AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, October 17, 2023, 10:30 AM

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

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

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

   Request of Robin Feibelman for a waiver of the Noise Ordinance at 4201 Burma Hills Drive, on November 4, 2023, from 6:00 p.m. - 10:00 p.m. (District 4)

   Request of Tyler Sayers for a waiver of the Noise Ordinance at 4513 Old Shell Road, Suite 5E, on November 19, 2023, from 11:00 a.m. - 2:00 p.m. (District 5).

   Request of J. E. B. Shell for a waiver of the Noise Ordinance at 3725 Calderwood Drive on October 28, 2023, from 7:00 p.m. - 10:00 p.m. (District 7).
10. **PUBLIC HEARINGS**

    Public hearing to rezone property located at 258 North Hamilton Street and 263 North Franklin Street, from T-4 and T-5.1 to T-4 (District 2).

Public hearing to declare the structure at 1021 Summerville Street a public nuisance and order it demolished/secured/repaired (District 1).

Public hearing to declare the structure at 508 Maple Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 2459 Richardson Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 617 Euclid Avenue a public nuisance and order it demolished/secured/repaired (District 5).

Public hearing to fix costs for demolition of the structure at 356 Burton Avenue; $1,950.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1704 Griffin Street; $2,600.00 (District 1).

Public hearing to fix costs for demolition of the structure at 607 Petit Avenue; $5,000.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1570 Orange Street; $2,650.00 (District 2).

Public hearing to fix costs for demolition of the structure at 1260 Pecan Street; $1,945.00 (District 2).

Public hearing to fix costs for demolition of the structure at 218 Rylands Street; $4,200.00 (District 2).

Public hearing to fix costs for demolition of the structure at 357 Rylands Street; $2,800.00 (District 2).

Public hearing to fix costs for demolition of the structure at 1707 Marengo Drive; $3,400.00 (District 4).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Estella Trotter - Address the need for affordable and low income housing in Mobile.

Reverend Tony Algood - Concerns about the need for transparency within the Mobile Police Department and the duty to serve and protect all citizens.

Robert Clopton - Address his concerns about the shooting of Mr. Christopher Jones by the Mobile Police Department.

Traci Preyer - To invite the Council to the opening ceremony of the "Gulf Coast Gladiators."

Reggie Hill - Continue remarks from the 10/10 meeting and speak about the FY 24 budget.

James Williams - laws that apply to police and community interaction.

12. ORDINANCES HELD OVER

02-047 Ordinance to provide for the reapportionment of the seven Council districts for the City of Mobile (sponsored by Mayor Stimpson).

64-048 Consider approval of a Conditional Use Permit to allow a home-based day care in an R-1 property located at 611 Shannon Street (sponsored by Councilmember Daves).

13. CONSENT RESOLUTIONS HELD OVER

40-1006 Declare the structure at 170 N. Ann Street a public nuisance and order it demolished/secured (sponsored by Councilmember Carroll).

40-1007 Declare the structure at 1112 Newman Lane a public nuisance and order it demolished (sponsored by Councilmember Carroll).

14. RESOLUTIONS HELD OVER

01-1125 Authorize Funding Agreement for USA Whiddon College of Medicine to construct an education and research building; $1,000,000. per year for 10 years (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-1126 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1127 Approve purchase order to Kimtek Corporation for fire skid units for MFRD; $25,897.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1128 Approve purchase order to E-Builder, Inc. for one-year project management software subscription; $25,589.45 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1129 Authorize contract with Osprey Initiative, LLC to install and maintain litter collection devices citywide, $170,500.00, (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-1130 Authorize contract with Bill Smith Electric, Inc for Cruise Terminal Electrical Upgrades for new gangway; $90,989.00 (sponsored by Councilmember Caroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1131 Authorize contract with RH Deas Building Co., LLC for construction of Heroes Plaza; $8,869,601.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1132 Authorize contract with ProtecVideo, LLC for telemetry and consulting service; NTE $500,000.00 per year for 3 years (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

21-1133 Authorize contract with ProtecVideo, LLC for telemetry and consulting services; NTE $146,000.00 per year for 3 years (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD)

21-1134 Authorize contract with UAV Survey, LLC for engineering and analytics consulting; NTE $80,000.00 per year for 3 years (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

31-1135 Authorize grant application to the U.S. Economic Development Administration for the Economic Adjustment Assistance Grant for GIS Base Map upgrades; $1,100,000.00 (20% local match requirement) (sponsored by Mayor Stimpson) (submitted by Pat Cramer, GIS Dept.).

15. ORDINANCES BEING INTRODUCED

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).

16. CONSENT RESOLUTIONS BEING INTRODUCED

09-1139 Transfer funds from District 1 Discretionary Account to General Fund MPD Special Ops Account to assist with the Toulminville LeFlore Alumni Association Parade (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

31-1140 Authorize a grant application to the Office of National Drug Control Policy for the Combating Overdose Through Community-level Intervention Initiative grant; $50,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

37-1141 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (On/Off Premises) License to Piggly Wiggly; 306 S. University Blvd. (sponsored by Councilmember Woods).

37-1142 Recommend approval to the ABC Board for issuance of a Special Events More thank 30 Days License to TopGolf USA; 1250 Satchel Paige Dr. (sponsored by Councilmember Reynolds).

40-1143 Declare the structure at 1021 Summerville Street a public nuisance and order it demolished/secured/repaired (sponsored by Councilmember Penn).

40-1144 Declare the structure at 508 Maple Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1145 Declare the structure at 2459 Richardson Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1146 Declare the structure at 617 Euclid Avenue a public nuisance and order it demolished/secured/repaired (sponsored by Councilmember Daves).

40-1147 Fix costs for demolition of the structure at 356 Burton Avenue (sponsored by Councilmember Penn).

40-1148 Fix costs for demolition of the structure at 1704 Griffin Street (sponsored by Councilmember Penn).

40-1149 Fix costs for demolition of the structure at 607 Petit Avenue (sponsored by Councilmember Penn).

40-1150 Fix costs for demolition of the structure at 1570 Orange Street (sponsored by Councilmember Carroll).

40-1151 Fix costs for demolition of the structure at 1260 Pecan Street (sponsored by Councilmember Carroll).

