.

Shared Facilities. Under the terms of this lease, Lessee and Lessee's employees and customers may share the following additional spaces as a common area: All of the Building and Parking Lot is rented to Decam Lounge ccc

2. Term of Lease. This lease shall be for a term of 24 months which commences on the 22nd day of December, 2022 and ends on the 22nd day of December, 2024.

3. Rent. Lessor demises the above premises for a term of 24 months, and herein at the monthly rental rate of Seven Hundred and Fifty Dollars ($750) payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above.

4. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of 24 months commencing at the expiration of the initial lease term. The option shall be exercised by written notice given to Lessor not less than 30 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire. If Lessee chooses to renew this lease, the monthly rent shall be a sum of Seven Hundred and Fifty Dollars ($750). All of the terms and conditions of the lease shall apply during the renewal term except as follows:

_____

_____.

©SmartLegalForms

5. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of Seven Hundred and Fifty Dollars ($750) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease. Should Lessee comply with all of the covenants and conditions of this Agreement and maintain the condition of the premises (excluding normal wear and tear), the Security Deposit or any balance thereof shall be returned to Lessee within _____ days of the expiration of the lease.

6. Alterations of Lessor. *(check one box as applicable)*

☐ Prior to the start of the lease term, Lessor agrees to make any repairs or alterations as detailed:

_____

☑ Lessee is satisfied with the condition of the premises. There are no necessary repairs or alterations to be made by the Lessor prior to the start of the lease term.

7. Alterations by Lessee. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises. Any damage that results from the alterations or additions shall be repaired at the expense of the Lessee prior to the end of the lease term.

8. Use. Lessee shall use and occupy the premises for Lounge. Lessor represents that the premises may lawfully be used for such purpose and other purposes that may be related. Lessee shall not use the premises for the purposes of storing, manufacturing, or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device.

9. Care and Maintenance of Common Areas. Lessor shall keep the common areas in safe condition. Lessor shall routinely clean, repair and maintain common areas and such portions adjacent to the premises, such as Parking Lot. Lessee shall pay Lessor One Hundred percent (100%) of the Lessor's estimated cost to maintain these common areas in monthly disbursements on or prior to the 5Th day of the month. Lessor shall provide Lessee with a statement detailing the actual cost of the portion the Lessee paid in advance for the maintenance and repairs. If the actual cost is greater than the amount the Lessee paid, the Lessee will pay the remaining balance within 30 days. If the actual cost of the maintenance and repairs is less than the amount the Lessee paid, the difference will be rewarded as a credit and will be applied to the Lessee's future payments.

10. Care and Maintenance of Premises. Lessor shall be responsible for all maintenance and repairs required for the following areas of the leased premises: ALL.

Lessee is responsible for and shall routinely clean, repair and maintain the remaining areas of the leased premises not stated above.

11. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for: every thing.

In the event that any utility or service provided to the premises is not separately metered, Lessor shall pay the amount due and separately invoice Lessee for Lessee's pro rata share of the charges. Lessee shall pay such amounts within 30 days of receiving the invoice. Lessee acknowledges that the leased premises are designed to provide standard office use electrical facilities and standard office lighting. Lessee shall not use any equipment or devices that utilize excessive electrical energy or that may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

12. Lessor's Representation. Lessor hereby represents that (i) Lessor is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the State under which it was organized and will deliver the leased premises to Lessee in accordance with all applicable laws and regulations; (ii) Building complies with all applicable zoning laws as of the date of this lease; (iii) Lessor has not been notified from any governmental agency regarding hazardous substances actually, potentially or threatening to contaminate the property.

13. Insurance.

a. Lessor shall be responsible for obtaining fire and extended coverage insurance for the premises. Lessee will pay One Hundred percent (100 %) of this cost of the insurance 30 days after receiving a statement from the Lessor.

b. Lessor and Lessee shall not hold each other liable for any property loss, property damage, or personal injury that is covered by insurance and held by the party being affected by the loss, damage, or injury.

c. Lessee is responsible for obtaining public liability insurance. The public liability insurance that the Lessee obtains will be the primary coverage. Lessor will be an insured party on this insurance plan.

d. Lessor will receive a copy of any insurance policies that the Lessee has acquired.

14. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

15. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

16. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within Thirty (30) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

17. Parking. During the term of this lease, Lessee shall have the nonexclusive use in common with Lessor, other tenants of the building, their guests and invitees, of the nonreserved common automobile parking areas, driveways, and foot ways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor reserves the right to designate parking areas within the building or in a reasonable proximity thereto, for Lessee and Lessee's agents and employees. *(check box(es) as applicable)*

☑ Lessee shall provide Lessor with a list of all license numbers for the cars owned by Lessee, its agents and employees. Separated structured parking, if any, located about the building is reserved for Lessees of the building who rent such parking spaces.

☑ Lessee hereby leases from Lessor ALL spaces in such a structural parking area, such spaces to be on a first-come first-served basis. In consideration of the leasing to Lessee of such spaces, Lessee shall pay a monthly rental fee of ,0' Dollars ($ 0) per space throughout the term of the lease. Such rent shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

18. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 30 days of the commencement of the term hereof.

19. Indemnification of Lessor. To the extent of the law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Said indemnification shall include indemnity from any costs or fee which Lessor may incur in defending said claim.

20. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

may give Lessee notice of such default and if Lessee does not cure any such default within 30 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 30 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 30 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

20. Tax Increase. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to One Hundred percent (100%) of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

21. Common Area Expenses. In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay their pro rata share of maintenance, taxes, and insurance for the common area.

22. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

23. Waiver. If either party waives any part of this lease, only that part or provision will be waived at that designated time. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

24. Notices. Any notice which either party may or is required to give, shall be in writing and given by mailing the same, postage prepaid, or in person, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

25. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

26. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

27. Radon Gas Disclosure. As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in

sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in _____ _____. Additional information regarding radon and radon testing may be obtained from your county public health unit.

28. Governing Law. This Agreement shall be construed and governed by the laws of the State of Alabama.

29. Severability. If any part or provision of this lease is found to be prohibited or invalid, only that part of the lease, and none of the remaining parts, will be considered invalid. This part or provision shall be revised to the extent that said part or provision becomes valid and enforceable.

30. Modification. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

31. Additional Agreement. Below are any additional agreements between the parties or provisions with respect to the premises:

_____

_____.

32. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

_____

_____.

Signed this 22nd day of December, 2022.

Lessor: _____

Lessee: Carmen Jenkins
Dream Young LLC

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

DECAM LOUNGE LLC

Trade Name (DBA)

DECAM LOUNGE

Location Address

1270 DAUPHIN ISLAND PKWY MOBILE AL 36605

Application Number

2023 - 5610

Post Date

October 17, 2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

October 24, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Carmen Jackson

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/19/2023 - 2:44 PM

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds

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:	Lounge Retail Liquor Class I License
Submitted by:	D Spot Ultra Lounge, LLC
Location:	D Spot Ultra Lounge 5441 Hwy 90 West Unit One Half Mobile, AL 36619

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 17, 2023	NEW APPLICATION	2023 - 5609	126932	October 24, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

D SPOT ULTRA LOUNGE LLC

Trade Name (DBA)

D SPOT ULTRA LOUNGE

Location Address

5441 HWY 90 WEST UNIT ONE HALF MOBILE AL 36619

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

D SPOT ULTRA LOUNGE LLC

Trade Name (DBA)

D SPOT ULTRA LOUNGE

Location Address

5441 HWY 90 WEST UNIT ONE HALF MOBILE AL 36619

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 17, 2023	NEW APPLICATION	2023 - 5609	126932	October 24, 2023

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

D SPOT ULTRA LOUNGE LLC

Trade Name (DBA)

D SPOT ULTRA LOUNGE

Location Address

5441 HWY 90 WEST UNIT ONE HALF MOBILE AL 36619

Business Contact Person Information			
Name	Title	Phone	Email
ALBERT L HAYNES JR	AUTH AGENT	(251) 401-5682	DAIQUIRISPOT1@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? **YES**

What is/was the start date of this business? **11.04.2023**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
October 17, 2023	NEW APPLICATION	2023 - 5609	126932	October 24, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
010 - LOUNGE RETAIL LIQUOR CLASS I	

Business Information

Legal Business Name	Trade Name (DBA)
D SPOT ULTRA LOUNGE LLC	D SPOT ULTRA LOUNGE

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	08.24.2023	001-096-087	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
93-3044783	R011899431

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
5441 HWY 90 WEST UNIT ONE HALF	MOBILE	AL	36619

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
[redacted]	MOBILE	AL	

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
LOUNGE/BAR	N/A

Business Contact Person Information

Name	Title	Phone	Email
ALBERT L HAYNES JR	AUTH AGENT ☑ POA	(251) 401-5682	DAIQUIRISPOT1@GMAIL.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you own or rent/lease the property? **RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
COBALT REALTY	(225) 454-6095	

Property Owner Address	City	State	Zip Code
11001 HIGHLAND ROAD	BATON ROUGE	LA	70810

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
4,100	276	YES	NO	SHOPPING CENTER	PORTION OF

Do the premises have a fully equipped and operational kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **NO**

Is the business equipped with services and facilities for on premises consumption? **YES**

Will the business be operated primarily as a package store? **NO**

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
HAYNES, MARKESE DARNELL	MEMBER		
Home Street Address	**City**	**State**	**Zip Code**
	MOBILE	AL	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
	MOBILE AL USA		(251) 281-1118

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
	AUTH AGENT			
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**
		AL	36562	(251) 401-5682

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

AH The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

AH The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

AH The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

AH The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

AH Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

AH In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant Printed Name	Date
Albert L Haynes POA	10-17-2023
Owner/Applicant Signature	**Title**
albert L Haynes POA	POA

Sworn to and subscribed before me this 17th day of OCTOBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

October 17, 2023

D SPOT ULTRA LOUNGE

5441 USHY 90 WEST

UNIT 1-2

MOBILE, AL 36619 USA

ACCOUNT NUMBER: 126932 TERRITORY 4

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1657154	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

10/17/2023 09:45AM SHAWN S.
036577-0008

BUSINESS LICENSE
D SPOT ULTRA LOUNGE LLC
126932
2023 Item: 1657154
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal **$50.00**
Total **$50.00**

CASH $50.00

Change due **$0.00**

Paid by: D SPOT ULTRA LOUNGE LLC

Comments: ABC APPLICATION FEE

Thank you for your payment

CUSTOMER COPY

City of Mobile Alcoholic Beverage License Application

ALL boxes are *REQUIRED.* Form is fillable and have dropdown boxes

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
8-25-23			

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number

License Type applied for with Alabama ABC Board	

Business Information

Business Description/Activity	Other Explain
Lounge	

Legal Business Name	Trade Name (DBA)
D SPOT Ultra Lounge	

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
S-Corp	8-14-23	5441 Hwy 90 W

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
5441 Hwy 90 W	Mobile	AL	36619

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Mobile	AL	36619	

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
C			

City	State	Zip Code	Business Phone Number	Building Type
Mobile	AL			

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
251-581-1118	93-3044783		

Business Contact Person Information

Name	Title	Phone	Email
Markese Haynes	owner	751-581-1118	markese92@gmail.com

Land/Building Information

Do you own or rent/lease the property? lease

Property Owner Name	Do you have a legal description of property?
Cobalt Realty	Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
7017 Perkins Rd.	225-454-6095	cobaltrealty.net

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
Baton Rouge	LA	70808	275	4100 SF

Fully equipped & operational kitchen	Equipped with table and chairs
If NO, any food served (if YES explain below)	Equipped for on premise consumption
Habitually used for providing food to public	Restroom Facilities ✓ Patio Area

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
Markese O Haynes	Owner	

Race	Sex	Date of Birth	Home Address
B	M		

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		Mobile	AL	36695

Place of Birth (City, State, Nation)	Mobile Number	Email
Mobile, AL United States	251-581-1118	markese92@gmail.com

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

NO	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
NO	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
Yes	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

September 13th, 2023

Dear Mr. Haynes,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:
NAME:HAYNES,MARKESE DARNELL
SOC:
ABI RESULT:NON-IDENT
SID:

CERTIFIED COPY
OF ALEA DOCUMENT

Special Power of Attorney

I, Markese D Haynes hereby appoint Albert L Haynes as my attorney in fact to act in my capacity to do the following:

To sign and execute forms/documents relating to Alabama Alcoholic Beverage Control Board and the local governing body concerning D SPOT DITRA LOUNGE LLC.
Sole proprietor/corporation/association/LLC/LLP

The rights, powers, and authority of my attorney in fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect on 8/23/2023 (Date), and shall remain in full force and effect until 2/1/2024 (Date) or unless specifically extended or rescinded earlier by either party.

Aug 23, 2023
Date

Markese D. Haynes
Signature

STATE OF ALABAMA

COUNTY OF MOBILE

BEFORE ME, the undersigned authority, on this 23rd day of September personally appeared Markese Haynes to me well known to be the person described in and who signed the Foregoing, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Ayreeta Kinnard NOTARY PUBLIC
My Commission Expires: December 2, 2025
My Commission Expires: _____

FORM A

Name: Albert Haynes POA Account #_____

Business Name: D Spot Vitas Lounge LLC

Business Location and Tax ID No.: 5441 Hwy 90 W unit 1/2 Mobile AL 36619 / 93 304 4783

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, Albert L Haynes POA, *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 10-12-23

Albert L Haynes POA

Declarant's Signature

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time. The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation. The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

Owner/Applicant Printed Name	Date
Markese Haynes	
Owner/Applicant Signature	**Title**
[signature]	owner

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231011161242526

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: D SPOT ULTRA LOUNGE **Filing Fee:** $50.00

Applicant: D SPOT ULTRA LOUNGE LLC **Transfer Fee:**

Location Address: 5441 HWY 90 W UNIT ONE HALF MOBILE, AL 36619

Mailing Address: 9470 CINDER DRIVE MOBILE, AL 36695

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-096-087

Do you sell Draft Beer?:

Date Incorporated: 08/24/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 08/24/2023

Federal Tax ID: 93-3044783 **Alabama State Sales Tax ID:** R011899431

Name:	Title:	Date and Place of Birth:	Residence Address:
MARKESE DARNELL HAYNES	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: ALBERT HAYNES
Business Phone: 251-401-5682
Fax:

Home Phone: 251-401-5682
Cell Phone: 251-401-5682
E-mail: LUCKIEHAYNES@GMAIL.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: 20231011161242526

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: COBALT REALTY LLC 225-454-6095
What is lessors primary business? REALTOR
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? NO
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: 4100 Display Square Footage:
Building seating capacity: 276 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER 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: 20231011161242526

Initial each | **Signature page**

Initial each	
ALH	In reference to law violations, I attest to the truthfulness of the responses given within the application.
ALH	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
ALH	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
ALH	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
ALH	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.
ALH	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.
ALH	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): Albert Hayes POA

Signature of Applicant: Albert Hayes POA

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: 10/11/23 **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: 20231011161242526

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: UNIT 1/2

Receipt Confirmation Page

Receipt Confirmation Number: 20231011161242526

Application Payment Confirmation Number: 95444994

Payment Summary	
Payment Item	**Fee**
Application Fee for License 010	$50.00
Total Amount to be Charged	**$50.00**

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
010 - LOUNGE RETAIL LIQUOR - CLASS I	$300.00	$300.00	$600.00
			$0.00
Total Amount to be Charged	$300.00	$300.00	$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 010 - LOUNGE RETAIL LIQUOR - CLASS I
License Type 2:
License County: MOBILE
Business Type: LLC
Trade Name: **D SPOT ULTRA LOUNGE**
Applicant Name: **D SPOT ULTRA LOUNGE LLC**
Location Address: 5441 HWY 90 W UNIT ONE HALF
MOBILE, AL 36619

Mailing Address:

Contact Person: ALBERT HAYNES
Contact Home Phone: 251-401-5682
Contact Business Phone: 251-401-5682
Contact Fax:
Contact Cell Phone: 251-401-5682
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: POWER OF ATTORNEY

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20231011161242526
Application Payment Confirmation Number: 95444994

Payment Summary	
Payment Item	**Fee**
Application Fee for License 010	$50.00
Total Amount to be Charged	**$50.00**

Application Information

Application Type: APPLICATION
License Type 1: 010 - LOUNGE RETAIL LIQUOR - CLASS I

Continue

Technical Support: 866-353-3468 or support@alabamainteractive.org

Version 2.9.2

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:

   D Spot Ultra Lounge 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): Markese D Haynes

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   5441 US 90 W Mobile, AL 36695

   *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

001-096-087 DLL

Date	08/24/2023
Time	13:52:00
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 8 / 25 / 2023 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 0 : 0 ◉ 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).

8 / 24 / 2023
Date (MM/DD/YYYY)

Markese Haynes
Signature as required by 10A-5A-2.04

Owner
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

D Spot Ultra Lounge LLC

This name reservation is for the exclusive use of Markese Haynes, 9470 Cinder Dr, Mobile, AL 36695 for a period of one year beginning August 24, 2023 and expiring August 24, 2024

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

August 24, 2023

Date

Wes Allen **Secretary of State**

RES110921

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-23-2023

Employer Identification Number:
93-3044783

Form: SS-4

Number of this notice: CP 575 A

D SPOT ULTRA LOUNGE
% ALBERT HAYNES
9470 CINDER DR
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 93-3044783. 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 1120 04/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

D SPOT ULTRA LOUNGE LLC
5441 US 90 W
MOBILE, AL 36619

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011899431	11/1/2023	12/31/2023

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet N. Heathington

Deputy Commissioner

NAICS CODE: 722511

ALABAMA DEPARTMENT OF REVENUE
COMMISSIONER'S OFFICE
P.O. BOX 327001
MONTGOMERY, AL 36132-7001

City of Mobile Alcoholic Beverage License Application

Alcohol License Application

URBAN DEVELOPMENT ZONING APPROVAL

All boxes REQUIRED .. MUST be answered

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Type	License Type	
D SPOT ULTRA LOUNGE	010 - Lounge	
Legal Business Name	**Trade Name (DBA)**	
D SPOT Ultra Lounge		
Physical Address of Business (Street Name, Suite #)	**Building Square Footage**	**Building Stand alone or attached**
5441 US Hwy 90 Suite 1/2	4100	Attached
City / **State** / **Zip Code**	**Did you include the REQUIRED drawing with this sheet?**	
Mobile / AL / 36619		

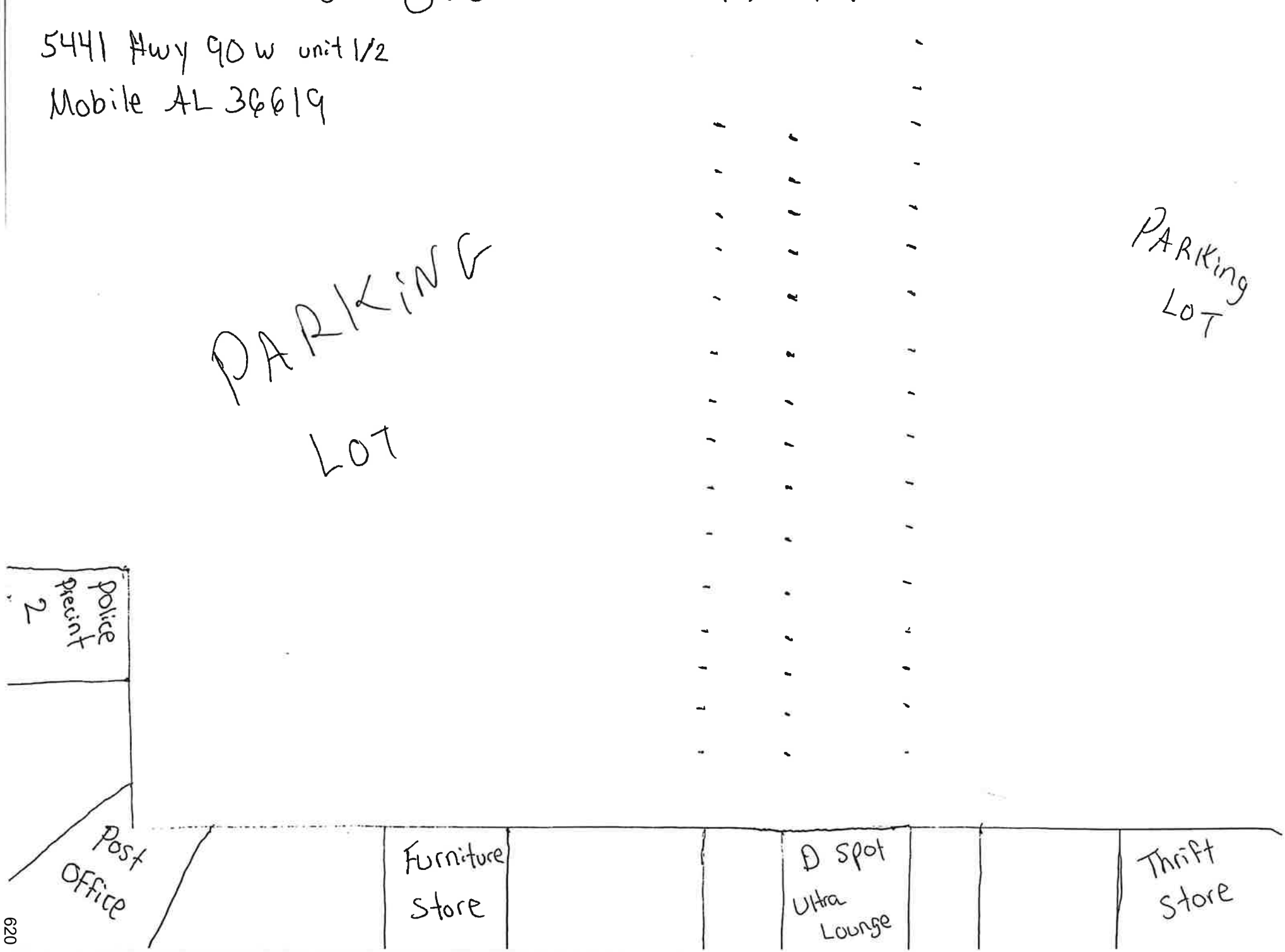
Business Contact Person			
Name	**Title**	**Phone**	**Email**
Markese Haynes	owner	251-581-1118	Markese92@gmail.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY				
Parking Provided	**Parking Required**	**Compliance**	**Zoning**	**Approved**
10+	10	Yes	B-3	Yes
Comments				
Print Name	**Signature**		**Date**	
Payton Rogers	Digitally signed by Payton W. Rogers Location: Planning & Zoning		10/17/2023	

D SPOT Ultra Lounge LLC Over Flow PARKING

5441 Hwy 90 W unit 1/2

Mobile AL 36619



620

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcohol License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY (*REQUIRED* - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Ownership Type		Company Name
The above described property is	lease to/by	D spot Ultra Lounge LLC

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 12 day of Oct 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Shelby Clements	Shelby Clements	08/29/2027

Notary Stamp

SHELBY CLEMENTS
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 08/29/27

Owner of Property (Print Name)	Applicant Name (Print Name)
Owner of Property (Signature)	Albert Hayne POA Applicant Name (Signature)
1102-A Dauphin Street Address	Albert L Hayne POA Address
Mobile AL 36604 City, State, Zip	5441 Hwy 90 unit 1/2 City, State, Zip
10/12/2023 Date Agreement Signed	Mobile AL 36619 Date Agreement Signed

Information for address:
5441 USHY 90 W

- **Parcel Information:**

Key / ID:
01710116 / R023308272000003.02
Owner:
Cobalt Realty Llc
11001 Highland Rd

Baton Rouge, La 70810

Subdivision:
Tillman's Square, Resubdivision of Lot 1, Resubdivision of Lots 1 & 2

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**
4

- **Township/Range/Section:**
5s2w27

- **Tract Census 2010:**
006802

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1758092.665
Y: 213878.161

- **Zoning:**
Check zoning on Planning & Zoning

Services:

- **Fire District:**
Fire Station 7 Seelhorst

- **Garbage Pickup Day:**
Friday-West - Route Theo

- **Police Precinct / Beat:**
Precinct - 2 / Beat - 21a

- **Trash Pickup Day/ Unit:**
Wednesday South - biweekly / Td-9

- **Community Action Group:**
N/A

Political:

- **City Council District:**
4 - Ben Reynolds

- **County Commissioner District:** 3

- **State House District:** 104

- **State Senate District:** 35

School:

- **Elementary School District:**
Burroughs

- **High School District:**
Theodore

- **Middle School District:**
Hankins

- **School Board District:** 2

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

- **Hurricane Evacuation Zones :**
Zone 3

- **Flood Zone:**
Check flood zone on City Map

- **Storm Surge Category:** N/A

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

D SPOT ULTRA LOUNGE LLC

Trade Name (DBA)

D SPOT ULTRA LOUNGE

Location Address

5441 HWY 90 WEST UNIT ONE HALF MOBILE AL 36619

Application Number

2023 - 5609

Post Date

October 17, 2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

October 24, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Christ E Haynes POA

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

LEASE AGREEMENT

THIS INDENTURE OF LEASE, made on the ~~23rd~~ 25th day of August, 2023, by and between Cobalt Realty, LLC, a Louisiana LLC, (herein called "Landlord"), and D Spot Ultra Lounge, LLC (herein called "Tenant").

WITNESSETH

ARTICLE I

GRANT AND TERM

SECTION 1.01: Leased Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leased to Tenant, and Tenant rents from Landlord, those certain premises, now or hereinafter to be erected in Tillman's Square (herein called the "Shopping Center"), said premises being known as 5441 Highway 90 West, Unit 1/2, Mobile, Alabama 36619 in the County of Mobile, Alabama, which premises consist of a one-story building containing an area of approximately 4,100 square feet, (herein called the "leased premises").

SECTION 1.02: Use of Additional Areas.

The use and occupation by Tenant of the leased premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, and other facilities as may be designated from time to time by the Landlord; subject, however, to the terms and conditions of this lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Landlord.

SECTION 1.03: Term and Commencement.

The initial term of this lease shall be for THIRTY-SIX (36) months, commencing September 1, 2023 and expiring on August 31, 2026. Tenant agrees to pay previous tenant , Lamont Norris', balance of $4,500.00 as the first and last month's rent of $4,000.00 per month all together totaling $12,500.00 at lease signing. Failure to receive full payment at commencement will result in lease termination.

SECTION 1.04: Failure of Tenant to Open.

In the event that Landlord notifies Tenant that the leased premises are ready for occupancy as herein defined, and Tenant fails to take possession and to open the leased premises for business fully fixtured, stocked and staffed within the time herein provided, then Landlord shall have, in addition to any and all remedies herein provided, the right to collect the minimum rent herein provided, for each and every day that Tenant shall fail to commence to do business as provided. (In any event, should Tenant have failed to open the leased premises for business at the conclusion of ninety (90) days following the commencement of the term as defined in Section 1.03, then Landlord may, at its option, in addition to collecting said minimum rent, cancel and terminate this lease by giving written notice to Tenant within Thirty (30) days after said ninety (90) day period.)

ARTICLE II

RENT

SECTION 2.01: Minimum Rent.

Term	
9/1/2023 – 8/31/2026	$10.16/sf + $1.55/sf NNN = $11.71/sf or $4,000.00/month

All payments are due in advance on or before the first day of each month, at

Cobalt Realty, LLC
11001 Highland Road
Baton Rouge, LA 70810

or such other place as may be designated by Landlord, without any prior demand therefore, and without any deduction or setoff whatsoever.

The amount of each of the said installments of rent shall be increased by TEN (10%) PERCENT if the same shall remain unpaid Ten (10) days after the date on which such installment shall be due. All such charges shall be secured as additional rents under this lease.

SECTION 2.02: Option to Extend

Tenant shall have ONE (1) option to extend the term of the lease for a period of THIRTY-SIX (36) MONTHS. Tenant shall notify Landlord in writing of its intention to exercise its option to extend the term of the lease no later than May 31, 2026.

The minimum rent rate during the option period will be:

9/1/23 – 8/30/26 $10.86/sf + $1.55/sf NNN = $12.41/sf or $4,240.00/month

SECTION 2.03: Additional Rent.

Tenant shall pay as additional rent, all sums of money or charges required to be paid by Tenant under this lease, whether or not the same be designated "additional rent". If such amounts or charges are not paid at the time provided in this lease, they shall, nevertheless, if not paid when due, be collectible as additional rent with any installment of rent thereafter due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same become due and payable hereunder, or limit any other remedy of Landlord.

SECTION 2.04: Insurance and Common Area Maintenance.

Tenant shall pay its pro rata share of all insurance carried by Landlord, and common area maintenance expense, all as described and set forth in Section 24.10 herein. Tenant's pro rata share of these items shall be equal to the product obtained by multiplying said charges by a fraction, the numerator of which shall be the square foot area of Tenant's leased premises, and the denominator of which shall be the square foot area of the rentable area of shopping center building. Initially, Tenant's minimum charge for these items shall be **Three Thousand, Two Hundred Eighty and 00/100---($3,280.00)** Dollars per year , which equals to **Two Hundred Seventy-Three and 34/100---($273.34)** Dollars per month and shall be paid in advance on or before the first day of each month. The additional rental provided for in this section may be billed separately for each item or expense, and may be recomputed and adjusted from time to time based on insurance, CAM or tax increases. All such additional rental shall become due and payable Thirty (30) days after notice from Landlord.

If the term of this lease shall begin on and /or terminate at a time other than the beginning (or ending, as the case may be) of a calendar year, in the event of an adjustment, a proper apportionment of the above charges shall be made to cover the fraction of a year included within the term of this lease.

SECTION 2.05: Property Taxes.

Tenant shall pay its pro rata share of all real property taxes which may be levied or assessed by any lawful authority against the land and improvements in the Shopping Center or against Landlord in respect of the land and improvements in the Shopping Center. Tenant's pro rata share of real estate taxes shall be the

product obtained by multiplying said taxes by a fraction, the numerator of which shall be the square foot area of the leased premises and the denominator of which shall be the square foot area of the leasable area of the Shopping Center building. If the term of this lease shall begin on and/or terminate at a time other than the beginning (or ending, as the case may be) of a tax year, a proper apportionment of said real estate taxes for the year shall be made to cover the fraction of a year included within the terms of this lease.

At Landlord's election which may be made and changed from time to time, Tenant shall pay its pro rata share of the estimated real property taxes and shall make the payments in advance in equal monthly installments which shall become due when each rental payment becomes due. The estimate of the taxes against the land and improvements in the Shopping Center, or against Landlord in respect thereof shall at Landlord's election be based upon the actual amount of the last taxes which have been assessed or shall be based upon an estimate projection or other statement in writing by the taxing authority. Tenant's pro rata share of such taxes shall be determined as provided in the preceding paragraph.

If Landlord elects to require Tenant to pay its pro rata share of the estimated taxes, an adjustment shall be made as soon as the actual taxes for the period, and Tenant's pro rata share thereof, can be determined; and Tenant shall promptly pay any deficiency, and Landlord shall promptly give credit for any overage.

Tenant's pro rata share of the taxes, whether payable on the basis of the actual taxes or the estimated taxes, shall be deemed to be additional rental due under this lease. If the actual taxes or the estimated taxes for the Shopping Center should increase at any time during a tax period, Tenant's pro rata share and Tenant's payments shall be appropriately increased.

Initially, Tenant's pro rata share of aforementioned taxes shall be Three Thousand Seventy-Five and 00/100---($3,075.00) Dollars per year, which shall be Two Hundred Fifty-Six and 25/100--- ($256.25) Dollars per month payable in advance on or before the first day of each month.

SECTION 2.06: Security Deposit

Tenant shall deposit with Landlord the sum of Four Thousand and 00/100 ($4,000.00) **Dollars** as security for the faithful performance and observance by Lessee of the terms, provisions and conditions of this lease. One-half of the security deposit shall be due and payable upon execution of the lease agreement and one-half shall be due and payable upon commencement of the lease agreement. It is agreed that in the event Lessee defaults in respect of any of the terms, provisions and conditions of this lease, including but not limited to, the payment of rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment thereof or for payment of any other sums which Lessor may be required to expend by reason of Lessee's default including, but not limited to, any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency accrued before or after summary proceeding or other re-entry by Lessor. In the event Lessee shall fully and faithfully comply with all the terms, provisions, covenants and conditions of
this lease, the security shall be returned to Lessee without interest, after the expiration of the lease and delivery of entire possession of the Premises to Lessor.

ARTICLE III

CONSTRUCTION, ALTERATION AND RELOCATION

SECTION 3.01: Landlord's Obligation.

Landlord shall, at its cost and expense, construct the leased premises for Tenant's use and occupancy substantially in accordance with plans and specifications prepared by Landlord or Landlord's architect. Any work in addition to any of the items specified in the plans and specifications shall be performed by Tenant at its own cost and expense. Any equipment or work other than those items specified in the plans and specifications which Landlord or Landlord's contractor installs or constructs in the leased premises on

Tenant's behalf, shall be paid for the Tenant prior to the date that Tenant opens its store for business. The taking of possession of the demised premises by Tenant shall be conclusive evidence that said premises were in good and satisfactory condition and fully completed in accordance with the terms of this lease at the time such possession was taken.

SECTION 3.02: Parking Facilities.

Landlord shall construct upon the shopping center site, at its own cost, access roads, footways and parking lots or facilities.

SECTION 3.03: Changes and Additions to Buildings.

Landlord thereby reserves the right at any time to make alterations or additions to, and to build additional stories on, the building in which the premises are contained and to build adjoining the same. Landlord also reserves the right to construct and remove other buildings or improvements in the Shopping Center from time to time and to make alterations thereof or additions thereto, and to build additional stories on any such building or buildings and to build adjoining same. Landlord further reserves the right to enter and use the leased premises for the purpose of installing, repairing and removing wiring, piping, ducts and conduits for service of the lease premises or other buildings in the Shopping Center, provided that Landlord shall not unreasonably interfere with the use of the leased premises by Tenant.

SECTION 3.04: Tenant Shall Discharge All Liens.

Tenant shall promptly pay all its contractors and material men, so as to minimize the possibility of a lien attaching to the leased premises, and should any such lien be made or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord.

ARTICLE IV

CONDUCT OF BUSINESS BY TENANT

SECTION 4.01: Use of Premises

Tenant shall not use, permit or suffer the use of the premises or any part thereof for any purpose other than the following:

~~Food and beverage service~~ Lounge ALH HD

ALH HD Tenant agrees to conduct its business in the premises under the name or trade name of D Spot Ultra Lounge under no other name or trade name except such as may be first approved by Landlord in writing, and further that the premises are leased exclusively for said business and commercial purposes.

Tenant shall occupy the premises promptly after the commencement of the original term of this lease and thereafter continuously during the term of this lease and any renewal or extension thereof, and shall conduct in said premises the business permitted under this Section 6.01, using its best efforts at all times to obtain at the premises the highest volume of said permitted business possible.

SECTION 4.03: Storage and Office Space.

Tenant shall warehouse, store, and/or stock in the leased premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail at, in, from, or upon the leased premises. This shall not preclude occasional emergency transfers of merchandise to other stores of Tenant, if any, not located in the Shopping Center. Tenant shall use for office, clerical or other non-selling purposes, only such space in the leased premises as in from time to time reasonably required for Tenant's business in the leased premises.

No auction, fire or bankruptcy sales may be conducted in the leased premises without the previous written consent of Landlord.

ARTICLE V

COMMON AREAS AND FACILITIES

SECTION 5.01: Operation and Maintenance of Common Areas.

Landlord shall, at its own expense, operate and maintain the common areas and common facilities of the areas of the Shopping Center. Landlord shall maintain as common areas, the parking lots within the areas of the Shopping Center for the non-exclusive use (in common with such others as Landlord may prescribe) of Tenant, its agents, employees and customers for vehicle parking; provided, however, that such use shall be subjected to the provisions of Section 6.02 of this Article; and provided further that Landlord may, as it shall form time to time see fit, reduce the parking area by erecting on said parking area, store buildings or other structures or improvements of any kind.

SECTION 5.02: Control of Common Areas by Landlord.

All parking areas, access roads and facilities which may be furnished by Landlord in or at the Shopping Center, and all other areas and improvements for the general use, in common, of tenants, their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Landlord. Landlord shall have the right to construct, maintain and operate lighting facilities on all said areas and improvements and to police the same. Landlord shall have the right from time to time to change location and arrangement of the parking areas and other facilities referred to in this section; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; to dedicate of convey property for public, utility or drainage use; and to perform such other acts in and to said areas and improvements as the Landlord, in the use of good judgment, shall determine to be advisable, with a view to the improvement of the convenience and use thereof by Tenants, their officers, agents, employees and customers.

ARTICLE VI

TENANT'S LIABILITY FOR MAINTENANCE & SUPERVISION

SECTION 6.01: Tenant's Responsibilities.

Tenant shall, at all times, keep the leased premises (including maintenance of exterior entrances, all glass and show window moldings) and all partitions, doors, fixtures, plate glass, ceiling tile, equipment and appurtenances thereof (including lighting, heating and plumbing fixtures, and any air conditioning system) in good order, condition and repair, except for structural portions of the premises, which shall be maintained by Landlord; but if Landlord is required to make repairs to structural portions by reason of Tenant's negligent acts or omissions, then Landlord may add the cost of such repairs to the rent which shall thereafter become due. In pursuance of its obligation of maintenance, Tenant agrees to maintain the premises at its own expense in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests, not to cause or permit objectionable odors to emanate or be dispelled from the premises, to comply with all laws and ordinances and all valid rules and regulations of any Federal, State, municipal or other public authority having jurisdiction in the premises, and to conduct its business in the premises in all respects in a dignified manner and in accordance with high standards of store operation. Tenant shall at all times keep the plate glass insured with an insurance carrier having a Best and Company rating of not less than A plus AAAA, naming Landlord as a co-insured in the policy of insurance. Also, Tenant shall maintain the heating and air conditioning equipment satisfactory to Landlord, such maintenance to cover, without limitation, lubricating of equipment and replacement of belts and filters. Tenant's obligations to repair items in need of repair at

the expiration of the lease term shall survive the expiration of the term of this lease. **Upon written approval from Landlord, Tenant shall be allowed to make modifications to the leased premises.**

SECTION 6.02: Landlord's Right to Intervene.

If Tenant refuses or neglects to repair property as required hereunder to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or other property, or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay as additional rent, Landlord's costs for making such repairs, plus Twenty Percent (20%) for overhead upon presentation of bill therefore.

SECTION 6.03: Surrender of Premises.

At the expiration of the tenancy hereby created, Tenant shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this lease, reasonable wear and tear excepted and damage by unavoidable casualty expected, and shall surrender all keys for the leased premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the leased premises. If required by Landlord, Tenant shall remove all its trade fixtures and any alterations or improvements before surrendering the premises as aforesaid, and shall repair any damage to the leased premises caused thereby, however, Tenant shall have no right to remove same if Tenant is in default under this lease. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

SECTION 6.04: Rules and Regulations.

The rules and regulations appended to this lease are hereby made a part of this lease, and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this lease as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations applicable to the leased premises and the Shopping Center. Notice of additional, reasonable rules and regulations and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such reasonable rules and regulations and amendments thereto and supplements thereof.

ARTICLE VII

LANDLORD'S OBLIGATION FOR MAINTENANCE

SECTION 7.01: Responsibilities of Landlord.

Landlord shall maintain the roof, foundations and exterior walls. In the event any repairs become necessary to the structural portions of the roof, exterior walls or foundations of the leased premises, or sidewalks adjacent to said premises, during the term of this lease, then upon written notice from Tenant to Landlord stating the necessity therefore and the nature thereof, Landlord, with reasonable promptness and at its own expense, shall make any such necessary repairs specified in such notice. The phrase "structural portions" as above used, shall not be so construed as to require Landlord to make repairs to interior surfaces of the leased premises. Landlord shall not be liable for damage to any goods or property, or death or injury to persons, caused by failure to perform any maintenance or repair which Landlord is obligated hereunder to perform, it being understood that Landlord shall be liable only for the cost of making such maintenance or repair as stated herein. **Landlord to deliver the leased premises with electrical, plumbing and HVAC in good working order.**

ARTICLE VIII

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/19/2023 - 2:47 PM

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds

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:	Gazelle Mart, LLC
Location:	Mobile Gazelle Mart 4362 Government Boulevard Mobile, AL 36693

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 17, 2023	NEW APPLICATION	2023 - 5598	126537	October 24, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

GAZELLE MART LLC

Trade Name (DBA)

MOBILE GAZELLE MART

Location Address

4362 GOVERNMENT BLVD **MOBILE** **AL 36693**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
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CITY CLERK
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PO Box 1151 Montgomery AL 36101

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070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

GAZELLE MART LLC

Trade Name (DBA)

MOBILE GAZELLE MART

Location Address

4362 GOVERNMENT BLVD **MOBILE** **AL 36693**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 17, 2023	NEW APPLICATION	2023 - 5598	126537	October 24, 2023

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

GAZELLE MART LLC

Trade Name (DBA)

MOBILE GAZELLE MART

Location Address

4362 GOVERNMENT BLVD **MOBILE** **AL 36693**

Business Contact Person Information			
Name	Title	Phone	Email
MOUNIR BEN-FREDJ	MEMBER	(901) 301-9305	BFMOUNIR@HOTMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? **N/A**

What is/was the start date of this business? **11.01.2023**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
October 17, 2023	NEW APPLICATION	2023 - 5598	126537	October 24, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	070 - RETAIL WINE (OFF PREMISES ONLY)

Business Information

Legal Business Name	Trade Name (DBA)
GAZELLE MART LLC	MOBILE GAZELLE MART

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	06.23.2023	001-086-051	AL	JEFFERSON

Federal Tax ID (FEIN)	AL State Tax ID
93-2042536	R011859577

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
4362 GOVERNMENT BLVD	MOBILE	AL	36693

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
[redacted]	BIRMINGHAM	AL	35209

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
CONVENIENCE STORE	N/A

Business Contact Person Information

Name	Title	Phone	Email
MOUNIR BEN-FREDJ	MEMBER ☐ POA	(901) 301-9305	BFMOUNIR@HOTMAIL.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
AFASH FOOD MART INC	AFASH FOOD MART

License Type	License Number	Any ABC Pending Actions
050/070 - RETAIL BEER & WINE (OFF PREMISES)		NO PENDING ACTIONS

Land/Building Information

Do you own or rent/lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name	Prop Owner Phone	Property Owner Email
MM CK AL MANAGEMENT LLC	(214) 531-9418	

Property Owner Address	City	State	Zip Code
	LAWRENCEVILLE	GA	30046

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
2,500	0	YES	NO	SINGLE	ENTIRE STRUCTURE

Do the premises have a fully equipped and operational kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Is the business equipped with services and facilities for on premises consumption? NO

Will the business be operated primarily as a package store? NO

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
BEN-FREDJ, MOUNIR	MEMBER		
Home Street Address	**City**	**State**	**Zip Code**
	MARION	AR	72634
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
	BIZERTE TUNISIA		(901) 301-9305

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
BEHI, MOHAMED ALI	MEMBER		
Home Street Address	**City**	**State**	**Zip Code**
	MARION	AR	72364
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
	TUNIS TUNISIA		(901) 347-7892

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

HBF

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

MBR The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

MBR The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

MBR The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

MBR The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

MBR Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

MBR In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant Printed Name	Date
MOUNIR BEN-FREDJ	10-17-2023
Owner/Applicant Signature	**Title**
	MEMBER LLC

Sworn to and subscribed before me this 17th day of OCTOBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

October 17, 2023

GAZELLE MART LLC

4362 GOVERNMENT BOULEVARD

MOBILE, AL 36693 USA

ACCOUNT NUMBER: 126537 TERRITORY 4

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1657221	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

10/17/2023 01:56PM SHAWN S.
036577-0009

BUSINESS LICENSE
GAZELLE MART LLC
126537
2023 Item: 1657221
ALCOHOL APPLICATION FEE $50.00

$50.00

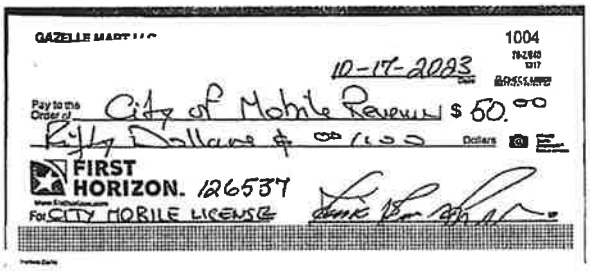
Subtotal **$50.00**
Total **$50.00**

CHECK $50.00
Check Number 1004

Change due **$0.00**

Paid by: GAZELLE MART LLC

Comments: ABC APPLICATION FEE



Thank you for your payment

CUSTOMER COPY

City of Mobile Alcoholic Beverage License Application

ALL boxes are *REQUIRED.* Form is fillable and have dropdown boxes

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
8-13-2023			~~8-17-2023~~

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
New owner	AFASH FOOD MART INC	

License Type applied for with Alabama ABC Board	
RETAIL CONVENIENCE STORE	

Business Information

Business Description/Activity	Other Explain
GAS STATION / CONVENIENCE STORE	

Legal Business Name	Trade Name (DBA)
GAZELLE MART LLC	MOBILE GAZELLE MART

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
LLC	6-23-2023	4362 GOVERNMENT BLVD

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
181 W VALLEY AVE STE 245#459	MOBILE	AL	36693

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
BIRMINGHAM	AL	35209	181 W VALLEY AVE STE 245# 459

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
181 W VALLEY AVE STE 245#459	BIRMINGHAM	AL	35209

City	State	Zip Code	Business Phone Number	Building Type
BIRMINGHAM	AL	35209	901 347 7892	

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
901 301 9305	93-2042536	R011859577	Company Mailing Add

Business Contact Person Information

Name	Title	Phone	Email
Mounir Ben-Fredj	Member LLC	9013019305	bfmounir@hotmail.com

Land/Building Information

Do you own or rent/lease the property? LEASE

Property Owner Name	Do you have a legal description of property?
MAJORS MANAGEMENT LLC	Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
LAWRENCEVILLE	GA	30046		2,500 sf

Fully equipped & operational kitchen	NO	Equipped with table and chairs	NO
If NO, any food served (if YES explain below)		Equipped for on premise consumption	NO
Habitually used for providing food to public	NO	Restroom Facilities YES / Patio Area	NO

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
BEN-FREDJ, MOUNIR	Member LLC	

Race	Sex	Date of Birth	Home Address
W	M	12-21-1975	

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
	AR	MARION	AR	72364

Place of Birth (City, State, Nation)	Mobile Number	Email
BIZERTE TUNISIA	9013019305	bfmounir@hotmail.com

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes (No)

If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes (No)

If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

NO	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
NO	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
YES	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
MOHAMED ALI BEN	MEMBER	

Race	Sex	Date of Birth	Home Address
W	M	12/22/1975	

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
-16		MARION	AR	72364

Place of Birth (City, State, Nation)	Mobile Number	Email
TUNIS. TUNISIA	9013477892	dalbeki1@gmail.com

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/(No)

If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/(No)

If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

NO	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
NO	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
YES	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time. The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation. The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

Owner/Applicant Printed Name	Date
MOUNIR BEN-FREDJ	10-4-2023
Owner/Applicant Signature	**Title**
[signature]	PARTNER/MEMBER

1-787a (Rev. 08-10-2016)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

MOUNIR BEN FREDJ
ATTN: MOUNIR BEN FREDJ
C/O: MOUNIR BEN FREDJ

Date: 08-21-2023

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

MOUNIR BEN FREDJ

Search Completed Result 08-21-2023 E2023233000000272663

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth: 12/21/1979

Social Security number: XXX-XX-7999

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC000001Z
TCN WVFBIJM0Z-20230821183526-EDO-0000-67240
AGENCY CASE D95140223230

THE FBI IDENTIFIED YOUR TEN-PRINT SUBMISSION WHICH CONTAINED THE FOLLOWING DESCRIPTORS:

NAME BEN FREDJ,MOUNIR

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	W		000	UNK	UNK	UNK

STATE ID	BIRTH PLACE
NULL	TUNISIA

CITIZENSHIP
UNITED STATES

OTHER BIRTH DATES	SCARS-MARKS-TATTOOS	SOCIAL SECURITY	MISC NUMBERS
NONE	NONE	NONE	NONE

ALIAS NAME(S)
NONE

END OF COVER SHEET

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC000001Z NCN E2023233000000272663

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.
- FBI IDENTIFICATION RECORD -

WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.

NAME	FBI UCN	DATE REQUESTED
BEN FREJ,MOUNIR	529690JC8	2023/08/21

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	W		509	170	BRO	BLK

BIRTH PLACE
TUNISIA

PATTERN CLASS
LS AU AU LS LS LS LS AU LS LS

CITIZENSHIP
UNITED STATES
TUNISIA

1-ARRESTED OR RECEIVED 2005/06/01
AGENCY-USCIS-FDNS MEMHPIS MEMPHIS (TNFDS0000)
AGENCY CASE-

FINGERPRINT INFORMATION
BSI/2000121021730
PRINT DATE/2005/06/01

CHARGE 1-REM PROC/8 USC 1229

COURT- ()
CHARGE-REM PROC/8 USC 1229
RELEASED O/R

RECORD UPDATED 2023/08/21

ALL ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL.

THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.

1-787 (Rev. 08-10-2016)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

MOHAMED ALI BEHI
ATTN: MOHAMED ALI BEHI

Date: 08-21-2023

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

MOHAMED ALI BEHI

Search Completed Result 08-21-2023 E2023233000000270193

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth:

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

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:

   GAZELLE MART 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): REPUBLIC REGISTERED AGENT LLC

   Street (**no PO Boxes**) address of registered office (must be located in Alabama): _____

   _____

   *COUNTY of above address: JEFFERSON

   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

001-086-051 DLL

Date	06/23/2023
Time	14:14:00
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 6 / 23 / 2023 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 2 : 14 ○ 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).

6 / 23 / 2023
Date (MM/DD/YYYY)

LOVETTE DOBSON
Signature as required by 10A-5A-2.04

ORGANIZER
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer	Street Address	Mailing Address
LOVETTE DOBSON	0	

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

GAZELLE MART LLC

This name reservation is for the exclusive use of MOUNIR BEN FREDJ, 181 W VALLEY AVE STE 245 #459, BIRMINGHAM, AL 35209 for a period of one year beginning June 23, 2023 and expiring June 23, 2024

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

June 23, 2023

Date

Wes Allen **Secretary of State**

RES099442

GAZELLE MART LLC

Name and address of each initial member:

MOUNIR BEN FREDJ

MOHAMED ALI BEHI

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-23-2023

Employer Identification Number:
93-2042536

Form: SS-4

Number of this notice: CP 575 B

GAZELLE MART LLC
MOUNIR BENBRAHIM MBR

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-2042536. 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	03/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, 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.

(IRS USE ONLY) 575B 06-23-2023 GAZE B 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is GAZE. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 06-23-2023
EMPLOYER IDENTIFICATION NUMBER: 93-2042536
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

GAZELLE MART LLC
MOUNIR BENFREDJ MBR

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

GAZELLE MART LLC
4362 GOVERNMENT BLVD
MOBILE, AL 36693-4804

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011859577	08/1/2023	12/31/2023

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Deputy Commissioner

NAICS CODE: 457110

STATE OF ALABAMA DEPARTMENT OF REVENUE
COMMISSIONER'S OFFICE
P.O. BOX 327001
MONTGOMERY, AL 36132-7001

L1255309152

GAZELLE MART LLC

City of Mobile Alcoholic Beverage License Application

Alcohol License Application

PLANNING & ZONING DEPARTMENT APPROVAL

All boxes REQUIRED .. MUST be answered

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Type	License Type
CONVENIENCE STORE	050/ 070 - Retail Beer & Wine (off premises)
Legal Business Name	**Trade Name (DBA)**
GAZELLE MART LLC	MOBILE GAZELLE MART
Physical Address of Business (Street Name, Suite #)	**Building Square Footage** / **Building Stand alone or attached**
	2,500 / STAND ALONE

City	State	Zip Code	Did you include the *REQUIRED* drawing with this sheet? (see pg 5)
MOBILE	AL	36693	YES ... DRAWING ATTACHED

Business Contact Person

Name	Title	Phone	Email
MOUNIR BEN-FREDJ	MEMBER	(901) 301-9305	BFMOUNIR@HOTMAIL.COM

PLANNING & ZONING DEPARTMENT USE ONLY

Parking Provided	Parking Required	Compliance	Zoning	Approved

Comments

Print Name	Signature	Date

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcohol License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY *(REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535)* or this should be included on your deed and/or lease paperwork

	Ownership Type		Company Name
The above described property is	LEASED	to/by	GAZELLE MART LLC

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 11 day of October 2023

Notary Printed Name	Notary Signature	My Notary Commission Exp.
Julia Camp	Julia Camp	6/5/27

Notary Stamp

JULIA CAMP
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA

Owner of Property (Print Name)

MMCK Alabama Management

Owner of Property (Signature)

Address

City, State, Zip

Lawrenceville, GA 30046

Date Agreement Signed

9/29/23

Applicant Name (Print Name)

MOUNIR BEN FRED

Applicant Name (Signature)

MOBILE AL 36693

City, State, Zip

Date Agreement Signed

Information for address:

- **Parcel Information:**

Key / ID:
01068061 / R023301113002024.000
Owner:
Mm Ck Al Properties Llc
Po Box 1565

Lawrenceville, Ga 30046

Subdivision:
Skyland Park Addition

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**
4

- **Township/Range/Section:**
5s2w11

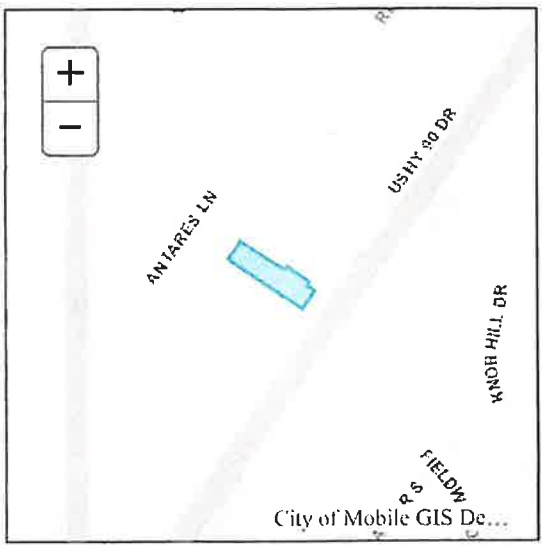
- **Tract Census 2010:**
003100

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1762812.357
Y: 227361.322

- **Zoning:**
Check zoning on Planning & Zoning



Services:

- **Fire District:**
Fire Station 19 Mccoske

- **Garbage Pickup Day:**
Friday-West - Route B

- **Police Precinct / Beat:**
Precinct - 2 / Beat - 23

- **Trash Pickup Day/ Unit:**
Thursday South - biweekly / Td-5

- **Community Action Group:**
N/A

Political:

- **City Council District:**
4 - Ben Reynolds

- **County Commissioner District:** 2

- **State House District:** 103

- **State Senate District:** 35

School:

- **Elementary School District:**
Shepard

- **High School District:**
Murphy

- **Middle School District:**
Burns

- **School Board District:** 2

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

- **Hurricane Evacuation Zones :**
Zone 3

- **Flood Zone:**
Check flood zone on City Map

- **Storm Surge Category:** N/A

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

DocuSign Envelope ID: CDF604CC-6D7F-4A16-BFAB-CD32B7B29815

COMMERCIAL REAL ESTATE LEASE FOR COMMISSION STORE

THIS COMMERCIAL REAL ESTATE LEASE FOR COMMISSION STORE (this "Lease") made as of 9/29/2023, by and between, **MM CK AL MANAGEMENT, LLC,** a Georgia limited liability company with an address of P.O. Box 1565, Lawrenceville, GA 30046 ("Landlord") and **GAZELLE MART LLC,** an Alabama limited liability company, with an address of 181 W Valley Avenue, Ste245 #459, Birmingham, AL 35209 ("Tenant").

WITNESSETH:

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, and said Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the term and conditions which hereinafter appear, the real and personal two (2) properties located at **4362 Government Blvd, Mobile, AL 36693 ("Government Blvd") and 303 South Highway. 31, Bay Minette, AL 36507 ("Bay Minette") (collectively, "Premises)** as more particularly described on Exhibit "A" attached hereto and made a part hereof.

Notwithstanding anything to the contrary contained in this Agreement, Landlord owns and retains possession of the motor fuel dispensing equipment, lines, canopy area, monitoring devices, elevated concrete islands, and all other equipment necessary for the operation of a self-service petroleum products retail sales and dispensing facility (hereinafter referred to as the "Motor Fuels Property"). Landlord hereby grants to Tenant a non-exclusive easement to use the Motor Fuels Property to perform its duties and obligations herein; provided, however, Tenant may not obstruct or restrict access to the Motor Fuels Property.

2. **Term of Lease.** The term of this Lease shall run for one (1) year (including any renewals of the Lease as provided herein, if any, the "Term") and commence on the date that Landlord delivers possession to Tenant, which shall be on or about October 1, 2023 (the "Commencement Date"). This Lease shall renew automatically for one (1) year unless either party sends notice of its intent to not renew this Lease at least sixty (60) days before the end of the then current term. Notwithstanding anything to the contrary contained herein, the Premises is currently leased by another tenant, and this Lease is contingent upon the termination of such existing lease, and if such lease is not terminated by the Commencement Date, Landlord may notify Tenant of such failure to terminate, and upon delivery of such notice, this Lease shall terminate as of the earlier of the date of such notice or the Commencement Date, and any funds paid by Tenant to Landlord under this Lease shall be returned to Tenant. Notwithstanding the foregoing, if Tenant fails to take possession of the Premises within fifteen (15) days after the Commencement Date, in the sole discretion of Landlord, this Lease will terminate on the date selected by Landlord and indicated in a written notice, Landlord shall retain all amounts paid by Tenant, including prepaid rent and the Security Deposit, and neither party will have any further rights or obligations hereunder.