40-1152 Fix costs for demolition of the structure at 218 Rylands Street (sponsored by Councilmember Carroll).

40-1153 Fix costs for demolition of the structure at 357 Rylands Street (sponsored by Councilmember Carroll).

40-1154 Fix costs for demolition of the structure at 1707 Marengo Drive (sponsored by Councilmember Reynolds).

60-1155 Approve award of special bonus to the Officer of the Month; Elliott (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

60-1156 Determine an appropriation to Just 4 Development Laboratory School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1157 Determine an appropriation to Toulminville LeFlore Alumni Association serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1158 Determine an appropriation to Clotilda Descendants Association serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

17. CIP RESOLUTIONS BEING INTRODUCED

21-1159 Authorize contract with Lieb Engineering Company, LLC for parking and accessibility upgrades and engineering at Westside Park; $19,900.00 (sponsored by Mayor Stimpson (submitted by Cassie Boatwright, REAM Dept.).

18. RESOLUTIONS BEING INTRODUCED

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.).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

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	10/11/2023 - 2:22 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

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	10/11/2023 - 2:23 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Reynoldsd

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Feibelman	Cover Memo	10/11/2023

REVIEWERS:

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

Application for waiver of noise ordinance

ROBIN FEIBELMAN <rdodi46@att.net>

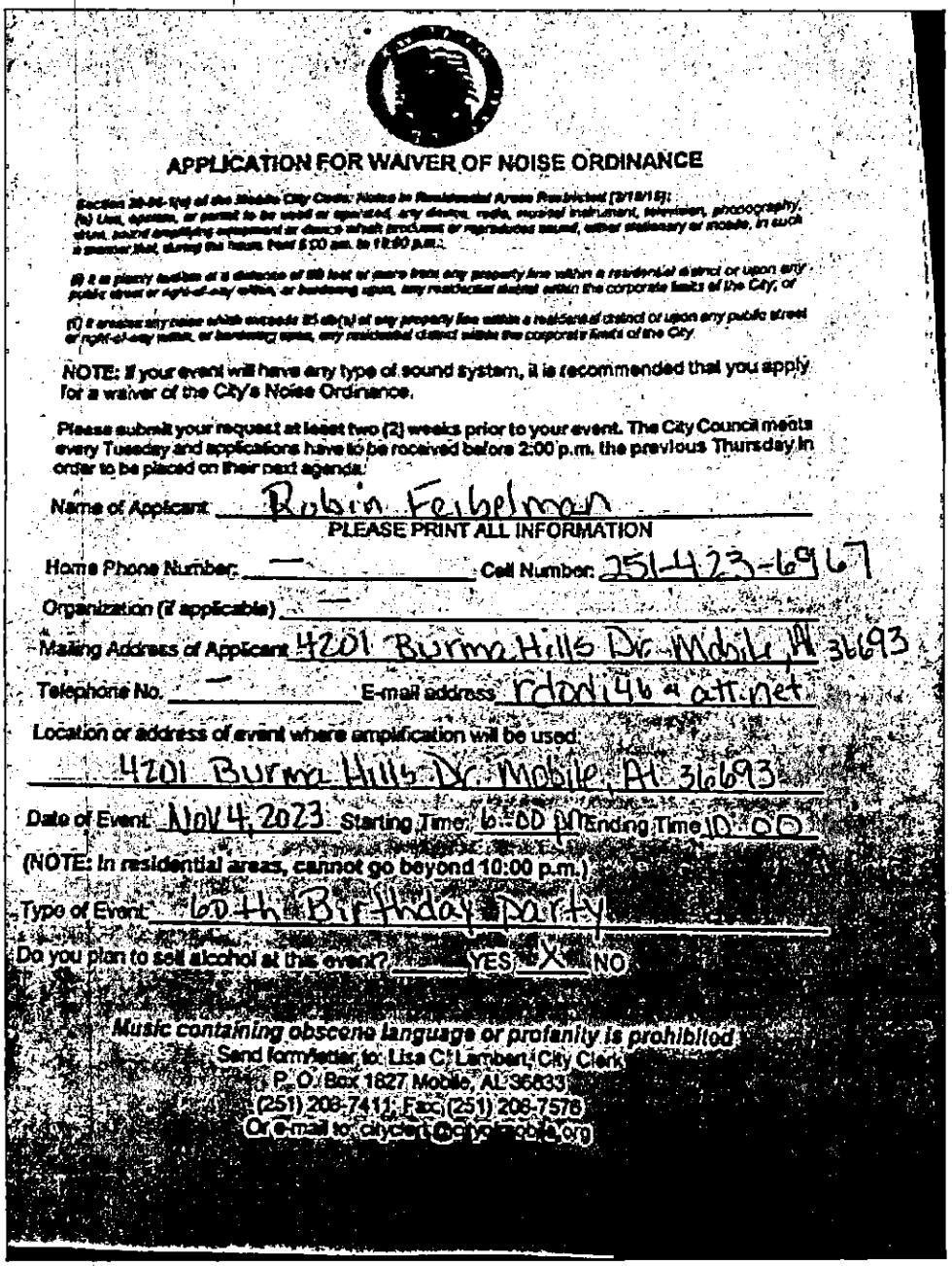
Tue 10/10/2023 12:20 PM

To:City Clerk <cityclerk@cityofmobile.org>

[You don't often get email from rdodi46@att.net. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

CAUTION: External Email

Please accept and advise
Thank you in advance



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 28-86-1(a) of the Mobile City Code: Noise in Residential Areas Restricted (3/18/15):
(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 8:00 p.m. to 12:00 p.m.:

(i) It is plainly audible at a distance of 100 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: Robin Feibelman
PLEASE PRINT ALL INFORMATION

Home Phone Number: — Cell Number: 251-423-6967

Organization (if applicable) —

Mailing Address of Applicant 4201 Burma Hills Dr. Mobile, AL 36693

Telephone No. — E-mail address rdodi46@att.net

Location or address of event where amplification will be used:
4201 Burma Hills Dr. Mobile, AL 36693

Date of Event Nov 4, 2023 Starting Time 6:00 pm Ending Time 10:00

(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 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) 208-7578
Or e-mail to: cityclerk@cityofmobile.org