A "Lease Year" is the twelve (12) full calendar months commencing on the first day of the month immediately following the month in which the Commencement Date occurs, unless the Commencement Date is the first day of a month, in which event the first Lease Year shall commence on such Commencement Date. Each subsequent Lease Year shall commence on the anniversary of such first Lease Year. If the Commencement Date is other than the first day of a month, the period immediately following the Commencement Date through the end of the month in which the Commencement Date occurs shall be deemed to be, and referred to as, the "First Partial Month" and is deemed part of the first Lease Year.

3. **Rental.** (a) Tenant agrees to pay Landlord, during the Term, rent ("Rent") by EFT initiated by Landlord on the first (1st) business day of each month as follows:

Government Blvd

Time Period	Monthly Rent
10/01/2023 – 9/30/2024	$580.00 plus insurance and taxes, plus Tenant shall pay any sales tax on rent. The insurance, taxes, and utilities reimbursement (as set forth in Section 4(a) below) is estimated to be $2,620 monthly.

Bay Minette

Time Period	Monthly Rent
10/01/2023 – 9/30/2024	$2,219.00 plus insurance and taxes, plus Tenant shall pay any sales tax on rent. The insurance, taxes and utilities reimbursement (as set forth in Section 4(a) below) is estimated to be $3,281.00 monthly.

Starting on October 1, 2024, and each and every year thereafter, the current Rent shall increase by two percent (2%).

(b) Tenant shall pay to Landlord an additional sum of ten percent (10%) of any rental payment not received by Landlord on or before five (5) days past the due date. Tenant acknowledges and agrees that Landlord may apply any payments made by Tenant to any debts owed by Tenant to Landlord or to Landlord's affiliates due under agreements related to the Premises, notwithstanding any notes made by Tenant on the payment or accompanying the payment. For example, Landlord may apply the payment made to, among other debts, outstanding late fees, interest, payments made by Landlord to cure Tenant defaults, payments for any loans made by Landlord or its affiliates to Tenant and amounts due under any fuel supply agreement between Landlord or its affiliate and Tenant, prior to crediting Tenant for payment of rent. In the event any payment is returned for insufficient funds, Tenant shall pay an additional amount equal to (i) $30.00; or (ii) five percent (5%) of the face amount of the returned instrument, whichever is greater, plus any amounts charged by any financial institution to Landlord, and Landlord may require all future rental payments to be paid by money order or certified funds.

4. **Additional Rent, Utility Bills, Insurance and Taxes.** (a) All applications and connections for necessary utility services on the Premises shall be made by the Tenant and in the name of the Tenant only. Tenant agrees to pay for all separately metered or billed gas, electricity, water, telephone, trash container and the like utility charges for the Premises or used by Tenant in connection therewith. Landlord shall have no liability to Tenant for disruption of any utility service, and in no event shall such disruption constitute constructive eviction or entitle Tenant to abatement of rent or other charges. If Landlord pays any utility or other bills for Tenant relating to the Premises, Tenant shall reimburse Landlord upon demand therefor, and if Landlord pays any such bills which are not separately metered, Tenant will pay to Landlord the cost of such bill, such amount to be determined in Landlord's sole discretion, upon demand therefor.

(b) Intentionally omitted

(c) Taxes. During the Term, Tenant shall be solely responsible for paying all taxes associated with or assessed against Tenant's furniture, fixtures, equipment, or other personal property located at the Premises. Tenant shall pay, as additional Rent, of the Taxes on the Premises. Notwithstanding anything to the contrary contained herein, "Taxes" means all federal, state, local, government, real and personal ad valorem property taxes, special district and special service area taxes, charges, assessments and any other

WITNESS our hands and seals as of the date first written above.

LANDLORD:
MM CK AL MANAGEMENT, LLC

DocuSigned by:
By: Scott A. Moon (seal)
Name: ~~Scott A. Moon~~ Scott A. Moon
Title: Manager

TENANT:
GAZELLE MART LLC

DocuSigned by:
By: Mounir Ben Fredj (seal)
Name: ~~Mounir Ben Fredj~~ Mounir Ben Fredj
Title: Member
Email: bfmounir@hotmail.com

DocuSign Envelope ID: CDF604CC-6D7F-4A16-BFAB-CD32B7B29815

EXHIBIT "A"

LEGAL DESCRIPTION

1. 4362 Government Blvd, Mobile, AL 36695

LOT B, ACCORDING TO THE PLAT OF THE SKYLAND PARK ADDITION, AS RECORDED IN INSTRUMENT 2020071893, IN THE PROBATE OFFICE OF MOBILE COUNTY, ALABAMA.

THE ABOVE DESCRIBED PARCEL OF LAND IS THE SAME LAND AS DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER 6064R-21 BEARING AN EFFECTIVE DATE OF MARCH 4, 2021.

2. 303 South Highway. 31, Bay Minette, AL 36507

The Land is described as follows:
GF#8000362100220

Part of Lots 1 and 14 of Block 5 and part of Block 6 of Wilkins' Addition to Bay Minette, Alabama as recorded in Map Book 5 at page 46 in the Probate Office of Baldwin County, Alabama, also being located in the Northeast quarter of the Southwest quarter and the Northwest quarter of the Southwest quarter of Section 16, Township 2 South, Range 3 East of said county and being more fully described as follows:

Commence at the Northwest corner of the South half of said Northeast quarter of the Southwest quarter (as taken from deed recorded in Real Property Book 441 at page 1193 in the Probate Office of said county); thence run North 00°34'00" West 66. 72 feet to a 1/2" capped rebar found at the POINT OF BEGINNING; thence run North 74°03'39" East 9.01 feet to a 1/2" capped rebar found; thence run South 09°39'22" East 35.22 feet to a 1/2" capped rebar found; thence run North 84°49'25" East 150.13 feet to a capped rebar found; thence run South 00°07'38" West 50.70 feet to a crimped pipe found on the North boundary of Lot 1 of Re-Subdivision of Lots Numbers 1 through 20 and Lots Numbers 25 through 40 of the Westlawn Subdivision to the Town of Bay Minette as recorded in the Probate Office of said county in Map Book 5 at page 203; thence run North 89°51'02" West along said North boundary 39.25 feet to a 3/4" iron pipe found at the Northwest corner of said Lot 1; thence run South 00°39'07" East along the West boundary of said Lot 1 119 .99 feet to a 3/4" iron pipe found at the Southwest corner of said Lot 1; thence run South 89°36'03" West 175.64 feet to a 1/2" rebar found on the East right-of-way of U.S. Highway 31, said right-of-way being measured 80 feet from the centerline; thence run North 18°31'47" West along said right of way 174.28 feet to a PK nail found; thence run North 76°27'56" East 107.92 feet to the POINT OF BEGINNING as shown on plat entitled "ALT A/ ACSM Land Title Survey, Pantry Store #1564, (Herndon Oil #127), 43303 Highway 31 South, By Minette, Alabama", prepared by Herndon, Hicks & Associates, Inc., Professional Land Surveyors and dated May 15, 2009.

THE ABOVE DESCRIBED PARCEL OF LAND IS THE SAME LAND AS DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER 6065R-21 BEARING AN EFFECTIVE DATE OF MARCH 4, 2021.

ParcelNo	NAME1	NAME2	Address1	Address2	CITY	STATE	ZIP
33 01 11 3 002 003.XXX	GESSERT MATTHIAS & MINJIA ZHANG		7715 10 TH PL NE		LAKE STEVENS	WA	98258-3205
33 01 11 3 002 004.XXX	JORDAN MERWE & BARBARA M	C/O JOHNSON TRAVIS EUGENE II	4354 ANTARES LN		MOBILE	AL	36693-4610
33 01 11 3 002 005.XXX	FLYNN ROBERT PATRICK JR & HEATHER FONTENOT		4358 ANTARES LN		MOBILE	AL	36693-4610
33 01 11 3 002 006.XXX	MENDELSON BEVERLY J	REVOCABLE LIVING TRUST OF	PO BOX 16473		MOBILE	AL	36616-0473
33 01 11 3 002 007.XXX	HARTZES EVANS T & ANNA		414 POTTERS MILL AVE		DAPHNE	AL	36526
33 01 11 3 002 008.XXX	MOOSECAT LLC		2458 DOYLE ST		MOBILE	AL	36605-3412
33 01 11 3 002 009.XXX	EVANS DARREL & TAMEKA LITTLE	C/O EVANS DARREL & TAMEKA LITTLE	3201 DEMETROPOLIS RD		MOBILE	AL	36693-4635
33 01 11 3 002 010.XXX	MILLS ELSIE CLAIR		3163 DEMETROPOLIS RD		MOBILE	AL	36693-4633
33 01 11 3 002 011.XXX	MIRANDA-RANGEL LEONARDO		3157 DEMETROPOLIS RD		MOBILE	AL	36693-4633
33 01 11 3 002 014.XXX	ANDERSON LESLEY & JAQUAY JACK		4379 ANTARES LN		MOBILE	AL	36693-4611
33 01 11 3 002 015.XXX	HILBURN GARY & CYNTHIA		4375 ANTARES LANE		MOBILE	AL	36693
33 01 11 3 002 016.XXX	WATSON JEFF THOMAS JR		3751 CLARIDGE RD N		MOBILE	AL	36608-1712
33 01 11 3 002 017.XXX	WARD WARREN E & DEBORAH W		4367 ANTARES LANE		MOBILE	AL	36693
33 01 11 3 002 018.XXX	STEEN JOHN W		4363 ANTARES LN		MOBILE	AL	36693-4611
33 01 11 3 001 019.XXX	RICH CLYDE L & BETTY		4304 HIGHWAY 90 DR		MOBILE	AL	36693
33 01 11 3 002 019.XXX	HO NGOC MIEN VU & MINH TIEN HUONG VU		1808 GWIN CT		MOBILE	AL	36695-6034
33 01 11 3 001 020.XXX	COSTELL NEVA M	C/O ANTHONY COSTELL	4308 GOVERNMENT BLVD		MOBILE	AL	36693
33 01 11 3 002 020.XXX	PLASH JAMES D & CAROLYN B		4355 ANTARES LANE		MOBILE	AL	36609
33 01 11 3 001 021.XXX	HALL CALEB A & KENYA HALL		1457 POLARIS DR		MOBILE	AL	36693-4652
33 01 11 3 002 021.XXX	FOWLER CORTEZ E & JOANN S		PO BOX 6842		MOBILE	AL	36660
33 01 11 3 001 022.XXX	HARRIS WILLIAM PHILLIP & JANE G	FORMANEK	1451 POLARIS DR		MOBILE	AL	36693
33 01 11 3 002 022.XXX	FOWLER CORTEZ E SR REVOCABLE LIVING TRUST OF 08/10/2009		2928 N MCVAY DR		MOBILE	AL	36606
33 01 11 3 001 023.XXX	CONNER JOSHUA & CANDICE MARLEY-CONNER		4305 REGULUS DR		MOBILE	AL	36693
33 01 11 3 002 023.XXX	BRYANT CLARENCE L & BEVERLY R BRYANT		8305 LAKE LOUISE DR E		THEODORE	AL	36582-5083
33 01 11 3 002 023.001	FOWLER CORTEZ E SR & JOANN S		PO BOX 6842		MOBILE	AL	36660
33 01 11 3 002 024.XXX	MM CK AL PROPERTIES LLC		PO BOX 1565		LAWRENCEVILLE	GA	30046-1565
33 01 11 3 002 025.XXX	DICKENS JOYCE E	C/O RODNEY G BARNETT	4374 GOVERNMENT BLVD		MOBILE	AL	36693-4804
33 01 11 3 002 025.001	DICKENS JOYCE E		4374 GOVERNMENT BLVD		MOBILE	AL	36693-4804
33 01 11 3 002 026.XXX	SHREEDHAR INC		4384 GOVERNMENT BLVD		MOBILE	AL	36693-4804
33 01 11 3 001 027.XXX	LEWIS LOIS B		P O BOX 2021		MOBILE	AL	36652
33 01 11 3 002 027.XXX	SHREEDHAR INC		4384 GOVERNMENT BLVD		MOBILE	AL	36693-4804
33 01 11 3 001 028.XXX	MITCHELL WENDELL TODD		4308 REGULUS DR		MOBILE	AL	36693-4539
33 01 11 3 002 028.XXX	CITY OF GRACE MOBILE ALABAMA		4400 GOVERNMENT BLVD		MOBILE	AL	36693-4821
33 01 11 3 001 029.XXX	HEDGEMON JEFFREY D & LOLITA J HEDGEMON		1437 POLARIS DR		MOBILE	AL	36693
33 01 11 3 002 041.XXX	CARPENTER JAMES M LIFE ESTATE		3255 DEMETROPOLIS RD		MOBILE	AL	36693-4670
33 01 11 3 002 051.XXX	LOCAL 119 OF THE UNITED ASSOCIATION OF JOURNEYMEN	PLUMBERS AND STEAMFITTERS OF MOBILE ALABAMA	2458 OLD SHELL RD		MOBILE	AL	36607-3020
33 01 11 3 002 052.XXX	OLENSKY FABIAN		28 S ROYAL ST		MOBILE	AL	36602-3202
33 01 11 3 002 053.XXX	HUMPHREY VERNON O JR & VICKIE		4401 GOVERNMENT BLVD		MOBILE	AL	36693-4822
33 01 11 3 002 054.XXX	BAKER JAMES MICHAEL & PATTY ANN BAKER		4367 GOVERNMENT BLVD		MOBILE	AL	36693
33 01 11 3 002 055.XXX	BROACH ROBERT I JR		4363 GOVERNMENT BLVD		MOBILE	AL	36693-4820
33 01 11 3 002 056.XXX	PRINGLE LARRY GRAY		4359 GOVERNMENT BLVD		MOBILE	AL	36693-4820
33 01 11 3 002 057.XXX	REYNOLDS BAMBI L & MILTON L MORROW		4355 GOVERNMENT BLVD		MOBILE	AL	36693

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

GAZELLE MART LLC

Trade Name (DBA)

MOBILE GAZELLE MART

Location Address

4362 GOVERNMENT BLVD MOBILE AL 36693

Application Number

2023 - 5598

Post Date

October 17, 2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

October 24, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231016144102245

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** **County:**

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** **County:**

Trade Name: MOBILE GAZELLE MART **Filing Fee:**

Applicant: GAZELLE MART LLC **Transfer Fee:** $100.00

Location Address: 4362 GOVERNMENT BLVD MOBILE, AL 36693

Mailing Address: 181 W VALLEY AVE STE 245 459 BIRMINGHAM, AL 35209

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-086-051

Do you sell Draft Beer?:

Date Incorporated: 06/23/2023 **State incorporated:** AL **County Incorporated:** JEFFERSON

Date of Authority: 06/23/2023

Federal Tax ID: 93-2042536 **Alabama State Sales Tax ID:** R011859577

Name:	Title:	Date and Place of Birth:	Residence Address:
MOUNIR BEN FREDJ	MEMBER		
MOHAMED ALI BEHI	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: MOUNIR BEN FREDJ
Business Phone: 901-301-9305
Fax:

Home Phone: 901-301-9305
Cell Phone: 901-301-9305
E-mail: GAZELLEMARTLLC@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: AFASH FOOD MART
Applicant: AFASH FOOD MART INC

Previous License Number(s)
License 1: 050-011916849
License 2: 070-011916849

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231016144102245

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: MM CK AL MANAGEMENT LLC 214-531-9418
What is lessors primary business? PROPERTY RENTALS
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? 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: 2500 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231016144102245

Initial each	Signature page
MAB	In reference to law violations, I attest to the truthfulness of the responses given within the application.
MAB	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
MAB	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.
MAB	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
MAB	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.
MAB	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.
MAB	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): MOHAMED ALI BGHI

Signature of Applicant:

Notary Name (print): SANDY DURHAM

Notary Signature: SANDY DURHAM NOTARY PUBLIC ALABAMA - STATE AT LARGE My Commission Expires Sept. 17, 2025

Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember Gina Gregory - District 7

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

10/24/2023

Funding Source

Project # 401 Claude Harris Drive - ME-080-20 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 401 Claude Harris Drive	Cover Memo	10/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	10/18/2023 - 11:22 AM
City Clerk	Gauthier, Lana	Approved	10/18/2023 - 4:06 PM

RESOLUTION

Sponsored by: Gina Gregory – District 7

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 **401 CLAUDE HARRIS DRIVE** 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, 5, 7 and 8;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **401 CLAUDE HARRIS DRIVE** described as:

LOT 12 CADILLAC PARK SUB MBK 13/89 #SEC 18 T4S R2W #MP28 04 18 1 001

Parcel Number: 28 04 18 1 001 082

Last Assessed to: LOFTON ROBERT JR, PATRICIA GAIL LOFTO

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 16, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 24, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **401 CLAUDE HARRIS DRIVE.** OWNED BY OR MAY HAVE AN INTEREST: **LOFTON ROBERT JR, PATRICIA GAIL LOFTO** 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: 28 04 18 1 001 082
COUNCIL DISTRICT 7 – GINA GREGORY
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

401 CLAUDE HARRIS DR

Property Details

PARCEL KEYX	00494012	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	7
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	~~N~~ Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	~~N~~ Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-04	COMMENTS	

Property Score

SCORE ~~25~~ 61

SCORE DISCRIPTION ~~Stabilize~~ Demolition

Notes

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 08/30/2023

Property Address: 401 Claude Harris Drive **District No:** 7

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

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

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

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

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

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

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

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

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

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

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

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

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

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

POSTED
KEEP OUT
OCT 16 2023

OCT 16 2023

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Alabama
2AR6806
OCT 16 2023

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OCT 16 2023

Affidavit of Mailed Notice

October 16, 2023

State of Alabama
County of Mobile

Subject Property – 401 Caude Harris Drive.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Robert Lofton, Jr. and
Patricia Gail Lofton
2275 Spring Grove East
Mobile, AL 36695-5319

September 6, 2023

RE: **401 Claude Harris Drive**
Project Number: ME-080-20

Dear Robert Lofton, Jr. and Patricia Gail Lofton:

On August 30, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 401 Claude Harris Drive.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 12 CADILLAC PARK SUB MBK 13/89 #SEC 18 T4S R2W #MP28 04 18 1 001

Parcel Number: 28 04 18 1 001 082

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **October 21, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 21, 2023,** provide the Code Official with a work plan to accomplish the repairs by **October 21, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **October 21, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on October 24, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished/removal of debris

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 401 Claude Harris Drive Date: August 7, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 1, 2023

Per the Title Report, the owners are: Robert Lofton, Jr. and Patricia Gail Lofton and Roderick O. Lofton

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Robert Lofton, Jr. and Patricia Gail Lofton 2275 Spring Grove E Mobile AL 36695-5319	Owners with Life Estate Phone number 251-408-1729
2	Patricia Gail Lofton PO Box 10250 Prichard AL 36610-0250	Owners with Life Estate Phone number 251-458-1122 Phone number 251-342-3405 Phone number 251-405-0221
3	Roderick O. Lofton 338 Brown Thrush Rd. Savannah GA 31419-6091	Remainderman of Life Estate on Deed / alternate address Phone number 770-584-5491
4	Roderick O. Lofton 104 Oakcrest Dr. W. Savannah GA 31405-8158	Remainderman of Life Estate on Deed / alternate address
5	Owner 401 Claude Harris Dr Mobile AL 36608-4607	Subject Address

TAX STATUS: 2022 PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens filed by the City of Mobile vs. Robert Lofton, Jr. and Patricia Gail Lofton, recorded 8/26/20, inst. # 2020051858.

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

10/24/2023

Funding Source

Project # 1907 St. Monica Drive - ME-116-20 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1907 St. Monica Drive	Cover Memo	10/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	10/18/2023 - 11:11 AM
City Clerk	Gauthier, Lana	Approved	10/18/2023 - 4:09 PM

RESOLUTION

Sponsored by: C. J. 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 **1907 ST MONICA DRIVE** 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, 5, 7, 8 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1907 ST MONICA DRIVE** described as:

LOT 10, 1ST UNIT OF STEINWO OD MBK 5 P 444 #SEC 33 T4S R1W #MP29 11 33 3 000

Parcel Number: 29 11 33 3 000 019

Last Assessed to: WHIGHAM JOSEPH & VERA M

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 16, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 24, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1907 ST MONICA DRIVE.** OWNED BY OR MAY HAVE AN INTEREST: **WHIGHAM JOSEPH & VERA M** 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 11 33 3 000 019
COUNCIL DISTRICT 3 – C. J. SMALL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2020

Report Date: Wednesday, June 3, 2020

Property Address

1907 ST MONICA DR

Property Details

PARCEL KEYX	00962015	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS		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	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	N
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	Y
SURVEY DATE	2020-02-14	COMMENTS	

Property Score

SCORE	60	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☐

APPROVAL DATE 9/14/2020

Voted 5-0 Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 08/30/2023

Property Address: 1907 St. Monica Drive **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 that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

OCT 17 2023

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1907
NOTICE
OCT 17 2023

OCT 17 2023

OCT 17 2023

OCT 17 2023

OCT 17 2023

OCT 17 2023

OCT 17 2023

Affidavit of Mailed Notice

October 16, 2023

State of Alabama
County of Mobile

Subject Property – 1907 St. Monica Drive.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Vera M. Whigham
6700 Wall Street, Apt. 4K
Mobile, AL 36695-4508

September 6, 2023

RE: **1907 St. Monica Drive**
Project Number: ME-116-20

Dear Vera M. Whigham:

On August 30, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1907 St. Monica Drive.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 10, 1ST UNIT OF STEINWO OD MBK 5 P 444 #SEC 33 T4S R1W #MP29 11 33 3 000

Parcel Number: 29 11 33 3 000 019

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **October 21, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 21, 2023,** provide the Code Official with a work plan to accomplish the repairs by **October 21, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **October 21, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on October 24, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished/removal of debris

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1907 Saint Monica Drive Date: July 26, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 26, 2023

Per the Title Report, the owners are: Vera M. Whigham (by survivorship - Joseph A Whigham, Sr. DOD: 12/13/2015)

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Vera M. Whigham 6700 Wall St., Apt. 4K Mobile, AL 36695-4508	Owner
2	Vera M. Whigham 1907 Saint Monica Dr. Mobile, AL 36605-3248	Owner / Subject Property
3	Joseph & Dorothy Whigham 2817 Banks Ave., Unit 2 Mobile, AL 36617-6202	Possible relatives to Owner
4	Allen L. Whigham 1084 Pleasant St. 2 Attleboro, MA 02703-2537	Possible relative to Owner

TAX STATUS: 2022 TAX LIEN

5	Michael Watts 1211 Gorgas St Mobile AL 36605-4752	2022 Tax lien holder

Parties with recorded liens per Title Report: None

Open Mortgages: None.

Lis Pendens

Lis Pendens filed by the City of Mobile vs. Joseph & Vera M. Whigham, recorded 11/16/20, inst. # 2020070039.

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demoliton/Removal of Trash and Debris

Amount of Contract:

N/A

Effective Date of Contract:

10/24/2023

Funding Source

Project # 1957 Pleasant Avenue - ME-175-19 **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
Demolition - 1957 Pleasant Avenue	Cover Memo	10/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	10/18/2023 - 11:17 AM
City Clerk	Gauthier, Lana	Approved	10/18/2023 - 4:11 PM

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1957 PLEASANT 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, 5, 6, 7, 8 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1957 PLEASANT AVENUE** described as:

TO FIND THE POB, BEG AT SE COR OF STATON RD & PLEASANT AVE RUN N 71 DEG 18 MIN 50 SEC E ALG THE S/L OF PLEASANT AVE A DIS 1491.44 FT TO AN IRON MARKER FOR POB TH RUN S 18 DEG 41 MIN 10 SEC E A DIS OF 125 FT TH N 71 DEG 18 MIN 50 SEC E A DIS OF 69.92 FT TH N 18 DEG 20 MIN 20 SEC W DIS OF 125 FT TO S/L OF PLEASANT AVE TH S 71 DEG 18 MIN 50 SEC W ALG S/L OF PLEASANT AVE DIS OF 70.67 FT TO POB #SEC 42 T4S R1W #MP29 07 42 0 004

Parcel Number: 29 07 42 0 004 309

Last Assessed to: THOMAS ARTHUR

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/removal of trash and debris*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this

resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 16, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 24, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1957 PLEASANT AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **THOMAS ARTHUR** 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 07 42 0 004 309
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2019

Report Date - 5/22/2019 6:47:29 PM

Property Address

1957 PLEASANT AVE

Property Details			
Parcel Keyx	00835895	Local Historic Registry	
Status	Scored	National Historic Registry	
Blight Zone		Council District	1
Structure Type	RESIDENTIAL	Flood Zone 2018/2019	/

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	Y
Survey Date	2/1/2019 12:00:00 AM	Comments	

Property Score			
Score	80	Score Description	Demo

I/C

ME-001405-2019

ME-175-19

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 08/30/2023

Property Address: 1957 Pleasant Avenue (Remove trash and debris) **District No:** 1

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

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

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

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

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

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

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

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

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

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

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

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

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

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

OCT 17 2023

OCT 17 2023

OCT 17 2023

OCT 17 2023

OCT 17 2023

Affidavit of Mailed Notice

October 16, 2023

State of Alabama
County of Mobile

Subject Property – 1957 Pleasant Avenue.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **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 confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Arthur Thomas
909 Kenny Street
Mobile, AL 36606

September 6, 2023

RE: **1957 Pleasant Avenue**
Project Number: ME-175-19

Dear Arthur Thomas:

On August 30, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1957 Pleasant Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

TO FIND THE POB, BEG AT SE COR OF STATON RD & PLEASANT AVE RUN N 71 DEG 18 MIN 50 SEC E ALG THE S/L OF PLEASANT AVE A DIS 1491.44 FT TO AN IRON MARKER FOR POB TH RUN S 18 DEG 41 MIN 10 SEC E A DIS OF 125 FT TH N 71 DEG 18 MIN 50 SEC E A DIS OF 69.92 FT TH N 18 DEG 20 MIN 20 SEC W DIS OF 125 FT TO S/L OF PLEASANT AVE TH S 71 DEG 18 MIN 50 SEC W ALG S/L OF PLEASANT AVE DIS OF 70.67 FT TO POB #SEC 42 T4S R1W #MP29 07 42 0 004

Parcel Number: 29 07 42 0 004 309

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **October 21, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 21, 2023,** provide the Code Official with a work plan to accomplish the repairs by **October 21, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **October 21, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on October 24, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished/removal of debris

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1957 Pleasant Ave. Date: July 24, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 18, 2023

Per the Title Report, the owner is: Arthur Thomas

Notes: The tax lien holders addresses were retrieved from the Mobile County Revenue Commission.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Arthur Thomas 909 Kenny St. Mobile, AL 36606	Owner Phone number 251-581-2089 Phone number 251-476-5598 Phone number 251-476-6335
2	Arthur Thomas 1957 Pleasant Ave. Mobile, AL 36617	Owner / Subject Property

TAX STATUS: 2021 & 2022 Tax Liens

3	Kennycourt, LLC 2552 Courtney St Mobile AL 36606	2021 Tax Lien
4	Brianna Pettaway 2718 Moot Ave Mobile AL 36606-2111	2022 Tax Lien

Parties with recorded liens per Title Report:

Weed lien – City of mobile vs Arthur Thomas recorded 1/7/2022 instrument number 2022001217

Open Mortgages: NONE

Lis Pendens

Lis Pendens filed by the City of Mobile vs. Arthur Thomas, recorded in Mo. Co. Probate Ct. on 8/20/19, instrument # 2019048573.

Lis Pendens filed by the City of Mobile vs. Arthur Thomas, recorded in Mo. Co. Probate Ct. on 1/7/2022, instrument # 2022001217.

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/19/2023 - 4:23 PM

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, THAT the basketball court on Dr. Martin Luther King, Jr. be named the “L. C. Manzie Basketball Court”.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilman Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with honoring deserving businesses within the community and surrounding areas, as well as helping The Grind's mission of expanding entrepreneurship and financial education literacy

Amount of Contract:

$1,500

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 - THE GRIND SMALL BUSINESS DEVELOPMENT CENTER, LLC	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/19/2023 - 12:12 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, Councilmember Penn wishes to appropriate $1,500.00 to The Grind Small Business Development Center, LLC, from his discretionary funds; and

WHEREAS, The Grind Small Business Development Center, LLC, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to The Grind Small Business Development Center, LLC, will be used to assist with honoring deserving businesses within the community and surrounding areas, as well as helping The Grind's mission of expanding entrepreneurship and financial education literacy, will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of $1,500.00 to The Grind Small Business Development Center, 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:10/24/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with providing turkeys and/or chicken to 300-500 households in the Trinity Gardens Community

Amount of Contract:

$2,000.00

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 - TRINITY GARDENS COMMUNITY CIVIC CLUB	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/19/2023 - 12:47 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, Councilmember Penn wishes to appropriate **$2,000.00** to Trinity Gardens Community Civic Club, from his discretionary funds; and

WHEREAS, Trinity Gardens Community Civic Club, 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 Trinity Gardens Community Civic Club, will be used to assist with providing turkeys and/or chicken to 300-500 households in the Trinity Gardens Community, 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 **$2,000.00** to Trinity Gardens Community Civic Club, 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:

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City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember CJ Small

Purpose and Scope of Project:

Funds will be used to assist with the festival's expenses, tables, chairs, food, beverages, music, and children's activities.

Amount of Contract:

$3,000.00

Funding Source

Project # DSC-03/10041020-42080 **Discretionary Funds** DSC-03

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - REVITALIZEDIP	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/19/2023 - 12:05 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember CJ Small

WHEREAS, Councilmember Small wishes to appropriate **$3,000.00** to Revitalizedip, from his discretionary funds; and

WHEREAS, Revitalizedip, 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 Revitalizedip, will be used to assist with the festival's expenses, tables, chairs, food, beverages, music, and children's activities, 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 Revitalizedip 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:10/24/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember CJ Small

Purpose and Scope of Project:

Funds will be used to assist with and support the important community resources in place such as housing needs, utility assistance, food pantries, and shelter services

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 - UNITED WAY OF SOUTHWEST ALABAMA, INC.	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/19/2023 - 12:38 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember CJ Small

WHEREAS, Councilmember Small wishes to appropriate **$1,000,** to the United Way of Southwest Alabama, Inc., from his discretionary funds; and

WHEREAS, United Way of Southwest Alabama, 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 Way of Southwest Alabama, Inc., will be used to assist with and support the important community resources in place such as housing needs, utility assistance, food pantries, and shelter services, 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** United Way of Southwest Alabama, 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:10/24/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Small, Councilmember Gregory

Purpose and Scope of Project:

Funds will be used to assist with the 2023 Annual Luncheon

Amount of Contract:

$3,000.00

Funding Source

Project # DSC-03/10041020-42080; DSC-07/10041020-42080

Discretionary Funds DSC-03; DSC-07

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - MOBILE LAW ENFORCEMENT FOUNDATION, INC	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/19/2023 - 12:44 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember CJ Small
Councilmember Gina Gregory

WHEREAS, Councilmember Small wishes to appropriate **$1,500.00;** Councilmember Gregory wishes to appropriate **$1,500.00** (**Total $3,000**) to Mobile Law Enforcement Foundation, Inc., from their discretionary funds; and

WHEREAS, Mobile Law Enforcement Foundation, Inc., is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile Law Enforcement Foundation, Inc., will be used to assist with the 2023 Annual Luncheon, 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 Mobile Law Enforcement Foundation, 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:10/24/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilman Ben Reynolds

Purpose and Scope of Project:

Funds will be used to assist with the purchase of a historical marker.

Amount of Contract:

$5,000

Funding Source

Project # DSC-04/10041020-42080 **Discretionary Funds** DSC-04

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - EBENEZER BAPTIST CHURCH OF COTTAGE HILL	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/19/2023 - 12:08 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Ben Reynolds

WHEREAS, Councilmember Reynolds wishes to appropriate **$5,000.00** to Ebenezer Baptist Church of Cottage Hill, from his discretionary funds; and

WHEREAS, Ebenezer Baptist Church of Cottage Hill, 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 Ebenezer Baptist Church of Cottage Hill, will be used to assist with the purchase of a historical marker, 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 **$5,000.00** to Ebenezer Baptist Church of Cottage Hill, 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:10/24/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Gina Gregory

Purpose and Scope of Project:

Funds will be used to assist with the cost of the installation of a new roof and any associated permits that will be needed for contractors regarding the re-establishment and enhancement of the organization.

Amount of Contract:

$5,000.00

Funding Source

Project # DSC-07/10041020-42080	**Discretionary Funds** DSC-07
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTIONS - COUNTRY CLUB VILLAGE CIVIC ASSOCIATION	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/19/2023 - 12:22 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **$5,000.00** to Country Club Village Civic Association, from her discretionary funds*; and

WHEREAS, Country Club Village Civic Association., is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Country Club Village Civic Association., will be used to assist with the cost of the installation of a new roof and any associated permits that will be needed for contractors regarding the re-establishment and enhancement of the organization, 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 **$5,000.00** to Country Club Village Civic Association., for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Councilmember Ben Reynolds

Purpose and Scope of Project:
Funds will be used to assist with the 2023 Alabama Pecan Festival on November 3-5, 2023

Amount of Contract:
$2,500

Funding Source

Project # DSC-04/10041020-42080 **Discretionary Funds** DSC-04

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - THE ALABAMA PECAN FESTIVAL, INC	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/19/2023 - 12:50 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Ben Reynolds

WHEREAS, Councilmember Reynolds wishes to appropriate **$2,500.00** to The Alabama Pecan Festival, Inc., from his discretionary funds; and

WHEREAS, The Alabama Pecan Festival, Inc., is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to The Alabama Pecan Festival, Inc., will be used to assist with the 2023 Alabama Pecan Festival on November 3-5, 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 **$2,500.00** to The Alabama Pecan Festival, 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:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/24/2023 - 9:47 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Wheeler	Cover Memo	10/24/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/24/2023 - 9:48 AM

03-1200 **2023**

R E S O L U T I O N

Sponsored by: Councilmember Josh Woods

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Freddy Wheeler to the Solid Waste Disposal Authority for a term ending October 24, 2029.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Southern Lighting & Traffic Systems for radar traffic detection system for Navco/McVay intersection.
CIP equipment.

Amount of Contract:

$28,000.00

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

ATTACHMENTS:

Description	Type	Upload Date
20231017 Southern Agenda Package POs	Cover Memo	10/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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
571	2024	(2060) TRAFFIC ENGINEERING	RADAR TRAFFIC DETECTION SYSTEM FOR NAVCO/MCVAY INTERSECTION FOR TRAFFIC ENGINEERING (PRICE QUOTES)	$28,000.00	(278464) SOUTHERN LIGHTING & BTRAFFIC SYSTEMS

Adopted:

_____
City Clerk

Bill To	Requisition 00000571-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/23	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE 7755			
	THIS IS THE CITY STANDARD FOR THE RADAR DETECTION SYSTEM.			
001	EVO-2 NEMA EVO Radar System, 2 sensors/4 Approaches, Stop Bar + Advance includes cabinet hub, radar sensor kit with J-box, SDLC cables, mounts, 500' cable. Navco Road @ McVay Drive Vendor Item	1.00 EACH	28000.00000	28000.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0794 .OPERSUPPLS. .			28000.00

Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

Bill To	Requisition 00000571-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS 113 INDUSTRIAL PARK DRIVE CUMMING, GA 30040 Tel#205-999-1950	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/23	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			

Requisition Link

Requisition Total 28000.00

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

Account			Amount	Remaining Budget
E C0794	.OPERSUPPLS.	.	28000.00	38612.24

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	28000.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	10/16/23	JENNIFER WHITE	
Approved	10/17/23	BRENDA RHODES	
Approved	10/17/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	10/17/23	RELYA MALLORY	Auto approved by: 910511034
Approved	10/17/23	DONALD ROSE	Auto approved by: 910518227
Approved	10/17/23	SANDRA LEWIS	
Approved	10/17/23	STEVEN KRONINGER	Auto approved by: 910518227
Approved	10/17/23	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	10/17/23	JOHN PAINE	Auto approved by: 910518227
Approved	10/17/23	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____

Bill To	Requisition 00000571-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference DIANNA LOVE
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/23	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Kim Carmody, Parks & Recreation Department

Sponsored by:

Mayor Stimpson and Councilmember Small

Purpose and Scope of Project:

Transfer funds in the amount of $500,000.00 from capital project C0657 - CIP Parks-Taylor Parks Improvements to Project G-OGMMATCH Grant Match Holding Account to be used as the match if awarded the Land and Water Conservation Fund grant being submitted to the Alabama Department of Economic and Community Affairs (ADECA).

Funding Source

Project # Transfer from C0657 CIP Parks - Taylor Park Improvements	**Discretionary Funds**
Project String Transfer to G-OGMMATCH - Grant Match Holding Account	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Email Confirmation for Departmental Approval	Backup Material	10/19/2023
Email Approval from J. Washington	Backup Material	10/19/2023
Joint Budget Transfer Request Form	Backup Material	10/19/2023
Resolution	Resolution Letter	10/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	10/19/2023 - 11:52 AM

Legal	Kern, Chris	Approved	10/19/2023 - 1:04 PM
Legal	Kern, Chris	Approved	10/19/2023 - 1:04 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:39 PM

Threadgill, Randy

From: McIntyre, Shannon
Sent: Wednesday, October 18, 2023 3:46 PM
To: Threadgill, Randy; Carmody, Kim; Washington, Jasmine
Cc: Tippery, Kelsi; Marshall, Travis; Angle, Laura
Subject: RE: LWCF Grant/ CIP Used as Match

Yes that is correct, but we need a letter from Jasmine before initiating the transfer. I just spoke to her and she is working on it.

Thank you,

Shannon McIntyre

Capital Improvement Project Manager

City of Mobile
Architectural Engineering Department
P.O. Box 1827, Mobile, AL 36633
shannon.mcintyre@cityofmobile.org
cell: 251-508-7752

From: Threadgill, Randy <randy.threadgill@cityofmobile.org>
Sent: Wednesday, October 18, 2023 2:23 PM
To: Carmody, Kim <kim.carmody@cityofmobile.org>; Washington, Jasmine <jasmine.washington@cityofmobile.org>
Cc: Tippery, Kelsi <kelsi.tippery@cityofmobile.org>; Marshall, Travis <travis.marshall@cityofmobile.org>; Angle, Laura <laura.angle@cityofmobile.org>; McIntyre, Shannon <shannon.mcintyre@cityofmobile.org>
Subject: RE: LWCF Grant/ CIP Used as Match

If you want to maximize the funding from the feds you would need to ask for $500,000 in match to be transferred to the grant fund to be eligible for the $500,000 in federal funding. Also would you confirm that that full match is coming from C0657 that currently has $555,000 available? If you are changing funding sources, please identify where the total match would be coming from.

Randy Threadgill
Deputy Comptroller
Office of Grants Management
City of Mobile
Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456

From: Carmody, Kim <kim.carmody@cityofmobile.org>
Sent: Wednesday, October 18, 2023 2:19 PM
To: Threadgill, Randy <randy.threadgill@cityofmobile.org>; Washington, Jasmine <jasmine.washington@cityofmobile.org>
Cc: Tippery, Kelsi <kelsi.tippery@cityofmobile.org>; Marshall, Travis <travis.marshall@cityofmobile.org>; Angle, Laura <laura.angle@cityofmobile.org>; McIntyre, Shannon <shannon.mcintyre@cityofmobile.org>
Subject: Re: LWCF Grant/ CIP Used as Match

Just so I am clear you need an email from me approving the use of funds for Taylor Pak and approval of the transferring of funds from CIP funds in the amount of either $250,000 or $500,000?

Kim Carmody
Parks and Recreation Director

City of Mobile
48 N. Sage Avenur
Mobile, Alabama 36607
Telephone (251)208-1559
Email: kim.carmody@cityofmobile.org
https://mprd.recdesk.com/community/home
www.cityofmobile.org

"Creating One Mobile: A Unified City That is Safer, More Business and Family Friendly"

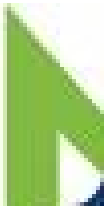
From: Threadgill, Randy <randy.threadgill@cityofmobile.org>
Sent: Wednesday, October 18, 2023 2:04 PM
To: Carmody, Kim <kim.carmody@cityofmobile.org>; Washington, Jasmine <jasmine.washington@cityofmobile.org>
Cc: Tippery, Kelsi <kelsi.tippery@cityofmobile.org>; Marshall, Travis <travis.marshall@cityofmobile.org>; Angle, Laura <laura.angle@cityofmobile.org>
Subject: RE: LWCF Grant/ CIP Used as Match

Following back up on this. Do we know the project value so we can ascertain the total match needed?

I have to have that to get all the necessary approvals and transfer documents prepared.

Randy Threadgill
Deputy Comptroller
Office of Grants Management
City of Mobile

Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456



From: Threadgill, Randy
Sent: Wednesday, October 18, 2023 8:35 AM
To: Carmody, Kim <kim.carmody@cityofmobile.org>; Washington, Jasmine <jasmine.washington@cityofmobile.org>
Cc: Tippery, Kelsi <kelsi.tippery@cityofmobile.org>; Marshall, Travis <travis.marshall@cityofmobile.org>; Angle, Laura <laura.angle@cityofmobile.org>
Subject: FW: LWCF Grant/ CIP Used as Match

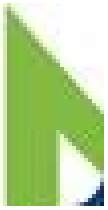
To accomplish our goals, we will need both an approval to use funds from Kim for Taylor Park via email and an approval to transfer CIP funds to a grant account as a match from Jasmine as well as a Joint Budget Transfer Form which I will be preparing.

Now for the fun part, the Notice of Funding Opportunity was very unclear for the opportunity. It described a 50% match with a grant ceiling of $500,000. This could be interpreted about three different ways because of their choice of wording. We have reached out for clarity to ensure that the opportunity is as clear as possible to all involved parties. We now know that the maximum federal contribution to the grant will be $500,000 on a $1,000,000 project. This would in turn require at least $500,000 in local dollars to leverage the full opportunity. So what I need to know from Kim is how much of this are we asking for? Give us a total estimated project and a value of the available CIP money you want to use to match that project. Then Jasmine can approve or deny that requested CIP match. These two approvals will be whats required to push a transfer resolution through tomorrow for next week's agenda.

So lets stay in touch today and we will get this done.

Thanks!

Randy Threadgill
Deputy Comptroller
Office of Grants Management
City of Mobile
Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456



From: Threadgill, Randy
To: Levy, Tiffany
Subject: FW: Grant Match Transfer of Funds
Date: Thursday, October 19, 2023 9:01:09 AM
Attachments: image001.png
image002.png

Randy Threadgill
Deputy Comptroller
Office of Grants Management
City of Mobile
Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456

From: Washington, Jasmine <jasmine.washington@cityofmobile.org>
Sent: Thursday, October 19, 2023 8:59 AM
To: Mallory, Relya <mallory@cityofmobile.org>; Hollins, Tiffany <hollinst@cityofmobile.org>
Cc: Threadgill, Randy <randy.threadgill@cityofmobile.org>; Carmody, Kim <kim.carmody@cityofmobile.org>; Tippery, Kelsi <kelsi.tippery@cityofmobile.org>; Angle, Laura <laura.angle@cityofmobile.org>; McIntyre, Shannon <shannon.mcintyre@cityofmobile.org>; Marshall, Travis <travis.marshall@cityofmobile.org>
Subject: Grant Match Transfer of Funds

Hi Relya & Tiffany,

I am okay with this transfer moving forward as an exception to the typical Penny Sales Tax CIP process. I understand that there will be limited reporting capabilities from the initial capital project, and I am expecting that the reporting will be made available through grant reporting processes.

- $500,000 from District 3 Capital Project C0657 CIP PARKS-TAYLOR PARK IMROVEMENTS to Grant Project G-OGMMATCH Grant Match Holding Account

Thanks so much for your help with this!

Jasmine Washington, CCT, CAPM
CIP Manager
Programs & Project Management

205 Government Street
Suite 222, South Tower
Mobile, Alabama 36633-1827

_____
jasmine.washington@cityofmobile.org
O: (251) 208-7043
M: (251) 348-2404

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM OFFICE OF GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 10/18/23

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: 3

REQUEST: Please transfer $ 500,000.00

FROM CAPITAL PROJECT#: C0657

CAPITAL PROJECT NAME: CIP PARKS-TAYLOR PARK IMPROVEMENTS

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-OGMMATCH

PROJECT NAME: GRANT MATCH HOLDING ACCOUNT.

ACCT PROJECT STRING#: G-OGMMATCH.FROMCIP.DISTRICT 3

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

R E S O L U T I O N

Sponsored by: Mayor Stimpson and Councilmember C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $500,000 be transferred from capital project C0657 (20002000.94070) CIP Parks-Taylor Park Improvements to Project G-OGMMATCH: GRANT MATCH HOLDING ACCOUNT (50005000.93030). These District 3 Capital Improvement funds will be reallocated to support grant match for a Land and Water Conservation Fund grant project for improvements at Taylor Park.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:
Ricardo Woods

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
Resolution to appoint Robert Lasky as the Executive Director of Public Safety

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

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION	Resolution Letter	10/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Rejected	10/19/2023 - 12:30 PM
Legal	Kern, Chris	Approved	10/19/2023 - 12:57 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:35 PM
Legal	Kern, Chris	Approved	10/19/2023 - 12:58 PM

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the appointment by Mayor William S. Stimpson of Robert Lasky, as Executive Director of Public Safety is hereby approved by the City Council of the City of Mobile, Alabama, said appointment and approval having been made pursuant to § 11-44C-38(a) of the Code of Alabama.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:
Ricardo Woods

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
To appoint Johnny Morris as Chief of the Mobile Fire and Rescue Department

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	10/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	10/19/2023 - 12:27 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:35 PM
Legal	Kern, Chris	Approved	10/19/2023 - 12:27 PM

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the appointment by Mayor William S. Stimpson of Johnny Morris as Chief of Mobile Fire and Rescue Department is hereby approved by the City Council of the City of Mobile, Alabama, said appointment and approval having been made pursuant to § 11-44C-38(a) of the Code of Alabama.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to approve and confirm the appointment of Luckett Robinson to the Mobile Airport Authority

Amount of Contract:
n/a

Effective Date of Contract:
10/31/2023

Funding Source

Project # Resolution for Appointment to MAA **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 Appointment to MAA	Resolution Letter	10/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	10/19/2023 - 12:14 PM
Legal	Kern, Chris	Approved	10/19/2023 - 12:21 PM
Mayors			10/19/2023 -

Office	Montgomery, Brandi	Approved	2:48 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor's appointment of Luckett Robinson to fill the unexpired term of James Fowler on the Mobile Airport Authority which expires March 25, 2024, pursuant to Section 11-44C-21(5) of the *Alabama Code*, is hereby approved and confirmed.

ADOPTED:

_____

CITY CLERK

\\Citylawsrv\cycom\WPDocs\D022\P006\00120486.DOC

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to approve and confirm the appointment of Sidney King to the Mobile Housing Authority

Amount of Contract:
n/a

Effective Date of Contract:
10/31/2023

Funding Source

Project # Resolution for Appointment to MHA **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 Appointment to MHA	Resolution Letter	10/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	10/19/2023 - 12:18 PM
Legal	Kern, Chris	Approved	10/19/2023 - 12:21 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:48 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor's appointment of Sidney King to the Mobile Housing Authority, for a term effective October ___, 2023 through October ___, 2028, is hereby approved and confirmed.

ADOPTED:

_____

CITY CLERK

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AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln, Inc, for 26 Ford F150 police package pickup trucks for MPD. Replaces Resolution 08-1018-2023 approved 19Sep2023 order for 32 Tahoe
PPVs for MPD. Fleet Capital.

Amount of Contract:

$1,262,846.00

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

ATTACHMENTS:

Description	Type	Upload Date
20231018 Stivers Agenda Package POs	Cover Memo	10/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:36 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, and to cancel a previous order authorized by Resolution 08-1016-2023 that this order replaces, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
782	2024	(F7000) MOTOR POOL	26 FORD F150 POLICE PACKAGE PICKUP TRUCKS FOR MPD (AL STATE CONTRACT)	$1,262,846.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____

City Clerk

Bill To	Requisition 00000782-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/23	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	FORD F150 RESPONDER SUPERCREW 4X4 PICKUP TRUCK AS SPECIFIED: 3.5L ECOBOOST ENGINE, ELECTRONIC 10 SPEED AUTOMATIC TRANSMISSION, E-LOCKING 3.31 AXLE, SILVER SIX-SPOKE ALUMINUM WHEELS, REMOTE KEYLESS-ENTRY KEY FOB, POLICE GRADE HEAVY DUTY CLOTH, 8 WAY POWER DRIVER SEAT, 26 TRUCKS WHITE IN COLOR PRICE INCLUDES 2 ADDITIONAL REMOTE KEY FOBS AT $340. 00 EACH. TO INCLUDE 18B PLATFORM RUNNING BOARDS AT $255.00 PER UNIT YTO INCLIDE 59E DRIVER LED SPOTLIGHT AT $405.00 PER UNIT. PRICE INCLUDES DELIVERY TO THE CITY OF MOBILE FROM STIVERS IN MONTGOMERY ALABAMA 177 MILES AT $2.00 PER MILE FOR TOTAL OFF $ 344.00 TOTAL AS PER STATE OF ALABAMA CONTRACT T-191 MASTER AGREEMENT MA220000003121-2 Additional Description Notes --- FORD F150 RESPONDER SUPERCREW 4X4 PICKUP TRUCK AS SPECIFIED: 3.5L ECOBOOST ENGINE, ELECTRONIC 10 SPEED AUTOMATIC TRANSMISSION, E-LOCKING 3.31 AXLE, SILVER SIX-SPOKE ALUMINUM WHEELS, REMOTE KEYLESS-ENTRY KEY FOB, POLICE GRADE HEAVY DUTY CLOTH, 8 WAY POWER DRIVER SEAT, 26 OF THE TRUCKS WHITE IN COLOR. REQUESTED BY POLICE DEPT.	26.00 EACH	48571.00000	1262846.00

Bill To	Requisition 00000782-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/23	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			1262846.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 1262846.00

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	1262846.00	438710.93

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	1262846.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00000782-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/23	292393				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/17/23	CHARLES SUMRALL			
	Approved	10/17/23	SHONNDA SMITH			
	Approved	10/17/23	JAMES DELAPP		Auto approved by: 910518244	
	Approved	10/17/23	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	10/17/23	CASI CALLAWAY		Auto approved by: 910518244	
	Approved	10/18/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/18/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/18/23	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/18/23	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/18/23	JOHN PAINE			
	Approved	10/18/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

Print Close

Contract Header

Contract
Ford Law Enforcement T191L

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003121

Linked Solicitation
Ford Law Enforcement T191L - Bid -

Sourcing Number
SRC0000007867

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	8333173566

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/13/2022

End Date
6/13/2024

Documents

- 2023 Order Bank Opening Updates.pdf
- Master_Agreement_ Stivers LE.pdf
- Updated_Ford_L_E-_T191L_All_T___C-__5-23-22 (3).pdf
- Updated Ford L E Lines T191L 8-17-22.pdf
- Updated Ford L E Lines T191L 5-23-22.pdf
- Master_Agreement_V2.pdf

Items

Item Name	Product Code		UOM
Ford Police Interceptor Utility	220000003121-1	38,320.00	Each
Ford F150 Police Responder	220000003121-2	39,429.00	Each
Ford Expedition SSV	220000003121-4	48,445.00	Each
Ford Expedition Max SSV	220000003121-5	51,359.00	Each
Ford Transit PTV	220000003121-6	42,090.00	Each
Ford Law Enforcement Options	220000003121-7	0.00	USD
Delivery	220000003121-8	0.00	USD

Print Close

08-1018 **2023**

RESOLUTION

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
14532	2023	(F7000) MOTOR POOL	32 CHEVROLET TAHOE PPV SUVS FOR MPD (NEGOTIATED PRICE QUOTE; NO BIDS RECEIVED SEALED BID 5840 – AL CODE 41-16-50(B)(4))	$1,600,000.00	(293039) DONOHOO CHEVROLET LLC

Adopted: SEP 19 2023

Lawn Tafenbach-Gaston

ASSISTANT City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order amendment to Stivers Ford Lincoln Inc for 49 Ford F150 Responder Supercrew 4x4 police package pickup trucks for MPD. Change from 2023 to 2024 model year & add light, running bds, to increase unit price by $8,118.00, and PO by $397,782.00.
Fleet Capital.

Amount of Contract:

New PO total $2,379,979.00

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

ATTACHMENTS:

Description	Type	Upload Date
20231012 Amend Stivers Agenda Package POs	Cover Memo	10/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/13/2023 - 10:00 AM

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, an amendment to a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following Purchase Order as indicated below and attached herein:

Purchase Order	Dept	Description	Change Amount	PO Total After Change	Vendor
23014087	(F7000) MOTOR POOL	49 FORD F150 RESPONDER SUPERCREW 4X4 POLICE PACKAGE PICKUP TRUCKS FOR MPD- CHANGE FROM 2023 TO 2024 MODEL YEAR, ADD LIGHT/ RUNNING BOARD ACCESSORIES TO INCREASE UNIT PRICE BY $8,118.00 EACH (AL STATE CONTRACT)	$397,782.00	$2,379,979.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____

City Clerk

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

Purchase Order

Fiscal Year 2023 Page: 1 of: 1

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

Purchase Order # 23014087-01

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

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

VENDOR
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD
MONTGOMERY, AL 36116

SHIP TO
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
334-613-5000	334-613-5018	JOHN PAINE	TRAVESIA AGEE - MOTOR POOL

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
09/19/2023	292393			MOTOR POOL

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	FORD F150 RESPONDER 4X4 SUPERCREW P/U T-191				
1	FORD F150 RESPONDER SUPERCREW 4X4 PICKUP TRUCK AS SPECIFIED: 3.5L ECOBOOST ENGINE, ELECTRONIC 10 SPEED AUTOMATIC TRANSMISSION, E-LOCKING 3.31 AXLE, SILVER SIX-SPOKE ALUMINUM WHEELS, REMOTE KEYLESS-ENTRY KEY FOB, POLICE GRADE HEAVY DUTY CLOTH, 8 WAY POWER DRIVER SEAT, 17 OF THE TRUCKS BLACK IN COLOR, 32 OF THE TRUCKS WHITE IN COLOR PRICE INCLUDES 2 ADDITIONAL REMOTE KEY FOBS AT $340.00 EACH. TO INCLUDE 18B PLATFORM RUNNING BOARDS AT $ 255.00 PER UNIT TO INCLUDE 59E DRIVER LED SPOTLIGHT AT $ 405.00 PER UNIT PRICE INCLUDES DELIVERY TO THE CITY OF MOBILE FROM STIVERS IN MONTGOMERY ALABAMA 177 MILES AT $2.00 PER MILE FOR TOTAL OFF $ 344.00 TOTAL AS PER STATE OF ALABAMA CONTRACT T-191 MASTER AGREEMENT MA220000003121-2 17 OF THE TRUCKS BLACK IN COLOR, 32 OF THE TRUCKS WHITE IN COLOR	49.0	EACH	$48,571.00	$2,379,979.00

CHANGE ORDER

By: _____
Purchasing Agent

VENDOR COPY

PO Total **$2,379,979.00**

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

Purchase Order

Fiscal Year 2023 Page: 1 of: 1

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

Purchase Order # 23014087-00

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

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

VENDOR
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD
MONTGOMERY, AL 36116

SHIP TO
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
334-613-5000	334-613-5018	JOHN PAINE	TRAVESIA AGEE - MOTOR POOL

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
09/19/2023	292393			MOTOR POOL

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	FORD F150 RESPONDER 4X4 SUPERCREW P/U T-191				
1	FORD F150 RESPONDER SUPERCREW 4X4 PICKUP TRUCK AS SPECIFIED: 3.5L ECOBOOST ENGINE, ELECTRONIC 10 SPEED AUTOMATIC TRANSMISSION, E-LOCKING 3.31 AXLE, SILVER SIX-SPOKE ALUMINUM WHEELS, REMOTE KEYLESS-ENTRY KEY FOB, POLICE GRADE HEAVY DUTY CLOTH, 8 WAY POWER DRIVER SEAT, 17 OF THE TRUCKS BLACK IN COLOR, 32 OF THE TRUCKS WHITE IN COLOR	49.0	EACH	$40,453.00	$1,982,197.00
	PRICE INCLUDES 2 ADDITIONAL REMOTE KEY FOBS AT $340.00 EACH.				
	PRICE INCLUDES DELIVERY TO THE CITY OF MOBILE FROM STIVERS IN MONTGOMERY ALABAMA 177 MILES AT $2.00 PER MILE FOR TOTAL OFF $ 344.00 TOTAL				
	AS PER STATE OF ALABAMA CONTRACT T-191 MASTER AGREEMENT MA220000003121-2 17 OF THE TRUCKS BLACK IN COLOR, 32 OF THE TRUCKS WHITE IN COLOR				

By: _____
Purchasing Agent

VENDOR COPY

PO Total **$1,982,197.00**

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunsouth LLC for one John Deere 6110M tractor with 60in cutting head on 25ft boom for Public Services Maintenance.
Captial Equipment

Amount of Contract:

$194,400.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231018 Sunsouth Agenda Package POs	Cover Memo	10/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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
331	2024	(F7000) MOTOR POOL	JOHN DEERE 6110M TRACTOR WITH MOWING BOOM FOR PUBLIC SERVICES MAINTENANCE (SEALED BID 5765)	$194,400.00	(291912) SUNSOUTH LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00000331-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: SEAN CLARK
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608	AGEET@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/05/23	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	TRACTOR WITH SIDE MOUNTED SLOPE MOWER VENDOR TO PROVIDE 2023 OR NEWER JOHN DEERE 6110 TRACTOR WITH ALAMO MACHETE-3 MOWEWR WITH 25 FOOT BOOM AND 60 INCH SEVERE DUTY TROTARY CUTTER / MOWER HEAD. AS PER MY BID #5765 AND YOUR QUOTE #28158362 DATED FEBRUARY 1, 2023	1.00 EACH	194400.00000	194400.00

Additional Description Notes

2023 OR NEWER JOHN DEERE 6110M TRACTOR. REQUESTED BY PSM DEPT.

1 2000.80.00.0000.0000.0000.0000.0000.47010.
E E0154 .CAPEQUIPMT. . 194400.00

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

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

Requisition Link

Requisition Total 194400.00

Bill To	Requisition 00000331-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: SEAN CLARK
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608	AGEET@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/05/23	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account			Amount	Remaining Budget
E E0154	.CAPEQUIPMT.	.	194400.00	1560436.13

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	194400.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	10/16/23	SHONNDA SMITH	
Approved	10/16/23	JAMES DELAPP	Auto approved by: 910518244
Approved	10/16/23	CHERI BOUCHER	Auto approved by: 910518244
Approved	10/16/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	10/16/23	BRENDA RHODES	
Approved	10/16/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	10/16/23	RELYA MALLORY	Auto approved by: 910511034
Approved	10/18/23	DONALD ROSE	Auto approved by: 9105paij
Approved	10/18/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	10/18/23	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	10/18/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	10/18/23	JOHN PAINE	
Approved	10/18/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5765

DEERE 6110 TRACTOR WITH
ALAMO MACHETE-3,
25' BOOM MOWER WITH
60" ROTARY CUTTER HEAD

BEARD EQUIPMENT	SUNSOUTH LLC
$200,531.30	$194,400.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
01/17/2023	5765	MOTOR POOL	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, FEBRUARY 3, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

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

TRACTOR WITH SIDE MOUNT 60" SLOPE/DITCH MOWER

APPX 1-2

2022 or newer tractor with side mounted 60" slope/ditch mower. To be 2022 or newer John Deere 6110 tractor with 2022 or newer Alamo Machete™3, 25' boom mower with 60" severe duty rotary cutter/mower as per the following and attached specifications.

No substitute on tractor or boom mower brands or models.

Make_____ Model_____

Upon award, the City will purchase a minimum of one (1) John Deere 6110 tractor with Alamo Machete™3, 25 foot boom mower with 60" severe duty rotary cutter/mower.

No substitution on tractor or mower.

Quote delivered pricing FOB Mobile.

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/**

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

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.

If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ON AN ALL OR NONE BASIS.

					TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

TRACTOR SPECIFICATIONS

- Model: 6110M CAB PQ+ 4WD Tractor
- Powrquad Plus LHR 16/16 30K
- No Isobus ready / Greenstar
- Less JDLINK
- 6m cab stand with RH console
- Standard seat
- Mirror – LH&RH Manual Telescope
- Standard radio
- Hydraulic pump – 80 l/min
- 2 mechanical svcs (2 svcs 20)
- Rear PTO 540/1000 reversible
- Dlinks with Tel. Ball Cat2
- Center link with ball end
- Sway control blocks
- Flange-type rear axle
- Adjustable steel wheels
- Rear wheels size 480/80R38
- 4WD Front Axle – unsuspended
- Adjustable steel wheels
- Front wheels size 440/80R24
- Preparation for front auxiliary
- Heavy duty rear wheel brakes
- Backup alarm

MOWER SPECIFICATIONS

MACHETE™3 25' REACH

BASIC FEATURES

- 25' minimum horizontal reach
- 25'7" minimum vertical reach
- 12'1" below grade reach
- Two section articulated boom
- 60" rotary cutting head

BOOM FEATURES AND MOUNTING

- Standard boom functions shall include horizontal swing, vertical lift, dipper reach, and mower head tilt.

OPERATOR PROTECTION AND SAFETY

- Cab required; open station tractor not acceptable
- Cab thick right side replacement polycarbonate windows

CUTTER HEAD

- Rotary head with door, 5" diameter cut capacity

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Jennifer Greene, Director Program and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

The attached Change Order No. 1 executes a change to the contract between the City of Mobile and Blue Diving and Salvage, LLC for the Three Mile Creek Dredging Project, COM Project No. 2020-2045-06. Ephemeral vegetation appears on historic aerial photography periodically over the last 20 years outside of the originally delineated project site, closing in an additional section of the channel and reducing flow. Its appearance may be related to higher air and water temperatures, as well as periods of low rainfall. These conditions, as experienced in 2023, reduce water flow, causes additional plant and woody material growth and traps excessive sediment trapping. Constructors and engineers have documented that this ephemeral mass has re-appeared this summer just outside our project area, and have recommended removing it to fully open the historic Three Mile Creek extents and meet the primary goal of this project.

This project is completed funded through the NFWF Gulf Environmental Benefit Fund Mobile Bay Shore Habitat Conservation and Acquisition Initiative – Phase II grant received in 2019 (amended in 2021). Funding remaining in the original project budget completely covers this additional work. NFWF project managers and scientists have reviewed this additional work, and they fully support this change order. Removing this additional material during the current construction phase would be advantageous for completion of the full opening of the creek area and delaying future maintenance dredging efforts, especially because the construction contractor is already on-site and the mobilization and demobilization costs could range from $150,000 to $250,000 (based on received bids for this project). See attached engineer's recommendation. The original contract amount of $1,190,045.00 would increase by an amount not to exceed $591,926.34 (up to an additional 16,315.5 cubic yards of material removal and disposal) to remove additional sediment accretion to north of the

original dredging area for a new contract sum not to exceed $1,781,971.34. See attachment A for revision of the bid item. The original contract time of 215 calendar days will remain the same.

Amount of Contract:

$1,190,045.00

Effective Date of Contract:

10/24/2023

Funding Source

Project # Three Mile Creek Dredging Project 2020-2045-06 **Discretionary Funds** N/A

Project String G-NFWFII **Contract Number:**295389

Budget Amendment **REDUCE** N/A **INCREASE** $591,926.34

Grant Funds $591,926.34 **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter, Change Order and Justification	Backup Material	10/18/2023
Engineer of Record Justification Letter	Backup Material	10/18/2023
Original Resolution	Backup Material	10/18/2023
Contract	Backup Material	10/18/2023
resolution	Cover Memo	10/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	10/18/2023 - 5:25 PM
Accounting	Threadgill, Randy	Approved	10/19/2023 - 8:20 AM
Legal	Kern, Chris	Approved	10/19/2023 - 12:49 PM
Legal	Kern, Chris	Approved	10/19/2023 - 12:56 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:44 PM

moffatt & nichol

11 North Water Street, Suite 20220
Mobile, Alabama 36602

(251) 378-9000
www.moffattnichol.com

October 16, 2023

City of Mobile - Public Works Department
205 Government Street, 3rd Floor
Mobile, Alabama 36602

Subject: Three Mile Creek Dredging Project (2020-2045-06) - Justification Letter for Change Order 01

To Whom this May Concern:

The purpose of this letter is to request the approval of Change Order No. 1, which would execute a change to the contract between the City of Mobile and Blue Diving and Salvage, LLC for the Three Mile Creek Dredging Project, COM Project No. 2020-2045-06. The change order is requested to increase dredging and material disposal quantities to ensure the primary goal of the project is achieved, which is to restore the ecological and recreational function of the historic Three Mile Creek system by restoring its flow.

The NFWF Gulf Environmental Benefit Fund Mobile Bay Shore Habitat Conservation and Acquisition Initiative – Phase II grant funding received in 2019 (amended in 2021 and expiring at the end of 2023) and appropriated for this project is sufficient to complete this additional work proposed in this change order within the original budget. The additional work included under this change order request may be less than – but would not exceed – the $591,926.34 amount.

From the start of the project, access channel dredging within the USACE Bypass Channel required additional material removal (approximately 4,000 CY) over what was assumed during the design phase for the contractor to reach the dredging area (historic Three Mile Creek extents). This was due to the dynamic sediment transport behavior of the USACE Bypass Channel, which drains a large watershed within the Mobile region.

Additionally, ephemeral vegetation appears on historic aerial photography periodically over the last 20 years outside of the originally scoped project site, closing in an additional section downstream of the dredging area. Its appearance may be related to higher air and water temperatures, as well as periods of low rainfall. These conditions, as experienced in 2023, reduce water flow, causes additional plant and woody material growth and traps excessive sediment trapping. The engineer of record and his construction observer have documented in the field during construction that this ephemeral mass has re-appeared this summer, and have recommended removing it to meet the goals of opening the historic Three Mile Creek extents and meet the primary goal of this project.

As the engineer of record for this project, Moffatt & Nichol strongly recommends executing this additional dredging work under a change order associated with the current contract, rather than bidding out the additional work, for the following reasons:

- The NFWF grant funding requirements state that all construction work shall be complete by the end of 2023.
- The high costs of mobilization and demobilization for specialized marine construction and dredging projects, which for this project could range from $150,000 to $250,000. These costs

could increase over time as a result of future market force impacts caused by inflation, fuel price increases, or other factors.

- Minimizing Operation and Maintenance (O&M) funds to sustain the function of this waterbody, which will be the responsibility of the local sponsor (City of Mobile) after construction is completed.
    - Note that from 2008 to 2020, the calculated required excavation volume to restore the ecological and recreational function within Three Mile Creek increased from 7,900 cubic yards (USACE, 2008) to 21,200 yards (Moffatt & Nichol, 2020), which is an average annual accretion rate of approximately 1,100 cubic yards per year.
- The contract was originally bid based on unit prices per cubic yard. The prices are reasonable, fair, and equitable.

We look forward to continued communication on this important project. Please call me with any questions at 225-610-1933, or email me at gsongy@moffattnichol.com.

Sincerely,

Gerald Songy, PE
Engineer of Record
Moffatt & Nichol

cc: Jenn Greene (City of Mobile), Cody Reed (City of Mobile), Meg Goecker (Moffatt & Nichol)

2023

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, a contract, between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	Blue Diving & Salvage, LLC
Project Name:	Mobile Bay Shore Habitat Acquisition and Restoration – Phase II NFWF Task 7 - Implementation Activities Three Mile Creek Dredging Project No. 2020-2045-06
Cost:	$1,190,045.00

Adopted: MAY 30 2023

City Clerk

PROJECT MANUAL

FOR

NFWF GEBF

MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION – PHASE II

NFWF TASK 7 - IMPLEMENTATION ACTIVITIES THREE MILE CREEK DREDGING

PROJECT NO. 2020-2045-06

BID PERIOD END DATE: MARCH 15, 2023

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USACE and ADEM Permits ..... Attachment H

Design Survey Data and Plot ..... Attachment I

ITEM I
INVITATION TO BID

Notice to Contractors:
Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, March 15th, 2023 and then publicly opened and read in the atrium on the 1st floor of the Mobile Government Plaza.

Project No: **2020-2045-06**
Project: **MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION - THREE MILE CREEK DREDGING**

Project Description: **ENVIRONMENTAL RESTORATION**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Removal and disposal of approximately 21,202 CY of sediment from within the historic Three Mile Creek alignment to restore flow. Creation of a creek geometry as designed and annotated in the design drawings (awarded contractor may use mechanical or hydraulic dredging methods to perform the work).

Plans and contract documents may be inspected and obtained from the office of Moffatt & Nichol, Inc. (Address: 11 N Water Street, Suite 20220, Mobile, AL 36602; Phone: 225-610-1933 (or other local Moffatt & Nichol offices upon request)) upon payment of one-hundred dollars **($100.00 per set)**. This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts. No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on, March 3rd, 2023.

A Mandatory Pre-Bid Conference will be held at Department of Program and Project Management, 2nd Floor, South Tower, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Tuesday, February 28th, 2023 at 01:00 PM. Contractor representatives may attend in-person or virtually. Virtual attendance will count for bid eligibility using the following Zoom link:
https://moffattnichol.zoom.us/j/82716850361?pwd=NEExN1hTaUhVOUc3N3lEWjVpYWkrdz09&from=addon

Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.** No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached. Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the City of Mobile, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will

enter into such contract and file a bond for the execution of same. The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the City of Mobile may incur by reason of such default.

In addition, the Contractor must furnish to the City of Mobile at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

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 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.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended. Bidders' license must include the Specialty Construction (H/RR-S)–Dredging, as listed in the State of Alabama Licensing Board for General Contractors Administrative Code Chapter 230-X-1-.27 6.a.8. Bidders shall indicate State License Number on outside of bid envelope.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project. The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION – THREE MILE CREEK DREDGING**, City of Mobile Project No. **2020-2045-06**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES February 12th, 19th, AND 26th, 2023.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "OWNER" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the OWNER by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION - THREE MILE CREEK DREDGING**, City of Mobile Project No. **2020-2045-06**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The OWNER will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the OWNER's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:
The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the OWNER for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The OWNER, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the OWNER. The

OWNER also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the OWNER, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended. Bidders' license must include the Specialty Construction (H/RR-S)–*Dredging*, as listed in the State of Alabama Licensing Board for General Contractors Administrative Code Chapter 230-X-1-.27 6.a.8. Bidders must provide previous examples of experience with a minimum of five similar projects. Bidders shall indicate State License Number on outside of bid envelope.

15. ISSUANCE OF PROPOSAL FORMS:

The OWNER reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

(a) Failure to comply with any pre-qualification regulations of the OWNER, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
(b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
(c) Contractor default under previous contracts with the owner.
(d) Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
(e) Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
(f) Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the OWNER.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the Project Manager will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the OWNER.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the OWNER; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the OWNER for the entire Subcontractor's work, including failures or omissions and Permit requirements. The Owner's Representative may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the Owner's Representative definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the Owner's Representative at least forty-eight (48) hours notice in writing before resuming operations.

(b) General: The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Project Manager. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Project Manager will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the Owner's Representative may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 03-13-23

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the PROJECT MANAGER, as well as the premises

Project Name: **MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATIONTHREE MILE CREEK DREDGING**

Project No: 2020-2045-06
Project Description: Environmental Restoration
Major work items include: Dredging and Material Disposal

The Bidder further agrees to construct the improvements in **215** calendar days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Department of Program and Project Management, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on, December 2nd, 2022. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE ($)	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE ($)
1	MOBILIZATION (600-A)	1	LS	$129,036.44	One Hundred Twenty Nine Thousand Thirty Six DOLLARS Forty Four CENTS	$129,036.44
2	GEOMETRIC CONTROLS (680)	1	LS	$31,000.00	Thirty One Thousand DOLLARS Zero CENTS	$31,000.00
3	CLEARING AND GRUBBING (201-A)	1	LS	$178,000.00	One Hundred Seventy Eight Thousand DOLLARS Zero CENTS	$178,000.00
4	DREDGING AND MATERIAL DISPOSAL (210-C)	21,202	CY	$36.28	Thirty Six DOLLARS Twenty Eight CENTS	$769,208.56
5	TEMPORARY SOIL EROSION AND TURBIDITY CONTROLS (665)	1	LS	$68,000.00	Sixty Eight Thousand DOLLARS Zero CENTS	$68,000.00
6	TRAFFIC CONTROL (740-A)	1	LS	$14,800.00	Fourteen Thousand Eight Hundred DOLLARS Zero CENTS	$14,800.00
				TOTAL BASE BID	$1,190,045.00	

Base Bid

Total (All items listed in Proposal) $1,190,045.00

Written in words One Million One Hundred Ninety Thousand Forty Five Dollars

Number of working days to complete 153

Signature of Bidder _____
(If a firm or individual)

Address of Bidder 4032 Dauphin Island Pkwy, Mobile AL 36605

_____

By Blue Diving & Salvage, LLC

Signature of Bidder _____
(If a Corporation)

By _____
President

_____
Print

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business Address _____

Business Address _____

Business Address _____

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____
Secretary

_____
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That_____
(Name of Contractor)

_____
(Address)

as Principal, and _____
(Name of Surety)

_____
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION THREE MILE CREEK DREDGING, City of Mobile Project No. *2020-2045-06.***

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered _____ (Date)

_____(Contracting Firm)

Witness as to Principal By: _____(SEAL)

_____ (Name of Surety)

COUNTERSIGNED: _____

Alabama Resident Agent By_____

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

REGIONS

CASHIER'S CHECK

669

03/13/2023

61-1/620

5506434855

Blue Diving And Salvage LLC / Project# 2020-2045-06
Purchaser / Purchased For

TEN THOUSAND DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: City of Mobile

$10,000.00

Security Features Details on Back.

Regions Bank

Authorized Signature

Branch AL00180
CC000180

⑈5506434855⑈ ⑆062000019⑆ 0000742651⑈

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Blue Diving & Salvage, LLC 4032 Dauphin Island Pkwy, Mobile, AL 36605 as Principal and The Gray Casualty & Surety Company 1225 West Causeway Approach, Mandeville, LA 70471 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Million, One Hundred Ninety, Forty Five and 00/100-------- Dollars ($ 1,190,045.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated April 21, 2023 (hereinafter called the Contract) for Mobile Bay Shore Habitat Acquisition and Restoration-Three Mile Creek Dredging Proj: 2020-2045-06 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this 21st day of April 20 23.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

(Corporate Name) Blue Diving & Salvage, LLC,

BY: _____

(Signature)

ATTEST: _____

(Signature)

Don L Coleman III

(Print)

Jennifer Greene (Print)

ITS: CEO/OWNER

(Title)

ITS: PM/Director

The Gray Casualty & Surety Company

(Surety sign here)(Corporate name)

BY: _____

(Signature)

ATTEST: _____

Nina S. Glover

(Print)

(Signature)

ITS: Attorney-In-Fact

Cindy Lowe (Print)

(Title)

ITS: Witness

Corporate Seal

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSH3100015 **Principal:** Blue Diving and Salvage, LLC

Project: Mobile Bay Shore Acquisition and Restoration -Three Mile Creek Dredging - Project No: 2020-2045-06

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Joshua D. Russell, Robby Farmer, and Nina S. Glover of Fairhope, Alabama jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 21st day of April , 2023 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 21st day of April , 2023 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Blue Diving & Salvage, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

The Gray Casualty & Surety Company, 1225 West Causeway Approach, Mandeville, LA 70471
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Million, One Hundred Ninety, Forty Five and 00/100--------dollars ($ 1,190,045.00 ----------), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated April 21, 2023, entered into a Contract with the Owner for Mobile Bay Shore Habitat Acquisition and Restoration Three Mile Creek Dredging Proj: 2020-2045-06 which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this 21st day of APRIL 2023.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

(Corporate Name)
Blue Diving & Salvage, LLC

BY: _____
(Signature)

Don L Coleman III
(Print)

ATTEST: _____
(Signature)

Jennifer Greene (Print)

ITS: PM/Director
(Title)

ITS: CEO/OWNER
(Title)

(Surety sign here)(Corporate name)
The Gray Casualty & Surety Company

BY: _____
(Signature)

Nina S. Glover
(Print)

ATTEST: Cindy Lowe
(Signature)

Cindy Lowe (Print)

ITS: Attorney-In-Fact
(Title)

ITS: Witness
(Title)

Corporate Seal

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSH3100015 **Principal:** Blue Diving and Salvage, LLC

Project: Mobile Bay Shore Acquisition and Restoration -Three Mile Creek Dredging - Project No: 2020-2045-06

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Joshua D. Russell, Robby Farmer, and Nina S. Glover of Fairhope, Alabama jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 21st day of April , 2023 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 21st day of April , 2023 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

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

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

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

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

ITEM VII
INSURANCE

A. 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 person or entity who is licensed or authorized in this state to practice architecture, landscape architecture, surveying, engineering, interior design or geology, and not subject to Alabama Act 2021-318 regarding professional liability insurance, for the performance or obligations of this contract.**

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

    a. Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

    b. Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the Project Manager, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the Project Manager. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The Project Management Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

    a. Uncompleted work which, in the judgment of the Project Management Department, might hinder or prevent the prompt completion of additional work if awarded.

    b. Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

    c. Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

d. The OWNER reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Moffatt and Nichol, Inc., with direction from the City of Mobile Department of Program and Project Management. the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

7. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

8. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

9. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Department of Program and Project Management for the City of Mobile.

10. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

11. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable specification

sections of Items 104 and 107 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition. There will be no compensation for this work.

12. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

13. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the Project Manager unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

14. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

15. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

16. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

17. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items.

18. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

19. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Project Manager shall be replaced at no additional cost to the project.

20. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.04(c) and 201.03(d) of the Standard Specifications.**

Items 104 and 107 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition. There will be no compensation for this work.

12. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

13. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the Project Manager unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

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15. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

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20. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.04(c) and 201.03(d) of the Standard Specifications.**

21. The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. Project Managing staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

22. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

23. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer or Project Manager may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

24. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

25. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

26. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

27. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. Project Manager shall retain one set. Prints and/or tapes shall be delivered to the Project Manager within one week after they are made.

28. It is the sole responsibility of the Contractor to protect his/her equipment. The Owner or the Engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

29. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Project Manager that this has been accomplished. Notifying property owners is considered incidental to the project.

30. Any damage to private property beyond the limits of the Dredging Area or Material Transfer Areas as determined by the Engineer, shall be repaired at the Contractor's expense.

31. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very

negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

32. The Contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities.

33. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the Plans. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

34. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

35. All projects and construction sites 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 Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

36. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

37. Workmen shall wear reflectorized vests, shirts or jackets.

38. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

39. **Supplementary General Conditions:**

a. The Three Mile Creek Dredging Project is located in Mobile County, Alabama immediately north of the Dr. Martin Luther King Jr. Ave bridge at the confluence of the historic Three Mile Creek alignment and the USACE Bypass Channel. The project consists of restoring the hydraulic flow through the historic Three Mile Creek extents by dredging and material transport to an approved off-site material disposal facility.

    i. The Project includes the following items in accordance with the Contract Documents:

        1. Mobilization
        2. Geometric Controls
        3. Clearing and Grubbing
        4. Dredging and Material Disposal
        5. Temporary Soil Erosion and Turbidity Control
        6. Traffic Control

b. The Contractor shall submit his complete plans and schedule for performing the work to the Engineer for approval prior to beginning construction. The Contractor's plans shall be furnished at his cost and expense for all work and equipment specified. They shall consist of such drawings as may be required for the prosecution of the work, materials in disposal area and procedures to ensure compliance with the required water quality standards. All drawings shall be submitted to the Engineer in triplicate. Approval of these drawings by the Engineer does not relieve the Contractor of any responsibility.

c. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather, river stages, tides or similar physical conditions at the site; (4) the conformation and conditions of the site to be dredged and the site on which dredged materials are to be deposited; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by OWNER, as well as from the drawings and specifications made a part of this Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to OWNER.

d. OWNER assumes no responsibility for any conclusions, assumptions or interpretations made by the Contractor based on the information made available to it.

40. **Permit**

a. The work described in this project is to be done under the provisions of Corps of Engineer Permit No. SAM-2021-00187-JCC. The contractor is to review in detail the provisions contained in the permit and comply with all applicable provisions.

b. The Contractor shall be solely responsible for complete compliance with all requirements of the Department of the Army (Corps of Engineers) Permit Number SAM-2021-00187-JCC, (attached), and other regulatory agencies having jurisdiction over this work relation to dredging operations. This shall include, buy may not be limited to, Section 401 Water Quality Certification and the State of Alabama Coastal Consistency Concurrence issued by the State of Alabama Department of Environmental Management, and the Alabama Department of Environmental Management permit (Attachment H).

c. The Contractor shall establish and maintain quality control for environmental protection for all items set forth herein. The Contractor shall record on any problems in complying with laws, regulations, and ordinances, as well as project Permits and corrective action taken.

d. The Owner will notify the Contractor of any known non-compliance with the aforementioned Federal, State, or Local laws or regulations, Permits, and other elements of the Contractor's Environmental Protection Plan. Nevertheless, it remains the sole responsibility of the Contractor to comply with all applicable Federal, State, and Local laws and regulations, Permits, and all elements of the Environmental Protection Plan. If there is known non-compliance, the Owner will determine what action will be taken and such response will be transmitted to the Contractor by the Owner, which may include stopping construction of the work at the cost of the Contractor until the Contractor complies with the Environmental Protection Plan. It shall also be the Contractor's responsibility that all subcontractors comply with all applicable laws, regulations, Permit requirements, and all elements of the Environmental Protection Plan.

41. **Special Instructions**

a. Contractor shall coordinate in advance with the Owner for commencement of dredging operations. This will ensure the Contractor has unobstructed access to the dredge area.

b. Contractor must coordinate with the deputy director of urban forestry prior to trimming, pruning, cutting or removal of any tree outside of the waterway.

c. Contractor shall immediately document the date and location of each observed Apple Snail (*Pomacea maculata*) and Apple Snail Egg observed near the project site during construction, and notify the Engineer and Owner immediately.

d. The Contractor shall comply with all Federal, State, and Local sound control and noise level ordinances, regulations, and laws that apply to the Project Construction Site. All hauling and excavating equipment used on this work shall be equipped with satisfactory mufflers or other noise abatement devices.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this 30 day of May, 2023, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and Blue Diving & Salvage, LLC, party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION - THREE MILE CREEK DREDGING

Project No: 2020-2045-06
Project Description: Environmental Restoration
Major work items include: Dredging

City of Mobile Project Number **2020-2045-06**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$1,190,045.00)** in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and

such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

PROJECT MANAGER:

(6) Whenever the word "PROJECT MANAGER" is used, it shall refer to the PROJECT MANAGER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **Moffatt & Nichol, Inc.**

AUTHORITY OF THE PROJECT MANAGER:

(8) The PROJECT MANAGER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The PROJECT MANAGER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2022 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the PROJECT MANAGER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the PROJECT MANAGER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the PROJECT MANAGER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the PROJECT MANAGER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The PROJECT MANAGER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the PROJECT MANAGER.

The PROJECT MANAGER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the PROJECT MANAGER at any time prior to the completion of the work and its acceptance by the PROJECT MANAGER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the PROJECT MANAGER to be incompetent or disorderly, he shall be immediately discharged upon the request of the PROJECT MANAGER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the OWNER deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said OWNER shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said OWNER on application of the PROJECT MANAGER. Said writing will be attached to the contract for the making of said improvements, stating that such work

is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify, and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the PROJECT MANAGER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement. Additionally, Contractor must procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the PROJECT MANAGER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the PROJECT MANAGER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the PROJECT MANAGER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the PROJECT MANAGER, it becomes necessary to insure the completion within the limit of time specified to this contract, the PROJECT MANAGER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the PROJECT MANAGER, to ensue, the PROJECT MANAGER shall notify the OWNER of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the OWNER, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the Project Manager and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the Project Manager shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) 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.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by the City of Mobile under this contract is the National Fish and Wildlife Foundation Gulf Environmental Benefit Fund. Said funds **are** on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the 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.

ANTI-DISCRIMINATION:

(28) 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.

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

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

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

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

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

GOVERNING LAW AND VENUE:

(29) This CONTRACT shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this CONTRACT shall be a court of proper jurisdiction in Mobile, Alabama. 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 which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

All notices of cancellation, requests, demands or other communications to OWNER shall be in writing and duly delivered to the following address for the City:

City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: Blue Diving & Salvage, LLC
4032 Dauphin Island Pkwy
Mobile, AL 36605

SIGNATURE:

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

CITY OF MOBILE

By: _____
William S. Stimpson, Mayor

6/2/23
Date

ATTEST:

_____
City Clerk

BLUE DIVING & SALVAGE, LLC

By _____
Don L. Coleman, III

Title: CEO/Owner

05.17.23
Date

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Don L. Coleman, III, whose name as an authorized signatory for Blue Diving & Salvage, LLC, 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 above and foregoing agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 17 **day of** May **, 2023.**

(SEAL)

_____
Notary Public

My Commission Expires January 21, 2025

CHRISTIE T. TURNER
My Commission Expires
January 21, 2025

ITEM X
SUPPLEMENTAL SPECIFICATIONS

A. Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

   In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

   Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

   Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

   No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. SECTION 107, SUB-SECTION 107.21, *STORMWATER MANAGEMENT* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING STATEMENT:

   Costs connected with temporary soil erosion and sediment control will be paid for at the Contract Lump Sum Price for Temporary Soil Erosion and Sediment Control (Line Item 5).

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

   Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 201, SUB-SECTION 201.02 *MATERIALS* SHALL BE REPLACED WITH THE FOLLOWING:
   Use of herbicides to eradicate existing vegetation prior to clearing vegetation within the Dredging Area or any other areas will not be allowed during construction.

5. SECTION 201, SUB-SECTION 201.03 *CONSTRUCTION REQUIREMENTS, (d) Disposal of Materials, Paragraph 4* SHALL BE REPLACED WITH THE FOLLOWING:
   Burning of any vegetation, trees, shrubs, debris, or perishable materials will not be allowed during construction.

6. SECTION 201, SUB-SECTION 201.03 *CONSTRUCTION REQUIREMENTS*, (g) *Clearing*, 5. *Areas Where the Chipping of Timber and Spreading of Chips Are Required*.
   THE FOLLOWING LANGUAGE SHALL BE OMITTED: "The chips shall be loosely dispersed to eliminate any accumulation of a continuous blanket layer. The Contractor shall chip any debris created by the clearing operation and any pre-existing debris, such as dead trees and limbs, to leave the area suitable for mowing."

   THE FOLLOWING LANGUAGE SHALL BE INSERTED: "If wood chipping of any trees or shrubs is used during clearing within the Dredging Area, the chips must be distributed/loaded directly onto a barge or truck to be transported offsite and properly disposed at an approved facility."

7. SECTION 210, *EXCAVATION AND EMBANKMENT*
   THE FOLLOWING LANGUAGE SHALL BE INSERTED AT THE END OF THIS SECTION:
   "The dredging project limits are shown on the Plans, and extend from STA. 1+50 to STA. 18+00 within the Dredging Area (see Sheet C-101 in the Plans). Dredging within the project limits shall be performed to achieve a bottom elevation of–5 feet North American Vertical Datum of 1988 (NAVD88).

   Dredge Plan Lights: The Contractor shall display construction signal lights and conduct his operations in accordance with General Regulation of the Coast Guard Governing Lights and Day Signals. At a minimum, Contractor shall maintain proper lights each night, between the hours of sunset and sunrise, upon all floating plants connected with the dredge work, upon all ranges and other stakes in connection with it, when necessary in the opinion of the Engineer, and shall be responsible for all damages resulting from any neglect or failure in this respect.

The Contractor will be required to provide proper U.S. Coast Guard, Harbormaster and Corps of Engineers notification and to conduct the work in such a manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs any channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such as extend as may be necessary to afford a practicable passage. Upon the completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, piles and other marks placed by him under the Contact in navigable waters or on shore.

Material Transfer Area and Dewatering

The Contractor may use both the Material Transfer Area and Secondary Material Transfer Area for dewatering activities. However, **dredged material cannot be placed between the USACE Bypass Channel and the 'No-Fill' line delineated on Sheet G-102**. The only material that may be placed in this area during construction is the material (timber mats and crushed stone) required for crossing over the MAWSS subsurface infrastructure.

Contractor shall ensure that material is in a suitable condition (water content below approximately 50%) to be hauled to a disposal site or placed in a sealed, water-tight container Contractor may use mechanical means/methods (such as disking, rotating, working, etc., the material) to expedite material dewatering and drying to meet the water content requirements, but the Contractor shall not impede or damage any existing grade or features.

The Contractor may excavate/grade below existing grade within the Material Transfer Areas to construct any temporary berm or containment that may be required, however, the Material Transfer Areas shall be returned to pre-construction conditions as much as practically possible. Material resulting from the project's construction shall not be left on site.

Material Disposal Sites

The Contractor shall utilize the following material disposal sites (or other Engineer-approved location):

Brownlee Dirt Pit 4460 Lott Rd. Eight Mile, AL 36613 (251) 610-9674	**Lott Road Landfill** 4429 W Lott Rd. Eight Mile, AL 36613 (251) 456-5321	**Esfeller Corporation Landfill** 8230 Padgett Switch Rd. Irvington, AL 36544 (251) 295-0199

The contractor shall be responsible for proper disposition of the dredge material within the boundaries of the disposal area in accordance with the current permits.

Materials shall be excavated from the project site and placed in the disposal area in a manner to ensure that the water quality requirements are met at all times. The material must be properly contained to prevent sediment from entering adjacent wetlands or reentering the waterway. Dredging shall immediately cease at any time the water quality falls below acceptable limits. The Owner may monitor the Contractor operations for compliance with the permit condition for his own use. This does not relieve the Contractor of the responsibility to properly monitor and ensure his work complies with the permit conditions.

Contractor will be required to submit documentation of proper disposal of dredged material within fourteen (14) days after material disposal."

8. SECTION 600, MOBILIZATION, SUB-SECTION 600.01 **SHALL BE AMENDED** TO INCLUDE THE FOLLOWING:

   If heavy equipment is required to cross over existing utilities during construction within the Material Transfer Area, a utility crossing shall be constructed according to Sheet C-301 of the Plans.

   A Project Funding Sign shall be installed as soon as possible, in the location shown on Sheet G-102 and including the details provided in Attachment E – Sign Details.

9. SECTION 600, *MOBILIZATION*, SUB-SECTION 600.04, *Method of Measurement, (a) Partial Payment* Shall be replaced with the following:

   Sixty percent (60%) of the mobilization/demobilization Contract Lump Sum Price will be paid to Contractor upon complete mobilization to the Project Construction Site. The remaining forty percent (40%) will be paid to Contractor upon final acceptance of the work and completion of Final Clean-up.

10. **SECTION 680, GEOMETRIC CONTROLS,** SHALL BE **REPLACED** WITH THE FOLLOWING:

    General

    Contractor shall furnish all the materials, submittals, labor and equipment necessary to perform a pre-dredging and post-dredging survey. All surveys shall be performed by personnel who are under the direct supervision of a professional land surveyor licensed in the State of Alabama. Survey data shall reference the North American Datum of 1983 (NAD 83), Alabama West Zone, U.S. Survey Feet for horizontal control, and the North American Vertical Datum of 1988 (NAVD 88), U.S. Survey Feet for vertical control. Horizontal and vertical control shall be established by using the control points specified here and in the Plans (or as approved by the Engineer).

Control Point No.	Northing (ft)	Easting (ft)	Elevation (ft, NAVD88)
1	256,849.1082	1,789,456.4440	6.8290
2	257,145.1846	1,789,814.3990	8.9060
3	256,915.5872	1,789,794.6110	19.1165
4	257,622.3184	1,790,140.8400	2.3060

All suspected or known utilities, pipelines or other obstructions shall be probed in coordination with utilities/pipeline/obstruction owner and appropriately marked throughout the work.

The Dredging Area and Construction Limits shall be clearly marked throughout construction. Construction Limits shall be clearly marked/flagged prior to commencement of clearing and grubbing work.

Pre-Dredging Survey

Description

The Pre-dredging survey serves the purpose of checking for major changes in topography or bathymetry at the project site in the time between the design surveys and the period of construction. Pre-dredging survey is the baseline to measure impacts due to construction related activities.

Immediately after CONTRACTOR has completed Clearing and Grubbing, the pre-dredging survey can be performed. Survey data shall be collected along transects at each end of the Dredging Area (west end transition connecting to USACE Bypass Channel and north end transition to Historic Three Mile Creek), and along transects spaced every 100 feet of the construction alignment. The transects shall entirely capture the limits of the Dredging Area and extend an additional 25 feet to the Construction Limits boundary provided on the Plans (see Sheet C-101).

As part of the Pre-Dredging Survey, CONTRACTOR shall clearly stake, flag, or mark the following project features:

- Construction Limits (boundary)
- Dredging Area (top of slope)

Post-Dredging Survey

Description

Once Contractor has completed all dredging work within the Dredging Restoration Area and the Contractor believes the post-dredge template is within the tolerances of the design template, a post-dredging survey shall be completed.

Once directed that dredging operations are complete by the CONTRACTOR, the CONTRACTOR shall arrange for a post-dredging survey by an independent licensed Professional Land Surveyor (PLS) to be reviewed and accepted by the ENGINEER. In the event this survey indicated non-compliance with the lines and elevations shown in the Plans for the dredging template, the Contractor will rework the area to meet the established elevation and shall reimburse the Owner for all costs associated with this survey and any additional re-survey expenses associated with verification of the rework.

Submittals:

CONTRACTOR shall submit pre-dredging survey and drawings to the OWNER prior to commencing any dredging work. A report documenting the survey methodology, results, and a summary of associated interpretations and recommendations shall also be submitted to the Owner. Drawings shall clearly show transects, points, coordinates, and other relevant information. The survey shall also show the coordinates, top elevation and depth of ground cover for all pipelines, utilities, or obstructions, if any.

Pre- and post-dredging surveys submittal shall be signed and sealed by a professional land surveyor licensed in the State of Alabama.

Notification:

CONTRACTOR shall notify the OWNER no later than five (5) working days prior to performing pre- and post-dredging survey so that Owner and Construction Observer designee may accompany the survey crew and witness the work.

Basis of Payment:

CONTRACTOR may apply for payment on the monthly Application for Payment for the pre-construction hazard survey once the completed survey has been submitted to and accepted by the Owner. All costs connected with the pre-dredging survey will be paid for at the Contract Lump Sum Price for Geometric Controls (Line Item 002).

B. Submittals:

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Section specifies procedural requirements associated with Contractor submittals including the following:
   1. Contractor's Construction Schedule
   2. Submittal Schedule
   3. Shop Drawings
   4. Product Data

5. Samples
6. Construction Reports

B. Refer to General and Supplementary Conditions Sections for requirements associated with administrative submittals. Such submittals include, but are not limited to, the following:
   1. Performance and Payment Bonds
   2. Insurance Certificates
   3. Schedule of Values
   4. Applications for Payment
   5. List of Subcontractors
   6. Consent of Surety
   7. Waivers of Liens
   8. Contractor's Statements, Affidavits, and Certifications

1.2 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   1. Coordinate each submittal with purchasing, fabrication, testing, delivery, other submittals, and related activities that require sequential activity.
   2. Coordinate transmittal of different submittals involving related elements so that processing will not be delayed by need to postpone review of submittals until related submittals are received.
   3. ENGINEER reserves right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
   4. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

B. Processing: Allow ENGINEER sufficient review time so that installation will not be delayed as a result of time required to process submittals, including time for resubmittals.
   1. Allow not less than 15 days for ENGINEER's review; allow additional time if processing must be delayed to permit coordination with subsequent submittals.
   2. If ENGINEER requires resubmittal of an item, process subsequent submittal in same manner as initial submittal.
   3. Allow 15 days for processing each resubmittal.
   4. Extension of Contract Time will not be authorized because of failure to transmit submittals to ENGINEER sufficiently in advance of Work to permit processing.

C. Submittal Preparation: Place an identification label or title block on each submittal.
   1. Submit one electronic (pdf) copy of each submittal unless otherwise indicated in another section of the specifications, or hard copies are required for other reasons.
   2. Furnish an adequate space on label, or beside title block on Shop Drawings, to record Contractor's review and approval markings.
   3. Include the following information on label or title block:
      a) Project name: Mobile Bay Shore Habitat Acquisition and Restoration – Phase II - Three Mile Creek Dredging

b) Name of ENGINEER: Moffatt & Nichol, Inc.
c) ENGINEER Project No. 10456-02
d) Date.
e) Contractor's name.
f) Supplier's name.
g) Manufacturer's name.
h) Related Specification Section number.
i) Drawing numbers and detail references, as appropriate.

D. Transmittal: Include a transmittal form or letter with each submittal.
1. On transmittal, record relevant information and, if appropriate, requests for data. On form or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations.
2. Include Contractor's certification that information complies with Contract Document requirements.
3. Submittals received from sources other than Contractor will be returned without action.

E. Delivery
1. Hand Deliver, Mail, or Email submittals to:

Attn: Gerald Songy, PE
Email: gsongy@moffattnichol.com
Moffatt & Nichol, Inc.
11 N. Water St, Suite 20220
Mobile, AL 36602

1.3 ENGINEER'S ACTION

A. Except for information-type submittals, ENGINEER will review and mark submittals to indicate actions taken and instructions to Contractor, and then return an appropriate number of copies to Contractor.

B. ENGINEER will affix to submittals a self-explanatory stamp, marked to indicate one of the following:
1. If marked "No Exceptions Taken," that portion of Work represented by submittal may proceed provided it complies with requirements of Contract Documents; final acceptance will depend on compliance.
2. If marked "Make Corrections Noted," that portion of Work represented by submittal may proceed provided it complies with noted corrections and requirements of Contract Documents; final acceptance will depend on compliance.
3. If marked "To be Revised and Resubmitted," do not proceed with purchasing, fabrication, delivery, or other similar Work activities associated with submittal. Revise submittal in accordance with notations; resubmit without delay.
4. If marked "Rejected--See Remarks," do not proceed with purchasing, fabrication, delivery, or other similar Work activities associated with submittal. Prepare new submittal in accordance with notations; resubmit without delay.

C. ENGINEER will review Contractor's Construction Schedule, Product List, Submittal Schedule, and other similar information-type submittals to determine if ENGINEER has objections to information contained therein. If it has no objections, ENGINEER will mark submittals "Action Not Required," and then return an appropriate number of copies to Contractor.

1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Within 10 days of date of Commencement of Work, but not later than date of submission of Schedule of Values, submit to ENGINEER three copies of horizontal bar chart-type Construction Schedule. Use the Critical Path Method (CPM) of network calculation to generate the Project Schedule.

B. Use a separate time-bar for each significant construction activity.

C. Provide a series of continuous vertical lines to identify first working day of each week.

D. Within each activity, identify the Duration (in working days), Early Start, Late Start, Early Finish, Late Finish, Total Float, and Total Cost. As Work progresses, update the schedule with actual percent completion and submit the updated schedule with each Application for Payment.

E. Clearly show the critical path.

F. Available float is owned by the project and shall not be considered for the exclusive use of either the Owner or the Contractor.

G. Prepare schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for entire construction period.

H. Coordinate Construction Schedule with Schedule of Values, Submittal Schedule, and Applications for Payment.

I. Indicate completion of Work in advance of date established for Substantial Completion; allow adequate time on schedule for ENGINEER's procedures necessary for Final Inspection, Correction of Punch list Items, and certification of Substantial Completion. If at any time the Contractor falls behind by more than 10% of the overall schedule based on cost, the ENGINEER reserves the right to require the Contractor to submit a recovery schedule showing that the Work will be completed on or before the date established for Substantial Completion. Such recovery schedule shall be submitted to the ENGINEER within 10 calendar days of request by the ENGINEER.

J. Unless ENGINEER objects to Contractor's initial construction schedule, one copy will be returned to Contractor marked "Action Not Required."

K. Update and resubmit Construction Schedule as follows:
   1. Submit three copies to ENGINEER with each Application for Payment.
   2. If an event occurs which adversely affects bar chart data, submit five copies of revised schedule to ENGINEER within five days of event giving rise to change.

L. Copies accompanying Applications for Payments will not be returned to Contractor. For those situations requiring submission of five updated copies, the ENGINEER will, unless it objects to modifications contained in updated document, return one copy to Contractor marked "Action Not Required."

1.5 SUBMITTAL SCHEDULE

A. Not later than date of submission of Contractor's Construction Schedule, submit to ENGINEER five copies of Contractor's Schedule of Submittals.

B. Prepare schedule in form of list that identifies each submittal as follows:
   1. Brief Description of submittal.
   2. Related Specification Section number.
   3. Planned date of submission.

C. Unless ENGINEER objects to Contractor's initial Submittal Schedule, one copy will be returned to Contractor marked "Action Not Required."

D. If an event occurs which adversely affects Submittal Schedule, submit five copies of revised schedule to ENGINEER within five days of event giving rise to change. Unless the ENGINEER objects to such revised document, one copy will be returned marked "Action Not Required."

1.6 SHOP DRAWINGS

A. Not Applicable.

1.7 PRODUCT DATA

A. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, and standard color charts. As a minimum, include data which documents the following:
   1. Manufacturer's printed recommendations.
   2. Compliance with specified industry and trade association standards.
   3. Compliance with recognized testing agency standards.
   4. Application of testing agency labels and seals.
   5. Notation of coordination requirements.

B. Where special data must be prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

C. Collect Product Data into a single submittal for each element of construction.

D. Highlight, encircle, or otherwise indicate deviations from Contract Documents.

E. If Product Data includes information on materials or options which are not required, mark copies to indicate applicable information.

F. Unless otherwise specified, submit to ENGINEER six copies of each submittal; two copies will be returned to Contractor.

1.8 SAMPLES

A. Not Applicable.

1.9 DAILY CONSTRUCTION REPORTS

A. Prepare a daily construction report which provides the following:
   1. Date of construction activity.
   2. Brief identification of Work activities and areas of execution.
   3. List of subcontractors on Project site.
   4. Approximate count of construction personnel on Project site.
   5. List of equipment and number of hours used on each.
   6. High and low temperatures, description of general weather conditions.
   7. Description of accidents.
   8. Description of emergencies and actions taken.
   9. Minutes of meetings conducted at Project site.
   10. Information about Work stoppages, delays, shortages and losses.
   11. Copy of orders and requests of governing authorities.
   12. Identification of services connected or disconnected.
   13. Description of tests conducted at Project site.

B. Submit one copy of each report to ENGINEER at weekly intervals; forward such copies by means ensuring ENGINEER's receipt not later than five days following latest report date.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

C. Project Meetings

PART 1 - GENERAL

1.1. SUMMARY

A. Section Includes: This Section specifies requirements associated with Project Meetings.

1.2. PRE-CONSTRUCTION MEETING

A. A pre-construction meeting will convene at the project site’s Material Transfer Area, located at 450 Butchers Lane, Mobile, AL 36617.

B. Engineer will notify Contractor of meeting date.

C. Owner, Engineer, and Contractor shall be represented at meeting by individuals authorized to conclude matters relating to Work.

D. Topics of discussion shall include the following:
   1. Schedule for commencement of Work and Substantial Completion
   2. Work sequence
   3. Designation of responsible personnel
   4. Work hours
   5. Change Order and Construction Change Directive procedures
   6. Application for Payment procedures
   7. Submittals
   8. Site access and utilization
   9. Material storage
   10. Environmental Protection and Project Controls
   11. Safety
   12. Housekeeping
   13. Security
   14. Temporary facilities
   15. Quality and Work standards
   16. Governing regulations
   17. Inspection and testing
   18. Protection
   19. Schedule for weekly progress meetings
   20. Other appropriate topics

1.3. PRE-INSTALLATION MEETING

A. Not Applicable (N/A)

1.4. PROGRESS MEETINGS

A. Progress meetings will be conducted at the project site (or other approved location), on a bi-weekly basis. Time of each meeting will be determined by mutual consent during pre-construction meeting.

B. Owner, Engineer, and Contractor shall be represented at meetings by individuals authorized to conclude matters relating to Work. Contractor may also require Subcontractors to attend meetings.

C. The Owner, Engineer, and Contractor will jointly review the actual progress of the project as compared to the as planned progress and to review planned activities for the upcoming two (2) weeks. The then current and approved schedule update shall be used for the purposes of this meeting and for the production and review of reports. The contractor will provide a written 2-week “look-ahead” schedule at each meeting.

D. Topics of discussion shall include the following:
   1. Revisions to minutes of previous progress meeting.
   2. Work progress.
   3. If progress is behind schedule, Contractor’s plan for expediting Work.

4. Schedule for work to be accomplished in the next 14 (fourteen) calendar days.
5. Accidents (bodily injury and property damage).
6. Quality and Work standards.
7. Status of proposed changes in Work, Change Orders, and Construction Change Directives.
8. Other appropriate topics.

1.5. CONSTRUCTION SCHEDULE

A. If meeting discussion identifies need to revise planned construction schedule, submit revised Contractor's construction schedule to Engineer as specified in the General Conditions of the Contract.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 50658

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

BLUE DIVING & SALVAGE LLC

MOBILE, AL 36605

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

H/RR-S: DREDGING, SC: UNDERWATER INSPECTION, CONSTRUCTION AND SALVAGE

until **November 30, 2023** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

30th day of **November, 2022**

190577

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

ATTACHMENT “A”

LOCATION

Prichard
Mobile
Mobile Bay
Three Mile Creek
Dr Martin Luther King Jr Ave
Pecan St
Butchers Ln
Bizzel St
Patton Ave
Belsaw Ave
USACE Bypass Channel
N
500 250 0 500 Feet
Hydraulic Restoration Area
Material Transfer Area
Secondary Material Transfer Area
moffatt & nichol
Q:\BR\10456-02\700_GIS\MapID_0009a_3MC_ProjectArea_ZoomedIn.mxd

ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nina Glover
Pathway Insurance Group 753 Nichols Avenue Fairhope AL 36532	PHONE (A/C, No, Ext): (251) 279-6373 FAX (A/C, No): E-MAIL ADDRESS: nina@pathwayinsgroup.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Tower Group (formerly One Beacon)	
INSURER B :	Progressive	
INSURER C :	Ascot	
INSURER D :	ALMA (USL&H) WC	
INSURER E :	Manufacturers Alliance State Act WC	
INSURER F :	Markel International Insurance	

INSURED: Blue Diving and Salvage, LLC, 4032 Dauphin Island Parkway, Mobile AL 36605

COVERAGES **CERTIFICATE NUMBER:** CL1992600164 **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] Marine CGL, [X] Ship Repairers/Salvors Legal Liab. GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			B5JH27823	10/07/2022	10/07/2023	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 $ 50,000 $ 5,000 $ Included $ 2,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			06662775	03/30/2022	03/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			MAXS2110002579-02	11/01/2022	11/01/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
D/E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ALMA01538(USL&H)E-0770705	03/30/2022	03/30/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	D-USL&H /E-State $ 1,000,000 $ 1,000,000 $ 1,000,000
A/F	A-Hull & P&I F-MEL (3/30/2022-3/30/2023)			A-B5JH27823 F-B17062004818	10/07/2022	10/07/2023	Protection & Indemnity Per Occurrence	1,000,000 1,000,000

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

City of Mobile is included as Additional Insured in respect to General Liability and Umbrella Liability when required by written contract as per policy terms & conditions. All policies except Workers Compensation shall be Primary and Non Contributory with any other insurance force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Hired Non Owned Auto Liability, Umbrella Liability and Workers Compensation and Employers Liability when required by written contract as per policy terms & conditions. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 day for non-payment)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT “C”

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Blue Diving & Salvage, LLC
Address	4032 Dauphin Island Pkwy, Mobile AL 36605
Telephone	251-525-1866 / 800-882-5043
E-Mail	info@bluediverllc.com

RFP/RFQ Solicitation Number	2020-2045-06
Project Description	Mobile Bay Shore Habitat Acquistion and Restoration - Phase II
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets X Total #of Employees 7

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Don L Coleman III

Signature: _____ Date: March 13, 2023

Title: CEO / Owner

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 L Coleman III Title: CEO / Owner

Better search format not using NAICS

E-mail:_ Phone: don3@bluediverllc.com 251-370-0701

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section 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 # 2020-2045-06 Your Bid/Proposal Amount $ $1,190,045.00 Date: 03 / 13 / 2023

Description Mobile Bay Shore Habitat Acquistion and Restoration - Phase II

Name of Bidder/Proposer: Blue Diving & Salvage, 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
Innovative Contracting Services	241-490-4027	Hauling	$142,805.40	12%	Yes	
Esfeller Contruction	251-957-2210	Hauling	$178,506.75	15%	No	
Heavy Machines Inc	251-653-5955	Equipment Rental	$154,000.00	13%	No	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Blue Diving & Salvage, LLC

Contact Person: Don L Coleman III Phone 251-370-0701 Email don3@bluediverllc.com

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

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

Better search format not using NAICS

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
	X	**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

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

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. Using DBE to the company's full capacity. Owns seven dump trucks.

Suggestions or comments to improve this program. Better search format not using NAICS codes. More geographically relevent results.

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Don L. Coleman III (affiant) who, being duly sworn says as follows:

President/CEO of Blue Diving & Salvage LLC .

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Owner for Blue Diving & Salvage LLC that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Blue Diving & Salvage, LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1583171 .

CEO of Blue Diving & Salvage, LLC

Sworn to and subscribed before me this the 13 day of March , 2023

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

CHRISITE T. TURNER
My Commission Expires
January 21, 2025

ATTACHMENT “D”

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2020-2045-06
PROJECT NAME: MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION - THREE MILE CREEK DREDGING

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

_____

_____ _____

Witness Signature of Authorized Agent

_____ Title _____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. **2020-2045-06**
PROJECT NAME: MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION - THREE MILE CREEK DREDGING

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

_____day of _____, 20___. By: _____

Title: _____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The Contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

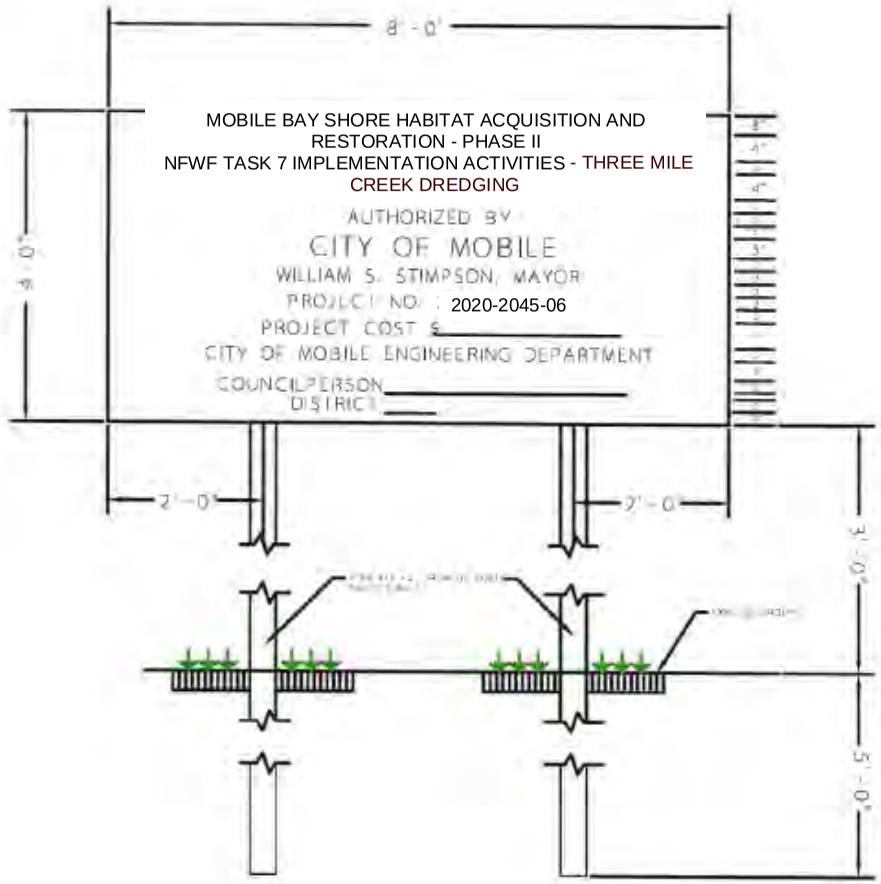
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”

SIGN DETAILS



PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.

2) Sign to be placed at location directed by the Engineer.

3) Sign to 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 and not on a board nailed to the sign.

CHECKED	REVISION	DATE

CITY OF MOBILE
ENGINEERING DEPT
CITY STANDARDS
PROJECT SIGN DETAIL
SIGN 1 OF 1
SCALE: N.T.S. | DATE: NOV 20, 2013

ATTACHMENT “F”

GEOTECHNICAL & SOIL SAMPLING REPORTS

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

August 25, 2021

Moffatt & Nichol
11 North Water Street, Suite 20220
Mobile, AL 36602

Attn: Mr. Mary Beth Sullivan, P.E.

Email: msullivan@moffattnichol.com

Re: Soils Explorations and Geotechnical Engineering Studies for the 3-Mile Creek Restoration in Mobile, Alabama

Dear Ms. Sullivan:

Geotechnical Engineering-Testing, Inc. (GET) has completed the authorized soils explorations and geotechnical engineering studies for the proposed restoration of 3-Mile Creek in Mobile, Alabama. These engineering services were performed in accordance with the subcontract agreement with Moffat & Nichol dated January 18, 2021. We understand that the project will generally consist of the removal of materials that have silted in and plugged the original 3-Mile Creek alignment for a distance of approximately 1500 ft.

Samples were collected at 3 locations along the anticipated alignment of 3-Mile Creek. The selected boring locations are shown on the attached plan drawing that was provided to us by Moffat and Nichol. These are identified as the primary locations. GET personnel determined the actual boring locations in the field utilizing a network rover sub-meter GPS device. Borings may have been offset slightly from the requested locations due to inaccessibility.

Since there was at least 1 ft of standing water at each planned sampling location, standard drilling and sampling methods were not feasible for this project. The method utilized for sampling the soils was to push a sampling tube to refusal. At each location, a 3-inch diameter thin-walled aluminum tube was pushed/driven until refusal. The sampling tubes were sealed in the field and returned to the laboratory where the tubes were cut open lengthways and the samples were examined and visually classified by the project engineer. Results of the soils explorations are presented on the attached Logs of Boring and photographs of the samples.

It should be noted that the actual length of sample measured in the laboratory was 20 to 30 percent less than the depth that the tube was pushed in the field. This does not appear to have occurred from material loss at the bottom of the tube. It is anticipated that this occurred due to two probable reasons. The samples were likely compacted in the field to some degree due to the pushing/driving of the sampler. This is very common when pushing samplers or vibracore sampling of very soft to soft materials. Additionally, the samples were held at the laboratory in a sealed upright position for several days before extraction. This was performed so samples could be immediately collected upon extraction and sealed for delivery to Ephriam and Associates Consulting, LLC to minimize loss of vapors from within samples. The very soft silts, clay and organic materials are highly compressible and would compact/compress under either condition. The firm sands at the bottom of each of the samples would not likely compact very much.

The soils explorations also included performance of laboratory tests on selected soil samples recovered during the sampling operations. The laboratory tests were for the purpose of determining certain mechanical soil properties and included natural moisture content, Atterberg limits, sand grain size analysis tests. Results of laboratory tests are shown on the Log of Boring opposite the samples tested and in the Summary of Laboratory Results table and the Grain Size Distribution Curves that follow the Logs of Boring.