D4

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Sayers	Cover Memo	10/11/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/11/2023 - 10:54 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: Tyler Mcgee Sayers

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 3343999380

Organization (if applicable) Post on the Hill

Mailing Address of Applicant 4513 Old Shell Rd STE 5E Mobile, AL 36608

Telephone No. 2513088999 E-mail address tyler@postdrinks.com

Location or address of event where amplification will be used:
4513 Old Shell Rd STE 5E Mobile, AL 36608

Date of Event: 11/19/2023 Starting Time: 11:00am Ending Time 2:00pm

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

Type of Event: Drag Show for wedding party

Do you plan to sell alcohol at this event? yes 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

05

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Shell	Cover Memo	10/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/16/2023 - 8:16 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: _____
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant_____

Telephone No. _____E-mail address_____

Location or address of event where amplification will be used:

_____

Date of Event: _____Starting Time: _____ Ending Time_____

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

Type of Event:_____

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

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	10/11/2023 - 2:25 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

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	10/11/2023 - 3:27 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/11/2023 - 3:19 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/11/2023 - 3:24 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Sponsored by:

Councilmember Daves

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/11/2023 - 3:16 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

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	10/11/2023 - 2:38 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

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	10/11/2023 - 2:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

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	10/11/2023 - 2:55 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/11/2023 - 2:45 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/11/2023 - 2:59 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

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	10/11/2023 - 3:01 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/11/2023 - 3:05 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/11/2023 - 3:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Trotter	Cover Memo	10/11/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/11/2023 - 11:00 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Tue 10/10/2023 2:57 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Estella Trotter

Date To Address Council: 2023-10-17

Address: 1507 Forrest Circle

Email: f.trotter20@gmail.com

Phone: 2514552040

Subject And Specific Questions: Addressing the need for affordable housing a d low income housing

Pertain To City Business: Mobile city council is presently having to to deal with the demand for affordable housing.

Signature: Estella Trotter

Signature Verify: X

Agree: X

Date Submitted: 2023-10-10 14:57:10

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

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	10/12/2023

REVIEWERS:

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

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 10/12/2023 11:09 AM
To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Rev. Tonny Algood

Date To Address Council: 2023-10-17

Address: 214-A De Sales Avenue

Email: tonnyalgood@gmail.com

Phone: 251-680-4266

Subject And Specific Questions: The need for transparency within the MPD and the duty to serve and protect all citizens.

Pertain To City Business: The MPD is a department under the City of Mobile

Signature: Rev. Tonny Algood

Signature Verify: X

Agree: X

Date Submitted: 2023-10-12 11:09:26

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/12/2023 - 1:24 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 10/12/2023 7:59 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Robert Clopton

Date To Address Council: 2023-10-17

Address: 2612 Charlotte Oaks Dr, Mobile, Al 36695

Email: robertcloptonsr@gmail.com

Phone: 3865893145

Subject And Specific Questions: On behalf of the Mobile NAACP to address the latest shooting by the Mobile Police Department, that took the life of Mr. Christopher Jones.

Pertain To City Business: It's important to the community. With the hundredfold percentage increase in police-involved deaths, the NAACP and the citizens of Mobile are concerned with the lack of transparency and accountability regarding the deaths of these young black men.

Signature: Robert E. Clopton Sr.

Signature Verify: X

Agree: X

Date Submitted: 2023-10-12 07:59:19

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

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Project #	**Discretionary Funds**
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ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/12/2023 - 1:27 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: TRACI PREYER Date: 10-12-23

Address: 912 CELESTE RD UNIT E, SARALAND 76571

Phone: 228-627-4370 Email tp.gcgladiators@outlook.com

Date to Address City Council: 10-17-23

Subject (must be completed): GULF COAST GLADIATORS NEW SEASON, THEIR COMMUNITY OUTREACH PROGRAM, AN INVITATION TO ALL COUNCIL MEMBERS TO PARTICIPATE IN TEAMS OPENING CEREMONY. TEAM IMPACT IN THE COMMUNITY.

Specific Questions:

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

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	10/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/12/2023 - 1:39 PM

From: RJHILL II
To: Gauthier, Lana
Subject: 10/17 Agenda
Date: Thursday, October 12, 2023 1:36:30 PM

CAUTION: External Email

Madam Asst. City Clerk,

Good afternoon! I hope that you are having a great week, thus far.

This is a formal request to be added to the upcoming Agenda.

I will continue my remarks from the 10/10 Regular Meeting and offer my initial comments on amending the FY24 Budget.

Thank you for your attention to this matter and the continued service of the City Clerk's Office. Take care and see you all on Tuesday!

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:10/17/2023

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/12/2023 - 1:56 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: James Williams Date: 10/12/23

Address: 2504 Convy St (36605)

Phone: (251) 470-8070 Email: _____

Date to Address City Council: 10/17/23

Subject (must complete):

Laws that apply to police and community interaction.

Specific Questions: _____

Signature: James Williams

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
chart	Cover Memo	10/5/2023
ordinance	Cover Memo	10/6/2023
map and chart	Cover Memo	10/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/5/2023 - 1:34 PM

City of Mobile
2023 Council Districts

	TP	TVP	TP Black	TVP Black	TP % Black	TVP % Black	TP White	TVP White	TP % White	TVP % White	TP Other	TVP Other	TP % Other	TVP % Other
1	29,286	22,586	21,118	15,753	72.11	69.75	7,160	6,068	24.45	26.87	1,008	765	3.44	3.39
2	28,207	22,761	18,170	14,134	64.42	62.1	9,063	7,851	32.13	34.49	974	776	3.45	3.41
3	29,232	21,327	21,199	14,533	72.52	68.14	6,835	5,922	23.38	27.77	1,198	872	4.1	4.09
4	30,179	24,289	9,970	7,461	33.04	30.72	17,628	14,872	58.41	61.23	2,581	1,956	8.55	8.05
5	30,467	24,124	9,421	6,837	30.92	28.34	18,053	15,020	59.25	62.26	2,993	2,268	9.82	9.4
6	29,459	23,083	7,992	5,621	27.13	24.35	18,284	15,065	62.07	65.26	3,183	2,397	10.8	10.38
7	30,000	23,058	17,273	12,275	57.58	53.24	10,999	9,516	36.66	41.27	1,728	1,266	5.76	5.49
	206,830	**161,228**	**105,143**	**76,614**	**50.84**	**47.52**	**88,022**	**74,314**	**42.56**	**46.09**	**13,665**	**10,300**	**6.61**	**6.39**