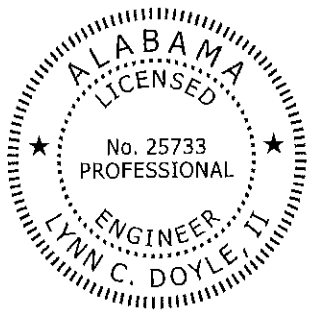
This letter report completes the geotechnical engineering services requested for this project. GET is not responsible for the use of the information provided in this report except at the location specified. Our professional services for this project have been performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering principles and practices. The services identified herein were completed in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality and under similar conditions as this project. No other representation, expressed or implied, is included or intended, and no warranty or guarantee is included or intended in this letter report or any other instrument of service.

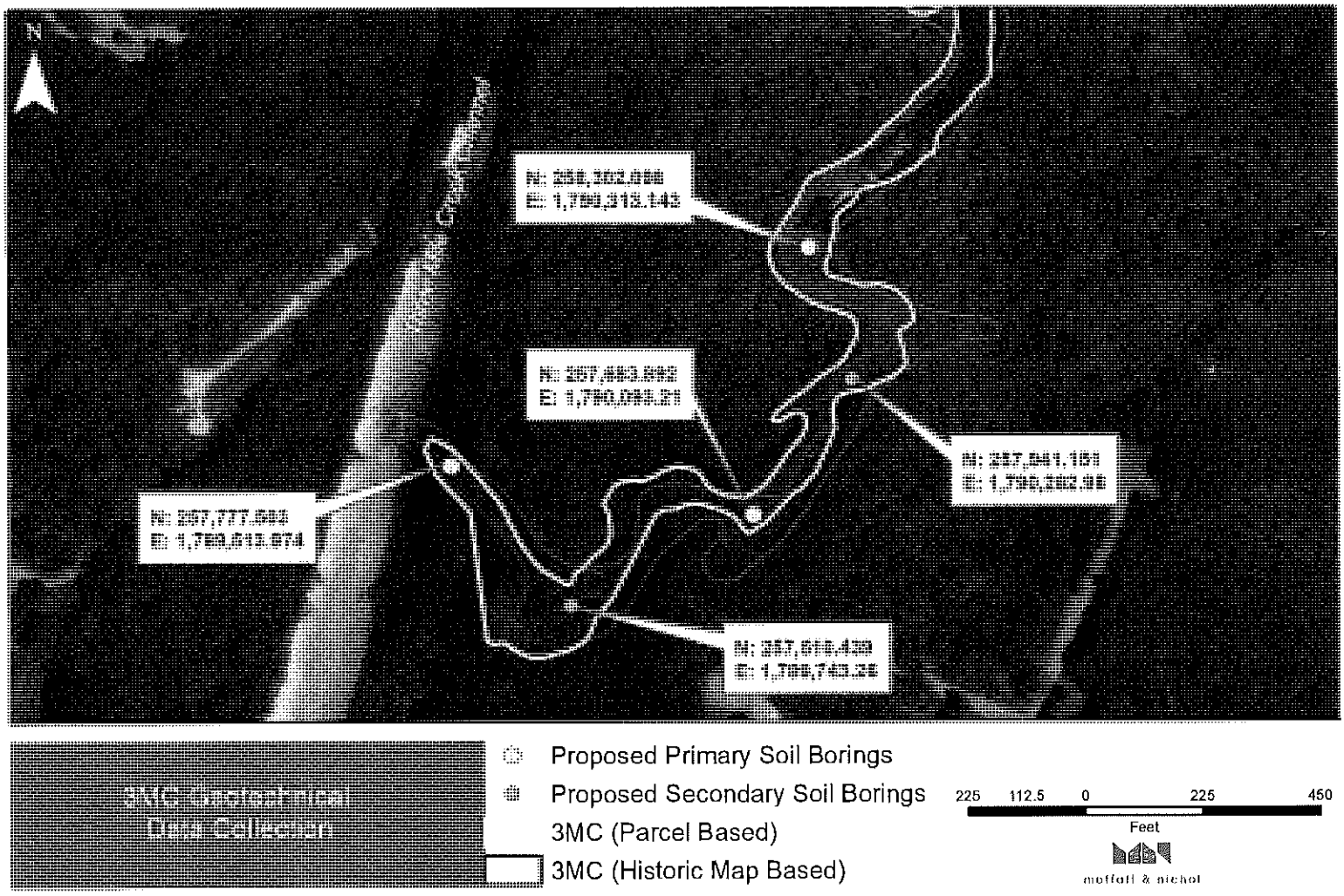
Please call Curt Doyle, P.E. if you have any questions regarding this report.

Sincerely yours,

GEOTECHNICAL ENGINEERING-TESTING, INC.

Curt Doyle, P.E.
Principal Engineer
Alabama License No. 25733
Date: 8/24/2021




N
N: 258,202,088
E: 1,799,313.143
N: 257,883,892
E: 1,799,088.31
N: 257,777,594
E: 1,799,611.674
N: 257,841,151
E: 1,799,382.88
N: 257,619,439
E: 1,799,743.28
3MC Geotechnical Data Collected
Proposed Primary Soil Borings
Proposed Secondary Soil Borings
3MC (Parcel Based)
3MC (Historic Map Based)
225 112.5 0 225 450
Feet
moffatt & nichol

PROJECT NAME: THREE MILE CREEK RESTORATION

G.E.T. PROJ. NUMBER: 21-112

PROJECT LOCATION: MOBILE, AL

DRILL RIG:

DRILL METHOD:

REMARKS:

DATE DRILLED: 8/11/21

BORING DEPTH: 6.4 FT.

BORING ELEV.:

DATUM:

WATER DEPTH:

DRILL CREW: PK, JB, PK(LOGGER)

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-1

BORING LOCATION: FOOT OF PLUG

N: 1789469.4 **E:** 257793.7

ELEV IN FEET	DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	UNIFIED CLASS
	0		Water									
			Black organic silt and clay	1		86				47.4		
			Gray sand with some silt	2		29				6.1		
			Black organic silt and clay	3								
			Gray sand with some silt	4								
	5											
			Note: Tube was pushed/driven 6.4' from water surface. Sample lengths indicated above were measured in laboratory.									
			B.T. @ 6.4 FT									
	10											
	15											

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/O NC & N-E & ELEV 21-112 3 MILE CREEK SOIL PLUG.GPJ GETI_AL.GDT 8/24/21

PROJECT NAME: THREE MILE CREEK RESTORATION

G.E.T. PROJ. NUMBER: 21-112

PROJECT LOCATION: MOBILE, AL

DRILL RIG:

DRILL METHOD:

REMARKS:

DATE DRILLED: 8/13/21

BORING DEPTH: 10 FT.

BORING ELEV.: 1.6 FT.

DATUM:

WATER DEPTH:

DRILL CREW: PK, JH, PK(LOGGER)

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-2

BORING LOCATION: MIDDLE OF PLUG

N: 1790065.6 **E:** 257678.9

ELEV IN FEET	DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	UNIFIED CLASS
	0		Water									
0			Gray silty sand w/ organics	1		45				14.5		
			Dark gray silty clay w/ organics	2		79				60.5		
	5		Gray sandy clay w/ organics & light gray sand	3		72				47.4		
-5			Light gray sand with some silt	4								
	10		Note: Tube was pushed/driven 10.0' from water surface. Sample lengths indicated above were measured in laboratory. B.T. @ 10 FT									
-10												
	15											

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/O NC & N-E & ELEV 21-112 3 MILE CREEK SOIL PLUG.GPJ GETJ_AL.GDT 8/24/21

PROJECT NAME: THREE MILE CREEK RESTORATION

G.E.T. PROJ. NUMBER: 21-112

PROJECT LOCATION: MOBILE, AL

DRILL RIG:

DRILL METHOD:

REMARKS:

DATE DRILLED: 8/11/21

BORING DEPTH: 10.5 FT.

BORING ELEV.:

DATUM:

WATER DEPTH:

DRILL CREW: PK, JH, JB, PK(LOGGER)

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-3

BORING LOCATION: HEAD OF PLUG

N: 1790216.2 **E:** 258229.4

ELEV IN FEET	DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	UNIFIED CLASS
	0		Water									
	5		Gray silty clay w/ organics	1		143				83.3		
			Light gray sand with some silt	2								
	10		Note: Tube was pushed/driven 10.54' from water surface. Sample lengths indicated above were measured in laboratory. B.T. @ 10.5 FT									
	15											

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/O NC & N-E & ELEV 21-112 3 MILE CREEK SOIL PLUG.GPJ GETI_AL.GDT 8/24/21

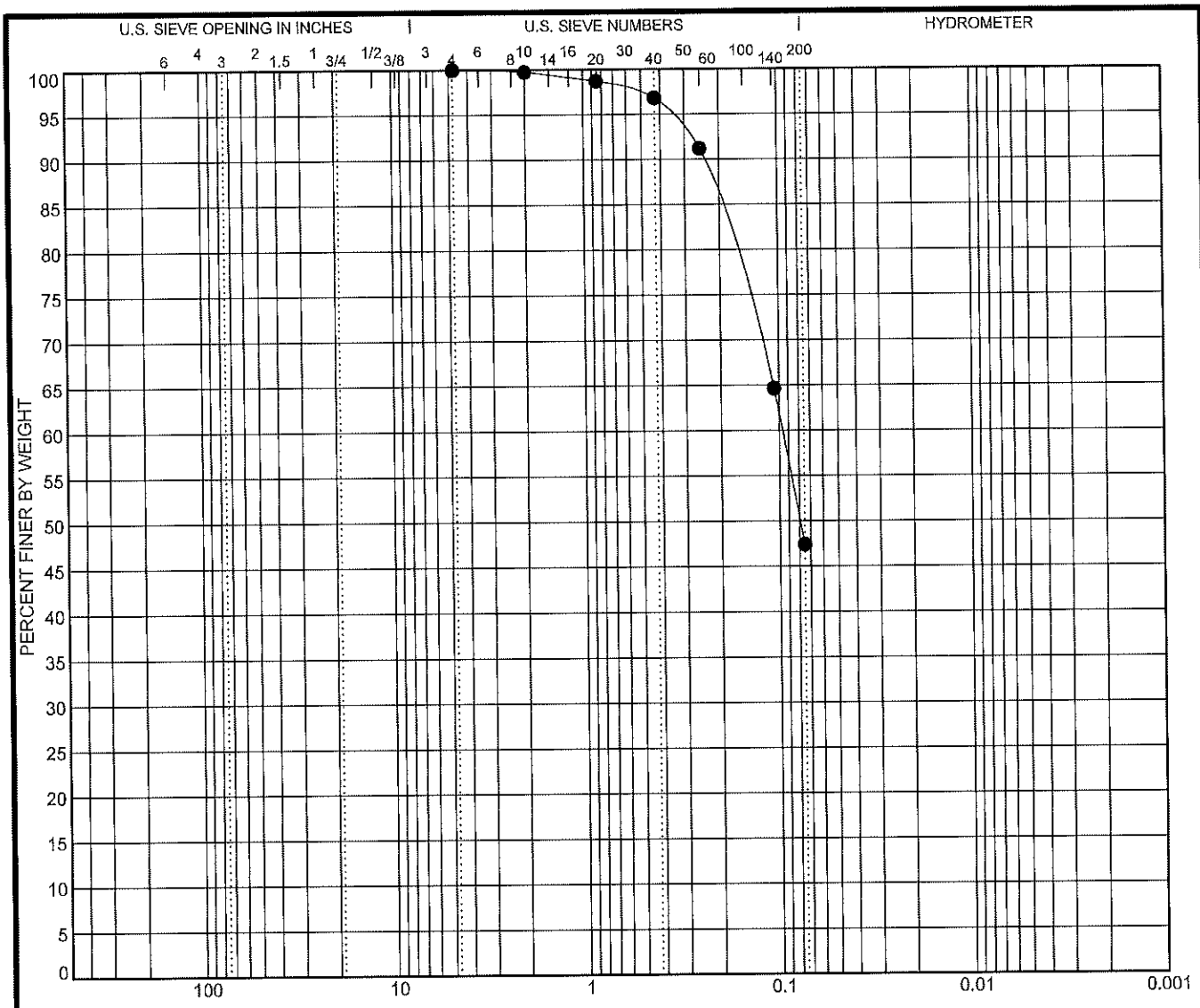
Boring Location	Boring No.	Sample ID	Depth (ft)	Water Content (%)	Atterberg Limits			% Gravel	% Sand	% Passing 200 (if hydrometer data available)		D_{50} (mm)	USCS	AASHTO Class
					LL	PL	PI			% Silt	% Clay			
FOOT OF PLUG	B-1	1	2.0	86				0.0	52.6	47.4		0.079		
FOOT OF PLUG	B-1	2	2.8	29				0.5	93.3	6.1		0.177		
MIDDLE OF PLUG	B-2	1	1.0	45				0.0	85.5	14.5		0.137		
MIDDLE OF PLUG	B-2	2	2.9	79				0.5	39.1	60.5				
MIDDLE OF PLUG	B-2	3	5.1	72				0.0	52.6	47.4		0.078		
HEAD OF PLUG	B-3	1	2.5	143				0.1	16.6	83.3				

SOIL CLASSIFICATION SUMMARY 21-112 3 MILE CREEK SOIL PLUG.GPJ GET_ALGDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

SOIL CLASSIFICATION SUMMARY

GET PROJECT NUMBER: 21-112
PROJECT NAME: THREE MILE CREEK RESTORATION
COUNTY: MOBILE



Test Method: _____

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification	Classification	LL	PL	PI	Cc	Cu
●	B-1 1;2.0 ft.						

Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
B-1 2.0 ft.	4.75	0.097			0.0	52.6	47.4	

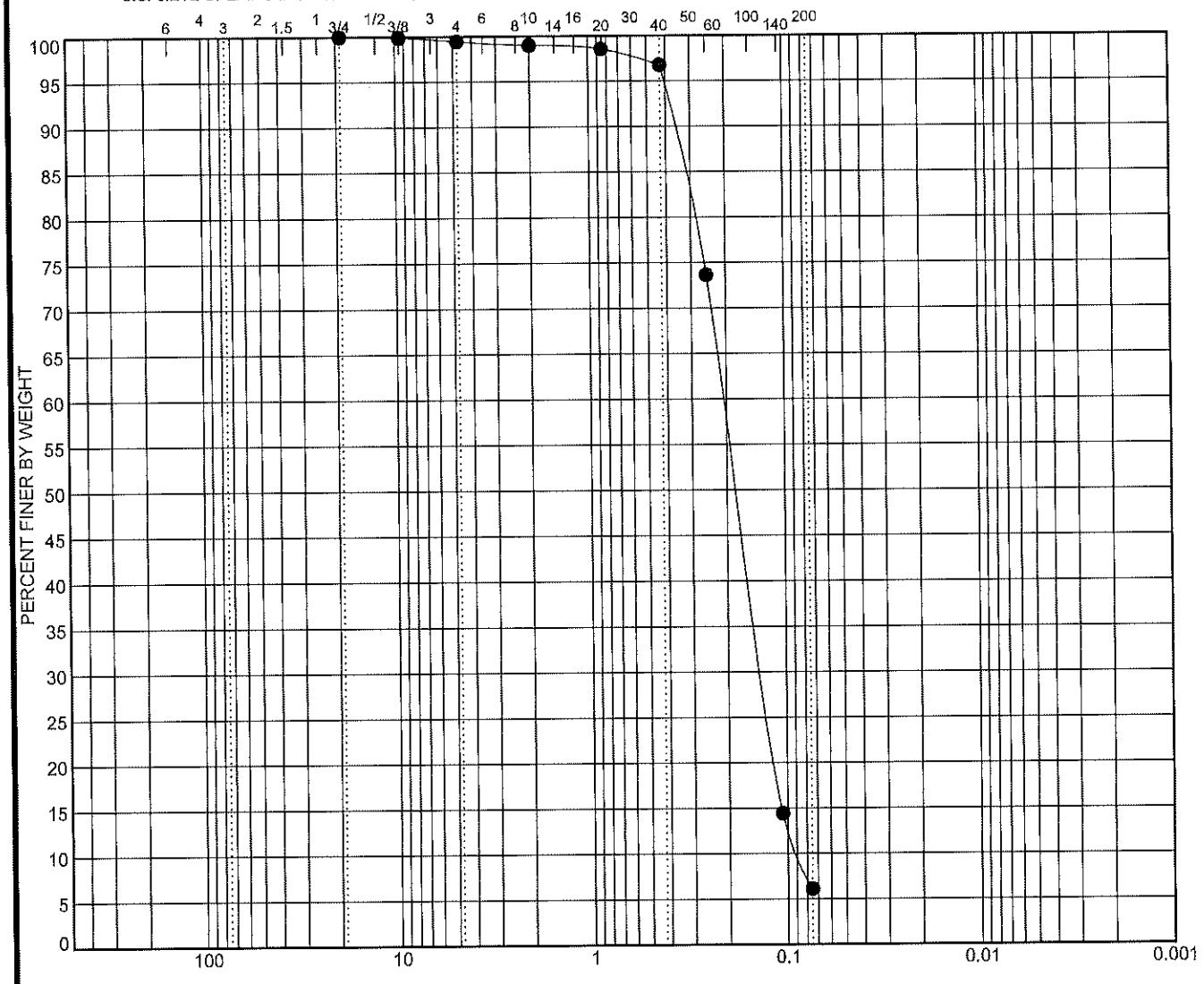
REMARKS:

GET GRAINSIZE 21-112 3 MILE CREEK SOIL PLUG.GPJ GETI AL.GDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

GRAIN SIZE DISTRIBUTION

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL



Test Method: _____

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification		Classification	LL	PL	PI	Cc	Cu
●	B-1	2;2.8 ft.					0.98	2.33

Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
B-1	2.8 ft.	19	0.205	0.133	0.088	0.5	93.3	6.1	

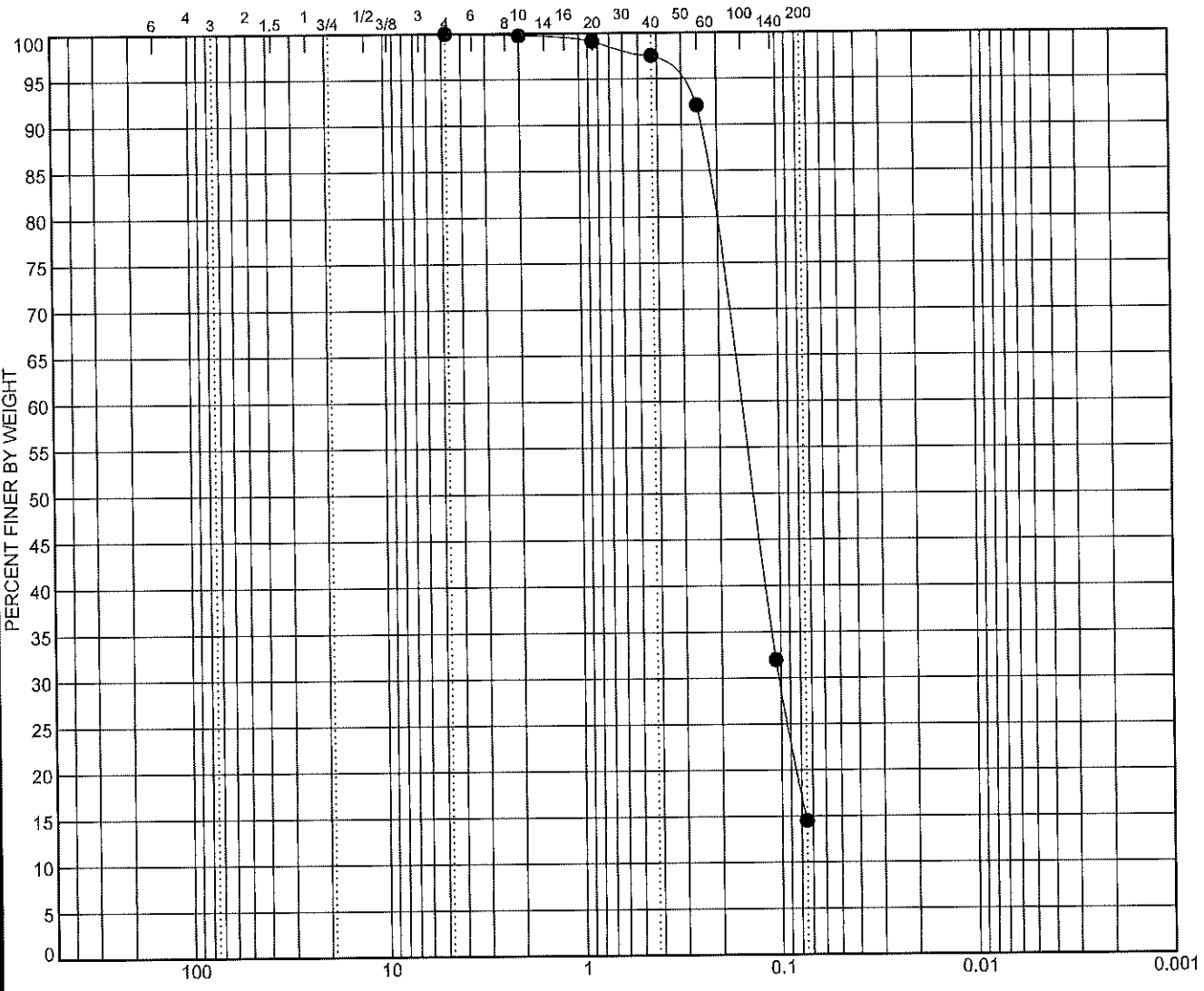
REMARKS:

GET_GRAINSIZE_21-112 3 MILE CREEK SOIL PLUG.GPJ GETJ_AL.GDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

GRAIN SIZE DISTRIBUTION

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL



Test Method: _____

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Classification	LL	PL	PI	Cc	Cu
● B-2 1;1.0 ft.						

Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
B-2 1.0 ft.	4.75	0.158	0.102		0.0	85.5	14.5	

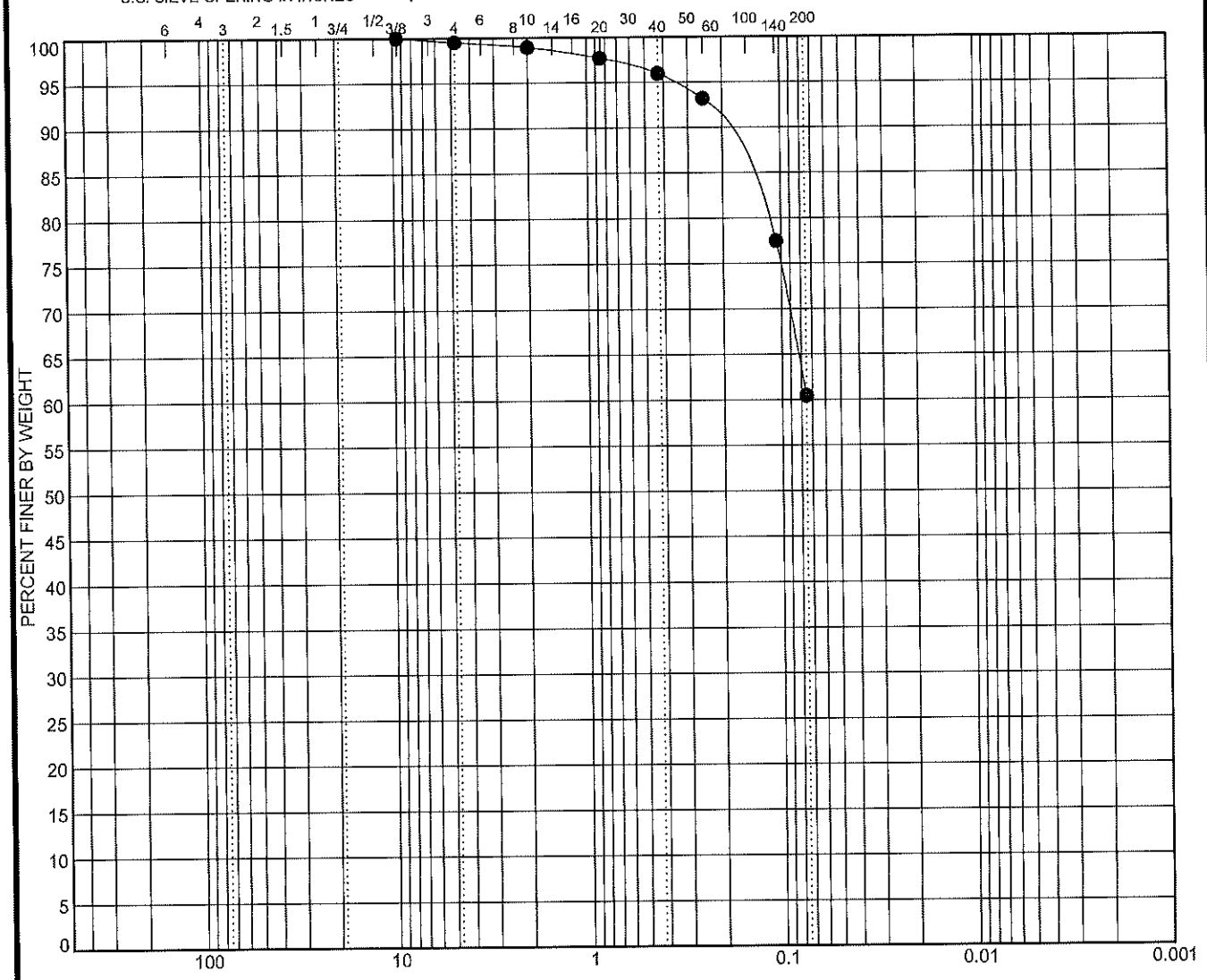
REMARKS:

GET GRAINSIZE 21-112 3 MILE CREEK SOIL PLUG.GPJ GET1 AL.GDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

GRAIN SIZE DISTRIBUTION

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL



Test Method: _____

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification		Classification	LL	PL	PI	Cc	Cu
●	B-2	2;2.9 ft.						

Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
B-2	2.9 ft.	9.5				0.5	39.1	60.5	

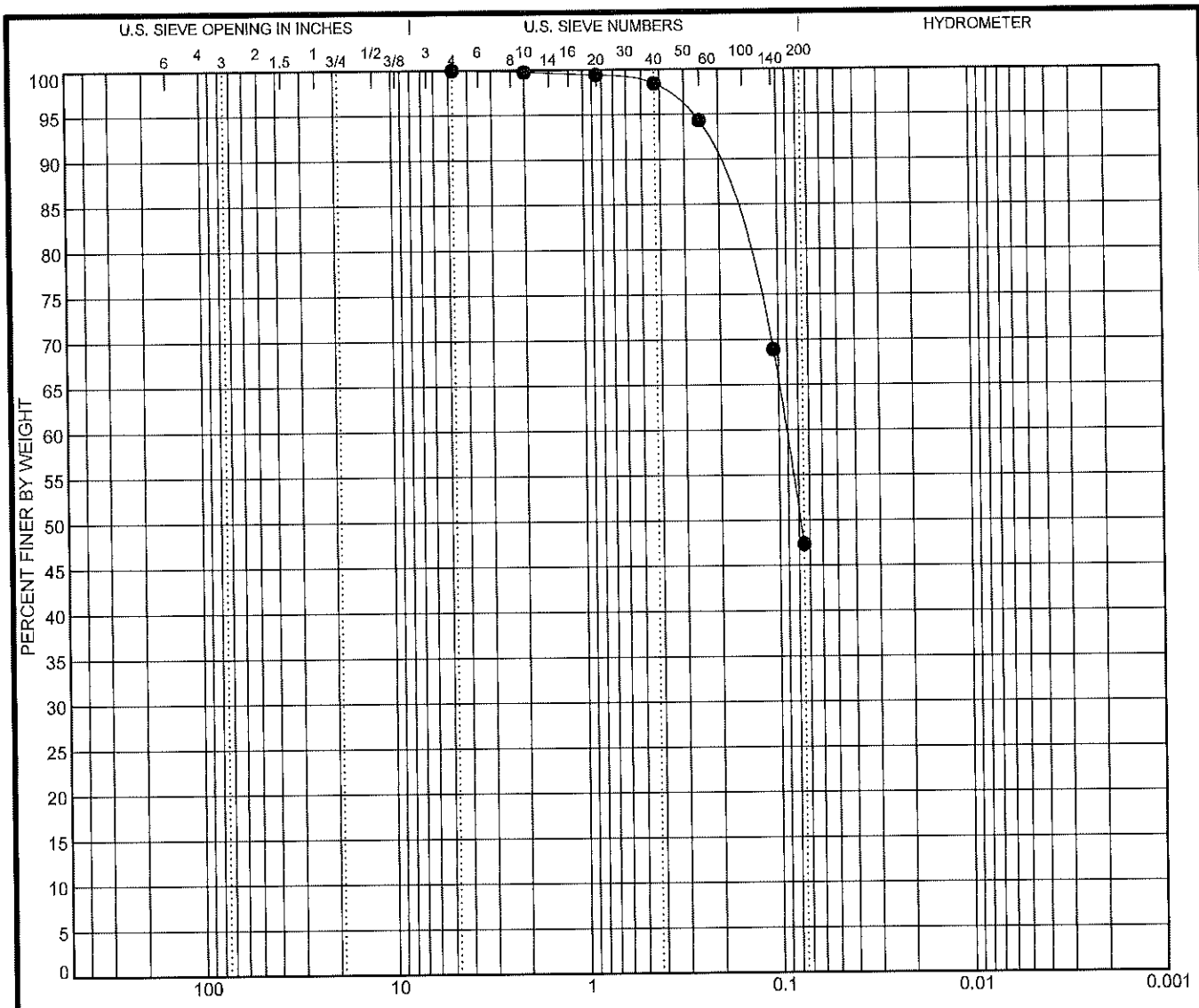
REMARKS:

GET GRAINSIZE 21-112 3 MILE CREEK SOIL PLUG.GPJ GETI_AL.GDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

GRAIN SIZE DISTRIBUTION

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL



Test Method: _____

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification		Classification	LL	PL	PI	Cc	Cu
●	B-2	3;5.1 ft.						

Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
B-2	5.1 ft.	4.75	0.092			0.0	52.6	47.4	

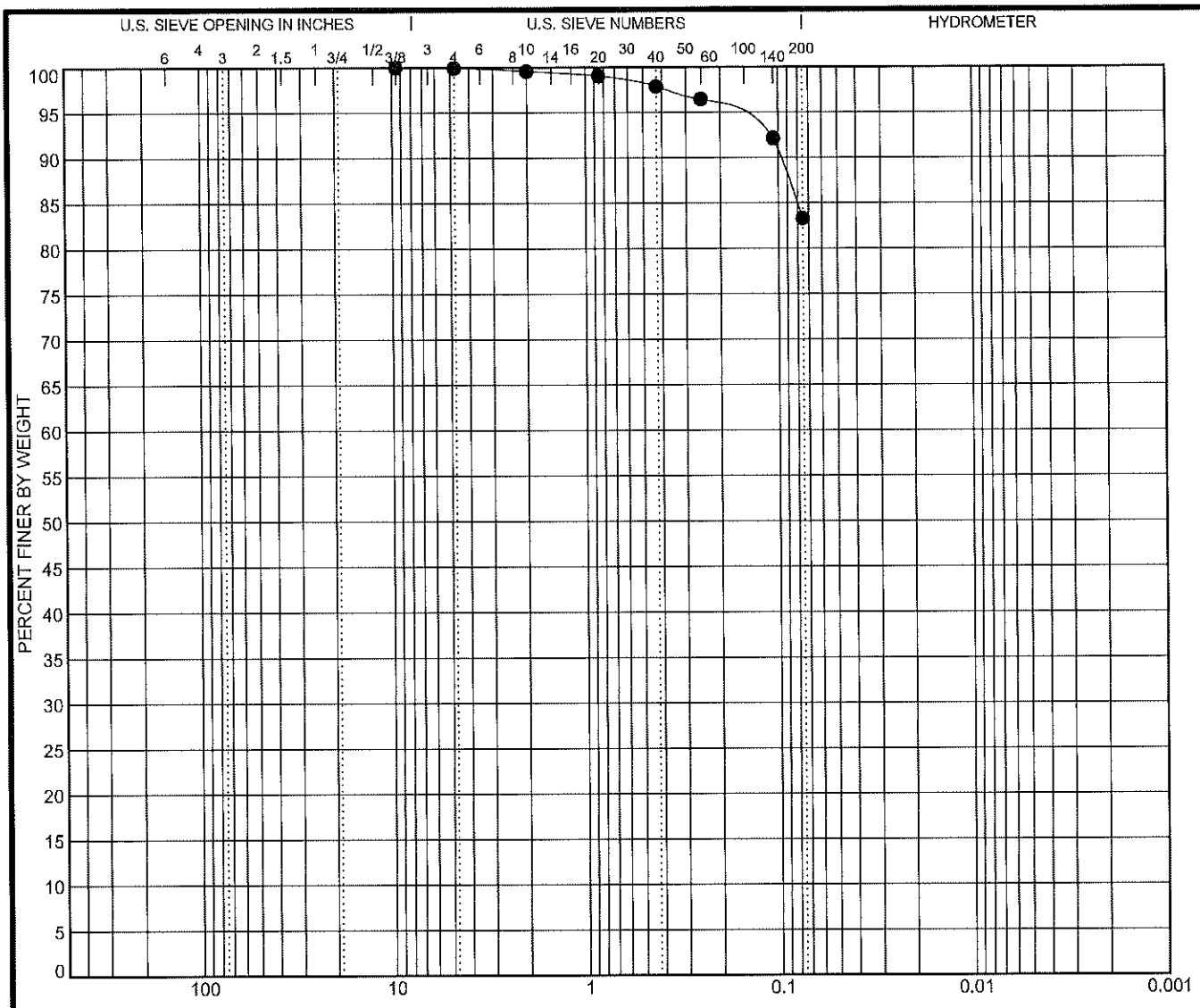
REMARKS:

GET_GRAINSIZE_21-112 3 MILE CREEK SOIL PLUG.GPJ GETI_AL.GDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

GRAIN SIZE DISTRIBUTION

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL



Test Method: _____

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification		Classification	LL	PL	PI	Cc	Cu
●	B-3	1;2.5 ft.						

Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
B-3	2.5 ft.	9.5				0.1	16.6	83.3	

REMARKS:

GET GRAINSIZE 21-112 3 MILE CREEK SOIL PLUG.GPJ GETI_AL.GDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

GRAIN SIZE DISTRIBUTION

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL

ATTACHMENT “G”

PROJECT ADDENDUMS

ADDENDUM NO. 01

FOR:

MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION – PHASE II NFWF TASK 7 – IMPLEMENTATION ACTIVITIES THREEMILE CREEK DREDGING PROJECT NO. 2020-2045-06

OWNER:

THE CITY OF MOBILE
Mobile Government Plaza
205 Government Street
Mobile, AL 36602

CONTRACT DOCUMENTS HAVE BEEN REVIEWED FOR USE BY:

The City of Mobile

TECHNICAL SPECIFICATIONS PREPARED BY:

Moffatt & Nichol, Inc.

Gerald Songy, PE

DISCLAIMER:

It is the sole responsibility of the Contractor to read and understand all terms and provisions contained in this document, as it is a legally binding contract. Contractors are encouraged to consult legal counsel prior to its execution.

Issued Date: March 3, 2023 03/03/23

General

1. This Addendum shall supplement, amend, and become part of the Bid Documents. All Bids and the Construction Contract shall be hased on these modifications.
2. Bidders shall acknowledge the receipt of this addendum on their Bid Form.

A mandatory pre-bid meeting was held from 1:00 PM to approximately 2:00 PM on Tuesday, February 28th at the Mobile Government Plaza building. The project team consisting of members affiliated with the City of Mobile and Moffatt & Nichol were introduced, followed by a presentation on the project and time for questions at the end. Questions asked during the meeting are provided below with responses. Attendees were present both in-person and virtually, and the attendance lists are provided as an attachment to this addendum.

Bids will be publically opened and read on Wedensday, March 15th, 2023 at 2:30 PM local time in the first floor atrium of the Mobile Government Plaza Building. Questions may be asked by prospective bidders until 12:00 PM on Friday, March 10th. Submit questions by e-mail to both Gerald Songy (gsongy@moffattnichol.com) and Jenn Greene (jennifer.greene@cityofmobile.org).

Contractors are encouraged to reach out to Archnique Kidd (Archnique.kidd@cityofmobile.org) at the City of Mobile if there are any questions regarding the Disadvantaged Business Enterprise outreach, utilization, or supplier diversity requirements while preparing bids.

Questions and answers from bid questions asked during the mandatory pre-bid meeting or submitted by contractors:

Question 1: Can we enter the site and go look at it?
Response: The site can be accessed by the public from Dr. Martin Luther King, Jr. Avenue. The City owns the right-of-way for Butchers lane, and parcels within the material transfer area.

Question 2: Can you provide the engineer's esimtate or budget for this project?
Response: The City cannot provide this information.

Question 3: Would any disposal fees be the responsibility of the awarded contractor to pay?
Response: Yes. Payment for Bid Item No. 4, "Dredging and Material Disposal (210-C)" will be per the contract unit price per cubic yard for removal of the material from the permitted dredge template and disposal of the material at an approved location.

Question 4: Are there any other areas of the project site (other than the residential area surrounding Bizzel, Patton, and Belsaw Avenues) that are subject to work hour limitations?
Response: None that we are aware of at this time. See page 26 of the project manual, item 36 of the Special Provisions, which states "Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department".

Question 5: Who do we contact about working hours?
Response: All project inquires come to this team (include Jenn Greene and Gerald Songy on all emails), and we will coordinate with the City of Mobile Traffic Department.

Question 6: What are the specific working hours that work would be limited to?
Response: Monday to Friday, 7AM to 5PM.

Question 7: Would access be allowed from the southern side of Dr. Martin Luther King, Jr. Avenue? We would consider using a crane to get equipment in the U.S. Army Corps of Engineers (USACE) Bypass Channel.

Response: This depends on what you are trying to do, because there is no boat launch there. These parcels along the USACE Bypass channel immediately to the south of the Dr. MLK, Jr. Avenue are not included in the permit and therefore would only be eligble for use to access the waterway. The parcels are owned by the City of Mobile. The awarded contractor should notify the City if this area is inteded to be used at the pre-construction meeting.

Question 8: Is there a possibility of this bid opening date getting extended? The request was "seconded."
Response: Not at this time. The project team will note these requests.

Question 9: Any sort of estimate or quantity of vegetation to be cleared and grubbed and removed? We aren't worried about unit price, just the lump sum. It is difficult to evaluate that.
Response: No estimate. The engineer's estimate assumed clearing, grubbing, stump removal, and hauling the material to an approved disposal location. The existing grade shown on the drawings (which is based on the topographic survey) within the dredging area is situated at the base of any vegetation, trees, and shrubs.

Question 10: Overdredge tolerance to this project?
Response: The permitted dredge template is shown in sheets C-301 through C-309 on the design drawings. The awarded contractor shall dredge to a target elevation of -4 ft NAVD 88. There is a 1 foot allowable overdepth from the target bottom elevation of -4 ft NAVD 88 down to -5 ft NAVD 88, and 5H:1V (horizontal:vertical) side slopes until daylight. The awarded contractor will be paid for material that is removed from within the permitted dredge template. The Issued for Construction Drawings will show the allowable overdepth template situated between bottom elevations -4 ft NAVD 88 and -5 ft NAVD 88.

Question 11: Mechanical dredging of USACE Bypass channel, it appears there is a large distance between the channel and the material transfer area. The vegetation and shoaling area between the bank and the channel appears to be 50+ feet and could be challenging if using mechanical dredging methods to perform the work.
Response: Any means and methods chosen by the awarded contractor are sufficient as long as they adhere to the permit stipulations. The permit language mentions that sediment and vegetation removal are generally permitted under NWP 27. This project's permit falls under Nationwide Permit 27: Aquatic Habitat Restoration, Enchancement, and Establishment Activities. The permit language states that if greater than or equal to 1/10 of an acre (4,356 Square Feet) is permanently altered, then mitigation would need to be implemented at a 1:1 ratio. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Please see the attached Nationwide Permit 27 Document for more information.

Question 12: Have you performed any testing of the material within the dredging area to ensure there are no contaminants?
Response: Yes, this analysis has been performed. A report with a summary of the analysis is provided as an attachment to this addendum.

Question 13: Is there existing topography of staging area and canal?
Response: There is publicly available LiDAR elevation data (published by the US Geological Survey in 2010) of the material staging area. The afformentioned LiDAR data was used in design, and can be provided to the awarded contractor upon request. To the best of the project team's knowledge, there are no significant variation in the LiDAR elevation data and current elevations of the staging area. Detailed bathymetry data of the canal were not collected. However, the canal is generally 5-8 feet deep depending on seasonal water levels and tides.

Question 14: Is the volume estimate associated with Bid Item No. 4, "Dredging and Material Disposal (210-C)" based on the design dredge template?

Response: The estimated volume associated with Bid Item No. 4 is based on the template outlined by a bottom elevation of -5 ft NAVD 88 having a 20 foot bottom width and sloping up at a 5:1 (horizontal:vertical) side slope to existing grade (as shown on C-301 through C-309 on the design drawings).

Question 15: Is there any overdredge that is paid?
Response: Yes, see Question 10.

Question 16: Is there a tolerance that is plus and minus?
Response: See the response to Question 10.

Question 17: That volume is a hard number and if it takes more than that to achieve design then the contractor would have to burden the cost?
Response: The Owner would pay for the volume of dredged material removed from within the permitted dredge template. The "Pre-Dredging Survey" section of the Supplemental Specifications (page 42) states "Immediately after CONTRACTOR has completed Clearing and Grubbing, the pre-dredging survey can be performed." The data collected in the pre-dredging survey will be used to re-evaluate the estimated quantity for Bid Item No. 4, "Dredging and Material Dispoal (210-C)." Additonal items of work necessary for the completion of this contract may be added by Change Order per Item VIII - Special Provisions item 8 (page 23).

See page 11 of the project manual, which states: "The quantities for bid items listed on the proposal shects are estimated quantities. Payment ot the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herin provided".

Question 18: Will the pre-bid attendee list be released?
Response: Yes, the pre-bid sign-in sheet and virtual attendee list are provided as an attachment to this addendum.

Question 19: Is there any provisions to the apple snail, or anything specific that we would need to do to address this?
Repsonse: Use best management practices as practical. Annual removal and spraying has been initiated upstream. Contractor may eradicate eggs as they are encountered, and is required to report sightings to the City.

Question 20: Is there any additional dredge surveys after clearning and grubbing or are we working off of volumes from the design survey?
Response: The "Pre-Dredging Survey" section of the Supplemental Specifications (page 42) states "Immediately after CONTRACTOR has completed Clearing and Grubbing, the pre-dredging survey can be performed." The estimated quantity for Bid Item No. 4, "Dredging and Material Disposal (210-C) was calculated based on the design survey, but the contractor will be paid based on the total volume removed between the Pre-Dredging Survey grade and the Post-Dredging Survey grade (material removed from within the permitted dredge template).

Question 21: Is box cutting permitted?
Response: As long as the Contractor can form that to the dredge template.

Question 22: How old is hydro survey data?
Response: The elevation data were collected in July/August of 2021. See the dredging notes on sheet G-002 of the drawings.

Question 22: Can you send plans and specs electronically?

Response: A prospective bidder may request an electronic version of the plans from the engineer. If the prospective bidder is interested in bidding the project, they may mail to -or drop off a check at- the Moffatt & Nichol office. The Project Manual can then be provided to the prospective bidder.

Question 23: Will you be emailing all amendments to everyone that's signed up?
Response: All addenda will be emailed to each person on the pre-bid meeting sign-in sheet and virtual attendees list. All addenda will also be placed on the City's bid website (https://www.cityofmobile.org/bids/).

Announcement: Contractors may pick up drawings from the Moffatt & Nichol office in downtown Mobile. Bring a $100 check. If the prospective contractor returns the plans and specs within 10 days of bid opening, the check will be returned or shredded based on the prospective Contractors preference.

Attachments:

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1. Pre-bid meeting sign-in sheet
2. Sediment Sampling Report
3. Pre-bid meeting presentation
4. Nationwide Permit 27 Document: Aquatic Habitat Restoration, Enhancement, and Establishment Activities

ADDENDUM NO. 02

FOR:

MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION – PHASE II NFWF TASK 7 – IMPLEMENTATION ACTIVITIES THREEMILE CREEK DREDGING PROJECT NO. 2020-2045-06

OWNER:

THE CITY OF MOBILE
Mobile Government Plaza
205 Government Street
Mobile, AL 36602

CONTRACT DOCUMENTS HAVE BEEN REVIEWED FOR USE BY:

The City of Mobile

TECHNICAL SPECIFICATIONS PREPARED BY:

Moffatt & Nichol, Inc.

Gerald Songy, PE

DISCLAIMER:

It is the sole responsibility of the Contractor to read and understand all terms and provisions contained in this document, as it is a legally binding contract. Contractors are encouraged to consult legal counsel prior to its execution.

Issued Date: March 10, 2023

03/10/23

General

1. This Addendum shall supplement, amend, and become part of the Bid Documents. All Bids and the Construction Contract shall be based on these modifications.
2. Bidders shall acknowledge the receipt of this addendum on their Bid Form.

Questions and answers from bid questions submitted by contractors after the mandatory pre-bid meeting and before the question closing date:

Question 1: Would it be acceptable to submit copies of the bid documents and bid bond at bid time if the originals were in the mail? Or would emailed bids be acceptable?

Response: Per the contract documents: "Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, March 15th, 2023 and then publicly opened and read in the atrium on the 1st floor of the Mobile Government Plaza."

Question 2: Is there any possibility that the bid date could get pushed back a week?

Response: The bid opening date will not be extended.

Changes to the Contract Specifications:

1. On page 41 of the Specifications, the following paragraph shall be added to the end of item 8., "SECTION 600, MOBILIZATION, SUB-SECTION 600.01:

"The Contractor shall provide weekly, safe, and reasonable means of transportation to and from the marine work sites, staging areas, and other work areas for the Owner, Engineer, or their authorized representatives for the duration of the Work. Engineer authorized representative may be present up to several days per week during active construction. The schedule and pickup location shall be arranged by the Engineer/authorized representative and the Contractor prior to mobilization. The Contractor shall provide a boat with an operator for the exclusive use of the Owner, Engineer, or their authorized representatives to tour the Project Site during the Work. The boat shall have up to six (6) passenger capacity with PFDs as required, Coast Guard certified, operable marine radio, all safety equipment required by the Coast Guard for the size and type of that boat, and adequate draft to access all areas of the Project Site. The Contractor shall supply the fuel and maintain the boat. All mechanical malfunctions of the boat shall be repaired within forty-eight (48) hours."

ATTACHMENT “H”

USACE & ADEM PERMITS

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, MOBILE DISTRICT
P.O. BOX 2288
MOBILE, AL 36628-0001

February 2, 2022

South Alabama Branch
Regulatory Division

SUBJECT: Department of the Army Nationwide Permit, File Number SAM-2021-00187-JCC, City of Mobile, Three Mile Creek

City of Mobile
Attention: Matt Jollit
Email Address: matt.jollit@cityofmobile.org
205 Government Street
Mobile, Alabama 36602

Dear Mr. Jollit:

This letter is in response to your request for verification of Department of the Army Nationwide Permit (NWP) authorization to hydraulically restore Three Mile Creek. The project has been assigned file number SAM-2021-00187-JCC, which should be referred to in any future correspondence with this office concerning this project. The project is located in Three Mile Creek near Bizzel Street, Patton Avenue, and Belsaw Avenue; at Latitude 30.706731° North, Longitude -88.068633° West; within Section 44, Township 3 South, Range 1 West; in Mobile, Mobile County, Alabama.

Department of the Army permit authorization is necessary because your project involves work in waters of the United States, including wetlands, under our regulatory jurisdiction. The project activities include the hydraulic removal of approximately 20,500 cubic yards of accumulated sediment and vegetation from a segment of Three Mile Creek for the re-establishment of water flow through the original channel. The work area would include approximately 1,800 linear feet (4.1 acres) of the creek, which varies in width from between 20 feet to 100 feet. The creek will be excavated to a depth of -5ft NAVD88, and the side slopes will measure approximately 5:1 at completion. The removed material will be placed on city property on the opposite side of the USACE Bypass Channel (Mobile parcel key numbers 706418, 706427, 706436, 706445, 706472, 706481, and 706409) for dewatering and transfer to approved upland landfill locations. Appropriate BMPs, including turbidity curtains, will be maintained around the hydraulic restoration area, the entire primary 1.4-acre dewatering area, and the secondary 1.1-acre dewatering area throughout construction, as identified on attached site plans. All temporary structures and fill will be removed at completion of construction activities.

Based upon the information and plans you provided, we hereby verify the work described above, which would be performed in accordance with the attached drawings, is authorized by NWP 27, *Aquatic Habitat Restoration, Enhancement, and Establishment Activities,* in accordance with 33 CFR Part 330 of our regulations. This NWP and associated Regional and General Conditions are attached for your review and compliance.

This verification is valid until the NWP is modified, reissued, or revoked. All of the existing NWPs are scheduled to be modified, reissued, or revoked prior to March 18, 2022. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

Your use of this NWP is subject to the following special conditions:

a. The activity shall be conducted in accordance with the information submitted and meets the conditions applicable to the NWP, as described at Parts B and C of the NWP Program and State Regional Conditions.

b. Within 30 days of completion of the work authorized, the attached Compliance Certification must be completed and submitted to the USACE.

c. The attached yellow Notice of Authorization sign must be posted prominently at the site during construction of the permitted activity.

d. The permittee and/or contractors must notify the U.S. Army Corps of Engineers, (USACE), Engineering Division, Coastal Branch via phone or email 3 days prior to the commencement of construction activities. You may contact Ms. Valerie M. Morrow at 251-690-2484 or Valerie.M.Morrow@usace.army.mil.

e. The permittee must implement and maintain appropriate, effective Best Management Practices (BMPs) for prevention and control of nonpoint sources of pollutants during and after project implementation. The permittee, at a minimum, must implement applicable effective BMPs as provided in the "*Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas, July 2018*" published by the Alabama State Soil and Water Conservation Committee. The document may be accessed online at www.alconservationdistricts.gov/resources/erosion-and-sediment-control/.

f. The disposal of sediment, trees, brush and other project related debris in any wetland, stream corridor or other surface water is prohibited. Trees, brush, other debris, excess soil and other materials generated from project construction must be removed to an upland disposal area.

g. It is the permittee's responsibility to ensure the contractors working on this project are aware of all general and special permit conditions.

h. The permittee shall implement the attached “Alabama Standard Manatee Construction Conditions” throughout project construction. In the event of an equipment strike, collision with and/or injury to a manatee as a result of project implementation, work shall cease and the permittee shall immediately contact this office at (251) 690-3262 or (251) 690-2658, and the U.S. Fish and Wildlife Service in Daphne, (251) 441-5181.

Nothing in this letter shall be construed as excusing you from compliance with other federal, state, or local statutes, ordinances, or regulations which may affect this work. Revisions to your proposal may invalidate this authorization. In the event changes to this project are contemplated, it is recommended that you coordinate with us prior to proceeding with the work.

You are receiving an electronic copy only of this verification letter. If you wish to receive a paper copy, you should send a written request to this office at the following address: U.S. Army Corps of Engineers, Mobile District, Regulatory Division, Post Office Box 2288, Mobile, Alabama 36628. Electronic copies of this letter are also being sent to your agent, Moffatt & Nichol, Attention: Ms. Mary Beth Sullivan, at msullivan@moffattnichol.com; and to the Alabama Department of Environmental Management, Mobile Branch / Coastal Section, Attention: Mr. Scott Brown, at coastal@adem.alabama.gov and the Alabama Department of Conservation and Natural Resources, State Lands Division, Attention: Mr. Will Underwood, at DCNR.Coastal@dcnr.alabama.gov, and Mr. Jeremiah Kolb, at jeremiah.kolb@dcnr.alabama.gov.

Please contact me at (251) 690-3262 or Jessica.C.Comeaux@usace.army.mil if you have any questions. For additional information about our Regulatory Program, visit our web site at http://www.sam.usace.army.mil/Missions/Regulatory.aspx, and please take a moment to complete our customer satisfaction survey. Your responses are appreciated and will allow us to improve our services.

Sincerely,

Digitally signed by Jessica Crochet Comeaux
Date: 2022.02.02 16:21:32 -06'00'

Jessica C. Comeaux
Project Manager
South Alabama Branch
Regulatory Division

Attachments

When the structures or work authorized by this nationwide permit (file number SAM-2021-00187-JCC) are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

_____ _____

(TRANSFEREE) (DATE)

COMPLIANCE CERTIFICATION

US Army Corps of Engineers
Mobile District

Permit Number: **SAM-2021-00187-JCC**

Name of Permittee: **City of Mobile, Attention: Matt Jollit**

Date of Issuance: **February 2, 2022**

Upon completion of the activity authorized by this permit and any mitigation required by the permit, please sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Mobile District
Regulatory Division
Post Office Box 2288
Mobile, Alabama 36628-0001

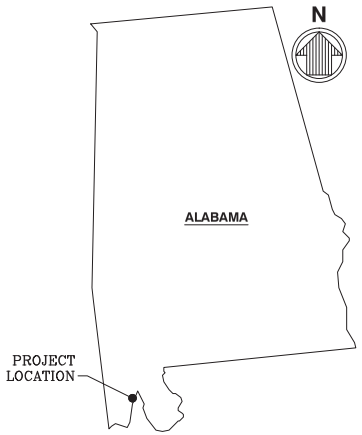
Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with all terms and conditions of this permit, the permit is subject to permit suspension, modification, or revocation and you are subject to an enforcement action by this office.

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit including any general or specific conditions, and the required mitigation was completed in accordance with the permit conditions and documentation required by 33 CFR 332.3(l)(3) has been provided to this office.

_____ _____
Signature of Permittee Date

THREE MILE CREEK HYDRAULIC RESTORATION

MOBILE, ALABAMA



VICINITY MAP
SCALE: NTS

LOCATION MAP
SCALE: NTS

30% DESIGN DRAWINGS FOR CITY OF MOBILE

SHEET INDEX		
INDEX	SHEET NO.	SHEET TITLE
1	G-001	COVER SHEET, VICINITY & LOCATION MAPS, AND SHEET INDEX
2	G-002	GENERAL NOTES, DESIGN CRITERIA, LEGEND AND ABBREVIATIONS
3	G-101	OVERALL & SITE ACCESS PLAN
4	G-102	ENLARGED PLAN - MATERIAL TRANSFER AREAS
5	G-103	MATERIAL DISPOSAL SITES
6	V-101	EXISTING CONDITIONS PLAN
7	B-001	SOIL BORING LOGS
8	C-101	PROPOSED DREDGING SITE PLAN
9	C-301	TYPICAL SECTIONS

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

COVER SHEET, VICINITY & LOCATION MAPS, AND SHEET INDEX

Designed by: CG
Drawn by: CG
Checked by: GS
Reviewed by: -
Submitted by: GERALD SONGY MOFFATT & NICHOL
Date: 2021-09-30
Mobi Project No. 19456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)
Rev: -

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
G-001
INDEX: 1 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

GENERAL NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS STATED IN THE PERMIT: SAM-2017-01282-LET AND ADEM CONSTRUCTION STORMWATER PERMIT. CONTRACTOR SHALL OBTAIN ALL OTHER APPLICABLE PERMITS AND LICENSES AND KEEP COPIES OF THE SAME ON SITE DURING CONSTRUCTION.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN ON THE PLANS WITH THE EXISTING CONDITIONS IN THE FIELD PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL ENSURE THAT ALL SURFACE DRAINAGE WITHIN AND NEAR THE AREA OF WORK ARE KEPT FREE FROM MATERIAL SUCH AS SEDIMENT THAT COULD DISCHARGE INTO MOBILE BAY. UPON COMPLETION OF CONSTRUCTION, REMOVE ACCUMULATED SEDIMENT FROM SILT FENCE AND TEMPORARY SEDIMENT TRAPS AND DISPOSE OF OFFSITE OR IN ACCEPTABLE LOCATION AND MANNER WITHIN THE OWNER'S PROPERTY.
4. ALL AREAS OUTSIDE THE "CONSTRUCTION LIMITS" WHICH ARE DAMAGED BY THE CONTRACTOR, SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION. THE RESTORATION SHALL BE DONE AT NO ADDITIONAL COST TO THE OWNER. CONSTRUCTION LIMITS SHALL INCLUDE THE FOLLOWING: HYDRAULIC RESTORATION AREA, MATERIAL TRANSFER AREA, SECONDARY MATERIAL TRANSFER AREA, AND CONTRACTOR HAUL ROUTES SHOWN ON SHEET G-101.
5. SAFE CONSTRUCTION EXCAVATION SLOPES AND SHORING ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD COMPLY WITH ALL OSHA AND OTHER APPLICABLE SAFETY REGULATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE CONSTRUCTION SITE AND THE AREAS OF WORK WHILE PERFORMING THE WORK OF THIS CONTRACT. CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE CONSTRUCTION SITE ON A DAILY BASIS. NO BURNING OF DEBRIS SHALL BE PERMITTED.
8. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE LOCAL, STATE AND FEDERAL ENVIRONMENTAL PROTECTION STANDARDS, LAWS AND REGULATIONS.
9. ALL APPLICABLE SAFETY REGULATIONS SHALL BE FOLLOWED. METHODS OF CONSTRUCTION IS THE CONTRACTOR'S RESPONSIBILITY.
10. ALL INGRESS AND EGRESS TO THE CONSTRUCTION SITE SHALL BE KEPT READILY ACCESSIBLE AND UNOBSTRUCTED AT ALL TIMES. CONSTRUCTION EQUIPMENT WILL NOT BE PERMITTED TO OBSTRUCT ROADWAYS AND/OR PASSAGEWAYS. ANY DEBRIS FALLING ON ROADWAYS AS A RESULT OF CONTRACTOR HAULING MATERIAL OR MOVING EQUIPMENT SHALL BE IMMEDIATELY CLEANED UP.
11. ALL PRECAUTIONS SHALL BE TAKEN AS NECESSARY OR MAY BE REQUIRED, TO PERMANENTLY PREVENT CONTAMINATED WATER, GASOLINE OR ANY OTHER CONTAMINANT FROM ENTERING EXCAVATIONS MADE DURING THE CONTRACT WORK.
12. THE CONTRACTOR SHALL KEEP AND MAINTAIN A SET OF PROJECT PLANS AND SPECIFICATIONS ON THE SITE AT ALL TIMES.
13. CONTRACTOR SHALL USE TURBIDITY CONTROLS AS NECESSARY TO CONTROL TURBIDITY PLUMES. TURBIDITY SHALL BE KEPT <50 NTU ABOVE BACKGROUND TURBIDITY VALUES AS MEASURED AT A POINT <750FT FROM THE POINT OF DREDGE EFFLUENT DISCHARGE. SEE SPECIFICATIONS FOR DETAILS .
14. BACKGROUND AERIAL IMAGES FROM NEARMAP JANUARY 2021.
15. THE INFORMATION DEPICTED ON THESE DRAWINGS REPRESENTS THE RESULTS OF THE SURVEYS ON THE DATES INDICATED AND CAN ONLY BE CONSIDERED AS AN INDICATION OF THE GENERAL CONDITIONS EXISTING AT THAT TIME.
16. NO CONSTRUCTION EQUIPMENT OR ACTIVITIES MAY OPERATE, TRANSIT, STAGE OR STORE OUTSIDE OF THE CONSTRUCTION LIMITS.
17. THIS DRAWING SET IS FOR PRELIMINARY DESIGN AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
18. THIS DRAWING SET IS FOR PRELIMINARY DESIGN AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
19. ESTIMATED RANGE OF DRAFTS FOR VESSELS TO BE USED FOR CONSTRUCTION.
    WORK BOATS.....4-8 FT
    CREW BOATS.....2-4 FT
    WORK BARGES, FUEL BARGES.....2-6 FT
    SMALL BARGE MOUNTED CLAMSHELL OR EXCAVATOR.....4-6 FT
20. SILT FENCES AND/OR OTHER TEMPORARY CONTAINMENT METHODS SHALL BE INSTALLED BY CONTRACTOR AROUND THE MATERIAL TRANSFER AREA(S) TO PREVENT STORMWATER RUNOFF IMPACTS.
21. ALL CLEARED AND GRUBBED MATERIAL SHALL BE PROPERLY DISPOSED AT AN APPROVED DISPOSAL FACILITY. ON-SITE DISPOSAL OR BURNING SHALL NOT BE ALLOWED.