Total Population: 206,830
Mean Target Population: 29,547
Max Target Population: 31,320 (6% of mean)
Min Target Population: 27,774 (6% of mean)

Date: October 3, 2023

Data compiled using the 2020 U.S. Census (OMB) data: https://redistricting2.esri.com/redistricting/index.html

Census data downloaded from U.S. Census: https://data.census.gov/cedsci/table?g=0500000US01097%241000000&y=2020&d=DEC%20Redistricting%20Data%20%28PL%2094-171%29&tid=DECENNIALPL2020.P1

AN ORDINANCE TO PROVIDE FOR THE REAPPORTIONMENT OF THE SEVEN COUNCIL DISTRICTS FOR THE CITY OF MOBILE

Sponsored by: Mayor William S. Stimpson

WHEREAS, section 11-44C-13 of the Code of Alabama provides that the Council's seven members shall be elected from districts which shall be, as near as practicable, of equal population according to the last decennial census; and,

WHEREAS, on May 9, 2023, the Council approved Resolutions to provide residents of certain unincorporated areas of the County an opportunity to annex and become residents of the City of Mobile, and thereafter, on July 18, 2023, residents of three unincorporated areas cast ballots on the issue and voted in favor of annexation; and,

WHEREAS, the results of the election were certified on July 25, 2023, at which time the three areas that voted in favor of annexation became a part of the City of Mobile; and,

WHEREAS, pursuant to section 11-42-73 of the Code of Alabama the Council desires to reapportion the City's seven Council Districts to embrace the areas that annexed and became part of the City so as to afford opportunity to all persons entitled to vote at elections in the City and to provide fair and equal representation to all of the citizens of the City of Mobile; and,

WHEREAS, the Council finds that reapportionment of the Council districts as provided in this Ordinance will achieve the goal of equally apportioning the City=s population so as to provide fair and equal representation to all citizens of the City of Mobile.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, AS FOLLOWS:

SECTION ONE: The seven city council districts shall be as follows:

1. DISTRICT ONE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
1	701	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006
1	702	| 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 1006 | 1007 | 1009 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 2000 | 2001 | 2002 | 2003 | 2016 | 3001 | 3002 | 3003 | 3004
1	801	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019
1	802	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008
1	901	| 1021
1	2501	| 1006 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2015 | 3000 | 3001 | 3003 | 3004 | 3007 | 3012 | 3013 | 3017 | 3018 | 3022 | 3023 | 3024
1	2502	| 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1012 | 1013 | 1014 | 1015 | 1016 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 3001 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034 | 3035 | 3036 | 3037 | 1000 | 1001 | 1011 | 3000 | 3002 | 3003 | 3004
1	2600	| 2004 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034 | 3035 | 3036 | 3037 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 2000 | 2001 | 2002 | 2003 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 3007
1	2700	| 1018 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1030 | 2013 | 2014 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1029 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 1000 | 1003 | 1019 | 1020 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1001 | 1002 | 1004 | 1005

1	2800	| 1004 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1015 | 2002 | 2003 | 2004 | 2006 | 2007 | 2008 | 2009 | 3000 | 3001 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 4000 | 4001 | 4002 | 4003 | 4004 | 4005 | 4006 | 4007 | 4008 | 4009 | 4010 | 4011 | 4012 | 4013 | 4014 | 4015 | 4016 | 4017 | 4018 | 4019 | 5000 | 5001 | 5002 | 5003 | 5004 | 5005 | 5006 | 5007 | 5008 | 5009 | 5010 | 5011 | 5012 | 5013 | 5014 | 5015 | 5016 | 5017 | 5018 | 1000 | 1001 | 1002 | 1003 | 1005 | 1013 | 1014 | 2000 | 2001 | 2005 | 3002 | 3003 | 3010
1	2900	| 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 3003 | 3004 | 3005 | 3007 | 3008 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3023 | 3025 | 3026 | 3028 | 3030 | 3031 | 3032 | 3033 | 3035 | 3037 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 3000 | 3001 | 3002 | 3006 | 3009 | 3020 | 3021 | 3022 | 3024 | 3027 | 3029
1	3402	| 2012 | 2013 | 3000 | 3001 | 3002 | 3003 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2010 | 2011 | 1005
1	3901	| 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1018 | 1019 | 1020 | 1021 | 1022 | 1028 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 1029 | 1031 | 1032 | 1033
1	3902	| 1026 | 1027 | 1001 | 1002 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1024 | 1025 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035
1	4900	| 4018 | 4019

2. DISTRICT TWO shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
2	200	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1047 | 1048 | 1049 | 1050 | 1051 | 1052 | 1053 | 1054 | 1055 | 1056 | 1057 | 1058 | 1059 | 1060 | 1061 | 1062 | 1063 | 1064 | 1065 | 1066 | 1067 | 1068 | 1069 | 1070 | 1071 | 1072 | 1073 | 1074 | 1075 | 1076 | 1077 | 1078 | 1079 | 1080 | 1081 | 1082 | 1083 | 1084 | 1085 | 1086 | 1087 | 2008 | 2010 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 2043 | 2044 | 2045 | 2046 | 2047 | 2048 | 2049 | 2050 | 2051 | 2052 | 2053 | 2054 | 2055 | 2056 | 2057 | 2058 | 2059 | 2060 | 2061 | 2062 | 2063 | 2064 | 2065 | 2066 |