COORDINATION

1. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH THE OWNER AND/OR THEIR ASSIGNED REPRESENTATIVE.
2. THE CONTRACTOR SHALL SUBMIT A SCHEDULE FOR CONSTRUCTION TO OWNER PRIOR TO ISSUANCE OF NOTICE TO PROCEED, IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

UTILITIES

1. PRIOR TO CONSTRUCTION OR EXCAVATION, THE CONTRACTOR SHALL ASSUME THE RESPONSIBILITY OF LOCATING ANY AND ALL UNDERGROUND UTILITIES (PUBLIC OR PRIVATE) THAT MAY EXIST OR CROSS THROUGH THE AREA OF CONSTRUCTION WHETHER OR NOT THEY ARE SHOWN ON THESE PLANS.
2. THIS PLAN DOES NOT GUARANTEE THE EXISTENCE, NONEXISTENCE, SIZE, TYPE, LOCATION, ALIGNMENT OR DEPTH OF ANY OR ALL UNDERGROUND UTILITIES OR OTHER FACILITIES. WHERE SURFACE FEATURES (MANHOLES, CATCH BASINS, VALVES, ETC.) ARE UNAVAILABLE OR INCONCLUSIVE, INFORMATION SHOWN MAY BE FROM UTILITY OWNER'S RECORDS AND/OR ELECTRONIC LINE TRACING, THE RELIABILITY OF WHICH IS UNCERTAIN. THE CONTRACTOR SHALL PERFORM WHATEVER TEST EXCAVATION OR OTHER INVESTIGATIONS AS NECESSARY TO VERIFY LOCATIONS AND CLEARANCES.
3. CONTRACTOR SHALL CONFORM TO ALABAMA'S LAW AND SAFE DIGGING PRACTICES AND SHALL CONTACT THE NECESSARY AUTHORITIES PRIOR TO START OF CONSTRUCTION. STATE LAW MANDATES THE NOTIFICATION OF UTILITY OWNERS 48 HOURS IN ADVANCE OF EXCAVATION. FOR LOCATION OF UTILITIES CONTACT ALABAMA 811 BY CALLING (800) 292-8525, 48 HOURS PRIOR TO LAND DISTURBANCE ACTIVITY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING, AT HIS SOLE EXPENSE, ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
5. AT NO POINT DURING THE PROJECT WORK SHALL THE CONTRACTOR INTERRUPT OR DISCONNECT POWER OR BURIED UTILITIES SUCH AS WATER OR SEWER FORCEMAINS. ANY REQUIRED IMPACT TO THE OPERATION OF THE UTILITIES SHALL BE COORDINATED WITH THE OWNER AND THE MAWSS UTILITY DISTRICT PERSONNEL.

CONSTRUCTION

1. CONTRACTOR SHALL NOT INITIATE ANY LAND DISTURBING ACTIVITY UNTIL AUTHORIZED TO PROCEED BY OWNER.
2. SUBMITTALS ON MATERIALS FOR THIS PROJECT SHALL BE PROVIDED TO THE OWNER FOR APPROVAL AS DESCRIBED IN PROJECT MANUAL.
3. EXISTING VEGETATION SURROUNDING THE CONSTRUCTION AREA SHALL REMAIN IN A NATURAL STATE.

MAINTENANCE OF TRAFFIC

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK ZONE SIGNING AND ANY OTHER TRAFFIC CONTROL DEVICES NECESSARY TO PERFORM THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL IMMEDIATELY REMOVE ALL SUCH TEMPORARY DEVICES.
2. ACCESS TO THE PROJECT SITE SHALL USE RESIDENTIAL CITY ROADS. THE CONTRACTOR THEREFORE WILL BE REQUIRED TO VIDEO DOCUMENT THE CONDITION OF THE CITY STREET PRIOR TO CONSTRUCTION AND AFTER CONSTRUCTION. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY RESULTING FROM THE CONTRACTORS EQUIPMENT, MATERIAL, ETC.. ACCESS WILL BE REPAIRED TO PRE-EXISTING CONDITIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

DREDGING NOTES

1. CONTRACTOR SHALL PERFORM A ONE CALL PRIOR TO ANY DREDGING AND/OR EXCAVATION ACTIVITIES.
2. THE ESTIMATED DREDGING/EXCAVATION QUANTITIES WITHIN THE HYDRAULIC RESTORATION AREA ARE BASED ON THE ROWE ENGINEERING AND SURVEYING CONSULTING ENGINEERS SURVEYS PERFORMED IN JULY AND AUGUST 2021.
3. MINIMAL EXCAVATION MAY BE REQUIRED FOR THE CONTRACTOR TO REACH THE SITE USING THE USACE BYPASS CHANNEL. IF EXCAVATION IS NECESSARY, EXCAVATION MATERIAL WILL BE TEMPORARILY STOCKPILED AND REPLACED PRIOR TO DEMOBILIZATION. CONTRACTOR MAY BE REQUIRED TO BACKFILL EXCAVATED MATERIAL PRIOR TO DEMOBILIZATION BASED UPON PERMIT APPROVAL REQUIREMENTS.

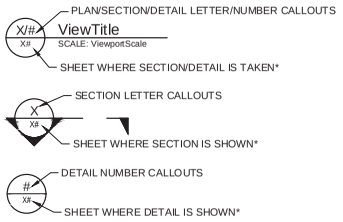
SURVEY NOTES

1. COORDINATES ARE NAD83, ALABAMA STATE PLANE, WEST ZONE, U.S. SURVEY FEET.
2. ALL ELEVATIONS REFERENCE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) – GEOID 12A, U.S. SURVEY FEET.
3. PARCEL BOUNDARY LINES ARE BASED UPON MOBILE COUNTY GIS TAX RECORD INFORMATION. NO PROPERTY CORNERS OR MONUMENTS ARE IMPLIED TO BE PRECISELY LOCATED AND NO TITLE OR DEED RESEARCH WAS CONDUCTED. THEREFORE, ALL PARCEL BOUNDARY LOCATION AS LABELED ON PLANS AND CROSS-SECTIONS ARE APPARENT AND THEREFORE APPROXIMATE.

ABBREVIATIONS:

CL	CENTERLINE
CY	CUBIC YARD
ELEV/EL	ELEVATION
FM	FORCE MAIN
MAWSS	MOBILE AREA WATER & SEWER SYSTEM
MTL	MEAN TIDE LEVEL
NAD83	THE NORTH AMERICAN DATUM OF 1983
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
NTS	NOT TO SCALE
NTU	NEPHELOMETRIC TURBITY UNITS
OSHA	OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION
ROW	RIGHT-OF-WAY
SS	SANITARY SEWER
USACE	UNITED STATES ARMY CORPS OF ENGINEERS

CROSS REFERENCE LEGEND:



*NOTE: LETTER INDICATES SECTION; NUMBER INDICATES DETAIL. DASH (-) INDICATES SECTION/DETAIL IS FROM SAME SHEET.

EXCAVATIONS	VOLUME		AREA	
HYDRAULIC RESTORATION AREA	20,443	CY	4.1	ACRES
TEMPORARY FILL	**VOLUME**		**AREA**	
MATERIAL TRANSFER AREA	(SEE NOTE 3)	CY	1.4	ACRES
SECONDARY MATERIAL TRANSFER AREA	(SEE NOTE 3)	CY	1.1	ACRES

NOTES

1. FILL WITHIN THE MATERIAL TRANSFER AREA(S) WILL BE TEMPORARILY STOCKPILED, AND WILL BE HAULED OFF TO A MATERIAL DISPOSAL SITE WITHIN WEEKS OF TEMPORARY PLACEMENT.
2. TEMPORARY FILL INCLUDES TOTAL POTENTIAL MAXIMUM FILL OVER ENTIRE CONSTRUCTION DURATION OF THE PROJECT INCLUDING AN APPLIED BULKING FACTOR.
3. CONTRACTOR MAY USE MATERIAL TRANSFER AREA(S) AS NEEDED DURING CONSTRUCTION FOR DREDGE MATERIAL DEWATERING.

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

No.	Description	Date	Appr.

THREE MILE CREEK HYDRAULIC RESTORATION

GENERAL NOTES, DESIGN CRITERIA, LEGEND AND ABBREVIATIONS

Designed by: CG
Drawn by: CG
Checked by: CG
Reviewed by: -
Submitted by: GERALD SONOY, MCPHATTER & NICHOL
Date: 2021-09-30
Rev: -
MMA Project No. 18456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
G-002
INDEX: 2 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

LEGEND

- PARCEL BOUNDARIES
- OVERHEAD ELECTRICAL LINES
- UNDERGROUND GAS MAIN
- UNDERGROUND FORCE MAIN
- UNDERGROUND SANITARY SEWER
- UNDERGROUND WATER MAIN
- CONTRACTOR STAGING AREA/ MATERIAL TRANSFER AREA
- CONTRACTOR HAUL ROUTE
- HYDRAULIC RESTORATION AREA

NOTE

1. CONTRACTOR HAUL ROUTES FALL WITHIN CITY ROW AT ENDS OF BIZZEL ST AND PATTON AVE. CONTRACTOR MUST COORDINATE WITH THE DEPUTY DIRECTOR OF URBAN FORESTRY PRIOR TO REMOVAL OR PRUNING OF ANY TREES FOR EQUIPMENT ACCESS.

N

120' 0' 120' 240'

SCALE: 1"=120'

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

OVERALL & SITE ACCESS PLAN

Designed by: CG
Drawn by: CG
Checked by: GS
Reviewed by: -
Submitted by: GERALD SONGY
Date: 2021-09-30
Mott's Project No. 19456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)
Rev. -

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
G-101

INDEX: 3 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

1 G-102 ENLARGED PLAN
SCALE: 1"=40'

LEGEND

- PARCEL BOUNDARIES
- OVERHEAD ELECTRICAL LINES
- UNDERGROUND GAS MAIN
- UNDERGROUND FORCE MAIN
- UNDERGROUND SANITARY SEWER
- UNDERGROUND WATER MAIN
- CONTRACTOR STAGING AREA/ MATERIAL TRANSFER AREA
- CONTRACTOR HAUL ROUTE

NOTE

1. CONTRACTOR MUST COORDINATE WITH THE DEPUTY DIRECTOR OF URBAN FORESTRY PRIOR TO REMOVAL OR PRUNING OF ANY TREES FOR EQUIPMENT ACCESS.

N

40' 0' 40' 80'
SCALE: 1"=40'

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

THREE MILE CREEK HYDRAULIC RESTORATION

ENLARGED PLAN - MATERIAL TRANSFER AREAS

Designed by: CG
Drawn by: CG
Drawn by: GS
Reviewed by: -
Submitted by: GERALD SONGY
Date: 2021-09-30
Mott's Project No. 19456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (D SHEET)
Rev: -

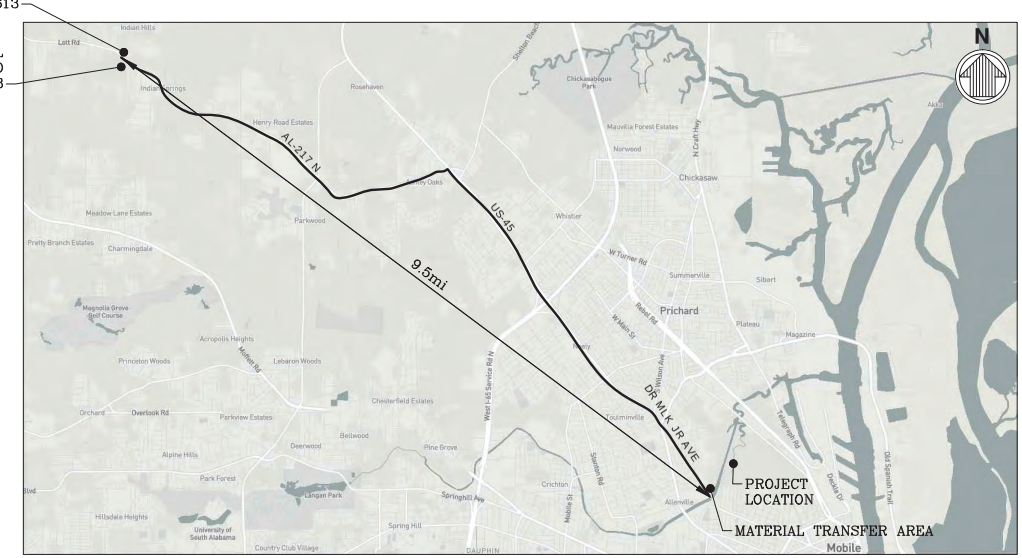
11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0506

SEAL

Sheet Reference No.
G-102
INDEX: 4 OF 9

BROWNLEE DIRT PITT
4460 LOTT RD
EIGHT MILE, AL 36613

LOTT ROAD LANDFILL
4429 W LOTT RD
EIGHT MILE, AL 36613



MATERIAL DISPOSAL SITES 1 & 2
SCALE: NTS

ESFELLER CORPORATION LANDFILL
8230 PADGETT SWITCH RD
IRVINGTON, AL 36544

MATERIAL DISPOSAL SITE 3
SCALE: NTS

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

THREE MILE CREEK HYDRAULIC RESTORATION

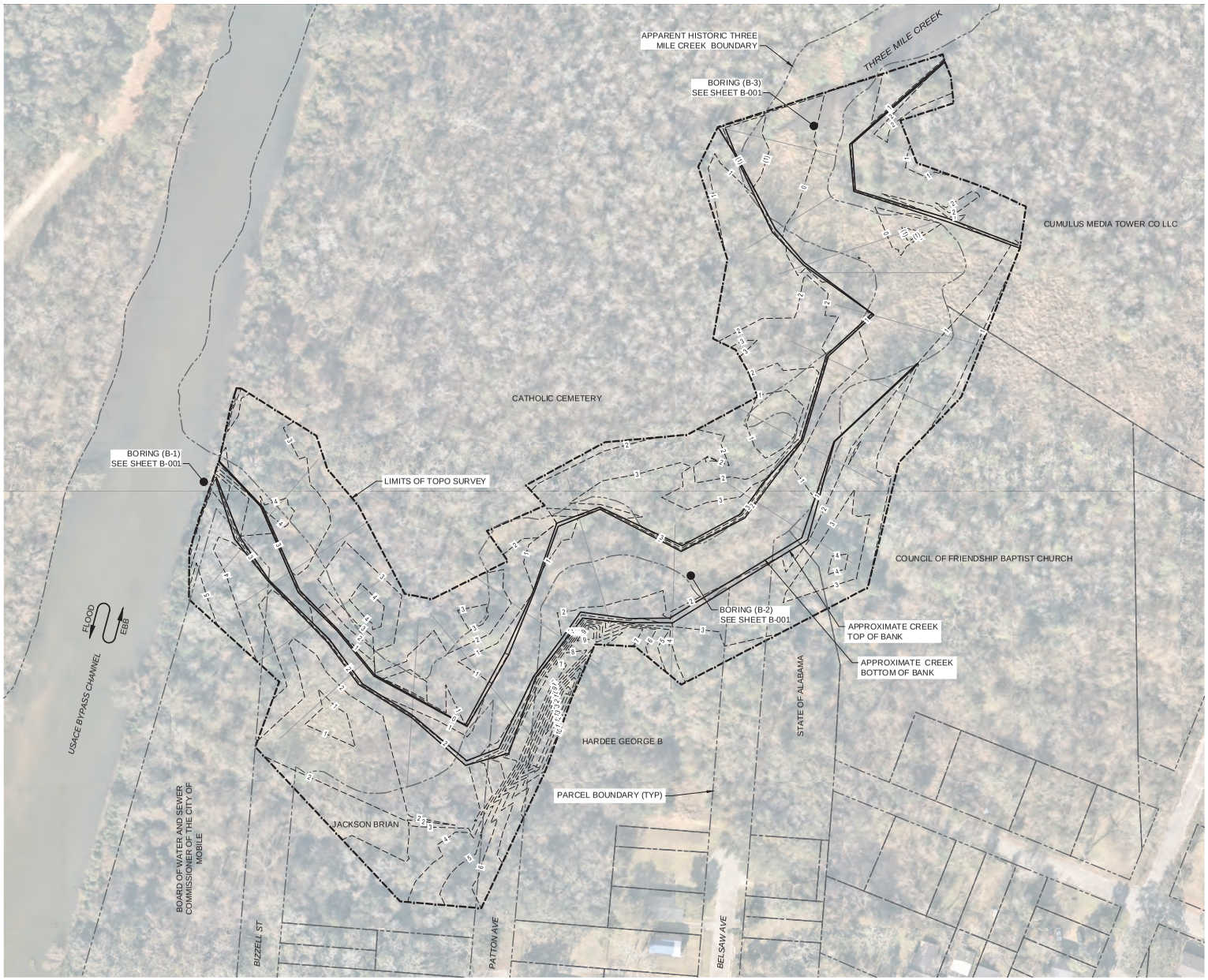
MATERIAL DISPOSAL SITES

Date: 2021-09-30
Mobi Project No. 19456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)
Designed by: CG
Drawn by: CG
Coin by: GS
Reviewed by: -
Submitted by: GERALD SONGY MOFFATT & NICHOL

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-2006

SEAL

Sheet Reference No.
G-103
INDEX: 5 OF 9



LEGEND

PARCEL BOUNDARIES

CONTOURS

BORING DATA		
BORING ID	**NORTHING**	**EASTING**
B-1	1789469.4	257793.7
B-2	1790065.6	257678.9
B-3	1790216.2	258229.4

N

60' 0' 60' 120'

SCALE: 1"=60'

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

EXISTING CONDITIONS PLAN

Designed by: CG
Drawn by: CG
Drawn by: GS
Reviewed by: -
Submitted by: GERALD SONGY
MCPHATT & NICHOL
Date: 2021-09-30
Rev: -
MBA Project No. 19456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0606

SEAL

Sheet Reference No.
V-101

INDEX: 6 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL
DRILL RIG:
DRILL METHOD:
REMARKS:

DATE DRILLED: 8/11/21
BORING DEPTH: 6.4 FT.
BORING ELEV.:
DATUM:
WATER DEPTH:
DRILL CREW: PK, JB, PK(LOGGER)

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-1
BORING LOCATION: FOOT OF PLUG
N: 1789469.4 **E:** 257793.7

ELEV IN FEET	DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_6	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	UNIFIED CLASS
	0		Water									
			Black organic silt and clay	1		86				47.4		
			Gray sand with some silt	2		29				8.1		
			Black organic silt and clay	3								
	5		Gray sand with some silt	4								
	10											
	15											

Note: Tube was pushed/driven 6.4' from water surface. Sample lengths indicated above were measured in laboratory.

B.T. @ 6.4 FT

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL
DRILL RIG:
DRILL METHOD:
REMARKS:

DATE DRILLED: 8/13/21
BORING DEPTH: 10 FT.
BORING ELEV.: 1.6 FT.
DATUM:
WATER DEPTH:
DRILL CREW: PK, JH, PK(LOGGER)

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-2
BORING LOCATION: MIDDLE OF PLUG
N: 1790065.6 **E:** 257678.9

ELEV IN FEET	DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_6	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	UNIFIED CLASS
	0		Water									
0			Gray silty sand w/ organics	1		46				14.5		
	5		Dark gray silty clay w/ organics	2		79				60.5		
-5			Gray sandy clay w/ organics & light gray sand	3		72				47.4		
			Light gray sand with some silt	4								
-10	10											
	15											

Note: Tube was pushed/driven 10.0' from water surface. Sample lengths indicated above were measured in laboratory.

B.T. @ 10 FT

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL
DRILL RIG:
DRILL METHOD:
REMARKS:

DATE DRILLED: 8/11/21
BORING DEPTH: 10.5 FT.
BORING ELEV.:
DATUM:
WATER DEPTH:
DRILL CREW: PK, JH, JB, PK(LOGGER)

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-3
BORING LOCATION: HEAD OF PLUG
N: 1790216.2 **E:** 258229.4

ELEV IN FEET	DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_6	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	UNIFIED CLASS
	0		Water									
	5		Gray silty clay w/ organics	1		148				83.3		
			Light gray sand with some silt	2								
	10											
	15											

Note: Tube was pushed/driven 10.54' from water surface. Sample lengths indicated above were measured in laboratory.

B.T. @ 10.5 FT

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

THREE MILE CREEK HYDRAULIC RESTORATION

SOIL BORING LOGS

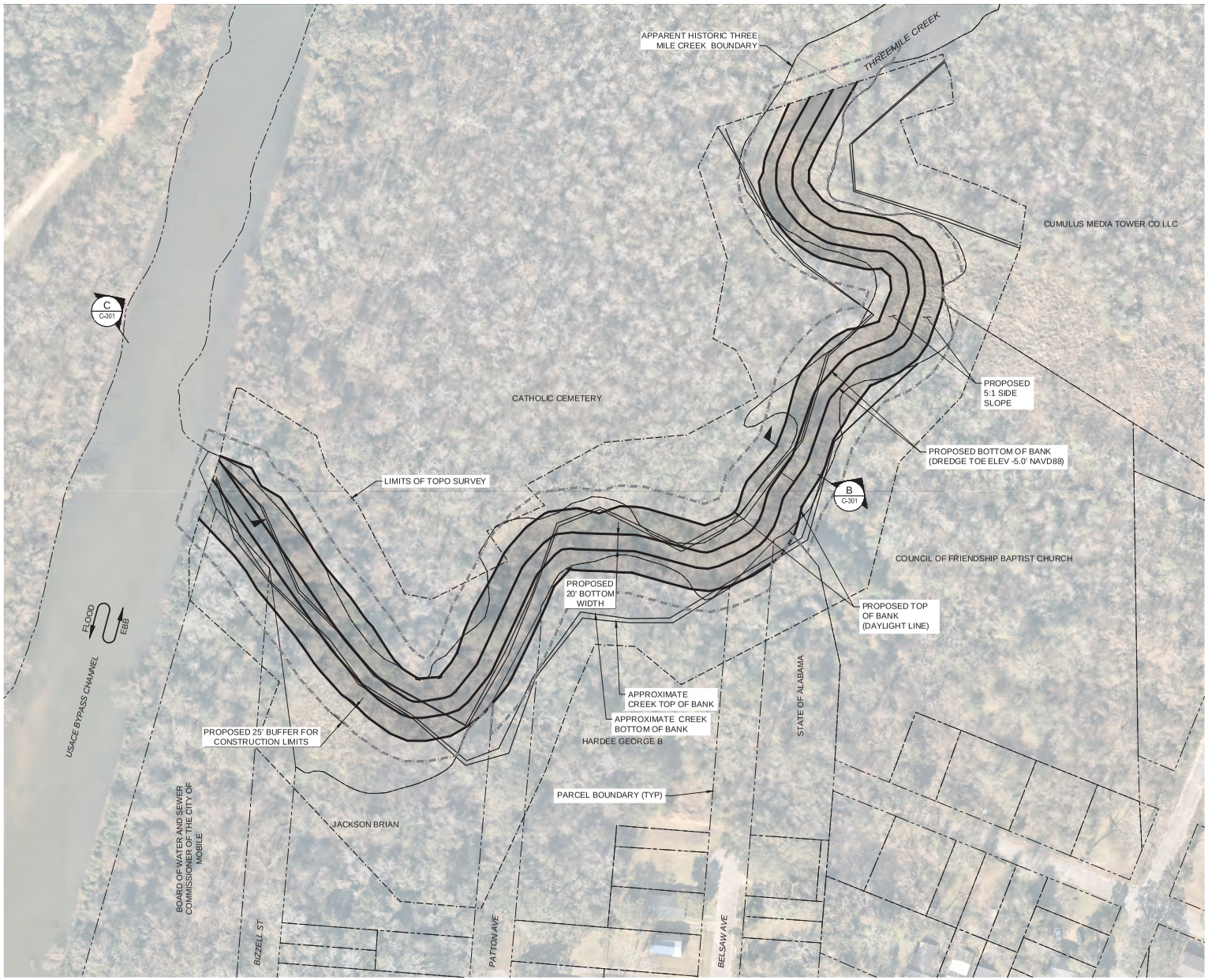
Rev.	Date	Description
.	2021-09-30	Mob Project No. 18456-02

Designed by: CG
Drawn by: CG
Checked by: GS
Reviewed by: .
Submitted by: GERALD SONGY MOFFATT & NICHOL
Date: 2021-09-30
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
B-001
INDEX: 7 OF 9



NOTE

1. MATERIAL FROM THE DREDGING OPERATIONS SHALL BE DISPOSED WITHIN THE DISPOSAL SITES AS DESIGNATED ON SHEET G-103 OR OTHER APPROVED LOCATION.

LEGEND

- PARCEL BOUNDARIES
- HYDRAULIC RESTORATION AREA
- LIMITS OF CONSTRUCTION

N

60' 0' 60' 120'

SCALE: 1"=60'

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

PROPOSED DREDGING SITE PLAN

Rev.	Description	Date	Appr.
	Mark		

Designed by: CG
Drawn by: CG
Coor by: GS
Reviewed by: -
Submitted by: GERALD SONGY MOFFATT & NICHOL
Date: 2021-09-30
MBA Project No. 10456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0.SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-2606

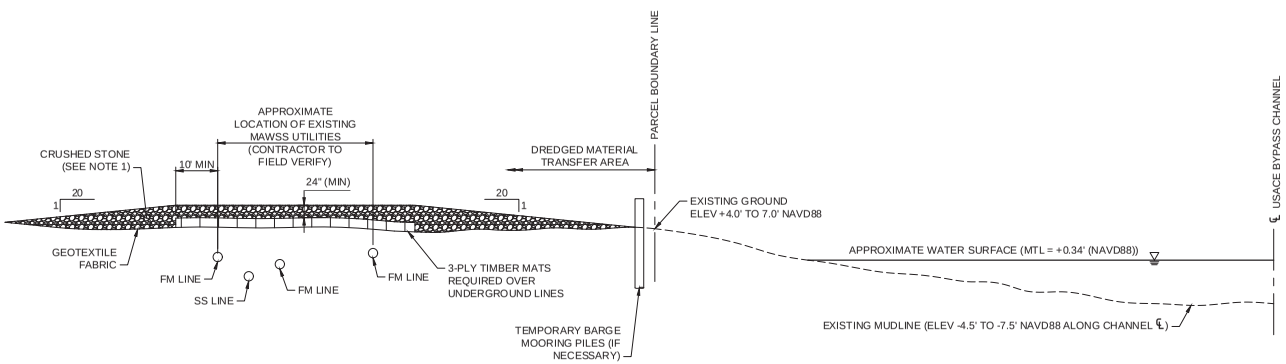
SEAL

Sheet Reference No.
C-101
INDEX: 8 OF 9

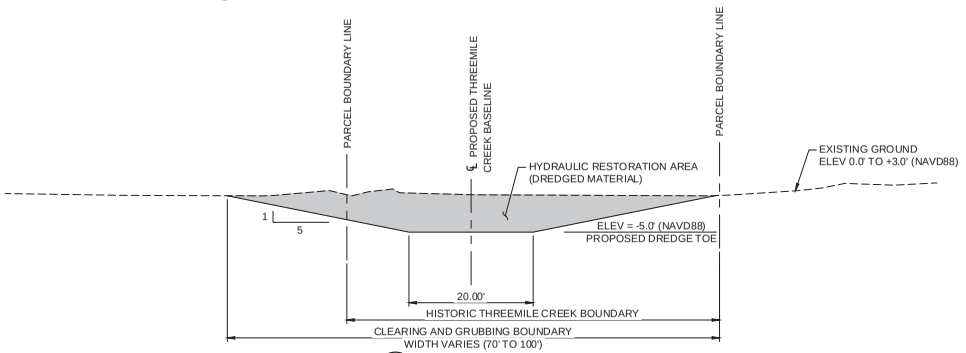
DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

NOTES

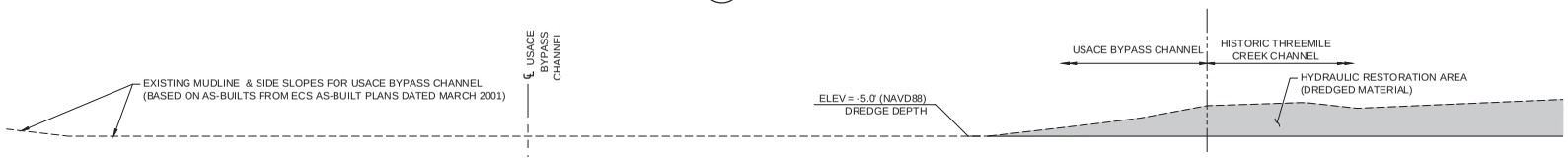
1. THE CROWN RAMP OVER THE EXISTING PIPELINES SHALL CONSIST OF CRUSHED STONE FOR FULL WIDTH AND LENGTH OF RAMP. CRUSHED STONE MATERIAL SHALL BE PLACED IN ACCORDANCE WITH ALDOT SPECIFICATIONS BY POSITIVE MECHANICAL MEANS AND COMPACTED IN LIFTS NOT TO EXCEED 8" OF COMPACTED THICKNESS.



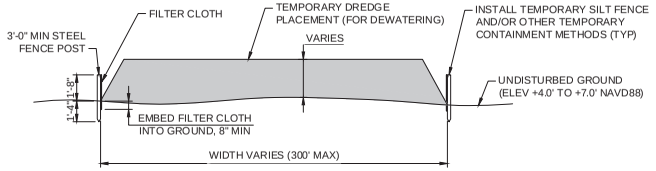
A G-101 MATERIAL TRANSFER AREA (BURIED UTILITIES CROSSING) - TYPICAL SECTION
SCALE: NTS



B C-101 DREDGING - TYPICAL SECTION
SCALE: NTS



C C-101 DREDGING @ BYPASS CHANNEL - SECTION
SCALE: NTS



D G-101 TEMPORARY DREDGE PLACEMENT - TYPICAL SECTION
SCALE: NTS

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

THREE MILE CREEK HYDRAULIC RESTORATION

TYPICAL SECTIONS

Designed by: CG
Drawn by: CG
Checked by: GIS
Reviewed by: -
Submitted by: GERALD GONGY
McPHATTER NICHOL
Date: 2021-09-30
Rev: -
Mich Project No. 18456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
C-301
INDEX: 9 OF 9

LEGEND

- PARCEL BOUNDARIES
- CONTRACTOR STAGING AREA/ MATERIAL TRANSFER AREA
- CONTRACTOR HAUL ROUTE
- SF — SILT FENCE (SEE ALDOT SPECIAL DRAWING NO. ESC-200-4)
- TB — TURBIDITY BARRIER/FLOATING BASIN BOOM (SEE ALDOT SPECIAL DRAWING NO. ESC-501)
- STABILIZED CONSTRUCTION ENTRANCE (SEE ALDOT SPECIAL DRAWING NO. ESC-502)
- UNDERGROUND GAS MAIN
- OVERHEAD ELECTRICAL LINES

NOTES

1. CONTRACTOR MUST COORDINATE WITH THE DEPUTY DIRECTOR OF URBAN FORESTRY PRIOR TO REMOVAL OR PRUNING OF ANY TREES FOR EQUIPMENT ACCESS.
2. CONTRACTOR TO DETERMINE DEWATERING AND MATERIAL HANDLING MEANS AND METHODS WITHIN THE MATERIAL TRANSFER AREA IN ACCORDANCE WITH ALDOT SPECIFICATIONS AND STANDARD DRAWINGS. SEE ALDOT SPECIAL DRAWINGS ESC-200-4 AND ESC-507 FOR MORE DETAILS.
3. CONTRACTOR TO COORDINATE WITH MOBILE HOUSING BOARD FOR SITE ACCESS. EXISTING FENCE SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION PRIOR TO DEMOBILIZATION.
4. THE CONTRACTOR SHALL PROPERLY IMPLEMENT & REGULARLY MAINTAIN THE CONTROLS, PRACTICES, AND MEASURES SPECIFIED IN THE CBMPP.

N

40' 0' 40' 80'

SCALE: 1"=40'

90% DESIGN
ISSUED: 2021-12-20
NOT TO BE USED FOR CONSTRUCTION

Mark	Description	Date	Appr.

THREE MILE CREEK HYDRAULIC RESTORATION

TEMPORARY EROSION & SEDIMENT CONTROL - ENLARGED PLAN 1 OF 2

Designed by: GS
Drawn by: CS
Drawn by: MBS
Reviewed by: JH
Submitted by: GERALD SONGY
MCPHATTER NICHOL
Date: 2021-12-20
Rev: -
MBA Project No. 19456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
C-401
INDEX: 18 OF 22

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

LEGEND

- PARCEL BOUNDARIES
- CONTOURS
- TURBIDITY BARRIER/FLOATING BASIN BOOM (SEE ALDOT SPECIAL DRAWING NO. ESC-501)
- STABILIZED CONSTRUCTION ENTRANCE (SEE ALDOT SPECIAL DRAWING NO. ESC-502)

NOTES

1. CONTRACTOR MUST COORDINATE WITH THE DEPUTY DIRECTOR OF URBAN FORESTRY PRIOR TO REMOVAL OR PRUNING OF ANY TREES FOR EQUIPMENT ACCESS.
2. CONTRACTOR TO DETERMINE DEWATERING AND MATERIAL HANDLING MEANS AND METHODS WITHIN THE MATERIAL TRANSFER AREA AND/OR HYDRAULIC RESTORATION AREA IN ACCORDANCE WITH ALDOT SPECIFICATIONS AND STANDARD DRAWINGS. SEE ALDOT SPECIAL DRAWINGS ESC-200-4 AND ESC-507 FOR MORE DETAILS.
3. THE CONTRACTOR SHALL PROPERLY IMPLEMENT & REGULARLY MAINTAIN THE CONTROLS, PRACTICES, AND MEASURES SPECIFIED IN THE CBMPP.

N

60' 0' 60' 120'

SCALE: 1"=60'

90% DESIGN
ISSUED: 2021-12-20
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

Page 113 of 188

MOBILE AL ARAMA

Mark	Description	Date	Appr.

THREE MILE CREEK HYDRAULIC RESTORATION

TEMPORARY EROSION & SEDIMENT CONTROL - ENLARGED PLAN 2 OF 2

Designed by: GS
Drawn by: CS
Checked by: KMS
Reviewed by: JH
Submitted by: GERALD SONGY
Date: 2021-12-20
Mott's Project No. 164564-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)
Rev: -

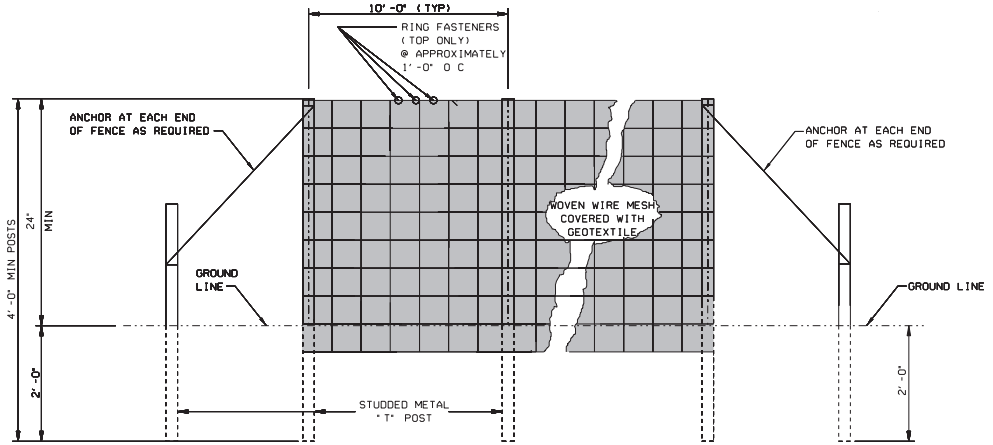
11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

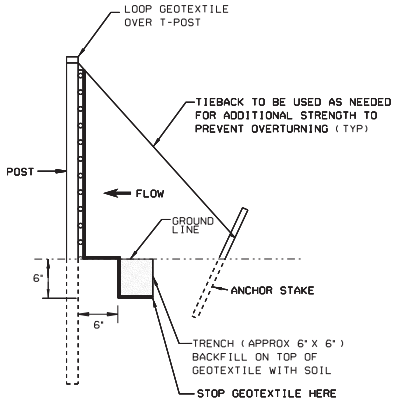
Sheet Reference No.
C-402
INDEX: 19 OF 22

920

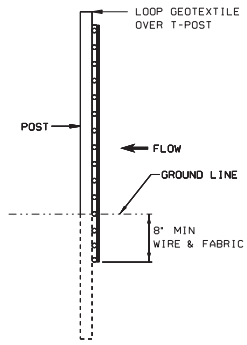
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO



ELEVATION VIEW

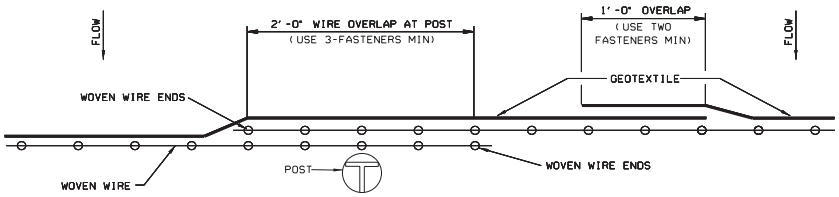


METHOD I



METHOD II
MECHANICAL INSTALLATION

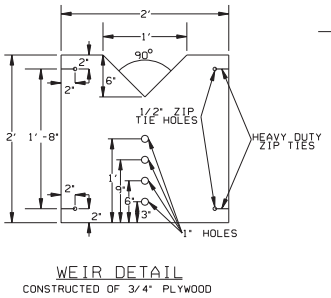
SIDE VIEW



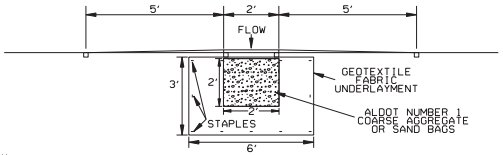
PLAN VIEW

REQUIRED LAPPING

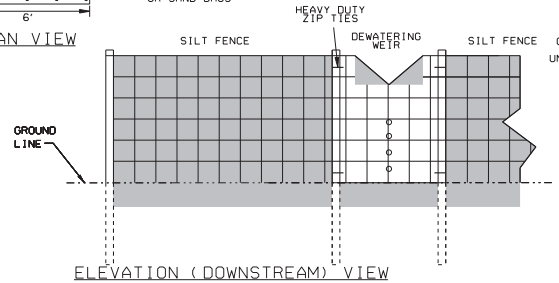
NOTES:
1. METHOD II FENCE INSTALLATION ALSO TO INCLUDE ANCHORS AND TIEBACKS AS REQUIRED.
2. SILT FENCE SHALL BE USED IN AREAS WHERE FLOW IS LOW TO MODERATE OR AS DIRECTED BY THE ENGINEER.
3. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED DOWN GRADE OF ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
4. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR ADDITIONAL BEST MANAGEMENT PRACTICES SUCH AS VEGATATED BUFFERS.
5. WHEREVER POSSIBLE SILT FENCES SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATE SEDIMENTATION.
6. FOR AREAS OF CONCENTRATED IMPOUNDMENT, T-POST SPACING SHOULD BE REDUCED TO 5 FT WITH THE INCORPORATION OF A DEWATERING WEIR.
7. THE CONTRACTOR MAY ELECT TO USE EITHER INSTALLATION METHOD I OR METHOD II.
8. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
9. SEE ALDOT LIST 11-3 FOR APPROVED SILT FENCE GEOTEXTILES.
10. THE DEWATERING WEIR AND ALL ASSOCIATED ITEMS AND LABOR SHALL BE A SUBSIDIARY OBLIGATION OF THE SILT FENCE.



WEIR DETAIL
CONSTRUCTED OF 3/4" PLYWOOD

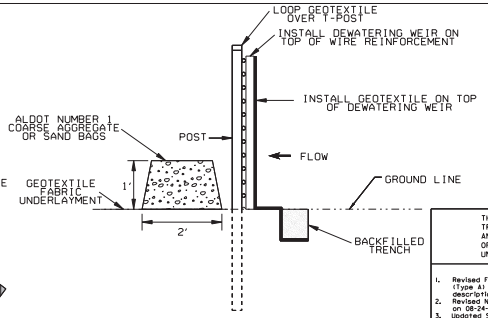


PLAN VIEW



ELEVATION (DOWNSTREAM) VIEW

DEWATERING WEIR



SIDE VIEW

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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REVISIONS
1. Revised Fence height and deleted (Type A) from the Silt Fence description on 07-12-07 by WWA.
2. Revised Notes 2, 3, 4, 6 and added 8 on 08-24-11 by JFT.
3. Updated Special Drawing No. from ESC-200 (SHEET 4 OF 5) to ESC-200-4 on 10-31-16 by JFT AND JWM.
4. Revised Elevation View and Method I view. Added new Note 6 and renumbered rest accordingly. Added dewatering weir and installation details on 9-2-2020 by DJW.

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING

DETAILS OF SILT FENCE INSTALLATION

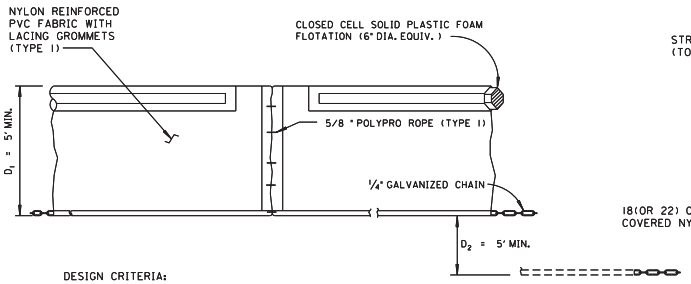
Bureau Std Engr: D.J.W.
DRAWN BY: _____ DATE DRAWN: 2006

SPECIAL DRAWING NO: ESC-200-4

INDEX NO: 66508

NOT TO SCALE

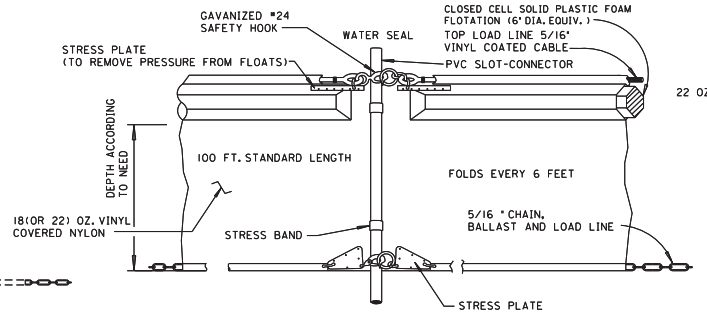
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO



DESIGN CRITERIA:
TYPE I CONFIGURATION SHOULD BE USED IN PROTECTED AREAS WHERE THERE IS NO CURRENT AND THE AREA IS SHELTERED FROM WIND AND WAVES.

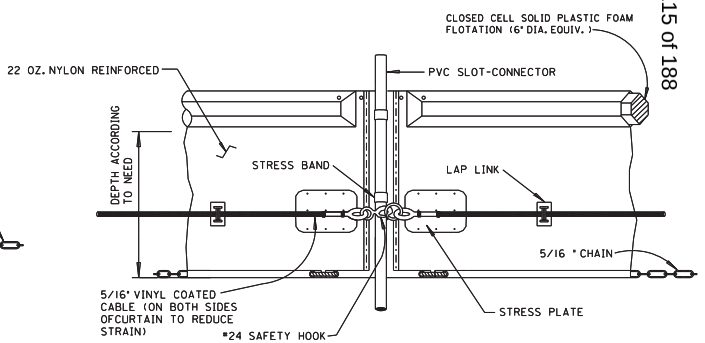
D_1 = (SINGLE PANEL FOR DEPTHS 5' OR LESS).
D_2 = (ADDITIONAL PANEL FOR DEPTHS > 5').
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO(2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

TYPE 1



TYPE 2 CONFIGURATION SHOULD BE USED IN PROTECTED AREAS WHERE THERE MAY BE SMALL TO MODERATE CURRENT RUNNING (≤ 3.5' PER SECOND) AND/OR WIND AND WAVE ACTION CAN AFFECT THE CURTAIN.

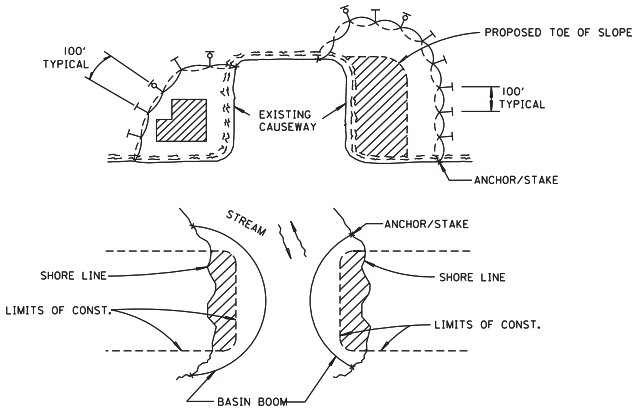
TYPE 2



TYPE 3 CONFIGURATION SHOULD BE USED IN AREAS WHERE CONSIDERABLE CURRENT (≤ 5' PER SECOND) MAY BE PRESENT, WHERE TIDAL ACTION MAY BE PRESENT, AND/OR WHERE THE CURTAIN IS POTENTIALLY SUBJECT TO WIND AND WAVE ACTION.

TYPE 3

TYPICAL FLOATING BASIN BOOM INSTALLATION



LEGEND

- DREDGE, FILL OR WORK AREA
- MOORING BOUY W/ ANCHOR
- ANCHOR

NOTES:
1. THE CONTRACTOR IS RESPONSIBLE FOR SELECTION OF THE APPROPRIATE TYPE OF FLOATING BASIN BOOM AND INSTALLATION METHODS BASED ON WATER BODY CONDITIONS.
2. FLOATING BASIN BOOMS ARE TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS DIRECTIONS.
3. FLOATING BASIN BOOMS CAN BE STAKED AND/OR ANCHORED IN STILL OR MOVING WATERS.
4. FLOATING BASIN BOOMS ARE INTENDED TO PREVENT SEDIMENT MIGRATION WITHIN THE WATER BODY. THEY ARE NOT INTENDED TO BE INSTALLED AS THE PRIMARY SEDIMENT CONTROL METHOD, OR TO CAPTURE SEDIMENT FROM UPLAND AREAS AS A PRIMARY FUNCTION. OTHER UPLAND EROSION AND SEDIMENT CONTROL MEASURES SHOULD BE INCORPORATED AS PROVIDED IN THE PLANS AND STANDARD DRAWINGS.
5. FLOATING BASIN BOOM SHOWN MAY BE SIMILAR TO PROPRIETARY DESIGNS. FUNCTIONALLY EQUIVALENT DESIGNS MEETING CONTRACT REQUIREMENTS MAY ALSO BE USED.

FLOATING BASIN BOOM APPLICATIONS

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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REVISIONS

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING

FLOATING BASIN BOOM

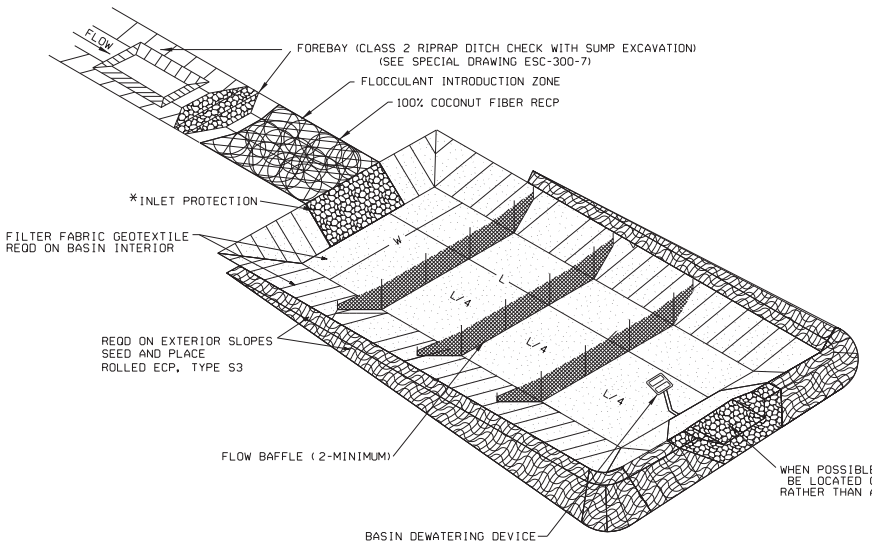
Bureau Std Engr: D.J.W.
DRAWN BY: _____ DATE DRAWN: 2006

SPECIAL DRAWING NO: ESC-501

INDEX NO: 66529

NOT TO SCALE

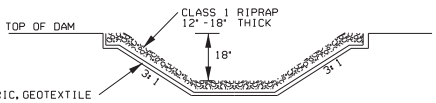
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO



PERSPECTIVE VIEW

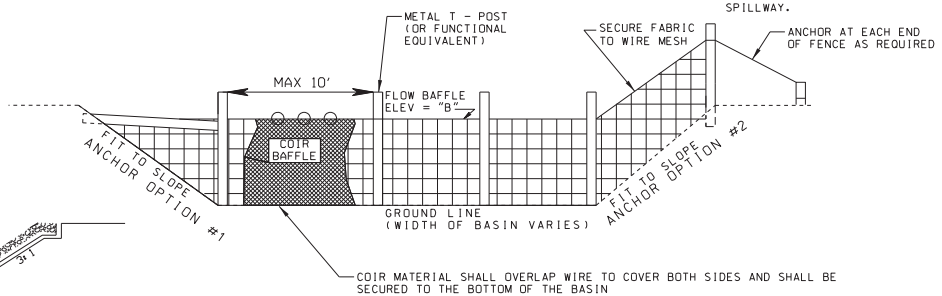
NOTES :

1. INLET AND SPILLWAY LOCATIONS TO BE ADJUSTED TO FIT EXISTING SITE CONTOURS. (BASIN IS NOT NECESSARILY RECTANGULAR SHAPED)
2. BAFFLES SHALL BE CONSTRUCTED OF 100% COCONUT (COIR) FIBER MATERIAL SUPPORTED BETWEEN POSTS WITH WIRE MESH BACKING AS SHOWN BELOW. ROWS SHALL BE EVENLY SPACED THROUGH THE BASIN.
3. THE FLOCCULANT INTRODUCTION ZONE AND BASIN ENTRY SHALL BE TOPPED WITH 100% COCONUT (COIR) FIBER MATERIAL RECP THAT EXTENDS TO THE TOE OF THE SLOPE. MATERIAL PROPERTIES SHALL MEET THE SAME REQIREMENTS AS GIVEN FOR FLOW BAFFLES.
4. FLOCCULANT SHALL BE PLACED AT THE INLET END OF THE BASIN IN THE FLOCCULANT INTRODUCTION ZONE. FLOCCULANT CONDITION SHALL BE MONITORED AND SHALL BE REPLACED WHEN IT NO LONGER APPEARS TO BE EFFECTIVE.
5. DO NOT CONSTRUCT TEMPORARY SEDIMENTATION BASIN IN FLOODWAY.
6. TEMPORARY SEDIMENT BASINS SHALL BE CONSTRUCTED UTILIZING EXISTING GROUND SURFACE WHERE POSSIBLE TO MINIMIZED DISTURBANCE.

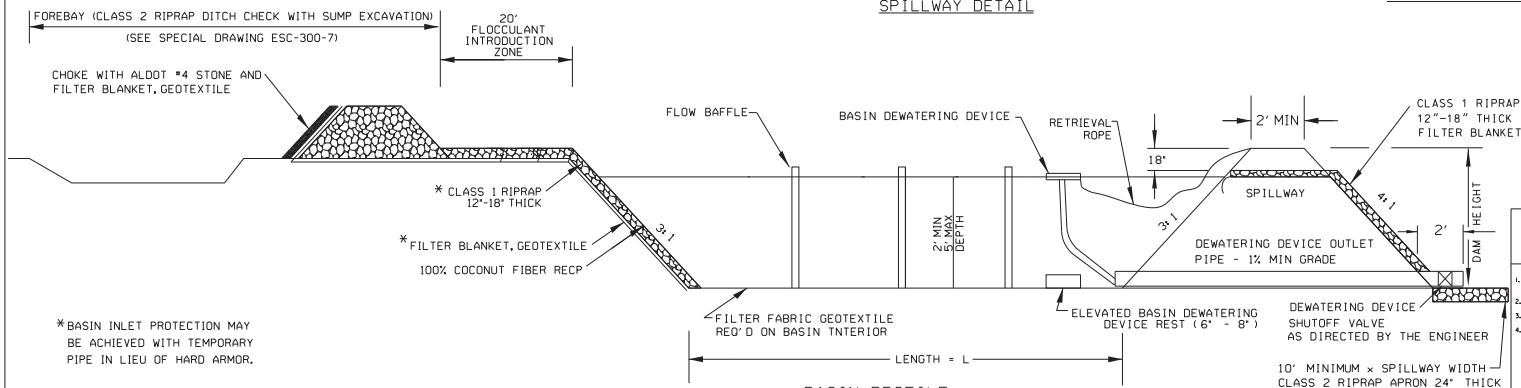


SPILLWAY DETAIL

NOTE: ELEV "B" (COIR BAFFLE ELEVATION) SHOULD NOT BE BELOW THE CREST ELEVATION OF THE AUXILIARY SPILLWAY.



FLOW BAFFLE DETAIL



*BASIN INLET PROTECTION MAY BE ACHIEVED WITH TEMPORARY PIPE IN LIEU OF HARD ARMOR.

BASIN PROFILE
ALONG THE CENTERLINE

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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REVISIONS

1. Changed hatching to show change in material and revised text in "PERSPECTIVE VIEW" on 09-24-12 by JFT.
2. Revised "FLOW BAFFLE DETAIL" on 10-24-14 by JFT.
3. Correct sheet reference "ESC-300, sheet 7 of 8" to "ESC-300-7" on 12-06-16 by LVS.
4. Added coconut fiber callouts. Added new Note 3 and renumbered others accordingly on 8-20-2020 by DJW.

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING

TEMPORARY SEDIMENTATION BASIN

Bureau Std Engr: D.J.W.
DRAWN BY: _____ DATE DRAWN: 01-15-09

SPECIAL DRAWING NO: ESC-507

INDEX NO: 66548

NOT TO SCALE

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK OR EVENTS in ALABAMA

The project manager shall comply with the following conditions intended to protect manatees from direct project effects:

a. Instruct all personnel associated with the project/event about the potential presence of manatees and the need to avoid collisions with manatees. Advise all personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and Alabama Nongame Species Regulation.

b. Operate all vessels associated with the project/event at "no wake/idle" speeds at all times while in the project/event area, and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom when possible. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project/event personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shut down if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with and/or injury to a manatee shall be reported immediately to the Dauphin Island Sea Lab's Manatee Sighting Network (1-866-493-5803) and the U.S. Fish and Wildlife Service in Daphne, Alabama, at (251) 441-5839 or (251) 441-5181 and emailed to: Alabama@fws.gov. Please report nonemergency manatee observations to the numbers above or online at: http://manatee.disl.org/.

f. Temporary signs using text exactly as below shall be posted prior to and during all in-water project or event activities. Signs shall be at least 8½" by 11" explaining the requirements for the "Idle/No Wake" and the shut down of in-water operations. Signs must be posted in locations prominently visible to all personnel engaged in water-related activities and placed visible to each vessel operator. All signs are to be removed by project manager upon completion of the project or event. Questions concerning these signs can be forwarded to the email address listed above. An example is enclosed and can be copied and used during construction/event activities.

Revised Jan 2015

CAUTION:
MANATEE HABITAT

IDLE SPEED IS REQUIRED IF OPERATING A VESSEL IN THE CONSTRUCTION OR EVENT AREA

All equipment must be SHUTDOWN if a manatee comes within 50 FEET of operation

Report any collision with and/or injury to a manatee immediately to:

Dauphin Island Sea Lab's Manatee Sighting Network:

1-866-493-5803

and the U.S. Fish and Wildlife Service in Daphne, AL:

(251) 441-5839 or (251) 441-5181

US Army Corps of Engineers

This notice of authorization must be conspicuously displayed at the site of work.

A permit to perform work authorized by statutes and regulations of the Department of the Army at

Three Mile Creek near Bizzel Street, Patton Avenue, and Belsaw Avenue; at Latitude 30.706731° North, Longitude -88.068633° West, Mobile, Mobile County, Alabama

has been issued to City of Mobile **on** February 2, 2022

Address of Permittee: 205 Government Street, Mobile, Alabama 36602

PERMIT NUMBER

SAM-2021-00187-JCC

Digitally signed by Jessica Crochet Comeaux
Date: 2022.02.02 16:22:50 -06'00'

Jessica Comeaux, Project Manager

South Alabama Branch, Regulatory Division

For the **District Commander**

ENG FORM 4336, Jul 81 (33 CFR 320-330) EDITION OF JUL 70 MAY BE USED

Proponent: CECW-O

U S Army Corps of Engineers

Nationwide Permit Summary

33 CFR Part 330; Issuance of Nationwide Permits – March 19, 2017

27. Aquatic Habitat Restoration, Enhancement, and Establishment Activities. Activities in waters of the United States associated with the restoration, enhancement, and establishment of tidal and non-tidal wetlands and riparian areas, the restoration and enhancement of non-tidal streams and other non-tidal open waters, and the rehabilitation or enhancement of tidal streams, tidal wetlands, and tidal open waters, provided those activities result in net increases in aquatic resource functions and services.

To be authorized by this NWP, the aquatic habitat restoration, enhancement, or establishment activity must be planned, designed, and implemented so that it results in aquatic habitat that resembles an ecological reference. An ecological reference may be based on the characteristics of an intact aquatic habitat or riparian area of the same type that exists in the region. An ecological reference may be based on a conceptual model developed from regional ecological knowledge of the target aquatic habitat type or riparian area.

To the extent that a Corps permit is required, activities authorized by this NWP include, but are not limited to: The removal of accumulated sediments; the installation, removal, and maintenance of small water control structures, dikes, and berms, as well as discharges of dredged or fill material to restore appropriate stream channel configurations after small water control structures, dikes, and berms, are removed; the installation of current deflectors; the enhancement, rehabilitation, or re-establishment of riffle and pool stream structure; the placement of in-stream habitat structures; modifications of the stream bed and/or banks to enhance, rehabilitate, or re-establish stream meanders; the removal of stream barriers, such as undersized culverts, fords, and grade control structures; the backfilling of artificial channels; the removal of existing drainage structures, such as drain tiles, and the filling, blocking, or reshaping of drainage ditches to restore wetland hydrology; the installation of structures or fills necessary to restore or enhance wetland or stream hydrology; the construction of small nesting islands; the construction of open water areas; the construction of oyster habitat over unvegetated bottom in tidal waters; shellfish seeding; activities needed to reestablish vegetation, including plowing or discing for seed bed preparation and the planting of appropriate wetland species; re-establishment of submerged aquatic vegetation in areas where those plant communities previously existed; reestablishment of tidal wetlands in tidal waters where those wetlands previously existed; mechanized land clearing to remove non-native invasive, exotic, or nuisance vegetation; and other related activities. Only native plant species should be planted at the site.

This NWP authorizes the relocation of non-tidal waters, including non-tidal wetlands and streams, on the project site provided there are net increases in aquatic resource functions and services.

Except for the relocation of non-tidal waters on the project site, this NWP does not authorize the conversion of a stream or natural wetlands to another aquatic habitat type (e.g., the conversion of a stream to wetland or vice versa) or uplands. Changes in wetland plant communities that occur when wetland hydrology is more fully restored during wetland rehabilitation activities are not considered a conversion to another aquatic habitat type. This NWP does not authorize stream channelization. This NWP does not authorize the relocation of tidal waters or the conversion of tidal waters, including tidal wetlands, to other aquatic uses, such as the conversion of tidal wetlands into open water impoundments.

Compensatory mitigation is not required for activities authorized by this NWP since these activities must result in net increases in aquatic resource functions and services.

Reversion. For enhancement, restoration, and establishment activities conducted: (1) In accordance with the terms and conditions of a binding stream or wetland enhancement or restoration agreement, or a wetland establishment agreement, between the landowner and the U.S. Fish and Wildlife Service (FWS), the Natural Resources Conservation Service (NRCS), the Farm Service Agency (FSA), the National Marine Fisheries Service (NMFS), the National Ocean Service (NOS), U.S. Forest Service (USFS), or their designated state cooperating agencies; (2) as voluntary wetland restoration, enhancement, and establishment actions documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or (3) on reclaimed surface coal mine lands, in accordance with a Surface Mining Control and Reclamation Act permit issued by the Office of Surface Mining Reclamation and Enforcement (OSMRE) or the applicable state agency, this NWP also authorizes any future discharge of dredged or fill material associated with the reversion of the area to its documented prior condition and use (i.e., prior to the restoration, enhancement, or establishment activities). The reversion must occur within five years after expiration of a limited term wetland restoration or establishment agreement or permit, and is authorized in these circumstances even if the discharge occurs after this NWP expires. The five-year reversion limit does not apply to agreements without time limits reached between the landowner and the FWS, NRCS, FSA, NMFS, NOS, USFS, or an appropriate state cooperating agency. This NWP also authorizes discharges of dredged or fill material in waters of the United States for the reversion of wetlands that were restored, enhanced, or established on prior-converted cropland or on uplands, in accordance with a binding agreement

between the landowner and NRCS, FSA, FWS, or their designated state cooperating agencies (even though the restoration, enhancement, or establishment activity did not require a section 404 permit). The prior condition will be documented in the original agreement or permit, and the determination of return to prior conditions will be made by the Federal agency or appropriate state agency executing the agreement or permit. Before conducting any reversion activity the permittee or the appropriate Federal or state agency must notify the district engineer and include the documentation of the prior condition. Once an area has reverted to its prior physical condition, it will be subject to whatever the Corps Regulatory requirements are applicable to that type of land at the time. The requirement that the activity results in a net increase in aquatic resource functions and services does not apply to reversion activities meeting the above conditions. Except for the activities described above, this NWP does not authorize any future discharge of dredged or fill material associated with the reversion of the area to its prior condition. In such cases a separate permit would be required for any reversion.

Reporting. For those activities that do not require pre-construction notification, the permittee must submit to the district engineer a copy of: (1) The binding stream enhancement or restoration agreement or wetland enhancement, restoration, or establishment agreement, or a project description, including project plans and location map; (2) the NRCS or USDA Technical Service Provider documentation for the voluntary stream enhancement or restoration action or wetland restoration, enhancement, or establishment action; or (3) the SMCRA permit issued by OSMRE or the applicable state agency. The report must also include information on baseline ecological conditions on the project site, such as a delineation of wetlands, streams, and/or other aquatic habitats. These documents must be submitted to the district engineer at least 30 days prior to commencing activities in waters of the United States authorized by this NWP.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing any activity (see general condition 32), except for the following activities: (1) Activities conducted on non- Federal public lands and private lands, in accordance with the terms and conditions of a binding stream enhancement or restoration agreement or wetland enhancement, restoration, or establishment agreement between the landowner and the FWS, NRCS, FSA, NMFS, NOS, USFS or their designated state cooperating agencies; (2) Voluntary stream or wetland restoration or enhancement action, or wetland establishment action, documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or (3) The reclamation of surface coal mine lands, in accordance with an SMCRA permit issued by the OSMRE or the applicable state agency. However, the permittee must submit a copy of the appropriate documentation to the district engineer to fulfill the reporting requirement. (Authorities: Sections 10 and 404)

Note: This NWP can be used to authorize compensatory mitigation projects, including mitigation banks and in-lieu fee projects. However, this NWP does not authorize the reversion of an area used for a compensatory mitigation project to its prior condition, since compensatory mitigation is generally intended to be permanent.

A. **Regional Conditions**

1. **Alabama Water Quality Certification Special Conditions:**
http://www.sam.usace.army.mil/Missions/Regulatory/NWP.aspx

2. **Alabama Coastal Zone Managment Conditions:**
A. The permittee shall submit a copy of the PCN required by the Corps to the ADEM Mobile-Coastal office.

B. There shall be no construction of open water areas in existing wetlands unless the impacted wetland acreage is replaced elsewhere within the restoration, establishment, and/or enhancement project area.

C. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

3. **Mississippi Regional Conditions:**
http://www.sam.usace.army.mil/Missions/Regulatory/NWP.aspx

B. **Nationwide Permit General Conditions**

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/ or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

☐ 1. **Navigation**.

☐ (a) No activity may cause more than a minimal adverse effect on navigation.

☐ (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

☐ (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the

Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

☐ 2. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

☐ 3. **Spawning Areas**. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

☐ 4. **Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

☐ 5. **Shellfish Beds**. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

☐ 6. **Suitable Material**. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

☐ 7. **Water Supply Intakes**. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

☐ 8. **Adverse Effects From Impoundments**. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

☐ 9. **Management of Water Flows**. To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the preconstruction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

☐ 10. **Fills Within 100-Year Floodplains**. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

☐ 11. **Equipment**. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

☐ 12. **Soil Erosion and Sediment Controls**. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

☐ 13. **Removal of Temporary Fills**. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

☐ 14. **Proper Maintenance**. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

☐ 15. **Single and Complete Project**. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

☐ 16. **Wild and Scenic Rivers**.

☐ (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a ''study river'' for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

☐ (b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a ''study river'' for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

☐ (c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

☐ 17. **Tribal Rights**. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

☐ 18. **Endangered Species**.

☐ (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which ''may affect'' a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

☐ (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If preconstruction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

☐ (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity ''may affect'' or will have ''no effect'' to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non- Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have ''no effect'' on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

☐ (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species specific permit conditions to the NWPs.

☐ (e) Authorization of an activity by an NWP does not authorize the ''take'' of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with ''incidental take'' provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where ''take'' means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word ''harm'' in the definition of ''take'' means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

☐ (f) f the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

☐ (g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide Web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.nmfs.noaa.gov/pr/species/esa/ respectively.

☐ 19. **Migratory Birds and Bald and Golden Eagles**. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether ''incidental take'' permits are

necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

☐ 20. **Historic Properties**.

☐ (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

☐ (b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

☐ (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the preconstruction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

☐ (d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non- Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non- Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

☐ (e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/ THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

☐ 21. **Discovery of Previously Unknown Remains and Artifacts**. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

☐ **22. Designated Critical Resource Waters**. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment,

additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

☐ (a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

☐ (b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

☐ **23. Mitigation**. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

☐ (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

☐ (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

☐ (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1⁄10-acre and require preconstruction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1⁄10-acre or less that require preconstruction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

☐ (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to- replace resources (see 33 CFR 332.3(e)(3)).

☐ (e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

☐ (f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

☐ (1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

☐ (2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

☐ (3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

☐ (4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in

waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

☐ (5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

☐ (6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

☐ (g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2- acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

☐ (h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

☐ (i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

☐ **24. Safety of Impoundment Structures**. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

☐ **25. Water Quality**. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

☐ **26. Coastal Zone Management**. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

☐ **27. Regional and Case-By-Case Conditions**. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

☐ **28. Use of Multiple Nationwide Permits**. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

☐ **29. Transfer of Nationwide Permit Verifications**. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(Transferee)

(Date)

☐ **30. Compliance Certification**. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

☐ (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

☐ (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

☐ (c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

☐ **31. Activities Affecting Structures or Works Built by the United States.** If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a ‘‘USACE project’’), the prospective permittee must submit a preconstruction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

☐ **32. Pre-Construction Notification**.

☐ (a) **Timing**. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

☐ (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

☐ (2) 45 calendar days have passed from the district engineer’s receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is ‘‘no effect’’ on listed species or ‘‘no potential to cause effects’’ on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee’s right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

☐ (b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

☐ (1) Name, address and telephone numbers of the prospective permittee;

☐ (2) Location of the proposed activity;

☐ (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

☐ (4) A description of the proposed activity; the activity’s purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional

general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

☐ (5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

☐ (6) If the proposed activity will result in the loss of greater than 1⁄10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

☐ (7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

☐ (8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

☐ (9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a ''study river'' for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the ''study river'' (see general condition 16); and

☐ (10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

☐ (c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

☐ (d) Agency Coordination:

☐ (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

☐ (2) Agency coordination is required for: (i) All NWP activities that require pre-construction notification and result in the loss of greater than 1⁄2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in

excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

☐ (3) When agency coordination is required, the district engineer will immediately provide (e.g., via email, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or email that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the preconstruction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

☐ (4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

☐ (4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of preconstruction notifications to expedite agency coordination.

C. District Engineer's Decision

☐ 1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1⁄2-acre limit (i.e., NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1⁄2- acre.

☐ 2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

☐ 3. If the proposed activity requires a PCN and will result in a loss of greater than 1⁄10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters (e.g., streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental

effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

☐ 4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) That the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

D. **Further Information**

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

3. NWPs do not grant any property rights or exclusive privileges.

4. NWPs do not authorize any injury to the property or rights of others.

5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

E. **Definitions**

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term ''discharge'' means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

I**ntermittent stream**: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the acres or linear feet of stream bed that are filled or excavated as a result of the regulated activity. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States. Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Nontidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of ''open waters'' include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Preconstruction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where preconstruction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Protected tribal resources: Those natural resources and properties of traditional or customary religious or cultural importance, either on or off Indian lands, retained by, or reserved by or for, Indian tribes through treaties, statutes, judicial decisions, or executive orders, including tribal trust resources.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Reestablishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: Reestablishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a course substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of "independent utility"). Single and complete non-linear projects may not be "piecemealed" to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are

Tribal lands: Any lands title to which is either: (1) Held in trust by the United States for the benefit of any Indian tribe or individual; or (2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWPs, a waterbody is a jurisdictional water of the United States. If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of ‘‘waterbodies’’ include streams, rivers, lakes, ponds, and wetlands.

LANCE R. LEFLEUR
DIRECTOR

ROBERT J. BENTLEY
GOVERNOR

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(334) 271-7700 ■ FAX (334) 271-7950

March 6, 2017

Colonel Jim DeLapp
Commander, Mobile District
U. S. Army Corps of Engineers
P.O. Box 2288
Mobile, AL 36628-0001

RE: U. S. Army Corps of Engineers 2017 Nationwide Permits (NWPs) Program
Mobile District Notice: SAM-2016-00407-MBM
ADEM Tracking Code: 2016-301-FC-FAA-COE

Dear Colonel DeLapp:

The Alabama Coastal Area Management Program (ACAMP) was developed by the state of Alabama in accordance with the passage and codification of the 1976 Alabama Coastal Area Act (Act No. 534) in order to manage certain land and water activities within the Alabama Coastal Area (Coastal Area). The ACAMP derives authority from Act No. 534 and the 1982 Alabama Environmental Management Act (Act No. 82-612) for the purpose of promoting, improving, and safeguarding the lands and waters located in the Coastal Area of the state through a comprehensive and cooperative program designed to preserve, enhance, and develop such valuable resources for the present and future well-being and general welfare of the citizens of the state. Act No. 534 adheres to the federal rules and regulations established by the Coastal Zone Management Act of 1972, as amended and as such, the ACAMP is a federally-approved coastal program and receives financial benefits in the form of federal grants for its implementation, *(USC 16 §§1451-1466)*. The Coastal Area is defined as the area that lies between the continuous 10-foot contour in Mobile and Baldwin counties seaward to the outer limits of the United States territorial sea *(Code of Alabama 1975 §9-7-10(1))*. The 10-foot contour refers to a continuous line on a map joining points of equal elevation above mean sea level.

The ACAMP is implemented by two state agencies: the Alabama Department of Conservation & Natural Resources (ADCNR) and the Alabama Department of Environmental Management (ADEM). ADCNR is responsible for administration, planning, and public engagement functions, while ADEM is responsible for permitting, monitoring, and regulatory functions. Under its regulatory authority, the ADEM reviewed - for consistency with the ACAMP - each of the above referenced new, modified, and reissued NWPs which were advertised in the 06 January 2017 publication of the Federal Register. As a part of its review, the ADEM considered all materials submitted and associated with 2017 NWP program proposal, including comments submitted by the public.

The NWPs listed below have been determined by the ADEM, based on their scope or nature, not to have a significant impact on coastal resources when implemented in accordance with the specific conditions described herein and are therefore categorically certified to be **consistent with the ACAMP** - pursuant to ADEM Administrative Code 335-8-1-.03(4).

1. **Aids to Navigation**
No additional coastal consistency conditions.

2. **Structures in Artificial Canals**
The permittee shall obtain all appropriate authorizations required by the Alabama Department of Conservation and Natural Resources – State Lands Division (ADCNR-SLD) prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

3. Maintenance

A. Activities authorized under Nationwide Permit 3 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources.

B. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

4. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities

The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

5. Scientific Measurement Devices

A. Activities authorized under Nationwide Permit 5 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources.

B. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

6. Survey Activities

No additional coastal consistency conditions.

7. Outfall Structures and Associated Intake Structures

A. Activities authorized under Nationwide Permit 7 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources.

B. There shall be no placement of new riprap in previously unarmored areas.

C. There shall be no construction of new outfall and/or intake structures on properties fronting the Gulf of Mexico, Pelican Bay, Weeks Bay, Dauphin Island Audubon Sanctuary, or the Point aux Pines wetland system owned by the Board of Trustees of the University of Alabama.

D. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

8. Oil and Gas Structures on the Outer Continental Shelf

No additional coastal consistency conditions.

9. Structures in Fleeting and Anchorage Areas

The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

11. Temporary Recreational Structures

The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

12. Utility Line Activities

A. The permittee shall submit a copy of the Pre-Construction Notification (PCN) required by the Corps to the ADEM Mobile-Coastal office.

B. Activities authorized under Nationwide Permit 12 shall not be located in close proximity to existing submersed grassbeds or natural oyster reefs and shall not result in adverse impacts to those resources.

C. The permittee must demonstrate avoidance and minimization of wetland impacts to the maximum extent practicable. Wetland impacts may be considered only after utilization of all available uplands.

D. The permittee shall undertake restoration of any wetland areas or State waterbottoms temporarily impacted as a result of activities authorized under Nationwide Permit 12. Disturbed areas must be returned to preproject elevations and wetland areas must be revegetated.

E. The permittee shall provide compensatory mitigation for any authorized permanent wetland impacts and shall submit supporting documentation (e.g. certificate of credit purchase) to the ADEM Mobile-Coastal office for verification.
F. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

14. Linear Transportation Crossings

A. The permittee shall submit a copy of the PCN required by the Corps to the ADEM Mobile-Coastal office.
B. There shall be no placement of permanent fill in wetlands as part of new construction or expansions of multiple unit residential, commercial, or institutional developments.
C. The permittee must demonstrate avoidance and minimization of wetland impacts to the maximum extent practicable. Wetland impacts may be considered only after utilization of all available uplands.
D. The permittee shall provide compensatory mitigation for any authorized permanent wetland impacts and shall submit supporting documentation (e.g. certificate of credit purchase) to the ADEM Mobile-Coastal office for verification.
E. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

15. U.S. Coast Guard Approved Bridges

The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

16. Return Water from Upland Contained Disposal Areas

A. The permittee shall ensure the salinity of return waters from dredge disposal sites is similar to the salinity of the receiving waters.
B. The discharge from the upland contained disposal area(s) shall not cause a violation of State water quality standards or applicable conditions of the State Clean Water Act Section 401 Water Quality Certification.

17. Hydropower Projects

No additional coastal consistency conditions.

18. Minor Discharges

A. The permittee shall submit a copy of the PCN required by the Corps to the ADEM Mobile-Coastal office. The PCN must include a copy of the legal plat.
B. There shall be no dredging or filling of wetlands, except on legally platted lots or parcels in existence on or before 14 August 1979.
C. Activities authorized under Nationwide Permit 18 shall not be located in close proximity to existing submersed grassbeds or natural oyster reefs and shall not result in adverse impacts to those resources.
D. The permittee must demonstrate avoidance and minimization of wetland impacts to the maximum extent practicable. Wetland impacts may be considered only after utilization of all available uplands.
E. The permittee shall provide compensatory mitigation for any authorized permanent wetland impacts and shall submit supporting documentation (e.g. certificate of credit purchase) to the ADEM Mobile-Coastal office for verification.
F. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

19. Minor Dredging

A. Activities authorized under Nationwide Permit 19 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources.
B. Dredging is prohibited in the Gulf of Mexico or Pelican Bay in an area from the ADEM Construction Control Line to a point 1,500 feet seaward of Mean High Tide.

C. Dredging is prohibited in the Gulf of Mexico in an area from the City of Gulf Shores Construction Control Line to a point 1,500 feet seaward of Mean High Tide.
D. Dredged material shall be placed in an upland disposal area and properly contained to prevent re-entering the waterway or wetlands unless specifically authorized by other approved permits or exemptions.
E. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

20. Response Operations for Oil and Hazardous Substances
The permittee shall undertake restoration of any wetland areas or State waterbottoms temporarily impacted as a result of activities authorized under Nationwide Permit 20. Disturbed areas must be returned to preproject elevations and wetland areas must be revegetated.

22. Removal of Vessels
A. The permittee shall undertake restoration of any wetland areas or State waterbottoms temporarily impacted as a result of activities authorized under Nationwide Permit 22. Disturbed areas must be returned to preproject elevations and wetland areas must be revegetated.
B. Vessel removal related to a catastrophic natural disaster (e.g. hurricane, discrete flooding event, etc.) is not authorized during the time an applicable Temporary State/Regional General Permit for Emergency Vessel Removal related to the natural disaster recovery is in effect.

23. Approved Categorical Exclusions
No additional coastal consistency conditions.

25. Structural Discharges
A. Activities authorized under Nationwide Permit 25 shall not be located in close proximity to existing submersed grassbeds or natural oyster reefs and shall not result in adverse impacts to those resources.
B. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

27. Aquatic Habitat Restoration, Establishment, and Enhancement Activities
A. The permittee shall submit a copy of the PCN required by the Corps to the ADEM Mobile-Coastal office.
B. There shall be no construction of open water areas in existing wetlands unless the impacted wetland acreage is replaced elsewhere within the restoration, establishment, and/or enhancement project area.
C. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

28. Modifications of Existing Marinas
A. The permittee shall submit notification to the ADEM Mobile-Coastal office prior to reconfiguration of existing docking facilities at marinas having 10 or more wet slips.
B. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

31. Maintenance of Existing Flood Control Facilities
No additional coastal consistency conditions.

32. Completed Enforcement Actions
No additional coastal consistency conditions.

33. Temporary Construction, Access and Dewatering
No additional coastal consistency conditions.

35. Maintenance Dredging of Existing Basins

A. Dredged material shall be placed in an upland disposal area and properly contained to prevent re-entering the waterway or wetlands unless specifically authorized by other approved permits or exemptions.
B. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

36. Boat Ramps

A. Activities authorized under Nationwide Permit 36 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources.
B. There shall be no construction of boat ramps on properties fronting the Gulf of Mexico, Pelican Bay, Weeks Bay, Dauphin Island Audubon Sanctuary, or the Point aux Pines wetland system owned by the Board of Trustees of the University of Alabama.
C. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

37. Emergency Watershed Protection and Rehabilitation

No additional coastal consistency conditions.

38. Cleanup of Hazardous and Toxic Waste

No additional coastal consistency conditions.

45. Repair of Uplands Damaged by Discrete Events

A. Activities authorized under Nationwide Permit 45 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources.
B. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

46. Discharges in Ditches and Canals

No additional coastal consistency conditions.

48. Commercial Shellfish Aquaculture Activities

A. The permittee shall submit a copy of the PCN required by the Corps to the ADEM Mobile-Coastal office, ADCNR Marine Resources Division, and the ADCNR-SLD.
B. Activities structures authorized under Nationwide Permit 48 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources. The permittee may be required to submit a submersed grassbed survey to the ADEM Mobile-Coastal office prior to commencement of work.
C. There shall be no placement or addition of fill onto State-Owned Submerged Lands.
D. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

53. Removal of Low-Head Dams

A. The permittee shall submit a copy of the PCN required by the Corps to the ADEM Mobile-Coastal office.
B. The permittee shall undertake the restoration of any wetland areas or State waterbottoms temporarily impacted as a result of activities authorized under Nationwide Permit 53. Disturbed areas must be restored to preproject elevations and wetland areas must be revegetated.
C. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

Recognizing that projects are site specific in nature and scope and that conditions may change during project implementation, the ADEM reserves the right to require a permittee to submit additional information or require additional management measures to be implemented, as necessary on a case-by-case basis, in order to ensure that

activities authorized under one or more NWPs are being conducted in a manner that protects water quality and coastal resources.

This categorical certification addresses activities which are regulated under the enforceable policies of the ACAMP as codified in ADEM Admin. Code R. 335-8 and does not, in any way, imply that those activities would therefore comply with the requirements of any other jurisdictional entity. This categorical certification does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other private rights, trespass, or any infringement of Federal, State, or local laws or regulations, and in no way purport to vest in any applicant title to lands now owned by the State of Alabama nor shall it be construed as acquiescence by the State of Alabama of lands owned by the State that may be in an applicant's possession.

The following NWPs have been found to be inconsistent with the ACAMP and are not authorized for use within the coastal area of Alabama without individual review of the applicant's certification of coastal consistency.

10. Mooring Bouys
13. Bank Stabilization
21. Surface Coal Mining Activities
24. Indian Tribe or State Administered Section 404 Programs
26. Reserved
29. Residential Developments
30. Moist Soil Management for Wildlife
34. Cranberry Production Activities
39. Commercial and Institutional Developments
40. Agricultural Activities
41. Reshaping Existing Drainage Ditches
42. Recreational Facilities
43. Stormwater Management Facilities
44. Mining Activities
47. Reserved
49. Coal Remining Activities
50. Underground Coal Mining Activities
51. Land-Based Renewable Energy Generation Facilities
52. Water-Based Renewable Energy Generation Pilot Projects
54. Living Shorelines

Call, write, or email the Mobile-Coastal office anytime with questions. Always include the ADEM tracking code above when corresponding on this matter. The ADEM contact for this and other coastal zone management issues is J. Scott Brown. He may be reached by telephone at 251. 304.1176 or via e-mail (jsb@adem.alabama.gov).

Sincerely,

A. Scott Hughes, Chief
Field Operations Division

ASH/jsb

cc: Joy Earp, USACE (Sent Via Email Only: Joy.B.Earp@usace.army.mil)
Phillip Hinesley, ADCNR (Sent Via Email Only: Phillip.Hinesley@dcnr.alabama.gov)

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August 3, 2021

Craig J. Litteken, PMP
Chief, Regulatory Division
Mobile District
U. S. Army Corps of Engineers
P.O. Box 2288
Mobile, AL 36628-0001

AUG 0 9 2021

RE: U. S. Army Corps of Engineers 2021 Proposed Regional General Permits for Minor Structures and Activities within the State of Alabama (ALGP) Program
SPECIAL PUBLIC NOTICE NUMBERS:
SAM-2021-00490-DCH; ALGP-01 – Excavated Boat Slips
SAM-2021-00491-DCH; ALGP-03 – Dredging
SAM-2021-00492-DCH; ALGP-04 – Debris Removal
SAM-2021-00493-DCH; ALGP-05 – Piers and Pile-Supported Structures
SAM-2021-00494-DCH; ALGP-07 – Boat Ramps and Marine Ways
SAM-2021-00495-DCH; ALGP-11 – Shoreline and Bank Stabilization and Protection
SAM-2021-00496-DCH; ALGP-13 – Filling of Previously Dredged Areas
ADEM Tracking Code: ACAMP-2021-350-FC-FAA-COE

Dear Chief Litteken:

The listed ALGPs have been determined by the ADEM, based on their scope or nature, not to have a significant impact on coastal resources when implemented in accordance with the specific conditions prescribed herein. Therefore, and pursuant to ADEM Administrative Code 335-8-1-.03(4), these ALGPs are categorically certified to be consistent with the ACAMP.

SAM-2021-00490-DCH: ALGP-01 - Excavated Boat Slips

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-01 must not authorize any activities or structures on property or parcels fronting the Gulf of Mexico, Pelican Bay, or Weeks Bay.

CZM-2 ALGP-01 must not authorize new excavated boat slips unless it has been demonstrated that construction of piers, docks, and/or boat shelters, reaching navigational depth adequate for the proposed use, would create a navigation hazard for mariners.

CZM-3 The depth of any new boat slip is to be no greater than the controlling navigational depth of the receiving waters. The maximum length of excavation, measured from the shoreline to the interior extent, must not exceed 50 linear feet. The length of excavation, measured from the shoreline to the interior extent, must be no greater than twice the length of shoreline excavated.

CZM-4 ALGP-01 must not authorize ancillary structures which would have the effect of interfering with natural sediment transport along the shoreline or bank (i.e. wingwalls, groins, jetties, or other solid structures roughly perpendicular to the shore or bank).

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110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)

Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)

CZM-5 ALGP-01 must not authorize construction of new canals or expansions of existing canals for the purpose or effect of creating new waterfront property.

SAM-2021-00491-DCH: ALGP-03 - Dredging

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-03 must not authorize any dredging within areas fronting the Gulf of Mexico, Pelican Bay, or Weeks Bay.

CZM-2 ALGP-03 must not authorize new work channel dredging associated with the use and/or construction of new piers, docks, and/or boat shelters unless it has been demonstrated that construction of piers, docks, and/or boat shelters, reaching navigational depth adequate for the proposed use, would create a navigation hazard for mariners.

SAM-2021-00492-DCH; ALGP-04 – Debris Removal

No additional conditions.

SAM-2021-00493-DCH; ALGP-05 – Piers and Pile-Supported Structures

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-05 must not authorize any structures on property or parcels fronting the Gulf of Mexico or Pelican Bay.

CZM-2 ALGP-05 must not authorize any structures in areas colonized with natural shellfish beds without prior authorization from the Alabama Department of Conservation and Natural Resources – Marine Resources Division (ADCNR-MRD).

CZM-3 ALGP-05 must not authorize the following activities: (a) structures for the permanent mooring of houseboats, (b) fueling facilities, (c) toilets or activities that produce "gray water," (d) habitable structures (defined by the ADEM as "any structure which, by virtue of its design, size or appurtenances, is suitable for occupation as a residence on a temporary or permanent basis, or any similar structure used for commercial purposes"), (e) new marinas, or (f) the expansion of an existing marina beyond the existing authorized footprint.

CZM-4 ALGP-05 must not authorize platforms, decks, "T"s, "L"s, boat berthing areas, gazebos, or other similar structures to be located anywhere except at the waterward end of the access pier; and must not authorize platforms, decks, "T"s, "L"s, boat berthing areas, gazebos, or other similar structures to be located over wetlands, submersed vegetation, or submersed grassbeds.

SAM-2021-00494-DCH; ALGP-07 – Boat Ramps and Marine Ways

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-07 must not authorize any activities or structures on property or parcels fronting the waters of the Gulf of Mexico, Pelican Bay, or Weeks Bay.

CZM-2 All stormwater runoff from boat ramp approaches and parking areas must be directed away from the boat ramp. Site plans for proposed boat ramps must feature design elements which will accomplish this diversion.

SAM-2021-00495-DCH; ALGP-11 – Shoreline and Bank Stabilization and Protection

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE

MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-11 must not authorize any activities or structures on property or parcels fronting the waters of the Gulf of Mexico, Pelican Bay, Weeks Bay, or the man-made canals on Ono Island.

CZM-2 ALGP-11 must only authorize structures, materials, or bank dressings when it has been determined by the Army Corps of Engineers that no feasible non-structural alternatives are available including, but not limited to, preservation & restoration of dunes, beaches, wetlands, submersed grassbeds, shoreline restoration & nourishment, retreat, or abandonment. Applicant preference and/or aesthetics must not be construed as a valid justification for not implementing non-structural alternatives wherever feasible.

SAM-2021-00496-DCH; ALGP-13 – Filling of Previously Dredged Areas

No additional conditions.

Call, write, or email the Mobile-Coastal office anytime with questions. Always include the ADEM tracking code above when corresponding on this matter. The ADEM contact for this and other coastal zone management issues is J. Scott Brown. He may be reached by telephone at 251. 304.1176 or via e-mail (jsb@adem.alabama.gov).

Sincerely,

A. Scott Hughes, Chief
Field Operations Division

cc: ADCNR-SLD (DCNR.Coastal@dcnr.alabama.gov)
USACE | Mobile District, S. Brad Crosson - (steven.b.crosson@usace.army.mil)

LANCE R. LEFLEUR
DIRECTOR

KAY IVEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov
1400 Coliseum Blvd. 36110-2400 ▪ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ▪ FAX (334) 271-7950

August 4, 2021

Colonel Sebastien P. Joly
Commander, Mobile District
U.S. Army Corps of Engineers
P.O. Box 2288
Mobile, AL 36628-0001

RE: Clean Water Act (CWA) Section 401 Water Quality Certification (WQC), U.S. Army Corps of Engineers (COE) 2021 Proposed Issuance of Alabama General Permits (ALGPs) For Activities Within the State of Alabama

Dear Colonel Joly:

This office has completed a review of the above-referenced notice and all associated materials submitted related to the proposed ALGPs. Any comments made during the public notice period have also been forwarded to the Department for review.

ALGP-01	Excavated Boat Slips
ALGP-03	Dredging
ALGP-04	Debris Removal
ALGP-05	Piers and Pile-Supported Structures
ALGP-07	Boat Ramps and Marine Ways
ALGP-11	Shoreline and Bank Stabilization and Protection
ALGP-13	Filling of Previously Dredged Areas

Because action pertinent to WQC is required by Section 401(a)(1) of the CWA, 33 U.S.C. Section 1251, et seq., we hereby issue certification that there is reasonable assurance that the discharge resulting from the proposed activities as submitted will not violate applicable water quality standards established under Section 303 of the CWA and Title 22, Section 22-22-9(g), Code of Alabama, 1975, provided the applicant acts in accordance with the following conditions as specified. We further certify that there are no applicable effluent limitations under Sections 301 and 302 nor applicable standards under Sections 306 and 307 of the CWA in regard to the activities specified. This certification shall expire at the same time as the expiration date for the above-referenced Alabama Nationwide Permits for activities within the State of Alabama.

To minimize adverse impacts to State waters, by copy of this letter we are requesting the Mobile District Corps of Engineers to incorporate the following as special conditions as appropriate to the type, location, scope, duration, and potential impact of each activity in Alabama authorized by the COE ALGPs:

1. During project implementation, the applicant shall ensure compliance with applicable requirements of ADEM. Admin. Code Chapter 335-6-6 [National Pollutant Discharge Elimination System (NPDES)], Chapter 335-6-10 (Water Quality Criteria), and Chapter 335-6-11 (Water Use Classifications for Interstate and Intrastate Waters).

2. ADEM permit coverage may be required prior to commencing and/or continuing certain activities/operations relating to or resulting from the project. If an applicant has any questions regarding ADEM regulated activity or the need for NPDES permit coverage, the applicant can contact ADEM's Water Division at (334) 271-7823. If an applicant has any questions regarding

ADEM regulated activity or the need for air permit coverage, the applicant can contact ADEM's Air Division at (334) 271-7869. If the applicant has any questions regarding ADEM regulated activity or the need for hazardous, toxic, and/or solid waste permit coverage, the applicant can contact ADEM's Land Division at (334) 271-7730.

3. Upon the loss or failure of any treatment facility, Best Management Practice (BMP), or other control, the applicant shall, where necessary to maintain compliance with this certification, suspend, cease, reduce or otherwise control work/activity and all discharges until effective treatment is restored. It shall not be a defense for the applicant in a compliance action that it would have been necessary to halt or reduce work or other activities in order to maintain compliance with the conditions of this certification.

4. The applicant shall retain records adequate to document activities authorized by this certification for a period of at least three years after completion of work/activity authorized by the certification. Upon written request, the applicant shall provide ADEM with a copy of any record/information required to be retained by this paragraph.

5. The applicant shall conduct or have conducted, at a minimum, weekly comprehensive site inspections until completion of the proposed activity to ensure that effective BMPs are properly designed, implemented, and regularly maintained (i.e., repair, replace, add to, improve, implement more effective practice, etc.) to prevent/minimize to the maximum extent practicable discharges of pollutants in order to provide for the protection of water quality.

6. The applicant shall implement a project-specific or a detailed general BMP Plan prepared by an ADEM recognized qualified credentialed professional (QCP) applicable to and commensurate with activities of the type proposed. Effective BMPs shall be implemented and continually maintained for the prevention and control of turbidity, sediment, and other sources of pollutants, including measures to ensure permanent revegetation or cover of all disturbed areas, during and after project implementation.

7. The applicant shall implement a Spill Prevention Control and Countermeasures (SPCC) Plan for all temporary and permanent onsite fuel or chemical storage tanks or facilities consistent with the requirements of ADEM Admin. Code R. 335-6-6-.12(r), Section 311 of the Federal Water Pollution Control Act, and 40 CFR Part 112. The applicant shall maintain onsite or have readily available sufficient oil & grease absorbing material and flotation booms to contain and clean-up fuel or chemical spills and leaks. The applicant shall immediately notify ADEM after becoming aware of a significant visible oil sheen in the vicinity of the proposed activity. In the event of a spill with the potential to impact groundwater or other waters of the State, the applicant should immediately call the National Response Center at 1-800-424-8802 and the Alabama Emergency Management Agency at 1-800-843-0699. The caller should be prepared to report the name, address and telephone number of person reporting spill, the exact location of the spill, the company name and location, the material spilled, the estimated quantity, the source of spill, the cause of the spill, the nearest downstream water with the potential to receive the spill, and the actions taken for containment and cleanup.

8. Additional, effective BMPs shall be fully implemented and maintained on a daily basis as needed to prevent to the maximum extent possible potential discharges of pollutants from activities authorized by this certification, directly to or to a tributary or other stream segment, that have the potential to impact a State water currently considered impaired [waterbody is identified on the Alabama 303(d)

list, a total maximum daily load (TMDL) has been finalized for the waterbody, and/or the waterbody is otherwise considered a Tier 1 water pursuant to ADEM Admin. Code Ch. 335-6-10]. The applicant shall inspect all BMPs as often as is necessary (daily if needed) for effectiveness, need for maintenance, and the need to implement additional, effective BMPs. Additional effective BMPs shall immediately be implemented as needed to ensure full compliance with ADEM requirements and the protection of water quality in the impaired waterbody.

9. All construction and worker debris (e.g., trash, garbage, etc.) must be immediately removed and disposed in an approved manner. If acceptable offsite options are unavailable, effective onsite provisions for collection and control of onsite worker toilet wastes or gray waste waters (i.e., port-o-let, shower washdown, etc.) must be implemented and maintained. Soil contaminated by paint or chemical spills, oil spills, etc. must be immediately cleaned up or be removed and disposed in an approved manner. Also, the applicant shall manage and dispose of any trash, debris, and solid waste according to applicable state and federal requirements.

10. All materials used as fill, or materials used for construction of structures in a waterbody, must be non-toxic, non-leaching, non-acid forming, and free of solid waste or other debris. This requirement does not preclude the use of construction materials authorized by the COE that are typically utilized in marine or other aquatic applications.

11. The applicant shall implement appropriate measures to minimize the potential for a decrease of instream dissolved oxygen concentrations as a result of project implementation. In addition, the applicant shall ensure that the activities authorized by this certification do not significantly contribute to or cause a violation of applicable water quality standards for instream dissolved oxygen.

12. The applicant shall implement appropriate, effective BMPs, including installation of floating turbidity screens as necessary, to minimize downstream turbidity to the maximum extent practicable. The applicant shall visually monitor or measure background turbidity. The applicant must suspend operations should turbidity resulting from project implementation exceed background turbidity by more than 50 NTUs. Operations may resume when the turbidity decreases to within acceptable levels.

13. The applicant shall evaluate, characterize, and as necessary, conduct regular analysis of any material proposed to be dredged/removed/disturbed in order to ensure that potential pollutants are not present in concentrations that could cause or contribute to a violation of applicable water quality standards. Information regarding the evaluation, characterization, or detailed results of any analyses shall be made available to ADEM upon request.

14. If upland disposal areas are utilized, the applicant shall be responsible for the condition of the disposal area, including the structural integrity of any embankments, until the disposal area is permanently reclaimed or adequately stabilized, to ensure that sediment and/or turbidity in the return water and/or stormwater runoff will not cause substantial visible contrast with the receiving waters, or result in an increase of 50 NTUs above background turbidity levels in the receiving waters.

15. For proposed activities associated with new or updated docks, marinas, multiple boat slips, floating docks, large or multiple piers, etc. or that increase the number of berthing areas, the applicant shall ensure that these facilities are equipped with appurtenances (i.e., trash receptacles, receptacles for fish offal and carcasses, SPCC for fueling facilities, and a sewage pump out system where appropriate) as needed to protect water quality.

16. The applicant is encouraged to consider additional pollution prevention practices, low impact development (LID), and other alternatives to assist in complying with applicable regulatory requirements and possible reduction/elimination of pollutant discharges. LID is an approach to land development or re-development that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product. There are many practices that have been used to implement these sustainable ideas such as bio-retention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements. By implementing LID principles and practices, water can be managed in a way that reduces the impact of built areas and promotes the natural movement of water within an ecosystem or watershed.

17. The applicant is encouraged to consider and implement a site design plan/strategy for post-construction hydrology to mimic pre-construction hydrology to the extent feasible, and for post-construction stormwater runoff peak flows and total stormwater volume to minimize potential downstream channel and stream bank erosion.

18. In recognition that projects are site specific in nature and conditions can change during project implementation, ADEM reserves the right to require the submission of additional information or require additional management measures to be implemented, as necessary on a case-by-case basis, in order to ensure the protection of water quality. Liability and responsibility for compliance with this certification are not delegable by contract or otherwise. The applicant shall ensure that any agent, contractor, subcontractor, or other person employed by, under contract, or paid a salary by the applicant complies with this certification. Any violations resulting from the actions of such person may be considered violations of this certification.

19. Issuance of a certification by ADEM neither precludes nor negates an operator/owner's responsibility or liability to apply for, obtain, or comply with other ADEM, federal, state, or local government permits, certifications, licenses, or other approvals. This certification does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other private rights, trespass, or any infringement of Federal, State, or local laws or regulations, and in no way purports to vest in the applicant title to lands now owned by the State of Alabama, nor shall it be construed as acquiescence by the State of Alabama of lands owned by the State of Alabama that may be in the applicant's possession.

Please feel free to contact me at 334-394-4304 in the event you have any questions.

Sincerely,

Anthony Scott Hughes, Chief
Field Operations Division

File: WQ401
c: Nashville District COE & EPA Region IV

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET, SUITE 464
MONTGOMERY, ALABAMA 36130

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

STATE LANDS DIVISION
PATRICIA POWELL MCCURDY
DIRECTOR

HANK BURCH
ASSISTANT DIRECTOR

TELEPHONE (334) 242-3484
FAX (334) 242-0999

October 1, 2021

MEMORANDUM

To: **U.S. Army Corps of Engineers, Dylan Hendrix**

Date: October 1, 2021

Project: AL General Permit – State Lands Review

The U.S. Army Corps of Engineers (USACE) is actively seeking comments from State agencies regarding issuance of the Alabama General Permits for the 2021-2026 timeframe. The Alabama Department of Conservation and Natural Resources, State Lands Division (SLD) was asked to summarize SLD's requirements for activities covered under each of the AL General Permits so that the final publication of the Alabama General Permits can provide courtesy notification to potential permittees of SLD requirements that exist beyond the AL General Permit conditions. After review by the SLD, we request that each of the requirements described in the following pages be incorporated into the AL General Permits.

PLEASE NOTE: Edits to the SLD requirements since the previous issuance of General Permits are underlined. Also, the following is based upon review of the proposed revisions to the AL General Permits as published June 3, 2021 by special public notices SAM-2021-00490-DCH through SAM-2021-00496-DCH, which proposed the reservation of ALGP-10 (Living Shorelines) and ALGP-24 (Piers and Pile Supported Structures Located in Weeks Bay).

We appreciate your consideration.

Sincerely,

Hank Burch
Assistant Director

PPM/jjk

The Department of Conservation and Natural Resources does not discriminate on the basis of race, color, religion, age, sex, national origin, disability, pregnancy, genetic information or veteran status in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

ALGP- 01 Excavated Boat Slips

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure and the adjacent upland property lines and adjacent riparian lines for any activity occurring on State-owned water bottoms.
- The ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from water bottoms owned by the State of Alabama.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP- 02 Maintenance Dredging

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure or activity and the adjacent upland property lines and adjacent riparian lines.
- The ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from State water bottoms.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-03 New Work Channel Dredging

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure or activity and the adjacent upland property lines and adjacent riparian lines.
- The ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from water bottoms owned by the State of Alabama.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-04 Debris Removal

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- The ADCNR State Lands Division may require a separate permit and fee for the salvage removal of submerged or buried logs beneath state owned water bottoms.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-05 Piers, Pile-Supported Structures, and Dolphins
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:
The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure and the adjacent upland property lines and adjacent riparian lines.
- All structures may not extend greater than 25 percent of the waterway.
- The ADCNR State Lands Division may require a separate approval, riparian easement, and/or fee for the proposed activity.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-07 Boat Ramps and Marine Ways
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:
The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure and the adjacent upland property lines and adjacent riparian lines.
- The ADCNR State Lands Division may require a separate approval, riparian easement, and/or fee for the structures located on water bottoms owned by the State of Alabama.
- ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from water bottoms owned by the State of Alabama.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

NOTE: ALGP-10 Living Shorelines is proposed by USACE to be Reserved for the next 5-year cycle.

ALGP-11 Shoreline and Bank Stabilization and Protection
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:
The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- This permit should not authorize any activity to regain land lost to erosion or to otherwise accrete land.
- The ADCNR State Lands Division may require a separate approval, riparian easement, and/or fee for the proposed activity.
- Permitted activities undertaken by use of the general permit will not result in a change in property boundaries. The ADCNR State Lands Division may require a separate approval for an applicant to regain title to land lost to erosion.
- Projects shall be designed and sited to minimize impacts to state owned submerged lands and adjacent riparian use areas.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-13 Filling of Previously Dredged Areas

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- The ADCNR State Lands Division may require a separate approval, riparian easement and/or fee for any proposed activity occurring on State-owned water bottoms.
- Applicants must demonstrate that the proposed area to be filled is not dedicated for public use or has a history of use by the general public, such as a man-made canal providing navigational access to more than one property owner.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

NOTE: ALGP-24 Piers and Pile-Supported Structures Located in Weeks Bay is proposed by USACE to be reserved in the next 5-year cycle.

CAUTION:
MANATEE HABITAT

IDLE SPEED IS REQUIRED IF OPERATING A VESSEL IN THE CONSTRUCTION OR EVENT AREA

All equipment must be SHUTDOWN if a manatee comes within 50 FEET of operation

Report any collision with and/or injury to a manatee immediately to:

Dauphin Island Sea Lab's Manatee Sighting Network:

1-866-493-5803

and the U.S. Fish and Wildlife Service in Daphne, AL:

(251) 441-5839 or (251) 441-5181

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, MOBILE DISTRICT
P.O. BOX 2288
MOBILE, AL 36628-0001

February 2, 2022

South Alabama Branch
Regulatory Division

SUBJECT: Department of the Army Alabama Regional General Permit, File Number SAM-2021-00187-JCC, City of Mobile, USACE Bypass Channel

City of Mobile
Attention: Matt Jollit
Email Address: matt.jollit@cityofmobile.org
205 Government Street
Mobile, Alabama 36602

Dear Mr. Jollit:

Reference is made to your request for a Department of the Army permit to perform maintenance dredging on the USACE Bypass Channel adjacent to Three Mile Creek. The project has been assigned file number SAM-2021-00187-JCC which should be referred to in all future correspondence with this office concerning this project. The project is located in the USACE Bypass Channel and Three Mile Creek near Bizzel Street, Patton Avenue, and Belsaw Avenue; at Latitude 30.706731° North, Longitude -88.068633° West; within Section 44, Township 3 South, Range 1 West; in Mobile, Mobile County, Alabama.

Department of the Army permit authorization is necessary because your project involves work in waters of the United States under our regulatory jurisdiction. The project activities will include the hydraulic removal of a maximum of 1,000 cubic yards of sediment from approximately 1,000 linear feet (3 acres) of the USACE Bypass Channel immediately adjacent to the Three Mile Creek restoration area. This section of the channel was previously-maintained to depths of between -6 and -7 feet below mean high water. Dredging would be limited to the removal of sediment which has accumulated since the last maintenance event, and the depth of dredging would not exceed that of the original design of the project. The removed material will be placed on city property on the opposite side of the USACE Bypass Channel (Mobile parcel key numbers 706418, 706427, 706436, 706445, 706472, 706481, and 706409) for dewatering and transfer to approved upland landfill locations. Appropriate BMPs, including turbidity curtains, will be maintained around the dredge area, the entire primary 1.4-acre dewatering area, and the secondary 1.1-acre dewatering area throughout construction, as identified on attached site plans. All temporary structures and fill will be removed at completion of construction activities.

Based upon the information and plans you provided, we hereby verify the work described above, which would be performed in accordance with the attached drawings, is authorized by Alabama Regional General Permit (ALGP), ALGP-03, *Dredging,* in accordance with the 2021 ALGP Program. The ALGP(s) and associated conditions are attached for your review and compliance.

This verification is valid until the scheduled expiration date of September 30, 2026. However, if you have commenced or are under contract to commence the permitted activity before September 30, 2026, you will have 12 months from that date to complete the activity under the terms and conditions of the 2021 ALGP Program.

Your use of the Alabama Regional General Permit(s) (ALGP) is subject to the following special conditions:

a. The activity shall be conducted in accordance with the attached drawings and meet all conditions applicable to the 2021 ALGP Program.

b. The Mobile District must be notified of the commencement and completion of the authorized work. The attached commencement and completion forms may be used for that purpose.

c. The attached yellow Notice of Authorization sign must be posted prominently at the site during construction of the permitted activity.

d. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

e. Best management practices shall be implemented to minimize the loss of turbidity to adjacent waters of the United States. Appropriate turbidity and siltation control measures must be used during construction and maintained in effective operating condition until conditions have returned to normal.

f. The permittee shall implement the attached “Alabama Standard Manatee Construction Conditions” throughout project construction. In the event of an equipment strike, collision with and/or injury to a manatee as a result of project implementation, work shall cease and the permittee shall immediately contact this office at (251) 690-2658 and the U.S. Fish and Wildlife Service in Daphne (251) 441-5181.

g. The permittee and/or contractors must notify the U.S. Army Corps of Engineers, (USACE), Engineering Division, Coastal Branch via phone or email 3 days prior to the

commencement of construction activities. You may contact Ms. Valerie M. Morrow at 251-690-2484 or Valerie.M.Morrow@usace.army.mil.

Nothing in this letter shall be construed as excusing you from compliance with other federal, state, or local statutes, ordinances, or regulations which may affect this work. Revisions to your proposal may invalidate this authorization. In the event changes to this project are contemplated, it is recommended you coordinate with us prior to proceeding with the work.

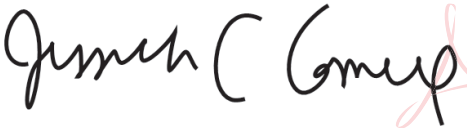
It is the responsibility of the permittee to coordinate this activity with the Alabama Department of Conservation and Natural Resources, State Lands Division, for any approvals, riparian easements, and/or fees that may be required for impacting public submerged lands at: Alabama Department of Conservation and Natural Resources, State Lands Division, Coastal Section, 31115 Five Rivers Boulevard, Spanish Fort, Alabama 36527, (251) 621-1238.

The U.S. Coast Guard (USCG) has requested we include the following statements in our authorizations: In order for the Coast Guard to give proper notice to the maritime community, the permitted owners, contractors, or responsible party shall contact Coast Guard Sector Mobile Waterways Management Branch (spw), 1500 15th Street, Mobile, Alabama 36615, (251) 441-5166 or (251) 441-5940, 60 days prior to performing the proposed action. The permitted owners, contractors, or responsible party must also install and maintain, at the permitted owner's, contractor's, or responsible party's expense, any safety lights, signs and signals required by the USCG, through regulations or otherwise, on the permitted owner's, contractor's, or responsible party's fixed structures. To receive a USCG Private Aids to Navigation marking determination, at no later than 30 days prior to the installation of any fixed structures in navigable waters, you are required to contact the Eighth Coast Guard District (dpw), 500 Poydras Street, Suite 1230, New Orleans, Louisiana 70130, (504) 671-2124 or via email to D8oanPATON@uscg.mil. For general information related to Private Aids to Navigation, please visit the Eight CG District website at www.atlanticarea.uscg.mil/District-8/District-Divisions/Waterways/PATON/.

You are receiving an electronic copy only of this letter. If you wish to receive a paper copy, you should send a written request to this office at the following address: U.S. Army Corps of Engineers, Mobile District, Regulatory Division, Post Office Box 2288, Mobile, Alabama 36628. Electronic copies of this letter are also being sent to your agent, Moffatt & Nichol, Attention: Ms. Mary Beth Sullivan, at msullivan@moffattnichol.com; the Alabama Department of Environmental Management, Mobile Branch / Coastal Section, Attention: Mr. Scott Brown, at coastal@adem.alabama.gov; and the Alabama Department of Conservation and Natural Resources, State Lands Division, Attention: Mr. Will Underwood, at DCNR.Coastal@dcnr.alabama.gov, and Mr. Jeremiah Kolb, at jeremiah.kolb@dcnr.alabama.gov.

Please contact me at (251) 690-3262 or Jessica.C.Comeaux@usace.army.mil if you have any questions. For additional information about our Regulatory Program, visit our web site at www.sam.usace.army.mil/Missions/Regulatory.aspx. Also, please take a moment to complete our customer satisfaction survey located near the bottom of the webpage. Your responses are appreciated and will allow us to improve our services.

Sincerely,



Digitally signed by Jessica Crochet Comeaux
Date: 2022.02.02 16:28:37 -06'00'

Jessica C. Comeaux
Project Manager
South Alabama Branch
Regulatory Division

Attachments

When the structures or work authorized by this Alabama Regional General Permit (ALGP) SAM-2021-00187-JCC are still in existence at the time the property is transferred, the terms and conditions of this ALGP, including any special conditions, will continue to be binding on the new owner of the property. To validate the transfer of this ALGP and the liabilities associated with compliance with its terms and conditions, return this page to the U.S. Army Corps of Engineers, Mobile District after the transferee signs and dates below.

_____ _____
(TRANSFEREE SIGNATURE) (DATE)

_____
(TRANSFEREE PRINTED NAME)

5

COMMENCEMENT CERTIFICATION

U.S. Army Corps of Engineers
Mobile District

Permit Number: **SAM-2021-00187-JCC**

Name of Permittee: **City of Mobile, Attention: Matt Jollit**

Date of Issuance: **February 2, 2022**

Upon commencement of the activity authorized by this permit, please sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Mobile District
Regulatory Division
Post Office Box 2288
Mobile, Alabama 36628-0001

Please note your permitted activity is subject to a commencement inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with all terms and conditions of this permit, the permit is subject to permit suspension, modification, or revocation and you are subject to an enforcement action by this office.

I hereby certify the work authorized by the above-referenced permit has commenced in accordance with the terms and conditions of the said permit.

_____ _____
Signature of Permittee Date

6

COMPLETION CERTIFICATION

U.S. Army Corps of Engineers
Mobile District

Permit Number: **SAM-2021-00187-JCC**

Name of Permittee: **City of Mobile, Attention: Matt Jollit**

Date of Issuance: **February 2, 2022**

Upon completion of the activity authorized by this permit, please sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Mobile District
Regulatory Division
Post Office Box 2288
Mobile, Alabama 36628-0001

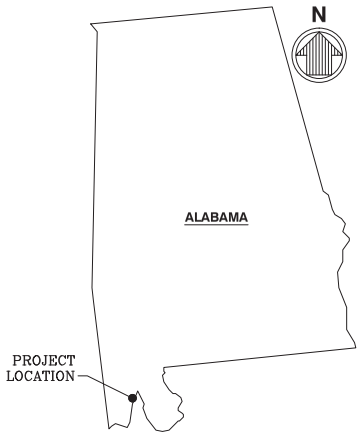
Please note your permitted activity is subject to a completion inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with all terms and conditions of this permit, the permit is subject to permit suspension, modification, or revocation and you are subject to an enforcement action by this office.

I hereby certify the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit.