		2067 | 2068 | 2069 | 2070 | 2071 | 2072 | 2073 | 2074 | 2075 | 2076 | 2077 | 2078 | 2079 | 2080 | 2081 | 2082 | 2083 | 2084 | 2085 | 2086 | 2087 | 2088 | 2089 | 2090 | 2091 | 2092 | 2093 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2009 | 2011 | 2012 | 2013 | 2014 | 2015 | 2024
2	401	| 3015 | 3019 | 3020 | 2012 | 2014 | 2015 | 2016 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 3010 | 3016 | 3017 | 3018 | 3004 | 3005 | 3006 | 3007 | 3012 | 3013 | 3014 | 4005 | 4015 | 4016 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2013 | 2017 | 3000 | 3001 | 3002 | 3003 | 3008 | 3009 | 3011 | 4000 | 4001 | 4002 | 4003 | 4004 | 4006 | 4007 | 4008 | 4009 | 4010 | 4011 | 4012 | 4013 | 4014 | 4017 | 4018 | 4019 | 4020 | 4021
2	402	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025
2	500	| 2009 | 2014 | 2015 | 1000 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1047 | 1048 | 1049 | 1050 | 1051 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2010 | 2011 | 2012 | 2013 | 1001
2	600	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2011 | 2012 | 2013 | 2014 | 2015 | 2010
2	702	| 1001 | 1002 | 1003 | 1004 | 1008 | 1010 | 1011 | 1012 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025
2	901	| 1007 | 1008 | 1009 | 1011 | 1012 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1010 | 1013
2	902	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025

2	903	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035
2	1001	| 1004 | 1013 | 2005 | 2014 | 1000 | 1001 | 1002 | 1003 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1014 | 2000 | 2001 | 2002 | 2003 | 2004 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025
2	1002	| 1014 | 1016 | 1017 | 1018 | 1019 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2037 | 2038 | 2039 | 2040 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1015 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2033 | 2034 | 2035 | 2036 | 2041
2	1100	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018
2	1200	| 1003 | 1012 | 1013 | 1014 | 1015 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1108 | 1109 | 1110 | 1111 | 1112 | 1113 | 1114 | 1115 | 1116 | 1117 | 1119 | 1120 | 1121 | 1122 | 1123 | 1124 | 1125 | 1126 | 1127 | 1128 | 1129 | 1130 | 1131 | 1132 | 1133 | 1134 | 1135 | 1136 | 1137 | 1138 | 1139 | 1140 | 1141 | 1142 | 1143 | 1144 | 1145 | 1146 | 1147 | 1148 | 1149 | 1150 | 1151 | 1152 | 1153 | 1154 | 1155 | 1158 | 1160 | 1184 | 1185 | 1194 | 1204 | 1207 | 2000 | 1077 | 1084 | 1202 | 1048 | 1049 | 1050 | 1051 | 1056 | 1057 | 1062 | 1063 | 1064 | 1065 | 1066 | 1067 | 1068 | 1069 | 1072 | 1075 | 1076 | 1078 | 1186 | 1187 | 1188 | 1189 | 1190 | 1191 | 1192 | 1193 | 1201 | 1002 | 1004 | 1005 | 1006 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1047 | 1052 | 1054 | 1055 | 1079 | 1080 | 1081 | 1082 | 1083 | 1085 | 1086 | 1087 | 1088 | 1089 | 1090 | 1091 | 1092 | 1093 | 1094 | 1095 | 1096 | 1097 | 1098 | 1099 | 1100 | 1101 | 1102 | 1103 | 1104 | 1105 | 1106 | 1107 | 1199 | 1200 | 1203 | 1205 | 1206 | 1000 | 1007 | 1008 | 1010 | 1011 | 1016 | 1017 | 1183 | 1001 | 1009 | 1118

2	1400	| 1028 | 1030 | 1032 | 1033 | 1034 | 1035 | 1036 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1029 | 1031
2	1501	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026
2	2100	| 1000 | 1001 | 1002
2	2200	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005
2	2301	| 2005
2	2302	| 2000 | 2001 | 2002 | 2006
2	2400	| 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 2007 | 2008 | 2009 | 2010 | 2016 | 2017 | 2018 | 2019 | 2020 | 3003 | 3004 | 3005 | 3008 | 3009 | 3010 | 3011 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1032 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2011 | 2012 | 2013 | 2014 | 2015 | 2024 | 3000 | 3001 | 3002 | 3006 | 3007 | 3012
2	2501	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 2010 | 2011 | 2012 | 2013 | 2014 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 3002 | 3005 | 3006 | 3008 | 3009 | 3010 | 3011 | 3014 | 3015 | 3016 | 3019 | 3020 | 3021 | 3025
2	2502	| 1002
2	2900	| 1009 | 1010 | 1011 | 1013 | 1014 | 1015 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 1006 | 1007 | 1008 | 1012
2	3800	| 1128 | 1136 | 1137 | 1104 | 1114 | 1115 | 1116 | 1117 | 1129 | 1130 | 1131 | 1132 | 1133 | 1134 | 1135 | 1138 | 1139 | 1140 | 1141 | 1142 | 1143 | 1144 | 1145 | 1146 | 1147 | 1148 | 1149 | 1150 | 1151 | 1152 |

		1153 | 1154 | 1155 | 1156 | 1066 | 1098 | 1102 | 1118 | 1124 | 1125 | 1126 | 1166 | 1081 | 1082 | 1083 | 1084 | 1085 | 1086 | 1087 | 1088 | 1096 | 1103 | 1105 | 1106 | 1107 | 1108 | 1109 | 1173 | 1065 | 1067 | 1069 | 1089 | 1095 | 1080 | 1045 | 1046 | 1047 | 1048 | 1051 | 1062 | 1063 | 1070 | 1071 | 1072 | 1073 | 1075 | 1076 | 1077 | 1078 | 1079 | 1175 | 1049 | 1050 | 1168 | 1170
2	5200	| 1000 | 1042
2	5300	| 1044 | 1045
2	5602	| 2022 | 2025 | 2030
2	7600	| 1000 | 1015 | 2017 | 2040 | 2000 | 2001 | 2003 | 2004 | 2016
2	7700	| 1004 | 1008

3. DISTRICT THREE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
3	1200	| 1118 | 1156 | 1157 | 1159 | 1161 | 1162 | 1163 | 1164 | 1165 | 1166 | 1167 | 1168 | 1169 | 1170 | 1171 | 1172 | 1173 | 1174 | 1175 | 1176 | 1177 | 1178 | 1179 | 1180 | 1181 | 1182 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028
3	1302	| 1009 | 1010 | 1011 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 3004 | 3008 | 3009 | 3018 | 3019 | 1005 | 1006 | 1007 | 1008 | 1000 | 1001 | 1002 | 1003 | 1004 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 3000 | 3001 | 3002 | 3003 | 3005 | 3006 | 3007 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3020 | 3021 | 3022
3	1501	| 1027 | 1028 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015
3	1502	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016
3	1800	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2010 | 2011 | 2012 |