_____ _____
Signature of Permittee Date

THREE MILE CREEK HYDRAULIC RESTORATION

MOBILE, ALABAMA



VICINITY MAP
SCALE: NTS

LOCATION MAP
SCALE: NTS

30% DESIGN DRAWINGS FOR CITY OF MOBILE

SHEET INDEX		
INDEX	SHEET NO.	SHEET TITLE
1	G-001	COVER SHEET, VICINITY & LOCATION MAPS, AND SHEET INDEX
2	G-002	GENERAL NOTES, DESIGN CRITERIA, LEGEND AND ABBREVIATIONS
3	G-101	OVERALL & SITE ACCESS PLAN
4	G-102	ENLARGED PLAN - MATERIAL TRANSFER AREAS
5	G-103	MATERIAL DISPOSAL SITES
6	V-101	EXISTING CONDITIONS PLAN
7	B-001	SOIL BORING LOGS
8	C-101	PROPOSED DREDGING SITE PLAN
9	C-301	TYPICAL SECTIONS

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

Page 158 of 188

THREE MILE CREEK HYDRAULIC RESTORATION

COVER SHEET, VICINITY & LOCATION MAPS, AND SHEET INDEX

Designed by: CG
Drawn by: CG
Checked by: GS
Reviewed by: -
Submitted by: GERALD SONGY MOFFATT & NICHOL
Date: 2021-09-30
Mobil Project No. 19456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)
Rev: -

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
G-001
INDEX: 1 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

GENERAL NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS STATED IN THE PERMIT: SAM-2017-01282-LET AND ADEM CONSTRUCTION STORMWATER PERMIT. CONTRACTOR SHALL OBTAIN ALL OTHER APPLICABLE PERMITS AND LICENSES AND KEEP COPIES OF THE SAME ON SITE DURING CONSTRUCTION.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN ON THE PLANS WITH THE EXISTING CONDITIONS IN THE FIELD PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL ENSURE THAT ALL SURFACE DRAINAGE WITHIN AND NEAR THE AREA OF WORK ARE KEPT FREE FROM MATERIAL SUCH AS SEDIMENT THAT COULD DISCHARGE INTO MOBILE BAY. UPON COMPLETION OF CONSTRUCTION, REMOVE ACCUMULATED SEDIMENT FROM SILT FENCE AND TEMPORARY SEDIMENT TRAPS AND DISPOSE OF OFFSITE OR IN ACCEPTABLE LOCATION AND MANNER WITHIN THE OWNER'S PROPERTY.
4. ALL AREAS OUTSIDE THE "CONSTRUCTION LIMITS" WHICH ARE DAMAGED BY THE CONTRACTOR, SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION. THE RESTORATION SHALL BE DONE AT NO ADDITIONAL COST TO THE OWNER. CONSTRUCTION LIMITS SHALL INCLUDE THE FOLLOWING: HYDRAULIC RESTORATION AREA, MATERIAL TRANSFER AREA, SECONDARY MATERIAL TRANSFER AREA, AND CONTRACTOR HAUL ROUTES SHOWN ON SHEET G-101.
5. SAFE CONSTRUCTION EXCAVATION SLOPES AND SHORING ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD COMPLY WITH ALL OSHA AND OTHER APPLICABLE SAFETY REGULATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE CONSTRUCTION SITE AND THE AREAS OF WORK WHILE PERFORMING THE WORK OF THIS CONTRACT. CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE CONSTRUCTION SITE ON A DAILY BASIS. NO BURNING OF DEBRIS SHALL BE PERMITTED.
8. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE LOCAL, STATE AND FEDERAL ENVIRONMENTAL PROTECTION STANDARDS, LAWS AND REGULATIONS.
9. ALL APPLICABLE SAFETY REGULATIONS SHALL BE FOLLOWED. METHODS OF CONSTRUCTION IS THE CONTRACTOR'S RESPONSIBILITY.
10. ALL INGRESS AND EGRESS TO THE CONSTRUCTION SITE SHALL BE KEPT READILY ACCESSIBLE AND UNOBSTRUCTED AT ALL TIMES. CONSTRUCTION EQUIPMENT WILL NOT BE PERMITTED TO OBSTRUCT ROADWAYS AND/OR PASSAGEWAYS. ANY DEBRIS FALLING ON ROADWAYS AS A RESULT OF CONTRACTOR HAULING MATERIAL OR MOVING EQUIPMENT SHALL BE IMMEDIATELY CLEANED UP.
11. ALL PRECAUTIONS SHALL BE TAKEN AS NECESSARY OR MAY BE REQUIRED, TO PERMANENTLY PREVENT CONTAMINATED WATER, GASOLINE OR ANY OTHER CONTAMINANT FROM ENTERING EXCAVATIONS MADE DURING THE CONTRACT WORK.
12. THE CONTRACTOR SHALL KEEP AND MAINTAIN A SET OF PROJECT PLANS AND SPECIFICATIONS ON THE SITE AT ALL TIMES.
13. CONTRACTOR SHALL USE TURBIDITY CONTROLS AS NECESSARY TO CONTROL TURBIDITY PLUMES. TURBIDITY SHALL BE KEPT <50 NTU ABOVE BACKGROUND TURBIDITY VALUES AS MEASURED AT A POINT <750FT FROM THE POINT OF DREDGE EFFLUENT DISCHARGE. SEE SPECIFICATIONS FOR DETAILS .
14. BACKGROUND AERIAL IMAGES FROM NEARMAP JANUARY 2021.
15. THE INFORMATION DEPICTED ON THESE DRAWINGS REPRESENTS THE RESULTS OF THE SURVEYS ON THE DATES INDICATED AND CAN ONLY BE CONSIDERED AS AN INDICATION OF THE GENERAL CONDITIONS EXISTING AT THAT TIME.
16. NO CONSTRUCTION EQUIPMENT OR ACTIVITIES MAY OPERATE, TRANSIT, STAGE OR STORE OUTSIDE OF THE CONSTRUCTION LIMITS.
17. THIS DRAWING SET IS FOR PRELIMINARY DESIGN AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
18. THIS DRAWING SET IS FOR PRELIMINARY DESIGN AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
19. ESTIMATED RANGE OF DRAFTS FOR VESSELS TO BE USED FOR CONSTRUCTION.
    WORK BOATS.....4-8 FT
    CREW BOATS.....2-4 FT
    WORK BARGES, FUEL BARGES.....2-6 FT
    SMALL BARGE MOUNTED CLAMSHELL OR EXCAVATOR.....4-6 FT
20. SILT FENCES AND/OR OTHER TEMPORARY CONTAINMENT METHODS SHALL BE INSTALLED BY CONTRACTOR AROUND THE MATERIAL TRANSFER AREA(S) TO PREVENT STORMWATER RUNOFF IMPACTS.
21. ALL CLEARED AND GRUBBED MATERIAL SHALL BE PROPERLY DISPOSED AT AN APPROVED DISPOSAL FACILITY. ON-SITE DISPOSAL OR BURNING SHALL NOT BE ALLOWED.

COORDINATION

1. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH THE OWNER AND/OR THEIR ASSIGNED REPRESENTATIVE.
2. THE CONTRACTOR SHALL SUBMIT A SCHEDULE FOR CONSTRUCTION TO OWNER PRIOR TO ISSUANCE OF NOTICE TO PROCEED, IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

UTILITIES

1. PRIOR TO CONSTRUCTION OR EXCAVATION, THE CONTRACTOR SHALL ASSUME THE RESPONSIBILITY OF LOCATING ANY AND ALL UNDERGROUND UTILITIES (PUBLIC OR PRIVATE) THAT MAY EXIST OR CROSS THROUGH THE AREA OF CONSTRUCTION WHETHER OR NOT THEY ARE SHOWN ON THESE PLANS.
2. THIS PLAN DOES NOT GUARANTEE THE EXISTENCE, NONEXISTENCE, SIZE, TYPE, LOCATION, ALIGNMENT OR DEPTH OF ANY OR ALL UNDERGROUND UTILITIES OR OTHER FACILITIES. WHERE SURFACE FEATURES (MANHOLES, CATCH BASINS, VALVES, ETC.) ARE UNAVAILABLE OR INCONCLUSIVE, INFORMATION SHOWN MAY BE FROM UTILITY OWNER'S RECORDS AND/OR ELECTRONIC LINE TRACING, THE RELIABILITY OF WHICH IS UNCERTAIN. THE CONTRACTOR SHALL PERFORM WHATEVER TEST EXCAVATION OR OTHER INVESTIGATIONS AS NECESSARY TO VERIFY LOCATIONS AND CLEARANCES.
3. CONTRACTOR SHALL CONFORM TO ALABAMA'S LAW AND SAFE DIGGING PRACTICES AND SHALL CONTACT THE NECESSARY AUTHORITIES PRIOR TO START OF CONSTRUCTION. STATE LAW MANDATES THE NOTIFICATION OF UTILITY OWNERS 48 HOURS IN ADVANCE OF EXCAVATION. FOR LOCATION OF UTILITIES CONTACT ALABAMA 811 BY CALLING (800) 292-8525, 48 HOURS PRIOR TO LAND DISTURBANCE ACTIVITY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING, AT HIS SOLE EXPENSE, ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
5. AT NO POINT DURING THE PROJECT WORK SHALL THE CONTRACTOR INTERRUPT OR DISCONNECT POWER OR BURIED UTILITIES SUCH AS WATER OR SEWER FORCEMAINS. ANY REQUIRED IMPACT TO THE OPERATION OF THE UTILITIES SHALL BE COORDINATED WITH THE OWNER AND THE MAWSS UTILITY DISTRICT PERSONNEL.

CONSTRUCTION

1. CONTRACTOR SHALL NOT INITIATE ANY LAND DISTURBING ACTIVITY UNTIL AUTHORIZED TO PROCEED BY OWNER.
2. SUBMITTALS ON MATERIALS FOR THIS PROJECT SHALL BE PROVIDED TO THE OWNER FOR APPROVAL AS DESCRIBED IN PROJECT MANUAL.
3. EXISTING VEGETATION SURROUNDING THE CONSTRUCTION AREA SHALL REMAIN IN A NATURAL STATE.

MAINTENANCE OF TRAFFIC

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK ZONE SIGNING AND ANY OTHER TRAFFIC CONTROL DEVICES NECESSARY TO PERFORM THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL IMMEDIATELY REMOVE ALL SUCH TEMPORARY DEVICES.
2. ACCESS TO THE PROJECT SITE SHALL USE RESIDENTIAL CITY ROADS. THE CONTRACTOR THEREFORE WILL BE REQUIRED TO VIDEO DOCUMENT THE CONDITION OF THE CITY STREET PRIOR TO CONSTRUCTION AND AFTER CONSTRUCTION. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY RESULTING FROM THE CONTRACTORS EQUIPMENT, MATERIAL, ETC.. ACCESS WILL BE REPAIRED TO PRE-EXISTING CONDITIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

DREDGING NOTES

1. CONTRACTOR SHALL PERFORM A ONE CALL PRIOR TO ANY DREDGING AND/OR EXCAVATION ACTIVITIES.
2. THE ESTIMATED DREDGING/EXCAVATION QUANTITIES WITHIN THE HYDRAULIC RESTORATION AREA ARE BASED ON THE ROWE ENGINEERING AND SURVEYING CONSULTING ENGINEERS SURVEYS PERFORMED IN JULY AND AUGUST 2021.
3. MINIMAL EXCAVATION MAY BE REQUIRED FOR THE CONTRACTOR TO REACH THE SITE USING THE USACE BYPASS CHANNEL. IF EXCAVATION IS NECESSARY, EXCAVATION MATERIAL WILL BE TEMPORARILY STOCKPILED AND REPLACED PRIOR TO DEMOBILIZATION. CONTRACTOR MAY BE REQUIRED TO BACKFILL EXCAVATED MATERIAL PRIOR TO DEMOBILIZATION BASED UPON PERMIT APPROVAL REQUIREMENTS.

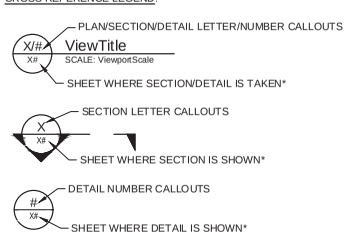
SURVEY NOTES

1. COORDINATES ARE NAD83, ALABAMA STATE PLANE, WEST ZONE, U.S. SURVEY FEET.
2. ALL ELEVATIONS REFERENCE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) – GEOID 12A, U.S. SURVEY FEET.
3. PARCEL BOUNDARY LINES ARE BASED UPON MOBILE COUNTY GIS TAX RECORD INFORMATION. NO PROPERTY CORNERS OR MONUMENTS ARE IMPLIED TO BE PRECISELY LOCATED AND NO TITLE OR DEED RESEARCH WAS CONDUCTED. THEREFORE, ALL PARCEL BOUNDARY LOCATION AS LABELED ON PLANS AND CROSS-SECTIONS ARE APPARENT AND THEREFORE APPROXIMATE.

ABBREVIATIONS:

CL	CENTERLINE
CY	CUBIC YARD
ELEV/EL	ELEVATION
FM	FORCE MAIN
MAWSS	MOBILE AREA WATER & SEWER SYSTEM
MTL	MEAN TIDE LEVEL
NAD83	THE NORTH AMERICAN DATUM OF 1983
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
NTS	NOT TO SCALE
NTU	NEPHELOMETRIC TURBITY UNITS
OSHA	OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION
ROW	RIGHT-OF-WAY
SS	SANITARY SEWER
USACE	UNITED STATES ARMY CORPS OF ENGINEERS

CROSS REFERENCE LEGEND:



*NOTE: LETTER INDICATES SECTION; NUMBER INDICATES DETAIL. DASH (-) INDICATES SECTION/DETAIL IS FROM SAME SHEET.

EXCAVATIONS	VOLUME		AREA	
HYDRAULIC RESTORATION AREA	20,443	CY	4.1	ACRES
TEMPORARY FILL	**VOLUME**		**AREA**	
MATERIAL TRANSFER AREA	(SEE NOTE 3)	CY	1.4	ACRES
SECONDARY MATERIAL TRANSFER AREA	(SEE NOTE 3)	CY	1.1	ACRES

NOTES

1. FILL WITHIN THE MATERIAL TRANSFER AREA(S) WILL BE TEMPORARILY STOCKPILED, AND WILL BE HAULED OFF TO A MATERIAL DISPOSAL SITE WITHIN WEEKS OF TEMPORARY PLACEMENT.
2. TEMPORARY FILL INCLUDES TOTAL POTENTIAL MAXIMUM FILL OVER ENTIRE CONSTRUCTION DURATION OF THE PROJECT INCLUDING AN APPLIED BULKING FACTOR.
3. CONTRACTOR MAY USE MATERIAL TRANSFER AREA(S) AS NEEDED DURING CONSTRUCTION FOR DREDGE MATERIAL DEWATERING.

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

MOBILE AREA WATER & SEWER SYSTEM

No.	Description	Date	Appr.
Mark			

THREE MILE CREEK HYDRAULIC RESTORATION

GENERAL NOTES, DESIGN CRITERIA, LEGEND AND ABBREVIATIONS

Designed by: CG
Drawn by: CG
Checked by: GS
Reviewed by: -
Submitted by: GERALD SONOY
MCPHATTER NICHOL

Date: 2021-09-30
Rev: -
MAWSS Project No. 16456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

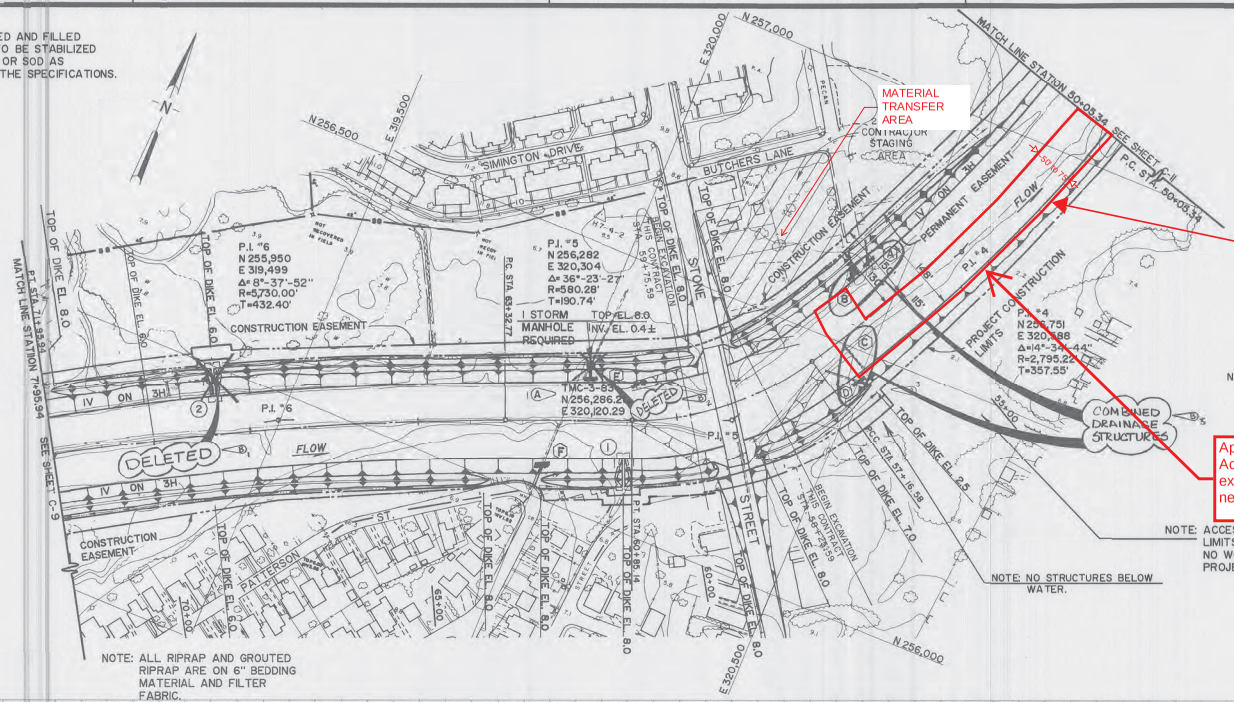
SEAL

Sheet Reference No.
G-002
INDEX: 2 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

REVISIONS				
SYM.	ZONE	DESCRIPTION	DATE	APPROVED
A	3	GENERAL REVISIONS	07/08/91	CJE
B	4	AS BUILT		

NOTE: ALL DISTURBED AND FILLED AREAS ARE TO BE STABILIZED USING GRASS OR SOD AS INDICATED IN THE SPECIFICATIONS.



NOTE: BRIDGE CONSTRUCTION BY OTHERS. CONTRACTOR SHALL COORDINATE WITH LOCAL MUNICIPAL AUTHORITIES AND SHALL INTERFACE WORK THIS CONTRACT WITH WORK ACCOMPLISHED

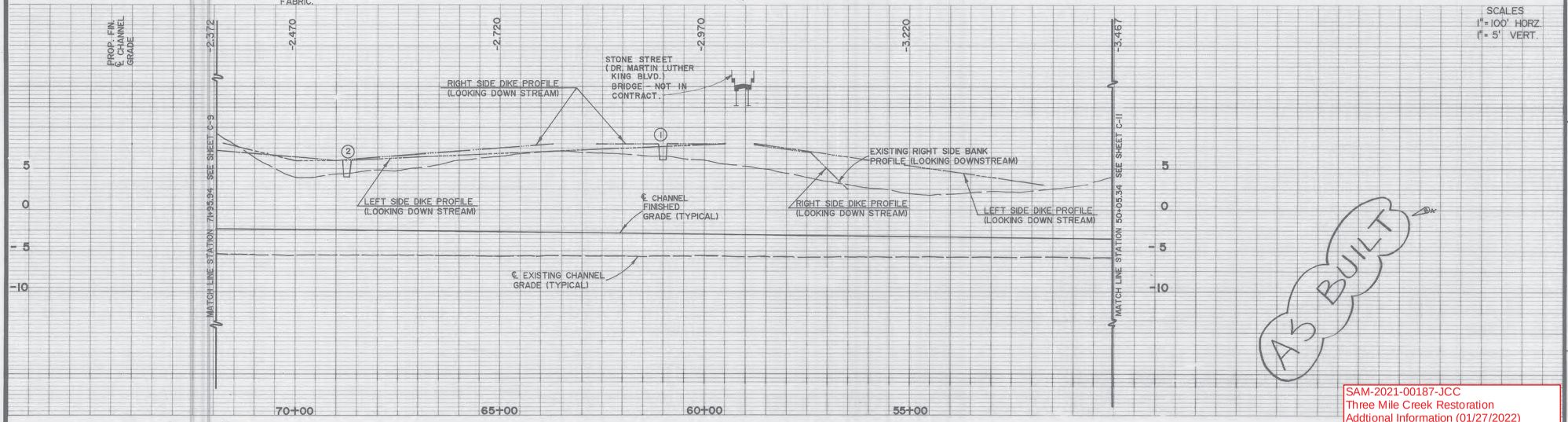
NOTE: ACCESS EAST OF PROJECT CONSTRUCTION LIMITS DENIED NORTH OF STONE STREET. NO WORK OR TRAFFIC ALLOWED EAST OF PROJECT CONSTRUCTION LIMIT.

NOTE: NO STRUCTURES BELOW WATER.

NOTE: ALL RIPRAP AND GROUTED RIPRAP ARE ON 6" BEDDING MATERIAL AND FILTER FABRIC.

Previous USACE Channel Improvement Projects showed dredging/excavation disturbances down to elevations of approximately -6 to -7.0 feet (datum not specified on plans). Mechanical access dredging (if deemed necessary by the awarded construction contractor) would be limited to sediment which has accumulated since the last maintenance event and the dredging would not occur outside of the original dredging template shown in these plans. The maximum dredging volume estimated if deemed necessary and performed is approximately 1,000 CY.

Approximate Access dredging extents (if necessary)



SCALES
1" = 100' HORZ.
1" = 5' VERT.

AS BUILT

SAM-2021-00187-JCC
Three Mile Creek Restoration
Addtional Information (01/27/2022)

NOTES:
1. FOR REFERENCE NOTES AND DIKE CONSTRUCTION NOTES, SEE SH. REF. NO. C-2.

[9] DENOTES TRIBUTARY STRUCTURE SEE SHEET C-16

(5) DENOTES OVERBANK DRAINAGE STRUCTURE SEE SHEET C-15

(E) DENOTES STORM DRAINAGE STRUCTURE SEE SHEET C-17

VERTICAL SCALE 1" = 5'
5' 0 5 10 FT.

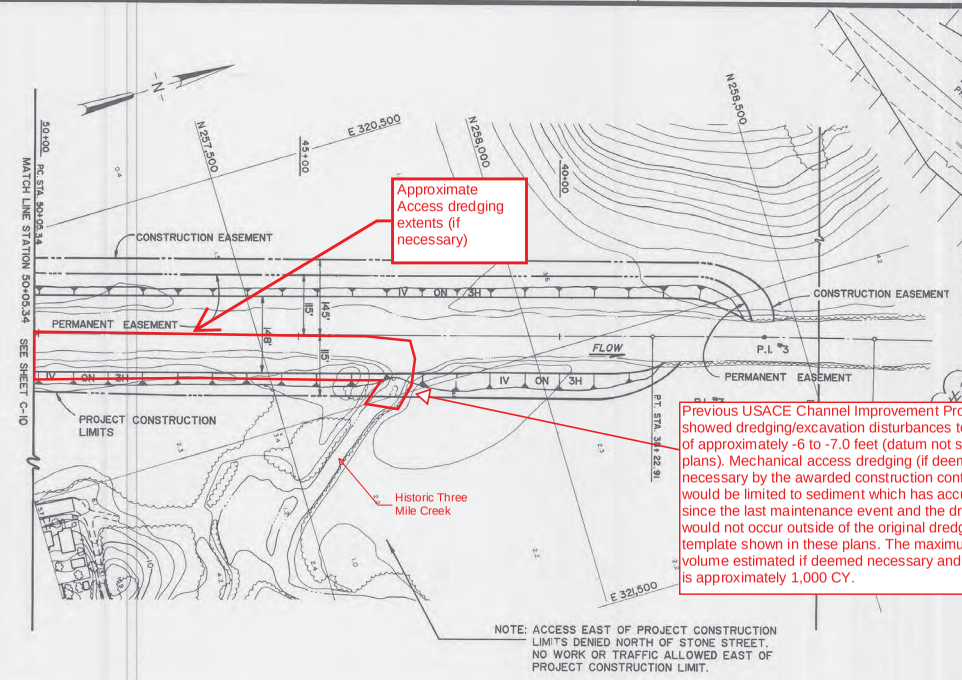
HORIZONTAL SCALE 1" = 100'
100' 0 100 200 FT.

GULF COAST ENGINEERING CONSULTING ENGINEERS MOBILE, ALABAMA
U.S. ARMY ENGINEER DISTRICT, MOBILE CORPS OF ENGINEERS MOBILE, ALA.

CONTRACT IV - CHANNEL IMPROVEMENT PROJECT
THREEMILE CREEK MOBILE, ALABAMA
PLAN - PROFILE
STATION: 71+95.94 TO 50+05.34

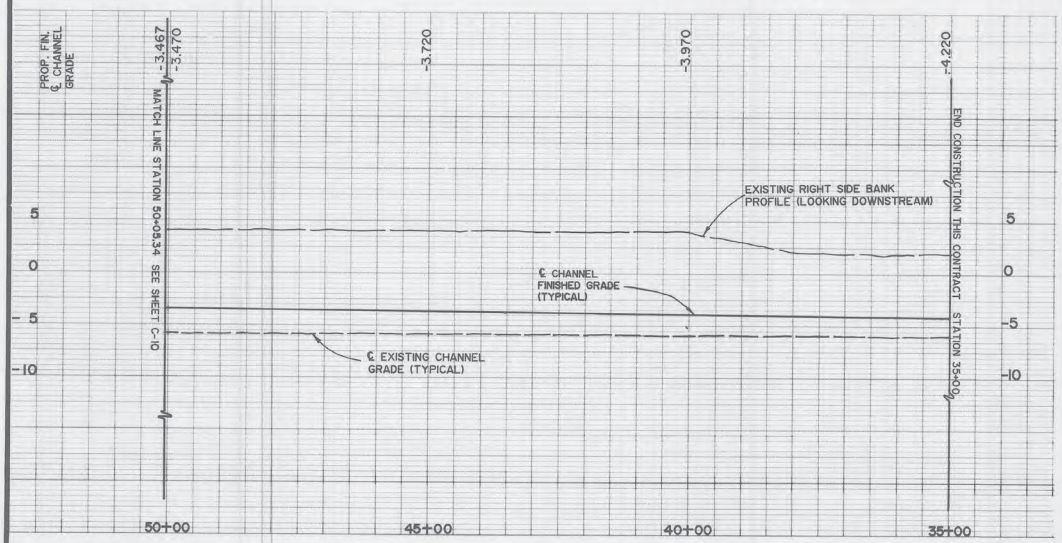
SH. REF. NO.	SPEC. NO.	SIZE	FILE NO.
C-10	DACW01-91-B-0036	D	D-13-4-402
	SCALE: AS NOTED	DATE: JAN 1991	DRAWING NO. 88/10 SHEET

REVISIONS				
SYM.	ZONE	DESCRIPTION	DATE	APPROVED
1		GENERAL REVISIONS	1/15/91	CJC
3		AS BUILT		



Approximate Access dredging extents (if necessary)

Previous USACE Channel Improvement Projects showed dredging/excavation disturbances to elevations of approximately -6 to -7.0 feet (datum not specified on plans). Mechanical access dredging (if deemed necessary by the awarded construction contractor) would be limited to sediment which has accumulated since the last maintenance event and the dredging would not occur outside of the original dredging template shown in these plans. The maximum dredging volume estimated if deemed necessary and performed is approximately 1,000 CY.



NOTES:
1. FOR REFERENCE NOTES AND DIKE CONSTRUCTION NOTES, SEE SH. REF. NO. C-2.

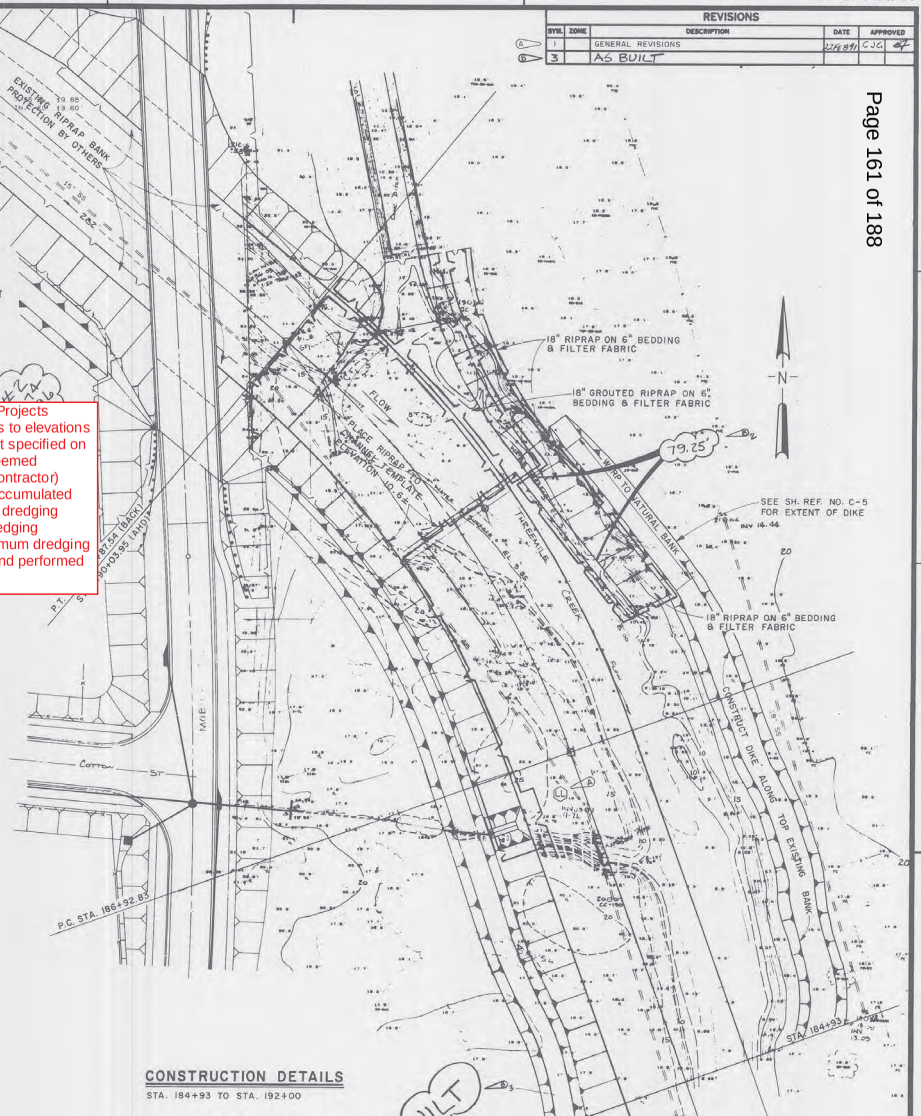
VERTICAL SCALE 1" = 5'
5' 0 5 10 FT.

HORIZONTAL SCALE 1" = 100'
100' 0 100 200 FT.

[9] DENOTES TRIBUTARY STRUCTURE SEE SHEET C-16

(5) DENOTES OVERBANK DRAINAGE STRUCTURE SEE SHEET C-15

(E) DENOTES STORM DRAINAGE STRUCTURE SEE SHEET C-17

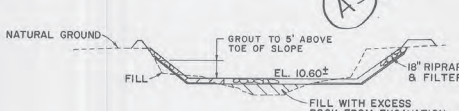


CONSTRUCTION DETAILS

STA. 184+93 TO STA. 192+00

SCALE 1" = 30'
30' 0 30 60 FT.

AS BUILT



SECTION AT STA. 189+13

(LOOKING DOWNSTREAM)

VERTICAL SCALE 1" = 15'
15' 0 15 30 FT.

HORIZONTAL SCALE 1" = 30'
30' 0 30 60 FT.

SAM-2021-00187-JCC
Three Mile Creek Restoration
Addtional Information (01/27/2022)

U.S. ARMY ENGINEER DISTRICT, MOBILE CORPS OF ENGINEERS

CONTRACT IV - CHANNEL IMPROVEMENT PROJECT
THREEMILE CREEK MOBILE, ALABAMA
PLAN - PROFILE
STATION: 50+05.34 TO 35+00

SH. REF. NO.	SPEC. NO.	SIZE	FILE NO.
C-11	DACW01-91-B-0036		D-13-4-403
SCALE: AS NOTED	DATE: JAN 1991	SHEET	DRAWING NO. 88/11

AMENDMENT NO. 0002

1 G-102 ENLARGED PLAN
SCALE: 1"=40'

LEGEND

- PARCEL BOUNDARIES
- OVERHEAD ELECTRICAL LINES
- UNDERGROUND GAS MAIN
- UNDERGROUND FORCE MAIN
- UNDERGROUND SANITARY SEWER
- UNDERGROUND WATER MAIN
- CONTRACTOR STAGING AREA/ MATERIAL TRANSFER AREA
- CONTRACTOR HAUL ROUTE

NOTE

1. CONTRACTOR MUST COORDINATE WITH THE DEPUTY DIRECTOR OF URBAN FORESTRY PRIOR TO REMOVAL OR PRUNING OF ANY TREES FOR EQUIPMENT ACCESS.

N

40' 0' 40' 80'
SCALE: 1"=40'

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

ENLARGED PLAN - MATERIAL TRANSFER AREAS

Designed by: CG
Drawn by: CG
Checked by: GS
Reviewed by: -
Submitted by: GERALD SONGY
Date: 2021-09-30
Mott's Project No. 18456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (D SHEET)
Rev: -

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-2006

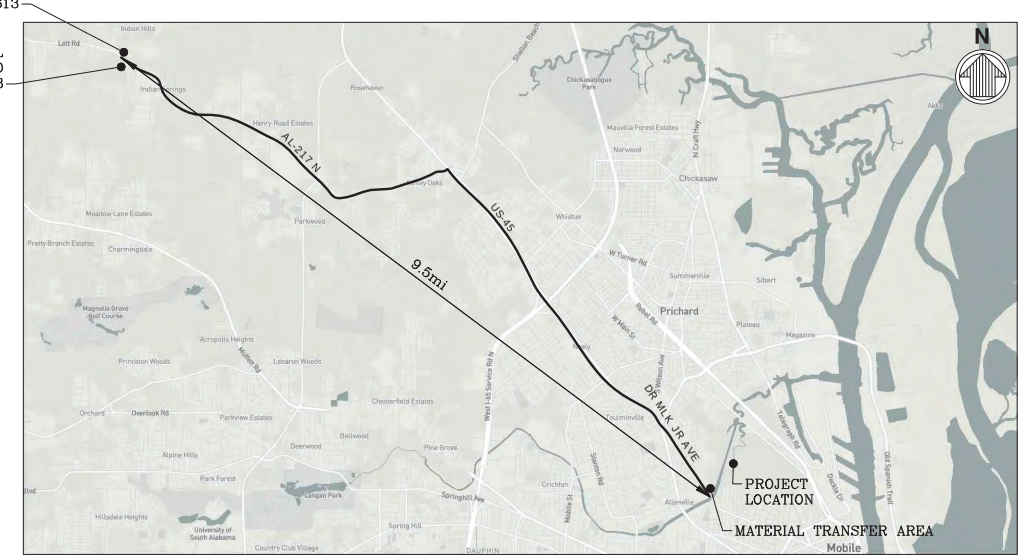
SEAL

Sheet Reference No.
G-102
INDEX: 4 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

BROWNLEE DIRT PITT
4460 LOTT RD
EIGHT MILE, AL 36613

LOTT ROAD LANDFILL
4429 W LOTT RD
EIGHT MILE, AL 36613



MATERIAL DISPOSAL SITES 1 & 2
SCALE: NTS

ESFELLER CORPORATION LANDFILL
8230 PADGETT SWITCH RD
IRVINGTON, AL 36544

MATERIAL DISPOSAL SITE 3
SCALE: NTS

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

THREE MILE CREEK HYDRAULIC RESTORATION

MATERIAL DISPOSAL SITES

Date: 2021-09-30
Mott's Project No. 19456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)
Designed by: CG
Drawn by: CG
Coded by: GS
Reviewed by: -
Submitted by: GERALD SONGY MOFFATT & NICHOL

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
G-103
INDEX: 5 OF 9

LEGEND

- PARCEL BOUNDARIES
- CONTRACTOR STAGING AREA/ MATERIAL TRANSFER AREA
- CONTRACTOR HAUL ROUTE
- SF — SILT FENCE (SEE ALDOT SPECIAL DRAWING NO. ESC-200-4)
- TB — TURBIDITY BARRIER/FLOATING BASIN BOOM (SEE ALDOT SPECIAL DRAWING NO. ESC-501)
- STABILIZED CONSTRUCTION ENTRANCE (SEE ALDOT SPECIAL DRAWING NO. ESC-502)
- UNDERGROUND GAS MAIN
- OVERHEAD ELECTRICAL LINES

NOTES

1. CONTRACTOR MUST COORDINATE WITH THE DEPUTY DIRECTOR OF URBAN FORESTRY PRIOR TO REMOVAL OR PRUNING OF ANY TREES FOR EQUIPMENT ACCESS.
2. CONTRACTOR TO DETERMINE DEWATERING AND MATERIAL HANDLING MEANS AND METHODS WITHIN THE MATERIAL TRANSFER AREA IN ACCORDANCE WITH ALDOT SPECIFICATIONS AND STANDARD DRAWINGS. SEE ALDOT SPECIAL DRAWINGS ESC-200-4 AND ESC-507 FOR MORE DETAILS.
3. CONTRACTOR TO COORDINATE WITH MOBILE HOUSING BOARD FOR SITE ACCESS. EXISTING FENCE SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION PRIOR TO DEMOBILIZATION.
4. THE CONTRACTOR SHALL PROPERLY IMPLEMENT & REGULARLY MAINTAIN THE CONTROLS, PRACTICES, AND MEASURES SPECIFIED IN THE CBMPP.

N

40' 0' 40' 80'

SCALE: 1"=40'

90% DESIGN
ISSUED: 2021-12-20
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

TEMPORARY EROSION & SEDIMENT CONTROL - ENLARGED PLAN 1 OF 2

Rev.	Mark	Description	Date	Appr.

Designed by: GS
Drawn by: GS
Checked by: MBS
Reviewed by: JH
Submitted by: GERALD SONGY MCPHATTER NICHOL
Date: 2021-12-20
Mott's Project No. 164564-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)

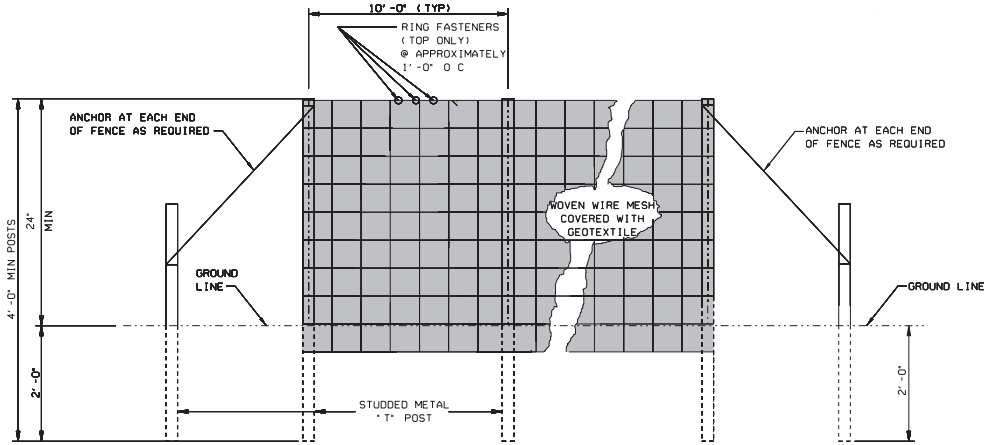
11 N. WATER ST.
SUITE 22220
MOBILE, AL 36602
(251) 378-2006

SEAL

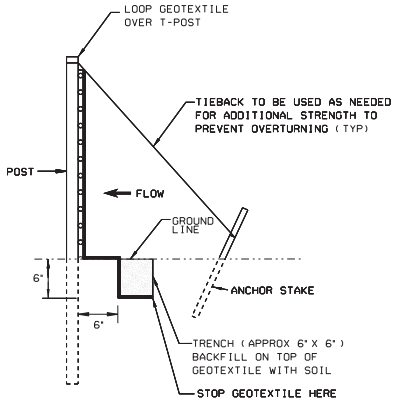
Sheet Reference No.
C-401
INDEX: 18 OF 22

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

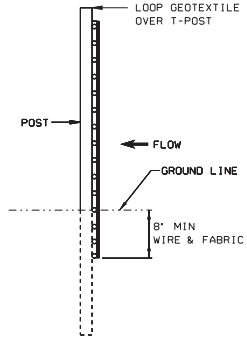
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO



ELEVATION VIEW

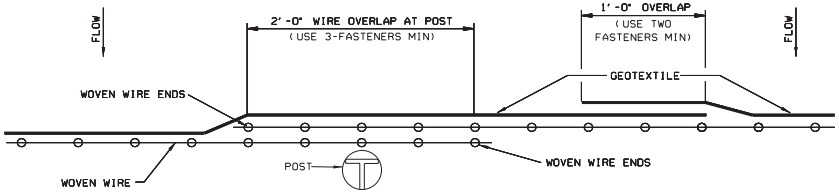


METHOD I



METHOD II
MECHANICAL INSTALLATION

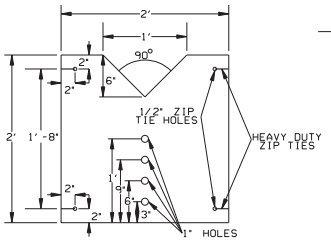
SIDE VIEW



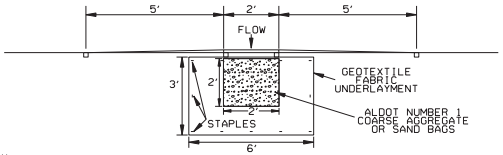
PLAN VIEW

REQUIRED LAPPING

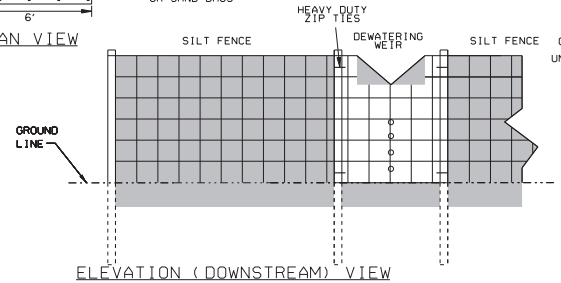
NOTES:
1. METHOD II FENCE INSTALLATION ALSO TO INCLUDE ANCHORS AND TIEBACKS AS REQUIRED.
2. SILT FENCE SHALL BE USED IN AREAS WHERE FLOW IS LOW TO MODERATE OR AS DIRECTED BY THE ENGINEER.
3. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED DOWN GRADE OF ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
4. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR ADDITIONAL BEST MANAGEMENT PRACTICES SUCH AS VEGATATED BUFFERS.
5. WHEREVER POSSIBLE SILT FENCES SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATE SEDIMENTATION.
6. FOR AREAS OF CONCENTRATED IMPOUNDMENT, T-POST SPACING SHOULD BE REDUCED TO 5 FT WITH THE INCORPORATION OF A DEWATERING WEIR.
7. THE CONTRACTOR MAY ELECT TO USE EITHER INSTALLATION METHOD I OR METHOD II.
8. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
9. SEE ALDOT LIST 11-3 FOR APPROVED SILT FENCE GEOTEXTILES.
10. THE DEWATERING WEIR AND ALL ASSOCIATED ITEMS AND LABOR SHALL BE A SUBSIDIARY OBLIGATION OF THE SILT FENCE.



WEIR DETAIL
CONSTRUCTED OF 3/4" PLYWOOD

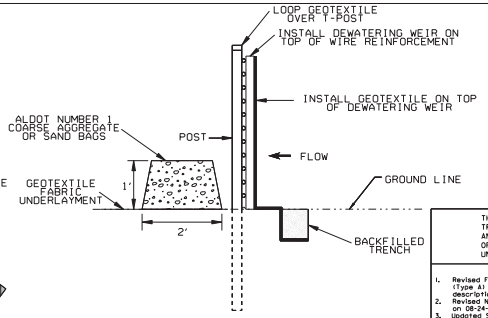


PLAN VIEW



ELEVATION (DOWNSTREAM) VIEW

DEWATERING WEIR



SIDE VIEW

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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REVISIONS
1. Revised Fence height and deleted (Type A) from the Silt Fence description on 07-12-07 by WWA.
2. Revised Notes 2, 3, 4, 6 and added 8 on 08-24-11 by JFT.
3. Updated Special Drawing No. from ESC-200 (SHEET 4 OF 5) to ESC-200-4 on 10-31-16 by JFT AND JWM.
4. Revised Elevation View and Method I view. Added new Note 6 and renumbered rest accordingly. Added dewatering weir and installation details on 9-2-2020 by DJW.

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING

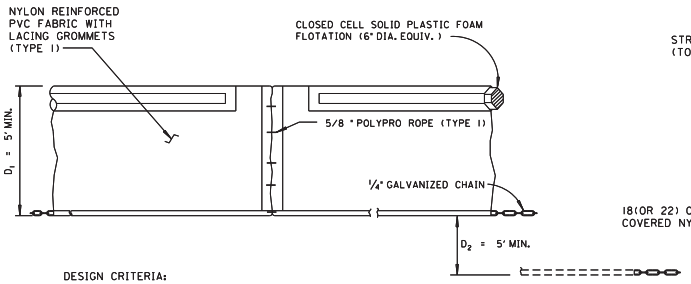
DETAILS OF SILT FENCE INSTALLATION

Bureau Std Engr: D.J.W.
DRAWN BY: _____ DATE DRAWN: 2006

SPECIAL DRAWING NO: ESC-200-4
INDEX NO: 66508

NOT TO SCALE

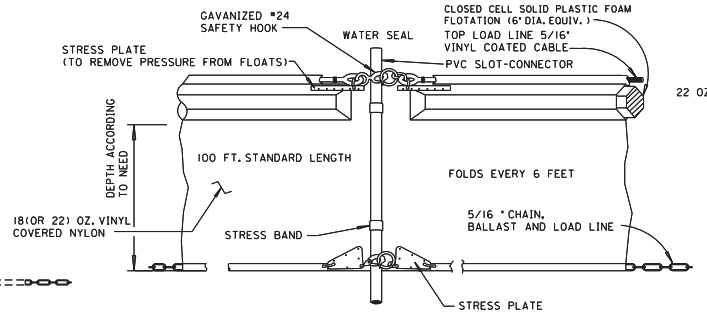
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO



DESIGN CRITERIA:
TYPE I CONFIGURATION SHOULD BE USED IN PROTECTED AREAS WHERE THERE IS NO CURRENT AND THE AREA IS SHELTERED FROM WIND AND WAVES.

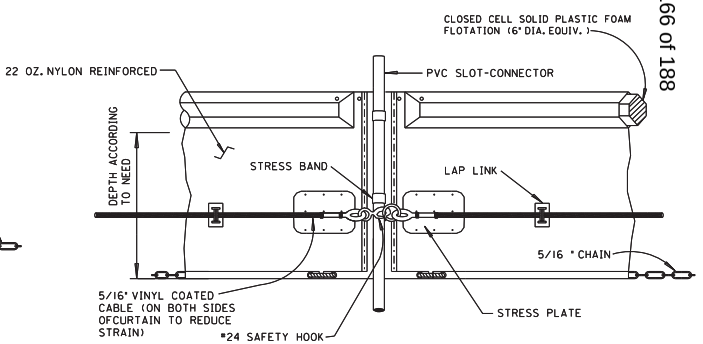
D_1 = (SINGLE PANEL FOR DEPTHS 5' OR LESS).
D_2 = (ADDITIONAL PANEL FOR DEPTHS > 5').
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO(2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

TYPE 1



TYPE 2 CONFIGURATION SHOULD BE USED IN PROTECTED AREAS WHERE THERE MAY BE SMALL TO MODERATE CURRENT RUNNING (≤ 3.5' PER SECOND) AND/OR WIND AND WAVE ACTION CAN AFFECT THE CURTAIN.

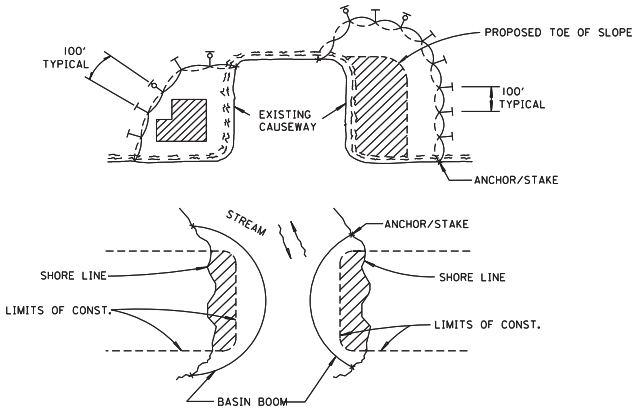
TYPE 2



TYPE 3 CONFIGURATION SHOULD BE USED IN AREAS WHERE CONSIDERABLE CURRENT (≤ 5' PER SECOND) MAY BE PRESENT, WHERE TIDAL ACTION MAY BE PRESENT, AND/OR WHERE THE CURTAIN IS POTENTIALLY SUBJECT TO WIND AND WAVE ACTION.

TYPE 3

TYPICAL FLOATING BASIN BOOM INSTALLATION



LEGEND

- DREDGE, FILL OR WORK AREA
- MOORING BOUY W/ ANCHOR
- ANCHOR

NOTES:
1. THE CONTRACTOR IS RESPONSIBLE FOR SELECTION OF THE APPROPRIATE TYPE OF FLOATING BASIN BOOM AND INSTALLATION METHODS BASED ON WATER BODY CONDITIONS.
2. FLOATING BASIN BOOMS ARE TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS DIRECTIONS.
3. FLOATING BASIN BOOMS CAN BE STAKED AND/OR ANCHORED IN STILL OR MOVING WATERS.
4. FLOATING BASIN BOOMS ARE INTENDED TO PREVENT SEDIMENT MIGRATION WITHIN THE WATER BODY. THEY ARE NOT INTENDED TO BE INSTALLED AS THE PRIMARY SEDIMENT CONTROL METHOD, OR TO CAPTURE SEDIMENT FROM UPLAND AREAS AS A PRIMARY FUNCTION. OTHER UPLAND EROSION AND SEDIMENT CONTROL MEASURES SHOULD BE INCORPORATED AS PROVIDED IN THE PLANS AND STANDARD DRAWINGS.
5. FLOATING BASIN BOOM SHOWN MAY BE SIMILAR TO PROPRIETARY DESIGNS. FUNCTIONALLY EQUIVALENT DESIGNS MEETING CONTRACT REQUIREMENTS MAY ALSO BE USED.

FLOATING BASIN BOOM APPLICATIONS

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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REVISIONS

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING

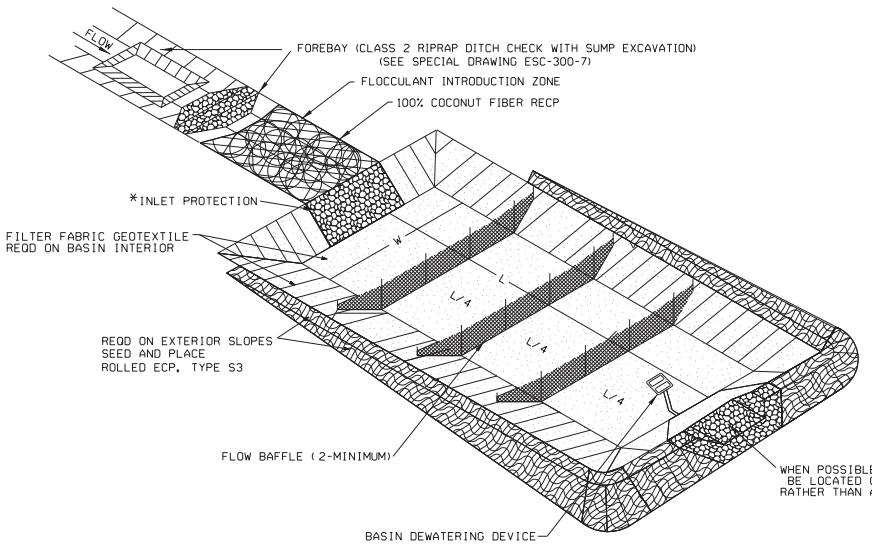
FLOATING BASIN BOOM

Bureau Std Engr: D.J.W.
DRAWN BY: _____ DATE DRAWN: 2006

SPECIAL DRAWING NO: ESC-501
INDEX NO: 66529

NOT TO SCALE

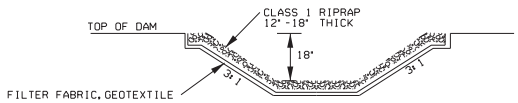
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO



PERSPECTIVE VIEW

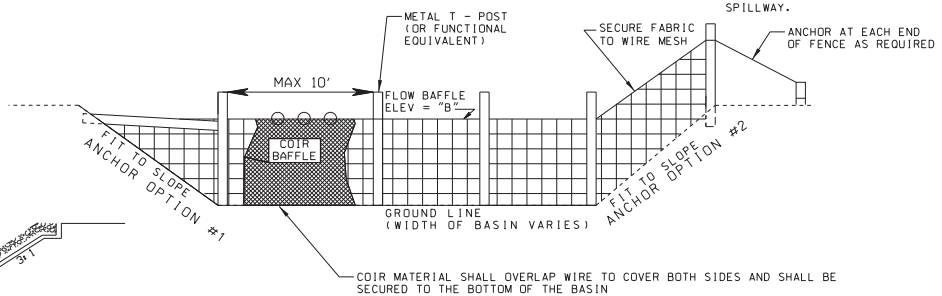
NOTES :

1. INLET AND SPILLWAY LOCATIONS TO BE ADJUSTED TO FIT EXISTING SITE CONTOURS. (BASIN IS NOT NECESSARILY RECTANGULAR SHAPED)
2. BAFFLES SHALL BE CONSTRUCTED OF 100% COCONUT (COIR) FIBER MATERIAL SUPPORTED BETWEEN POSTS WITH WIRE MESH BACKING AS SHOWN BELOW. ROWS SHALL BE EVENLY SPACED THROUGH THE BASIN.
3. THE FLOCCULANT INTRODUCTION ZONE AND BASIN ENTRY SHALL BE TOPPED WITH 100% COCONUT (COIR) FIBER MATERIAL RECP THAT EXTENDS TO THE TOE OF THE SLOPE. MATERIAL PROPERTIES SHALL MEET THE SAME REQIREMENTS AS GIVEN FOR FLOW BAFFLES.
4. FLOCCULANT SHALL BE PLACED AT THE INLET END OF THE BASIN IN THE FLOCCULANT INTRODUCTION ZONE. FLOCCULANT CONDITION SHALL BE MONITORED AND SHALL BE REPLACED WHEN IT NO LONGER APPEARS TO BE EFFECTIVE.
5. DO NOT CONSTRUCT TEMPORARY SEDIMENTATION BASIN IN FLOODWAY.
6. TEMPORARY SEDIMENT BASINS SHALL BE CONSTRUCTED UTILIZING EXISTING GROUND SURFACE WHERE POSSIBLE TO MINIMIZED DISTURBANCE.

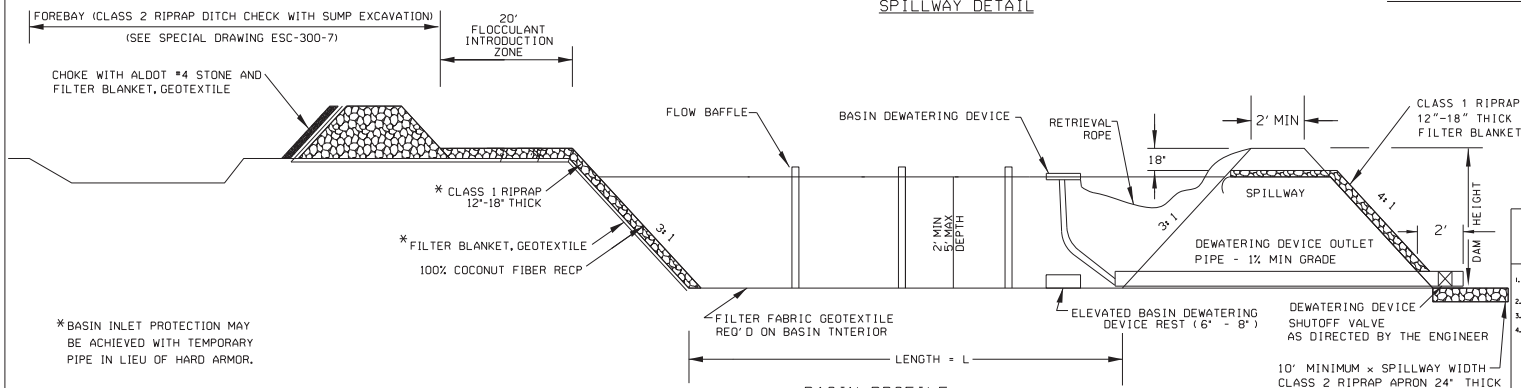


SPILLWAY DETAIL

NOTE: ELEV "B" (COIR BAFFLE ELEVATION) SHOULD NOT BE BELOW THE CREST ELEVATION OF THE AUXILIARY SPILLWAY.



FLOW BAFFLE DETAIL



*BASIN INLET PROTECTION MAY BE ACHIEVED WITH TEMPORARY PIPE IN LIEU OF HARD ARMOR.

BASIN PROFILE
ALONG THE CENTERLINE

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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REVISIONS

1. Changed hatching to show change in material and revised text in "PERSPECTIVE VIEW" on 09-24-12 by JFT.
2. Revised "FLOW BAFFLE DETAIL" on 10-24-14 by JFT.
3. Correct sheet reference "ESC-300, sheet 7 of 8" to "ESC-300-7" on 12-06-16 by LVS.
4. Added coconut fiber callouts. Added new Note 3 and renumbered others accordingly on 8-20-2020 by DJW.