		2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2000 | 2009
3	1901	| 1004 | 1006 | 1007 | 1008 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2009 | 2010 | 2011 | 2012 | 2013 | 2015 | 2016 | 1000 | 1001 | 1002 | 1003 | 1005 | 2008
3	1902	| 2003 | 2000 | 2001 | 2002 | 2004 | 2005 | 2006 | 2007 | 2012 | 2013 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 2008 | 2009 | 2010 | 2011 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010
3	2000	| 2000 | 2001 | 2006 | 2003 | 2004 | 2027 | 2038 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 2002
3	2100	| 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 2005 | 3007 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 2001 | 2002 | 2003 | 2004 | 1014 | 1015 | 2000
3	2200	| 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 3007 | 3009 | 3011 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3008 | 3010 | 3012 | 3013
3	2301	| 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1000 | 1001 | 2000 | 2001 | 2002 | 2003 | 2004 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028
3	2302	| 1009 | 1010 | 1011 | 1012 | 1013 | 1015 | 1016 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1014 | 2003 | 2004 | 2005 | 2007 | 2008 | 2009
3	2400	| 2021 | 2022 | 2023
3	2900	| 2007 | 2008 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 3034 | 3036
3	3100	| 3021 | 3022 | 3023 | 3026 | 3027 | 3028 | 3029 | 3030 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3024 | 3025

3	3205	| 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3008 | 3009 | 3010 | 3011 | 3007
3	7000	| 1001 | 1018 | 1020 | 1021 | 1030
3	7400	| 2000 | 2001 | 2003 | 2005 | 2006 | 2007 | 2015 | 2016 | 3002 | 3003 | 3004 | 3005 | 3006 | 3008 | 3009 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 1011 | 1015 | 1016 | 1018 | 1019 | 1022 | 1023 | 1024 | 1026 | 1045 | 1046 | 1048 | 1049 | 1053 | 1054 | 1055 | 1056 | 2002 | 2004 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 3000 | 3001 | 3007 | 3010 | 4000 | 4001 | 4002 | 4003 | 4004 | 4005 | 4006 | 4007 | 4008 | 4009 | 4010 | 4011 | 4012 | 4013 | 4014 | 4015 | 4016 | 4017 | 4018 | 4019 | 4020 | 4021 | 4022 | 4023 | 1002 | 1005 | 1006 | 1010 | 1012 | 1013 | 1014 | 1017 | 1020 | 1021 | 1060 | 1061 | 1062 | 1009 | 1025 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1047 | 1050 | 1051 | 1052 | 1059 | 1000 | 1001 | 1003 | 1004 | 1007 | 1008 | 1057 | 1058
3	990000	| 0001 | 0002

4. DISTRICT FOUR shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
4	2000	| 2024 | 2028 | 2005 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2025 | 2026 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036
4	3000	| 1016 | 1017 | 1019 | 1020 | 1021 | 1022 | 1023 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1045 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1018 | 1024 | 1025 | 1026 | 1027 | 1042 | 1043 | 1044 | 1046 | 1047 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2000 | 2001 | 2002
4	3100	| 1005 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1026 | 2010 | 2012 | 2013 | 2014 | 2016 | 2017 | 2023 | 1000 | 1001 | 1002 | 1003 | 1004 | 1006 | 1007 | 1016 | 1025 | 2018 | 2019 | 2020 | 2021 | 2022 | 2007 | 2008 | 2009 | 2011 | 2015 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006

4	3705	| 2004 | 3003 | 3004 | 3005 | 3006 | 2002 | 2003 | 2005 | 2006 | 1009 | 1010 | 1011 | 2000 | 2001 | 3000 | 3002 | 3001 | 3007
4	3706	| 2004 | 2005 | 2007 | 2008 | 2011 | 2012 | 2014 | 2015 | 1007 | 1009 | 1010 | 1011 | 2000 | 2001 | 2002 | 2003 | 2006 | 2009 | 2010 | 2013 | the portion of Block 1001 south of the south boundary of Medal of Honor Park
4	3707	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1016 | 1017 | 1018 | 1019 | 1020 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009
4	3710	| 1004 | 1005 | 1006 | 1007 | 1008 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034 | 3035 | 1000 | 1001 | 1002 | 1003 | 1009 | 1010
4	3711	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1015
4	3712	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006
4	6802	| 1022 | 2000 | 2007 | 2008 | 2013 | 2014 | 2015 | 2016 | 3014 | 3016 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3000 | 3001 | 3002 | 3004 | 3005 | 3007 | 3008 | 3009 | 3010 | 3011 | 3015 | 3017
4	6902	| 1000 | 1001| 1009 | 1010 | 1011 | 1021
4	7000	| 4030 | 3001 | 3002 | 3008 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3045 | 3046 | 3047 | 3048 | 3049 | 3050 | 3051 | 3053 | 2010 | 2011 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 3000 | 3003 | 3004 | 3005 | 3006 | 3007 | 3009 | 3010 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034 | 3039 | 3041 | 3042 | 3043 | 3044 | 3052 | 4020 | 4021 | 4022 | 4027 | 4028 |

		2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2012
4	7101	| 3008 | 2000 | 2001 | 2002 | 2005 | 2014 | 2015 | 2016 | 2017 | 3000 | 3006 | 3007
4	7102	| 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1021 | 1022 | 1025 | 1026 | 1029 | 1034 | 1035 | 1037 | 2000 | 2001 | 2002 | 2003 | 2005 | 2006 | 2007 | 2011 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1000 | 1001 | 1002
4	7103	| 1002 | 1005 | 1000 | 1001

5. DISTRICT FIVE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
5	3202	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1014 | 1015 | 1016 | 1017 | 1018 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 1012 | 1013
5	3203	| 1001 | 1002 | 1003 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 1000 | 1004 | 1005 | 1018
5	3205	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010
5	3206	| 1026 | 1035 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1036 | 1037 | 1038 | 1039 | 1040
5	3207	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 2000| 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006
5	3301	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010

5	3302	| 1000 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1001 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1039 | 1040 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034
5	3501	| 3009 | 3010 | 3011 | 3012 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 1019 | 1020 | 1021 | 1022 | the portion of block 1018 south of the rear property lines of the residences that front Carmel Drive N and Hathaway Drive N | the portion of block 2000 extending to the rear property line of the residences that front Ridgelawn Drive W and Carmel Drive N
5	3502	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2001 | 2002 | 2024 | 2025 | 2000
5	3606	| 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018| 1019 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 3000
5	3704	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2018 | 2019 | 2020 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3029 | 3030 | 3031 | 4000 | 4001 | 4002 | 4003 | 4004 | 4005 | 4006 | 4007 | 4008 | 4009 | 4010 | 4011 | 4012 | 4013 | 4014 | 4015 | 4016
5	3707	| 1007 | 1014 | 1015 | 1021

6. DISTRICT SIX shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
6	3607	| 1009 | 1010 | 2006 | 2008 | 2009 | 2010

6	3703	| 1000 | 1001 | 1005 | 1006 | 1009 | 1011 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 1002 | 1003 | 1004 | 1007 | 1008 | 1010 | 1012
6	3704	| 2017 | 3028
6	3705	| 2007 | 3008 | 1001 | 1002 | 1003 | 1005 | 1006 | 1007 | 1008 | 1000 | 1004
6	3706	| 1000 | the portion of Block 1001 north of the south boundary of Medal of Honor Park | 1002 | 1003 | 1004 | 1005 | 1006 | 1008
6	3708	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 2002 | 2003 | 2004 | 2006 | 2007 | 2008 | 3001 | 3003 | 3007 | 2000 | 2001 | 2005 | 2009 | 3000 | 3002 | 3004 | 3005 | 3006
6	3711	| 1014 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007
6	6408	| 2006 | 2008 | 2009 | 2010 | 1010 | 1013 | 2007 | 1003 | 1004 | 1005 | 2001 | 2002 | 2003 | 1000 | 1001 | 1002 | 1006 | 1007 | 1008 | 1009 | 1011 | 1012 | 2000 | 2004 | 2005
6	6409	| 2011 | 2012 | 2013 | 2014 | 1002 | 1018 | 2009 | 2010 | 3023 | 3024 | 3025 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | the portion of block 1003 that is within the corporate limits of the City of Mobile
6	6410	| 1005 | 1007 | 1008 | 1010 | 1011 | 1012 | 2010 | 1000 | 1001 | 1002 | 1003 | 1004 | 1006 | 1009 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2011
6	6411	| 1000 | 1001 | 1002 | 1003 | 1008 | 1009 | 1010 | 1011 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 4005 | 4006 | 4007 | 4008 | 4009 | 4010 | 4011
6	6412	| the portion of block 1000 that is within the corporate limits of the City of Mobile| the portion of block 1001 that is within the corporate limits of the City of Mobile | the portion of block 1002 that is within the corporate limits of the City of Mobile | the portion of block 1008 that is within the corporate limits of the City of Mobile | the portion of block 1009 that is within the corporate limits of the City of Mobile
6	6802	| 1002 | 1003 | 1000 | 3006 | 3013 | 3034
6	6804	| 1000 | 1001 | the portion of block 1002 that is within the corporate limits of the City of Mobile | the portion of block 1004 that is within the corporate limits of the City of Mobile | the portion of block 1005 that is

		within the corporate limits of the City of Mobile | the portion of block 1007 that is within the corporate limits of the City of Mobile | the portion of block 1009 that is within the corporate limits of the City of Mobile |1014 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2014 | 2015 | the portion of block 1013 that is within the corporate limits of the City of Mobile

7. DISTRICT SEVEN shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
7	3302	| 2000| 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009
7	3404	| 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018| 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1035 | 1036 | 1037 | 1000 | 1007 | 1008 | 1009 | 1010 | 1031 | 1032 | 1033 | 1034
7	3405	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034
7	3406	| 1002 | 1003 | 1005 | 1009 | 1011 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 1000 | 1001 | 1004 | 1006 | 1007 | 1008 | 1010 | 3000 | 3001 | 3002 | 3003
7	3408	| 1000 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 1001
7	3409	| 1013 | the portion of block 2012 that is within the corporate limits of the City of Mobile | the portion of block 2013 that is within the corporate limits of the City of Mobile | 2023 | the portion of block 1000 that is within the corporate limits of the City of Mobile | 1001 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1014 | 1015 | 1016 | 1018 | 1019 | 1017
7	3410	| 1007 | 1016 | 1017 | 2002 | 2003 | 2004 | 2005 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 1004 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1006 | 2000 | 2001 | 2006 | 1000 | 1001 | 1002 | 1003 |

		1005 | 3000 | 3001 | 2018 | 2019 | the portion of block 2017 that is within the corporate limits of the City of Mobile
7	3501	| 2001 | 2004 | 2006 | 2009 | 2010 | 2012 | 2014 | 2016 | 2018 | 2022 | 2023 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | the portion of block 1018 north of the rear property lines of the residences that front Carmel Drive N and Hathaway Drive N | the portion of block 2000 to the rear property lines of the residences that front Ridgelawn Drive W and Carmel Drive N | 2002 | 2003 | 2005 | 2007 | 2008 | 2011 | 2013 | 2015 | 2017 | 2019 | 2020 | 2021 | 2024 | 2025 | 1016 | 1017
7	3502	| 1009
7	3602	| 3001 | 3002 | 3003 | 3004 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2007 | 2008 | 2009 | 2010 | 2011 | 2014 | 2015 | 2016 | 3000 | 2006 | 2012 | 2013
7	3606	| 1000
7	3607	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1011 | 1012 | 2001 | 2002 | 2003 | 2004 | 2005 | 2007 | 2013 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3009 | 3011 | 2000 | 2011 | 2012 | 3000 | 3001 | 3008 | 3010
7	3608	| 1006 | 1013 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029
7	6102	| the portion of block 1061 that is within the corporate limits of the City of Mobile | the portion of block 1068 that is within the corporate limits of the City of Mobile
7	6306	| the portion of block 2038 that is within the corporate limits of the City of Mobile
7	6402	| 1008 | 1018 | 1023 | 1024 | 1025 | 1026 | 1027 | 1049 | 1050 | 1051 | 1052 | 1053 | 1054 | 1055 | 1056 | 1057 | 3026 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1019 | 1020 | 1021 | 1022 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1047 | 1048 | 3006 | 3018 | 3020 | 3023 | the portion of block 3000 that is within the corporate limits of the City of Mobile | the portion of block 3002 that is within the corporate limits of the City of Mobile | the portion of block 3007 that is