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING

TEMPORARY SEDIMENTATION BASIN

Bureau Std Engr: D.J.W.
DRAWN BY: _____ DATE DRAWN: 01-15-09

SPECIAL DRAWING NO: ESC-507

INDEX NO: 66548

NOT TO SCALE

US Army Corps of Engineers

This notice of authorization must be conspicuously displayed at the site of work.

A permit to perform work authorized by statutes and regulations of the Department of the Army at

USACE Bypass Channel near Bizzel Street, Patton Avenue, and Belsaw Avenue, at Latitude 30.706731° North, Longitude -88.068633° West, in Mobile, Mobile County, Alabama

has been issued to City of Mobile **on** February 2, 2022

Address of Permittee: 205 Government Street, Mobile, Alabama 36602

PERMIT NUMBER

SAM-2021-00187-JCC

Digitally signed by Jessica Crochet Comeaux
Date: 2022.02.02 16:29:48 -06'00'

Jessica Comeaux, Project Manager

South Alabama Branch, Regulatory Division

For the **District Commander**

ENG FORM 4336, Jul 81 (33 CFR 320-330) EDITION OF JUL 70 MAY BE USED

Proponent: CECW-O

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK OR EVENTS in ALABAMA

The project manager shall comply with the following conditions intended to protect manatees from direct project effects:

a. Instruct all personnel associated with the project/event about the potential presence of manatees and the need to avoid collisions with manatees. Advise all personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and Alabama Nongame Species Regulation.

b. Operate all vessels associated with the project/event at "no wake/idle" speeds at all times while in the project/event area, and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom when possible. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project/event personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shut down if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with and/or injury to a manatee shall be reported immediately to the Dauphin Island Sea Lab's Manatee Sighting Network (1-866-493-5803) and the U.S. Fish and Wildlife Service in Daphne, Alabama, at (251) 441-5839 or (251) 441-5181 and emailed to: Alabama@fws.gov. Please report nonemergency manatee observations to the numbers above or online at: http://manatee.disl.org/.

f. Temporary signs using text exactly as below shall be posted prior to and during all in-water project or event activities. Signs shall be at least 8½" by 11" explaining the requirements for the "Idle/No Wake" and the shut down of in-water operations. Signs must be posted in locations prominently visible to all personnel engaged in water-related activities and placed visible to each vessel operator. All signs are to be removed by project manager upon completion of the project or event. Questions concerning these signs can be forwarded to the email address listed above. An example is enclosed and can be copied and used during construction/event activities.

Revised Jan 2015

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, MOBILE DISTRICT
P.O. BOX 2288
MOBILE, ALABAMA 36628-0001

DEPARTMENT OF THE ARMY PERMIT

ALGP-03 –DREDGING
SAM-2021-00491-DCH

REGIONAL GENERAL PERMIT FOR WORK WITHIN THE STATE OF ALABAMA

PERMIT DESCRIPTION:

This permit authorizes dredging of new open water channels and maintenance dredging of previously authorized and dredged areas, for the purpose of navigation. This permit also authorizes minor shallow dredging of offshore areas to supply clean sand fill material for living shoreline or shoreline protection projects.

PERMIT AUTHORITY: Section 10

PRE-CONSTRUCTION NOTIFICATION: PCN is required for all activities authorized under this permit

SPECIAL CONDITIONS:

SP-1 This permit does not authorize dredging or the placement of dredged material in wetlands, submerged aquatic vegetation (SAV), submersed grassbeds, or natural shellfish beds. This condition may be waived by the Mobile District for dredging of invasive or noxious vegetation in man-made waterbodies or if the material is utilized as fill for an authorized living shoreline or shoreline protection project.

SP-2 When SAV, submersed grassbeds, wetlands, or natural shellfish beds are present near any proposed project, those resources must be surveyed and clearly marked with small diameter PVC pipe (or other pre-approved marking techniques) by the applicant or a representative prior to permit authorization. Marked boundaries must include a 10-foot buffer, and shall remain in place until all dredging activities are completed.

SP-3 A minimum buffer distance of 10 feet must be maintained between the limits of dredging and any wetlands, SAV, submersed grassbeds or natural shellfish beds. Use of a turbidity/sediment curtain is required for any dredging activities abutting the 10-foot buffer. This condition may be waived by the Mobile District for projects where existing shoreline protection such as a bulkhead or riprap is located between the dredging activity and in-shore wetlands.

SP-4 Dredged material must be placed in an approved upland area and properly contained to prevent any material re-entering the waterway or entering any other waters of the United States, including wetlands (treated return water discharging from approved upland treatment areas is authorized under *Nationwide Permit 16 - Return Water from Upland Contained Disposal Areas*). However, dredged material may be utilized as fill in waters of the United States if specifically authorized by a separate Department of the Army permit.

SP-5 Dredged material de-watering areas must be designed such that return water discharge will not erode down-gradient soils and cause deposition of sediment into waters of the Unites States, including

wetlands. Applications for projects with dredged material containment areas must include design plans which adequately demonstrate return water discharge will be treated to dissipate discharge energy and protect areas receiving the discharges.

SP-6 Pre-dredging and post-dredging hydrographic surveys and/or surveys for submerged aquatic vegetation (SAV), submersed grassbeds or natural shellfish beds may be required if deemed necessary by the Mobile District.

SP-7 The dredged area must not interfere with the lateral movement of sediments such that shorelines located adjacent to the project are negatively impacted (i.e. sediment starved). The applicant may be required to submit a study by a qualified professional engineer which demonstrates dredged areas will not cause adjacent shorelines to erode by intercepting and/or interrupting the natural migration of sediment along the shoreline.

CONDITIONS SPECIFIC TO NEW CHANNEL DREDGING:

SP-8 New channel dredging must be located in an existing open water area and must result in an open water navigable channel.

SP-9 New channel dredging must be a single and complete project and is limited to the removal of no more than 1,000 cubic yards of material.

SP-10 The depth of the new channel dredging must not exceed -6 feet mean low water (MLW) in tidal areas or ordinary high water (OHW) in non-tidal areas, or the controlling navigational depth of the adjacent waters, whichever is less.

CONDITIONS SPECIFIC TO MAINTENANCE DREDGING:

SP-11 Maintenance dredging must be associated with navigation and must be located either within an existing boat slip and/or existing navigation channel.

SP-12 Maintenance dredging must be a single and complete project, and shall be limited to the removal of no more than 500 cubic yards of material.

SP-13 Maintenance dredging is limited to previously authorized dimensions and must not exceed the controlling navigational depth of the adjacent waters. The depth of any new maintenance dredging in areas not previously dredged must not exceed -6 feet MLW or OHW, or the controlling navigational depth of the adjacent waters, whichever is less.

CONDITIONS SPECIFIC TO DREDGING TO OBTAIN FILL FOR LIVING SHORELINES OR SHORELINE PROTECTION PROJECTS:

SP-14 The dredging activity must be directly associated with a living shoreline or shoreline protection project authorized by a separate Department of the Army permit.

SP-15 Dredging to obtain fill material for living shoreline or shoreline protection projects shall be limited to the removal of no more than 500 cubic yards of material.

SP-16 Dredging to obtain fill material for living shoreline or shoreline protection projects must be located in water depths of at least -3 feet MLW or OHW, in an existing open water area (not within a canal

or navigational channel), and may impact no more than 0.25 acre of waterbottom.

SP-17 The depth of the dredging used to obtain fill material for living shoreline or shoreline protection projects must not exceed -3 feet below the existing waterbottom.

SP-18 The applicant must demonstrate that material to be dredged to obtain fill material for living shoreline or shoreline protection projects will be the appropriate composition needed for the proposed project.

SP-19 Dredged material obtained for living shoreline or shoreline protection projects may not be utilized for the construction, repair, replacement, or rehabilitation of bulkheads or seawalls.

CONDITIONS SPECIFIC TO WEEKS BAY:

SP-20 This permit does not authorize any dredging activity, prop dredging, or any other similar bottom disturbance in waters of Weeks Bay. This condition does not apply to the minimum bottom disturbance which occurs during the installation of support or mooring pilings outside of wetland areas.

MOBILE DISTRICT
U. S. ARMY CORPS OF ENGINEERS

GENERAL CONDITIONS:

NOTE: The term "you" and its derivatives, means the permittee or any future transferee. The above-described structures and activities may be authorized under these General Permits subject to the following conditions:

GC-1 Verification of coverage under the Alabama General Permit program may not be issued for your project if you have been found by this office to be in noncompliance with any prior U.S. Army Corps of Engineers permit, or have been cited for unauthorized work, until the non-compliance or violation has been resolved.

GC-2 This permit does not authorize structures and activities that are found to be hazardous to navigation, and does not authorize the interference with any existing or proposed federal project. If future operations by the United States require the removal, relocation, or other alteration of the structure or work authorized by this permit, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

GC-3 The prospective permittee must submit a complete written pre-construction notification (PCN) with all required information, and must receive subsequent verification of permit authorization in writing from the Mobile District prior to proceeding with the activity authorized by this permit, unless otherwise excluded by the permit Special Conditions.

GC-4 Authorization under this permit does not obviate any obligation or responsibility for compliance with FEMA-approved state or local floodplain ordinances or floodplain management requirements. The permittee should contact the officials responsible for the local community's FEMA-approved floodplain requirements if the project verified for authorization under this permit includes the placement of fill or structures within any portion of the 100-Year Floodplain.

GC-5 For projects located in areas which may support submerged aquatic vegetation (SAV) or submersed grassbeds, an SAV survey may be required (recommended survey dates from June 1 through September 30).

GC-6 No activity is authorized under this permit which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under this permit which ‘‘may affect’’ a listed species or critical habitat, unless consultation pursuant to Section 7 of the ESA addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the permitted activity. Indirect effects are those effects on listed species and critical habitat that are caused by the permitted activity and are later in time, but still are reasonably certain to occur.

GC-7 No activity is authorized under this permit which has the potential to cause effects to any cultural resources or historic properties determined to be listed, or potentially eligible for listing, in the National Register of Historic Places (NRHP) until the requirements of Section 106 of the National Historic Preservation Act (NHPA) and 33 CFR part 325, Appendix C have been satisfied. In cases where the Mobile District has determined a proposed activity may adversely affect cultural resources

listed in or deemed eligible for listing in the NRHP, or considered significant to a federally-recognized American Indian Tribe, the activity must avoid or minimize impacts to such resources to the maximum extent practicable.

GC-8 If any previously unknown historic, archeological, or human remains are discovered while accomplishing an activity authorized by this permit, all work in the area of discovery must cease, and the Mobile District must be immediately notified of what has been found. The Mobile District will initiate the federal, state, and tribal coordination required to determine if the site warrants recovery efforts or if it is potentially eligible for listing in the NRHP.

GC-9 The permittee shall comply with all terms and conditions of the Alabama Department of Environmental Management 401 Water Quality Certification, dated August 4, 2021.

GC-10 The permittee shall comply with all terms and conditions of the Alabama Department of Environmental Management Coastal Zone Consistency determination, dated August 3, 2021.

GC-11 Verification of permit authorization will not be issued for activities located within state or National Wild and Scenic streams, rivers, or components thereof, or other areas provided special protection unless the administering agency concurs.

GC-12 The Mobile District must be notified of the commencement and completion of the authorized work.

GC-13 If an activity is verified for permit authorization, a “Notice of Authorization” card will be provided to the permittee along with a verification of permit authorization letter. The card must be posted at the site during construction of the permitted activity.

GC-14 It is the permittee’s responsibility to ensure that all contractors working on the permitted project are aware of all general and special conditions of the permit and the verification letter.

GC-15 Activities authorized under this permit must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows.

GC-16 The authorized activity must be maintained in good condition and in conformance with the terms and conditions of the permit and verification letter. You are not relieved of this requirement if you abandon the authorized activity.

GC-17 You must allow federal and state resource agency representatives to inspect the verified activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of the authorization.

GC-18 Pursuant to 33 U.S.C. 408, any activity that requires permission from the USACE that will alter or temporarily or permanently occupy or use a USACE federally authorized Civil Works project is not authorized by this permit unless the Mobile District first issues Section 408 permission to alter, occupy, or use the USACE project. The applicant may be required to submit additional information in order to complete the Section 408 review process. Section 408 permission must be issued for the activity prior to verification of authorization under this permit.

MOBILE DISTRICT
U. S. ARMY CORPS OF ENGINEERS

LANCE R. LEFLEUR
DIRECTOR

KAY IVEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ▪ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ▪ FAX (334) 271-7950

August 3, 2021

Craig J. Litteken, PMP
Chief, Regulatory Division
Mobile District
U. S. Army Corps of Engineers
P.O. Box 2288
Mobile, AL 36628-0001

AUG 0 9 2021

RE: U. S. Army Corps of Engineers 2021 Proposed Regional General Permits for Minor Structures and Activities within the State of Alabama (ALGP) Program
SPECIAL PUBLIC NOTICE NUMBERS:
SAM-2021-00490-DCH; ALGP-01 – Excavated Boat Slips
SAM-2021-00491-DCH; ALGP-03 – Dredging
SAM-2021-00492-DCH; ALGP-04 – Debris Removal
SAM-2021-00493-DCH; ALGP-05 – Piers and Pile-Supported Structures
SAM-2021-00494-DCH; ALGP-07 – Boat Ramps and Marine Ways
SAM-2021-00495-DCH; ALGP-11 – Shoreline and Bank Stabilization and Protection
SAM-2021-00496-DCH; ALGP-13 – Filling of Previously Dredged Areas
ADEM Tracking Code: ACAMP-2021-350-FC-FAA-COE

Dear Chief Litteken:

The listed ALGPs have been determined by the ADEM, based on their scope or nature, not to have a significant impact on coastal resources when implemented in accordance with the specific conditions prescribed herein. Therefore, and pursuant to ADEM Administrative Code 335-8-1-.03(4), these ALGPs are categorically certified to be consistent with the ACAMP.

SAM-2021-00490-DCH: ALGP-01 - Excavated Boat Slips

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-01 must not authorize any activities or structures on property or parcels fronting the Gulf of Mexico, Pelican Bay, or Weeks Bay.

CZM-2 ALGP-01 must not authorize new excavated boat slips unless it has been demonstrated that construction of piers, docks, and/or boat shelters, reaching navigational depth adequate for the proposed use, would create a navigation hazard for mariners.

CZM-3 The depth of any new boat slip is to be no greater than the controlling navigational depth of the receiving waters. The maximum length of excavation, measured from the shoreline to the interior extent, must not exceed 50 linear feet. The length of excavation, measured from the shoreline to the interior extent, must be no greater than twice the length of shoreline excavated.

CZM-4 ALGP-01 must not authorize ancillary structures which would have the effect of interfering with natural sediment transport along the shoreline or bank (i.e. wingwalls, groins, jetties, or other solid structures roughly perpendicular to the shore or bank).

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)

Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)

CZM-5 ALGP-01 must not authorize construction of new canals or expansions of existing canals for the purpose or effect of creating new waterfront property.

SAM-2021-00491-DCH: ALGP-03 - Dredging

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-03 must not authorize any dredging within areas fronting the Gulf of Mexico, Pelican Bay, or Weeks Bay.

CZM-2 ALGP-03 must not authorize new work channel dredging associated with the use and/or construction of new piers, docks, and/or boat shelters unless it has been demonstrated that construction of piers, docks, and/or boat shelters, reaching navigational depth adequate for the proposed use, would create a navigation hazard for mariners.

SAM-2021-00492-DCH; ALGP-04 – Debris Removal

No additional conditions.

SAM-2021-00493-DCH; ALGP-05 – Piers and Pile-Supported Structures

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-05 must not authorize any structures on property or parcels fronting the Gulf of Mexico or Pelican Bay.

CZM-2 ALGP-05 must not authorize any structures in areas colonized with natural shellfish beds without prior authorization from the Alabama Department of Conservation and Natural Resources – Marine Resources Division (ADCNR-MRD).

CZM-3 ALGP-05 must not authorize the following activities: (a) structures for the permanent mooring of houseboats, (b) fueling facilities, (c) toilets or activities that produce "gray water," (d) habitable structures (defined by the ADEM as "any structure which, by virtue of its design, size or appurtenances, is suitable for occupation as a residence on a temporary or permanent basis, or any similar structure used for commercial purposes"), (e) new marinas, or (f) the expansion of an existing marina beyond the existing authorized footprint.

CZM-4 ALGP-05 must not authorize platforms, decks, "T"s, "L"s, boat berthing areas, gazebos, or other similar structures to be located anywhere except at the waterward end of the access pier; and must not authorize platforms, decks, "T"s, "L"s, boat berthing areas, gazebos, or other similar structures to be located over wetlands, submersed vegetation, or submersed grassbeds.

SAM-2021-00494-DCH; ALGP-07 – Boat Ramps and Marine Ways

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-07 must not authorize any activities or structures on property or parcels fronting the waters of the Gulf of Mexico, Pelican Bay, or Weeks Bay.

CZM-2 All stormwater runoff from boat ramp approaches and parking areas must be directed away from the boat ramp. Site plans for proposed boat ramps must feature design elements which will accomplish this diversion.

SAM-2021-00495-DCH; ALGP-11 – Shoreline and Bank Stabilization and Protection

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE

MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-11 must not authorize any activities or structures on property or parcels fronting the waters of the Gulf of Mexico, Pelican Bay, Weeks Bay, or the man-made canals on Ono Island.

CZM-2 ALGP-11 must only authorize structures, materials, or bank dressings when it has been determined by the Army Corps of Engineers that no feasible non-structural alternatives are available including, but not limited to, preservation & restoration of dunes, beaches, wetlands, submersed grassbeds, shoreline restoration & nourishment, retreat, or abandonment. Applicant preference and/or aesthetics must not be construed as a valid justification for not implementing non-structural alternatives wherever feasible.

SAM-2021-00496-DCH; ALGP-13 – Filling of Previously Dredged Areas

No additional conditions.

Call, write, or email the Mobile-Coastal office anytime with questions. Always include the ADEM tracking code above when corresponding on this matter. The ADEM contact for this and other coastal zone management issues is J. Scott Brown. He may be reached by telephone at 251. 304.1176 or via e-mail (jsb@adem.alabama.gov).

Sincerely,

A. Scott Hughes, Chief
Field Operations Division

cc: ADCNR-SLD (DCNR.Coastal@dcnr.alabama.gov)
USACE | Mobile District, S. Brad Crosson - (steven.b.crosson@usace.army.mil)

LANCE R. LEFLEUR
DIRECTOR

KAY IVEY
GOVERNOR

Alabama Department of Environmental Management
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Montgomery, Alabama 36130-1463
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August 4, 2021

Colonel Sebastien P. Joly
Commander, Mobile District
U.S. Army Corps of Engineers
P.O. Box 2288
Mobile, AL 36628-0001

RE: Clean Water Act (CWA) Section 401 Water Quality Certification (WQC), U.S. Army Corps of Engineers (COE) 2021 Proposed Issuance of Alabama General Permits (ALGPs) For Activities Within the State of Alabama

Dear Colonel Joly:

This office has completed a review of the above-referenced notice and all associated materials submitted related to the proposed ALGPs. Any comments made during the public notice period have also been forwarded to the Department for review.

ALGP-01	Excavated Boat Slips
ALGP-03	Dredging
ALGP-04	Debris Removal
ALGP-05	Piers and Pile-Supported Structures
ALGP-07	Boat Ramps and Marine Ways
ALGP-11	Shoreline and Bank Stabilization and Protection
ALGP-13	Filling of Previously Dredged Areas

Because action pertinent to WQC is required by Section 401(a)(1) of the CWA, 33 U.S.C. Section 1251, et seq., we hereby issue certification that there is reasonable assurance that the discharge resulting from the proposed activities as submitted will not violate applicable water quality standards established under Section 303 of the CWA and Title 22, Section 22-22-9(g), Code of Alabama, 1975, provided the applicant acts in accordance with the following conditions as specified. We further certify that there are no applicable effluent limitations under Sections 301 and 302 nor applicable standards under Sections 306 and 307 of the CWA in regard to the activities specified. This certification shall expire at the same time as the expiration date for the above-referenced Alabama Nationwide Permits for activities within the State of Alabama.

To minimize adverse impacts to State waters, by copy of this letter we are requesting the Mobile District Corps of Engineers to incorporate the following as special conditions as appropriate to the type, location, scope, duration, and potential impact of each activity in Alabama authorized by the COE ALGPs:

1. During project implementation, the applicant shall ensure compliance with applicable requirements of ADEM. Admin. Code Chapter 335-6-6 [National Pollutant Discharge Elimination System (NPDES)], Chapter 335-6-10 (Water Quality Criteria), and Chapter 335-6-11 (Water Use Classifications for Interstate and Intrastate Waters).

2. ADEM permit coverage may be required prior to commencing and/or continuing certain activities/operations relating to or resulting from the project. If an applicant has any questions regarding ADEM regulated activity or the need for NPDES permit coverage, the applicant can contact ADEM's Water Division at (334) 271-7823. If an applicant has any questions regarding

ADEM regulated activity or the need for air permit coverage, the applicant can contact ADEM's Air Division at (334) 271-7869. If the applicant has any questions regarding ADEM regulated activity or the need for hazardous, toxic, and/or solid waste permit coverage, the applicant can contact ADEM's Land Division at (334) 271-7730.

3. Upon the loss or failure of any treatment facility, Best Management Practice (BMP), or other control, the applicant shall, where necessary to maintain compliance with this certification, suspend, cease, reduce or otherwise control work/activity and all discharges until effective treatment is restored. It shall not be a defense for the applicant in a compliance action that it would have been necessary to halt or reduce work or other activities in order to maintain compliance with the conditions of this certification.

4. The applicant shall retain records adequate to document activities authorized by this certification for a period of at least three years after completion of work/activity authorized by the certification. Upon written request, the applicant shall provide ADEM with a copy of any record/information required to be retained by this paragraph.

5. The applicant shall conduct or have conducted, at a minimum, weekly comprehensive site inspections until completion of the proposed activity to ensure that effective BMPs are properly designed, implemented, and regularly maintained (i.e., repair, replace, add to, improve, implement more effective practice, etc.) to prevent/minimize to the maximum extent practicable discharges of pollutants in order to provide for the protection of water quality.

6. The applicant shall implement a project-specific or a detailed general BMP Plan prepared by an ADEM recognized qualified credentialed professional (QCP) applicable to and commensurate with activities of the type proposed. Effective BMPs shall be implemented and continually maintained for the prevention and control of turbidity, sediment, and other sources of pollutants, including measures to ensure permanent revegetation or cover of all disturbed areas, during and after project implementation.

7. The applicant shall implement a Spill Prevention Control and Countermeasures (SPCC) Plan for all temporary and permanent onsite fuel or chemical storage tanks or facilities consistent with the requirements of ADEM Admin. Code R. 335-6-6-.12(r), Section 311 of the Federal Water Pollution Control Act, and 40 CFR Part 112. The applicant shall maintain onsite or have readily available sufficient oil & grease absorbing material and flotation booms to contain and clean-up fuel or chemical spills and leaks. The applicant shall immediately notify ADEM after becoming aware of a significant visible oil sheen in the vicinity of the proposed activity. In the event of a spill with the potential to impact groundwater or other waters of the State, the applicant should immediately call the National Response Center at 1-800-424-8802 and the Alabama Emergency Management Agency at 1-800-843-0699. The caller should be prepared to report the name, address and telephone number of person reporting spill, the exact location of the spill, the company name and location, the material spilled, the estimated quantity, the source of spill, the cause of the spill, the nearest downstream water with the potential to receive the spill, and the actions taken for containment and cleanup.

8. Additional, effective BMPs shall be fully implemented and maintained on a daily basis as needed to prevent to the maximum extent possible potential discharges of pollutants from activities authorized by this certification, directly to or to a tributary or other stream segment, that have the potential to impact a State water currently considered impaired [waterbody is identified on the Alabama 303(d)

list, a total maximum daily load (TMDL) has been finalized for the waterbody, and/or the waterbody is otherwise considered a Tier 1 water pursuant to ADEM Admin. Code Ch. 335-6-10]. The applicant shall inspect all BMPs as often as is necessary (daily if needed) for effectiveness, need for maintenance, and the need to implement additional, effective BMPs. Additional effective BMPs shall immediately be implemented as needed to ensure full compliance with ADEM requirements and the protection of water quality in the impaired waterbody.

9. All construction and worker debris (e.g., trash, garbage, etc.) must be immediately removed and disposed in an approved manner. If acceptable offsite options are unavailable, effective onsite provisions for collection and control of onsite worker toilet wastes or gray waste waters (i.e., port-o-let, shower washdown, etc.) must be implemented and maintained. Soil contaminated by paint or chemical spills, oil spills, etc. must be immediately cleaned up or be removed and disposed in an approved manner. Also, the applicant shall manage and dispose of any trash, debris, and solid waste according to applicable state and federal requirements.

10. All materials used as fill, or materials used for construction of structures in a waterbody, must be non-toxic, non-leaching, non-acid forming, and free of solid waste or other debris. This requirement does not preclude the use of construction materials authorized by the COE that are typically utilized in marine or other aquatic applications.

11. The applicant shall implement appropriate measures to minimize the potential for a decrease of instream dissolved oxygen concentrations as a result of project implementation. In addition, the applicant shall ensure that the activities authorized by this certification do not significantly contribute to or cause a violation of applicable water quality standards for instream dissolved oxygen.

12. The applicant shall implement appropriate, effective BMPs, including installation of floating turbidity screens as necessary, to minimize downstream turbidity to the maximum extent practicable. The applicant shall visually monitor or measure background turbidity. The applicant must suspend operations should turbidity resulting from project implementation exceed background turbidity by more than 50 NTUs. Operations may resume when the turbidity decreases to within acceptable levels.

13. The applicant shall evaluate, characterize, and as necessary, conduct regular analysis of any material proposed to be dredged/removed/disturbed in order to ensure that potential pollutants are not present in concentrations that could cause or contribute to a violation of applicable water quality standards. Information regarding the evaluation, characterization, or detailed results of any analyses shall be made available to ADEM upon request.

14. If upland disposal areas are utilized, the applicant shall be responsible for the condition of the disposal area, including the structural integrity of any embankments, until the disposal area is permanently reclaimed or adequately stabilized, to ensure that sediment and/or turbidity in the return water and/or stormwater runoff will not cause substantial visible contrast with the receiving waters, or result in an increase of 50 NTUs above background turbidity levels in the receiving waters.

15. For proposed activities associated with new or updated docks, marinas, multiple boat slips, floating docks, large or multiple piers, etc. or that increase the number of berthing areas, the applicant shall ensure that these facilities are equipped with appurtenances (i.e., trash receptacles, receptacles for fish offal and carcasses, SPCC for fueling facilities, and a sewage pump out system where appropriate) as needed to protect water quality.

16. The applicant is encouraged to consider additional pollution prevention practices, low impact development (LID), and other alternatives to assist in complying with applicable regulatory requirements and possible reduction/elimination of pollutant discharges. LID is an approach to land development or re-development that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product. There are many practices that have been used to implement these sustainable ideas such as bio-retention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements. By implementing LID principles and practices, water can be managed in a way that reduces the impact of built areas and promotes the natural movement of water within an ecosystem or watershed.

17. The applicant is encouraged to consider and implement a site design plan/strategy for post-construction hydrology to mimic pre-construction hydrology to the extent feasible, and for post-construction stormwater runoff peak flows and total stormwater volume to minimize potential downstream channel and stream bank erosion.

18. In recognition that projects are site specific in nature and conditions can change during project implementation, ADEM reserves the right to require the submission of additional information or require additional management measures to be implemented, as necessary on a case-by-case basis, in order to ensure the protection of water quality. Liability and responsibility for compliance with this certification are not delegable by contract or otherwise. The applicant shall ensure that any agent, contractor, subcontractor, or other person employed by, under contract, or paid a salary by the applicant complies with this certification. Any violations resulting from the actions of such person may be considered violations of this certification.

19. Issuance of a certification by ADEM neither precludes nor negates an operator/owner's responsibility or liability to apply for, obtain, or comply with other ADEM, federal, state, or local government permits, certifications, licenses, or other approvals. This certification does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other private rights, trespass, or any infringement of Federal, State, or local laws or regulations, and in no way purports to vest in the applicant title to lands now owned by the State of Alabama, nor shall it be construed as acquiescence by the State of Alabama of lands owned by the State of Alabama that may be in the applicant's possession.

Please feel free to contact me at 334-394-4304 in the event you have any questions.

Sincerely,

Anthony Scott Hughes, Chief
Field Operations Division

File: WQ401
c: Nashville District COE & EPA Region IV

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET, SUITE 464
MONTGOMERY, ALABAMA 36130

KAY IVEY
GOVERNOR

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COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

STATE LANDS DIVISION
PATRICIA POWELL MCCURDY
DIRECTOR

HANK BURCH
ASSISTANT DIRECTOR

TELEPHONE (334) 242-3484
FAX (334) 242-0999

October 1, 2021

MEMORANDUM

To: **U.S. Army Corps of Engineers, Dylan Hendrix**

Date: October 1, 2021

Project: AL General Permit – State Lands Review

The U.S. Army Corps of Engineers (USACE) is actively seeking comments from State agencies regarding issuance of the Alabama General Permits for the 2021-2026 timeframe. The Alabama Department of Conservation and Natural Resources, State Lands Division (SLD) was asked to summarize SLD's requirements for activities covered under each of the AL General Permits so that the final publication of the Alabama General Permits can provide courtesy notification to potential permittees of SLD requirements that exist beyond the AL General Permit conditions. After review by the SLD, we request that each of the requirements described in the following pages be incorporated into the AL General Permits.

PLEASE NOTE: Edits to the SLD requirements since the previous issuance of General Permits are underlined. Also, the following is based upon review of the proposed revisions to the AL General Permits as published June 3, 2021 by special public notices SAM-2021-00490-DCH through SAM-2021-00496-DCH, which proposed the reservation of ALGP-10 (Living Shorelines) and ALGP-24 (Piers and Pile Supported Structures Located in Weeks Bay).

We appreciate your consideration.

Sincerely,

Hank Burch
Assistant Director

PPM/jjk

The Department of Conservation and Natural Resources does not discriminate on the basis of race, color, religion, age, sex, national origin, disability, pregnancy, genetic information or veteran status in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

ALGP- 01 Excavated Boat Slips

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure and the adjacent upland property lines and adjacent riparian lines for any activity occurring on State-owned water bottoms.
- The ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from water bottoms owned by the State of Alabama.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP- 02 Maintenance Dredging

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure or activity and the adjacent upland property lines and adjacent riparian lines.
- The ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from State water bottoms.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-03 New Work Channel Dredging

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure or activity and the adjacent upland property lines and adjacent riparian lines.
- The ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from water bottoms owned by the State of Alabama.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-04 Debris Removal

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- The ADCNR State Lands Division may require a separate permit and fee for the salvage removal of submerged or buried logs beneath state owned water bottoms.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-05 Piers, Pile-Supported Structures, and Dolphins
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:
The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure and the adjacent upland property lines and adjacent riparian lines.
- All structures may not extend greater than 25 percent of the waterway.
- The ADCNR State Lands Division may require a separate approval, riparian easement, and/or fee for the proposed activity.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-07 Boat Ramps and Marine Ways
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:
The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure and the adjacent upland property lines and adjacent riparian lines.
- The ADCNR State Lands Division may require a separate approval, riparian easement, and/or fee for the structures located on water bottoms owned by the State of Alabama.
- ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from water bottoms owned by the State of Alabama.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

NOTE: ALGP-10 Living Shorelines is proposed by USACE to be Reserved for the next 5-year cycle.

ALGP-11 Shoreline and Bank Stabilization and Protection
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:
The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- This permit should not authorize any activity to regain land lost to erosion or to otherwise accrete land.
- The ADCNR State Lands Division may require a separate approval, riparian easement, and/or fee for the proposed activity.
- Permitted activities undertaken by use of the general permit will not result in a change in property boundaries. The ADCNR State Lands Division may require a separate approval for an applicant to regain title to land lost to erosion.
- Projects shall be designed and sited to minimize impacts to state owned submerged lands and adjacent riparian use areas.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-13 Filling of Previously Dredged Areas

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- The ADCNR State Lands Division may require a separate approval, riparian easement and/or fee for any proposed activity occurring on State-owned water bottoms.
- Applicants must demonstrate that the proposed area to be filled is not dedicated for public use or has a history of use by the general public, such as a man-made canal providing navigational access to more than one property owner.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

NOTE: ALGP-24 Piers and Pile-Supported Structures Located in Weeks Bay is proposed by USACE to be reserved in the next 5-year cycle.

CAUTION:
MANATEE HABITAT

IDLE SPEED IS REQUIRED IF OPERATING A VESSEL IN THE CONSTRUCTION OR EVENT AREA

All equipment must be SHUTDOWN if a manatee comes within 50 FEET of operation

Report any collision with and/or injury to a manatee immediately to:

Dauphin Island Sea Lab's Manatee Sighting Network:

1-866-493-5803

and the U.S. Fish and Wildlife Service in Daphne, AL:

(251) 441-5839 or (251) 441-5181

ATTACHMENT “I”

DESIGN SURVEY DATA & REPORT

N

LEGEND

P.O.B.	POINT OF BEGINNING
(REC)	RECORD
(ACT)	ACTUAL
— – – —	RIGHT–OF–WAY–LINE
—— – ——	CENTER LINE
—P—	OVERHEAD POWER LINE
PP	POWER POLE
LP	LIGHT POLE
PM	POWER METER
	SIGN
—X—	FENCE LINE (AS NOTED)
	GUY WIRE
	WATER METER
CO	CLEANOUT
——23——	GROUND CONTOUR
	TEMPORARY BENCH MARK
	CONCRETE (CONC)

50 0 50 100

SCALE: 1" = 50'

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ZEKE, THE
d/b/a ROWE ENGINEERING & SURVEYING

NOTES:

1.) *Bearing Basis: ?? referenced to Alabama State Plane Coordinate System West Zone (102) NAD 83(2011) established by RTK GPS utilizing ALDOT Network as a continuously operating reference station.*

2.) *Type of Survey: Topographic*

3.) *Field Date(s): June 2021*

4.) *This plat does not represent a boundary survey*

5.) *Elevations shown are referenced to NAVD 88, Geoid 12–B.*

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

Date: *??/??/2020*

Cecil T. Hudson, PLS
Alabama Licensed Professional
Land Surveyor No. 29983–S
Prints not valid unless
they bear an original seal

REVISIONS:	THREE MILE CREEK TOPO
	PREPARED FOR MOFFATT & NICHOL

ROWE
ENGINEERING & SURVEYING
CONSULTING ENGINEERS
3502 LAUGHLIN DR SUITE B MOBILE, AL 36693
PHONE 251–666–2766 FAX 251–660–1040

DRAWING: 51442–Zeke.dwg DRAWN BY: SED CHECKED BY: CTH	JOB: 51442 FB: 2019/40–45	PLAT DATE: AUG. 12, 2021	SCALE: 1" = 30'	SHEET NO. 1 OF 1

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, the City entered into a dredging contract on May 30,2023, with Blue Diving and Salvage, Inc., awarded by bid based on unit prices with a maximum quantity; and it is desirable to increase the quantities under the contract due to an unforeseen increase in the scope of dredging; and

WHEREAS, the original unit price under this contract is fair and reasonable, this contractor is mobilized and ready to perform the additional dredging under the prices in the current contract, and there are exigent time circumstances due to the remaining term of the grant funding; and

WHEREAS, bidding the additional work is not practical due to said time exigencies, the likely additional cost and delay in mobilizing a different contractor with potentially higher unit prices;

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 for and on behalf of the City of Mobile, a Change Order, by and between the City of Mobile and Blue Diving & Salvage, Inc. as outlined in the Change Order Number One (1) attached hereto and made a part hereof as though set forth in full, to increase its contract dated May 30, 2023, in total contract sum from $1,190,045.00 to $1,781,971.34. A copy of said Change Order and Justification is on file in the office of the City Clerk.

Name of Company: Blue Diving & Salvage, Inc. Project Name: Three Mile Creek Dredging Project

Amount: $591,926.34

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

The work of this contract consists of removing and replacing an existing roof system with new insulation and a new PVC single ply roof, including necessary flashings. The project involves the complete tear-off of the existing roof.

Amount of Contract:

$318,400.00

Funding Source

Project # Hope Community Center - Roof Improvements PR-074-23 — **Discretionary Funds**

Project String CO881 Hope Community Center - Roof Improvements (20002000-48010) — **Contract Number:**4736

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-074-23 Hope CC Roof Improvements	Cover Memo	10/16/2023
Revised Resolution	Cover Memo	10/18/2023
Revised CCSS	Cover Memo	10/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	10/18/2023 - 1:20 PM
			10/18/2023 -

Capital	Rhodes, Brenda	Approved	4:19 PM
Legal	Kern, Chris	Approved	10/19/2023 - 2:25 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:35 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company:	E. Cornell Malone Corporation
Project Name:	Hope Community Center – Roof Improvements
Project Number:	PR-074-23
Amount:	$318,400.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Hope Community Center – Roof Improvements

CAPITAL PROJECT #: C0881 (20002000-48010)

CONTRACT AMOUNT: $318,400.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-074-23

PROJECT DESCRIPTION: For The Removal Replacement Of An Existing Roof At A Community Center (850 Edwards ST).

VENDOR NAME: E. Cornell Malone Corporation

VENDOR NUMBER: 294429

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y** X **N** ___ ; 5% of the 1st 50% X or

If different, indicate special rate_____

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

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

Prepared by: Emma Dean – Office Assistant I **Date:** 10/12/2023

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

E. Cornell Malone Corporation
439 Dory St
Jackson, MS 39201
City of Mobile Business License Number: 100620
Secretary of State Registration Number: 000 - 934 - 498

for the following Project:
(Name, location and detailed description)

Hope Community Center – Roof Improvements
850 Edwards Street
Mobile, Alabama 36610
PR-074-23
For the removal and replacement of an existing roof at a community center.

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

(Paragraph deleted)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than ninety (90) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

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§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Eighteen Thousand Four Hundred and 00/100 Dollars ($318,400.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$ 308,400 .00
Contingency Allowance:	$ 10,000.00
Total Contract Sum:	$ 318,400.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Contingency Allowance: Ten thousand and 00/100 Dollars ($10,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
1. Remove and replace one (1) square foot of rusted or otherwise unsuitable galvanized steel metal deck (replace removed deck with 22-gauge galvanized deck). Include the removal and replacement of 800 square feet of metal deck in the Base Bid.	SF	$10.00
2. Remove and replace one (1) board foot of rotten or otherwise unsuitable treated wood blocking. Include the removal and replacement of 120 board feet of treated wood blocking in the Base Bid.	BF	$6.00
3. Remove and replace one (1) square foot of 3" wood fiber deck (at the Gymnasium roof). Include the removal and replacement 1,000 square feet of 3" wood fiber deck in the Base Bid.	SF	$14.00

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

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A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with

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a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that E. Cornell Malone Corporation has completed the contract for PR-074-23 - Hope Community Center – Roof Improvements. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

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ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director, REAM
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Ramon C. Malone, President
439 Dory Street
Jackson, MS 39201
travis@ecmalone.com
601-352-5940

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and

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.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity

Init. /

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including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

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D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum five (5) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

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(Paragraph deleted)

.3 Drawings

Number	Title	Date
A-1	ROOF PLAN	09/06/23
A-2	ROOF DETAILS	09/06/23

.4 Specifications

Section	Title	Date
DIVISION 1:	**GENERAL REQUIREMENTS**	09/06/23
Section 01010	Summary of the Work	09/06/23
Section 01210	Allowances	09/06/23
Section 01220	Unit Prices	09/06/23
Section 01310	Project Management & Coordination	09/06/23
Section 01330	Submittal Procedures	09/06/23
Section 01710	Closeout Procedures	09/06/23
Section 01731	Cutting and Patching	09/06/23
Section 017839	Project Record Documents	09/06/23
DIVISION 2:	**SITE CONSTRUCTION – NOT USED**	09/06/23
DIVISION 3:	**CONCRETE – NOT USED**	09/06/23
DIVISION 4:	**MASONRY – NOT USED**	09/06/23
DIVISION 5:	**METALS – NOT USED**	09/06/23
DIVISION 6:	**WOOD AND PLASTICS**	09/06/23
Division 06100	Rough Carpentry	09/06/23
DIVISION 7:	**THERMAL & MOISTURE PROTECTION**	09/06/23
Section 075419	Polyvinyl-Chloride (PVC) Roofing	09/06/23
Section 07620	PVC-Coated Flashing and Sheet Metal	09/06/23
DIVISION 8:	**DOORS & WINDOWS – NOT USED**	09/06/23
DIVISION 9:	**FINISHES – NOT USED**	09/06/23
DIVISION 10:	**SPECIALTIES – NOT USED**	09/06/23
DIVISION 11:	**EQUIPMENT – NOT USED**	09/06/23
DIVISION 12:	**FURNISHINGS – NOT USED**	09/06/23
DIVISION 13:	**SPECIAL CONSTRUCTION – NOT USED**	09/06/23
DIVISION 14:	**CONVEYING SYSTEMS – NOT USED**	09/06/23
DIVISION 15:	**MECHANICAL – NOT USED**	09/06/23
DIVISION 16:	**ELECTRICAL – NOT USED**	09/06/23

.4 Specifications

Section	Title	Date
Number		**Date**
Addendum # 1		9/12/23

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
EXHIBIT 1: August 23, 2023 FIELD REPORT BY ROOF ASSET MANAGEMENT, INC.

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(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

§ 9.2.2 Best Management Practices (BMPs):

The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

City of Mobile

OWNER *(Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

ATTEST:

City Clerk

Legal Name of Party to Contract:
Contractor:

Roman C. Malone

CONTRACTOR *(By Signature)*

Roman C. Malone, President
(Printed name and title)

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Roman C. Malone as President of E. Cornell Malone Corporation and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 5th day of October, 20 23.

Cynthia M. Beasley
NOTARY PUBLIC
My Commission Expires: Sept. 23, 2025

CYNTHIA M. BEASLEY
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES SEP. 23, 2025

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EXHIBIT A
SCOPE OF WORK

HOPE COMMUNITY CENTER – ROOF IMPROVEMENTS

Project # PR-074-23

The work of this contract consists of removing and replacing an existing roof system with new insulation and a new PVC single ply roof, including necessary flashings. The project involves the complete tear-off of the existing roof.

END OF SCOPE OF WORK

Bond No. 9431370

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
E. Cornell Malone Corporation
439 Dory Street
Jackson, MS 39201

SURETY:
Fidelity and Deposit Company of Maryland
P.O. Box 1227
Baltimore, MD 21203

OWNER (Name and Address):
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

CONSTRUCTION CONTRACT
Date:
Amount: $ 318,400.00
Three hundred eighteen thousand four hundred and 00/100 Dollars

Description (Name and Location):
Hope Community Center - Roof Improvements 850 Edwards Street, Mobile, AL 36610
PR-074-23

BOND:
Date: (Not earlier than Construction Contract Date)
Amount: $318,400.00
Three hundred eighteen thousand four hundred and 00/100 Dollars

Modifications to this Bond: [X] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL
Company: E. Cornell Malone Corporation
Signature:
Name: Roman C. Malone
Title: President

SURETY
Company: Fidelity and Deposit Company of Maryland
Signature: Josh Walker
Name: Josh Walker
Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond)

FOR INFORMATION ONLY – Name, address and telephone
AGENT OR BROKER:
SouthGroup Insurance Services
106 Madison Plaza Suite B
Hattiesburg, MS 39402
(601) 544-2122

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party)

Language conforms to AIA Document A312 Performance Bond, 2010 edition.
PRF76003ZZ0711f

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

   .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless, the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
   .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
   .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract
Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

   .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
   .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Section 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the

commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. DEFINITIONS

14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

_____

_____

_____

_____

_____

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL	SURETY
Company	Company
_____	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____

Language conforms to AIA Document A312 Performance Bond, 2010 edition.
PRF76003ZZ0711f

BOND NO.: 9431370

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
E. Cornell Malone Corporation
439 Dory Street
Jackson, MS 39201

SURETY:
Fidelity and Deposit Company of Maryland
P.O. Box 1227
Baltimore, MD 21203

OWNER (Name and Address):
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

CONSTRUCTION CONTRACT

Date:
Amount: $ 318,400.00
Three hundred eighteen thousand four hundred and 00/100 Dollars

Description (Name and Location):
Hope Community Center - Roof Improvements 850 Edwards Street, Mobile, Alabama 36610
PR-074-23

BOND:
Date: *(Not earlier than Construction Contract Date)*

Amount: $ 318,400.00
Three hundred eighteen thousand four hundred and 00/100 Dollars

Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
E. Cornell Malone Corporation
Signature:
Name: Roman C. Malone
Title: President

SURETY
Company: *(Corporate Seal)*
Fidelity and Deposit Company of Maryland
Signature:
Name: Josh Walker
Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT OR BROKER:
SouthGroup Insurance Services
106 Madison Plaza Suite B
Hattiesburg, MS 39402
(601) 544-2122

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:

Language conforms to AIA Document A312 Payment Bond, 2010 edition.
PAY76003ZZ0613f

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

5. The Surety's obligation to a Claimant under this Bond shall arise after the following:

5.1 Claimants, who do not have a direct contract with the Contractor

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
.2 have sent a Claim to the Surety (at the address described in Section 13)

5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

6. If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligations to furnish a written notice of non-payment under Section 5.1.1.

7. When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the

performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs, or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. DEFINTIONS

16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or furnished or last furnished materials or equipment for use in the performance of the Construction Contract:
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the claim.

16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for a which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the Agreement and the Contract Documents.

16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as onstruction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

_____

_____

_____

_____

_____

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
_____		_____	
Signature: _____		Signature: _____	
Name: _____		Name: _____	
Title: _____		Title: _____	

Language conforms to AIA Document A312 Payment Bond, 2010 edition.
PAY76003ZZ0613f

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Candy L. Browning,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 8th day of August, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 8th day of August, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	E. Cornell Malone Corporation
Address	439 Dory Street Jackson, MS 39201
Telephone	601-352-5940
E-Mail	roman@ecmalone.com

RFP/RFQ Solicitation Number	PR-074-23
Project Description	Hope Community Center-Roof Replacement
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 180 Female 30 Minority 105 Non-minority _____ SDVO _____ Total #of Employees 210

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Roman C. Malone

Signature: Roman C. Malone Date: 09/20/23

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Travis Byrd Title: Project Manager

Email: travis@ecmalone.com Phone: 601-5501147

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company E. Cornell Malone Corporation Your Bid/Proposal Amount $ 318,400.00 Date: 9/20/23

____/____/____ Description Hope Community Center-Roof Replacement

Name of Bidder/Proposer: E. Cornell Malone Corporation

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Paramount Construction	601-427-5454	Material/Equipment Supplier	57,450.00	15%	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: E. Cornell Malone Corporation

Contact Person: Travis Byrd Phone 601-550-1147 Email travis@ecmalone.com

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

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	X	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**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.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

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

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. N/A

Alabama Secretary of State

E. Cornell Malone Corporation	
Entity ID Number	000 - 934 - 498
Entity Type	Foreign Corporation
Principal Address	439 DORY ST JACKSON, MS 39201
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mississippi
Formation Date	06/29/1983
Qualify Date	09/27/2006
Registered Agent Name	NEWTON, ERIK S
Registered Office Street Address	2621 QUEENSTOWN ROAD BIRMINGHAM, AL 35210
Registered Office Mailing Address	2621 QUEENSTOWN ROAD BIRMINGHAM, AL 35210
Nature of Business	
Capital Authorized	
Capital Paid In	

Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022

Transactions	
Transaction Date	09/12/2017
Agent Mailing Address Changed From	* Added
Transaction Date	09/12/2017
Registered Agent Changed From	STANLEY, GRIFF 1707 RIDGEDALE DR TUSCALOOSA, AL 35406

E. Cornell Malone Corporation		
Scanned Documents		
Purchase Document Copies		
Document Date / Type / Pages	09/27/2006	Certificate of Formation 1 pg.
Document Date / Type / Pages	09/12/2017	Registered Agent Change 2 pgs.

Browse Results New Search

An error occurred while processing your request.

Company ID Number: 104997

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Cornell Malone Corporation (Employer) regarding the Employer'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), and 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 with available information that allows 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 to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of

photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as

authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated

within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has

not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the

referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Company ID Number: 104997

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer		
Name (Please Type or Print) Leia Stewart		Title Human Resource
Signature *Electronically Signed*		Date 03/05/2008
Department of Homeland Security – Verification Division		
Name (Please Type or Print) ***USCIS Verification Division***		Title
Signature *Electronically Signed*		Date 03/05/2008

E-Verify

Company ID Number: 104997

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	Cornell Malone Corporation
Company Facility Address:	HOME OFFICE 439 Dory Street
	Jackson MS 39201
Company Alternate Address:	BRANCH OFFICE 2689 Queenstown Road, Irondale, AL 35210
County or Parish:	Hinds
Employer Identification Number:	640677155
North American Industry Classification Systems Code:	236
Administrator:	Leia Stewart
Number of Employees:	100-499
Number of Sites Verified for:	

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

State	Number of sites	Site(s)
Mississippi	2	Jackson, Hattiesburg
Alabama	2	Birmingham, Mobile
Tennessee	1	Knoxville
Florida	1	Pensacola
Louisiana	1	Baton Rouge

E-Verify

Company ID Number: 104997

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Leia Stewart
Telephone Number:	601-352-5940
Fax Number:	601-352-5944
E-mail Address:	hr@ecmalone.com

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Leia Stewart
Telephone Number:	601-352-5940
Fax Number:	601-352-5944
E-mail Address:	hr@ecmalone.com

CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cadence Insurance
16 Thompson Park
Hattiesburg MS 39401

CONTACT NAME: Daphne Coleman
PHONE (A/C, No, Ext): 601-554-7321 FAX (A/C, No): 877-288-0152
E-MAIL ADDRESS: daphne.coleman@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Gray Insurance Company	36307
INSURER B : Gotham Insurance Company	25569
INSURER C : Navigators Insurance Company	42307
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ECORNEL-01
E. Cornell Malone Corporation
Malone Roofing Services, LLC
Malone Specialty Contractors, LLC
439 Dory Street
Jackson MS 39201

COVERAGES **CERTIFICATE NUMBER:** 1131339403 **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			XSGL100081	5/1/2023	5/1/2024	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Pollution						MED EXP (Any one person)	$ 5,000
	[ ] (see remarks)						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	[ ] OTHER:						Deductible	$ $50,000
A	AUTOMOBILE LIABILITY			XSAL100088	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X MCS90						Deductible	$ $50,000
C	[ ] UMBRELLA LIAB [X] OCCUR			GA23EXCZ0B6NXIV	5/1/2023	5/1/2024	EACH OCCURRENCE	$ 5,000,000
B	X EXCESS LIAB [ ] CLAIMS-MADE			EX202200002315	5/1/2023	5/1/2024	AGGREGATE	$ 5,000,000
	[ ] DED [X] RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			GWC100150	5/1/2023	5/1/2024	X PER STATUTE [ ] OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]	N/A		GWC100149	5/1/2023	5/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			XSWC100079	5/1/2023	5/1/2024	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PROVIDED TO THE CERTIFICATE HOLDER, OWNER, AND ANY PERSON(S) OR ORGANIZATION(S) WHEN THE NAMED INSURED HAS AGREED TO DO SO IN A WRITTEN CONTRACT/AGREEMENT -

General Liability:
Blanket Additional Insured with coverage for ongoing and completed operations (Form GIC030265 04/20)
Blanket Primary and Noncontributory (Form CF2001 (12/19)
Blanket Waiver of Subrogation (Form CG2404 12/19)
Blanket 30 days notice of cancellation (Form GIC0018 06/12)
See Attached...

CERTIFICATE HOLDER

City of Mobile
205 Government Street
P.O. Box 1827
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ECORNEL-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Cadence Insurance	NAMED INSURED E. Cornell Malone Corporation Malone Roofing Services, LLC Malone Specialty Contractors, LLC 439 Dory Street Jackson MS 39201
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Liability assumed in an "Insured Contract" as defined by form CG0001 04/13.
Pollution Seepage Buy Back – Sudden and Accidental (Form GIC0077 04/98)
Designated Construction Projects – General Aggregate Limit (Form 2503 05/09)
General Liability Deductible: $50,000
There are no exclusions on the General Liability Policy for Open Roof, Torch, or Multifamily Unit Coverage.
General Liability for Leased Equipment:
Blanket Additional Insured with coverage provided applying on a primary and non-contributory basis

Automobile Liability :
Blanket Additional Insured (Form GIC0029 04/98)
Blanket Primary and Noncontributory (CA0449 11/19)
Blanket 30 days notice of cancellation (Form GIC0018 06/12)
Blanket Waiver of Subrogation (Form CA0444 10/13)
Automobile Liability Deductible: $50,000

Workers Compensation: 3.A - AL, FL, LA, MS, TX, GA
Blanket Waiver of Subrogation (Form WC000313 04/84).
Blanket Alternate Employer (Form WC00301A 02/89)
Blanket 30 days notice of cancellation (Form GIC0018 06/12)
Workers Compensation deductible: $50,000

Umbrella:
Coverage is excess follow form of scheduled underlying policies: General Liability, Automobile Liability and Employers Liability (workers compensation).

Per the provisions stated above. City of Mobile is included as Additional Insured with respect to General Liability, Automobile Liability and Umbrella Liability and apply on a primary and non-contributory basis when required by written contract. Waiver of Subrogation is provided in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation/Employer's Liability when required by written contract. 30 days notice of cancellation, non-renewal or material change shall be provided to City of Mobile when required by written contract.
Project Name/Number: 23-2477 - Hope Community Center - PR-074-23

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 10/06/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY	PHONE (A/C, No, Ext): +1 769 229 2737	COMPANY
SOUTHGROUP INSURANCE & FINANCIAL SERVICES 106 MADISON PLAZA HATTIESBURG, MS 39402		American Zurich Insurance Company
FAX (A/C, No):	E-MAIL ADDRESS: emily.murphy@southgroup.net	
CODE: 11005287	SUB CODE:	
AGENCY CUSTOMER ID #:		

INSURED	LOAN NUMBER	POLICY NUMBER
E Cornell Malone Corporation #1 Commerce Drive Suite 200 Hattiesburg, MS 39402		BR74202518
	EFFECTIVE DATE: 11/01/2023 — EXPIRATION DATE: 05/01/2024 — ☐ CONTINUED UNTIL TERMINATED IF CHECKED	
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

850 Edwards St.
Mobile, AL 36610

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		$1,000
Renovations and Improvements	$318,400	
All Covered Property at all Locations	$318,400	

REMARKS (Including Special Conditions)

Named Storm Deductible 3%

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS		
City of Mobile PO Box 1827 Mobile, AL 36633-1827	☐ MORTGAGEE ☐ LOSS PAYEE	☒ ADDITIONAL INSURED
	LOAN #	
	AUTHORIZED REPRESENTATIVE	

ACORD 27 (2009/12)

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RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company:	E. Cornell Malone Corporation
Project Name:	Hope Community Center – Roof Replacement
Project Number:	PR-074-23
Amount:	$318,400.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Hope Community Center – Roof Replacement

CAPITAL PROJECT #: C0881 (20002000-48010)

CONTRACT AMOUNT: $318,400.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-074-23

PROJECT DESCRIPTION: For The Removal and Replacement Of An Existing Roof At The Facility (850 Edwards ST).

VENDOR NAME: E. Cornell Malone Corporation

VENDOR NUMBER: 294429

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y** **X** **N** ___ ; 5% of the 1st 50% **X** or

If different, indicate special rate_____

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

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

Prepared by: *Emma Dean* – Office Assistant I **Date:** 10/12/2023

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management
Carleen Stout-Clark, Deputy Director REAM

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

The attached Covenant of Purpose document and exhibits is the instrument with which the City of Mobile describes the federal interest in a property related to a specific project. In basic terms, it is the acknowledgment of the City's obligation to utilize the funded improvements in the manner in which that are described and approved in the grant scope of work. This document is required by federal regulation 2 CFR 200.241 and is a final step to receive a Notice to Bid on RESTORE projects.

In this case, the item on the agenda is for the RESTORE-funded Three Mile Creek Greenway Trail - Segment 7, which stretches from Tricentennial Park to Martin Luther King Jr. Avenue. It describes the project, the location, and the federal interest in improvements that includes the greenway trail, new trailhead and associated improvements.

Amount of Contract:

N/A

Funding Source

Project # N/A **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	Resolution Letter	10/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	10/18/2023 - 6:04 PM
Accounting	Threadgill, Randy	Approved	10/19/2023 - 8:25 AM
Legal	Kern, Chris	Approved	10/19/2023 - 12:55 PM
Legal	Kern, Chris	Approved	10/19/2023 - 12:55 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:46 PM

2023

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk are authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile the Covenant of Purpose, Use, and Ownership between the City of Mobile and the U. S. Department of the Treasury in support of Grant No. 11 RDCGR010131-01-00 "MOBILE GREENWAY INITIATIVE: THREE MILE CREEK GREENWAY TRAIL". (Segment 7)

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to sign any agreements or other documents and provide any information required by the U.S. Department of the Treasury or the Alabama Department of Conservation and Natural Resources. All agreements, together with the exhibits, shall be filed with the City Clerk after execution.

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Ricardo Woods

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To accept the terms of the Settlement and Mutual Release Agreement with the Solid Waste Authority of the City of Mobile

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	10/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	10/19/2023 - 12:57 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:39 PM
Legal	Kern, Chris	Approved	10/19/2023 - 12:57 PM

2023

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Mutual Release between WM Mobile Bay Environmental Center, Inc., Waste Away Group, the City of Mobile, Alabama and the Solid Waste Disposal Authority of the City of Mobile to settle and fully resolve any and all claims brought against the parties as outlined in the Agreement. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/24/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of the University of South Alabama

Amount of Contract:

n/a

Effective Date of Contract:

10/31/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - USA

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - USA	Resolution Letter	10/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	10/13/2023 - 9:28 AM
			10/19/2023 -

Legal	Kern, Chris	Approved	12:26 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:40 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of the University of South Alabama, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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