		within the corporate limits of the City of Mobile | the portion of block 3021 that is within the corporate limits of the City of Mobile
7	6403	| 2000 | 2003 | 2005 | 2015 | 2016 | 2027 | 2033 | 1000 | 1005 | 1006 | 1007 | 1008 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 2017 | 2029 | 2004 | 2008 | 2009 | 2010
7	6409	| 1000 | 1001 | 1019 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011
7	6411	| 1004 | 1005 | 1006 | 1007 | 1012 | 2000 | 2001 | 2010 | 2011 | 2012 | 2013 | 3007 | 4000 | 4001 | 4002 | 4003 | 4004
7	980000	| 1002 | 1004 | 1005 | 1006 | 1007 | 1008 | 1000 | 1001 | 1003

SECTION TWO: The Council finds that each of the above-described districts is formed of contiguous, and to the extent reasonably possible, compact territory.

SECTION THREE: The Council finds that each district contains as nearly as is reasonable the same population and that the districts are, as near as practicable, of equal population according to the last federal decennial census.

SECTION FOUR: A map showing the boundaries of these council districts is attached hereto and incorporated herein by reference. In the event of a conflict between the attached map and the written description of the territories described above, the depiction of the territory on the attached map shall control and be given effect.

SECTION FIVE: This Ordinance shall become effective upon its adoption and publication as required by law and shall apply to all municipal elections, regular or special, held after this Ordinance becomes effective.

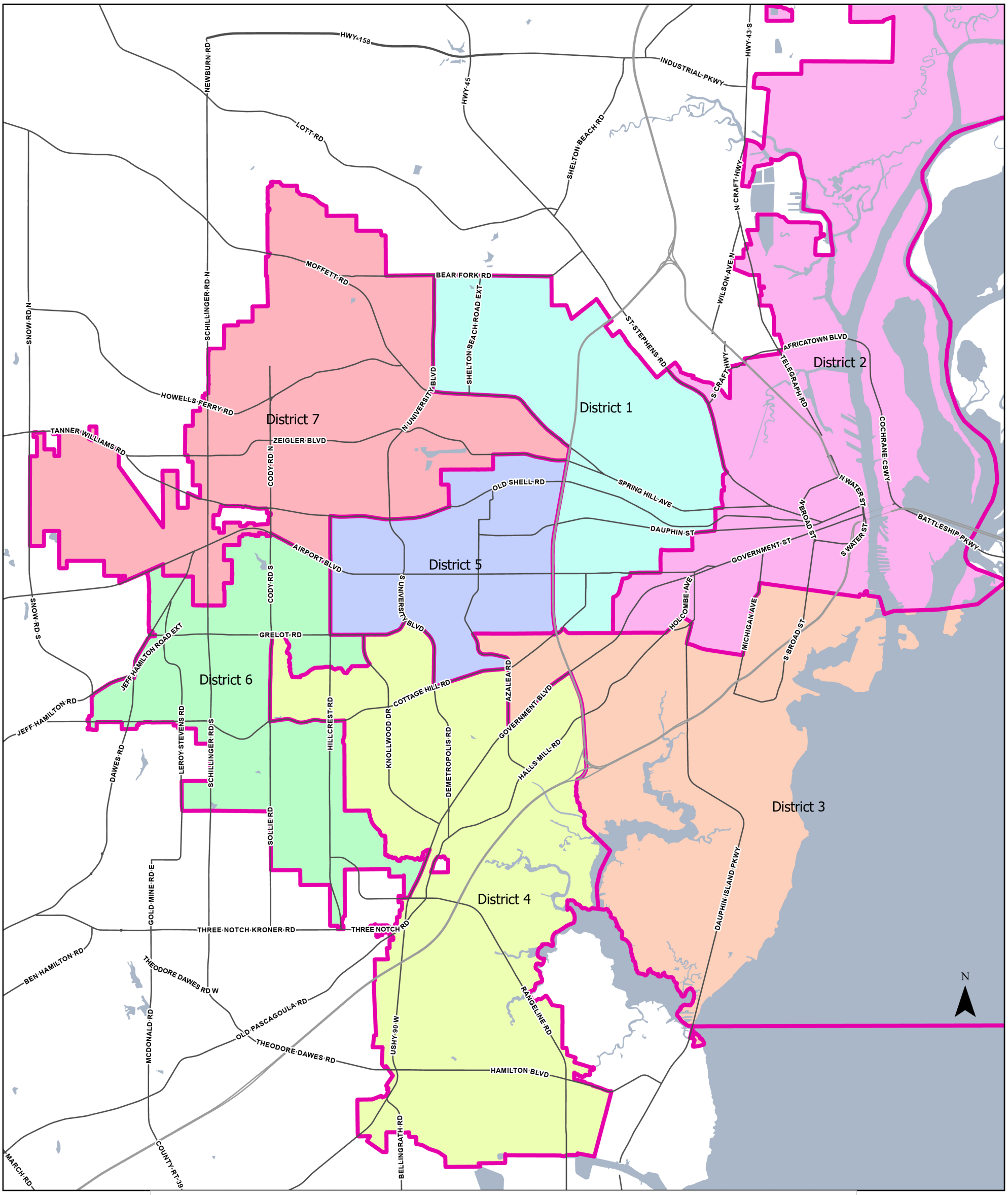
ADOPTED:

_____
CITY CLERK

Date Exported:
10/2/2023

Final Draft

City of Mobile Council Districts



City of Mobile Council Districts
10/2/2023 - Final Draft

	TP	TVP	TP Black	TVP Black	TP % Black	TVP % Black	TP White	TVP White	TP % White	TVP % White	TP Other	TVP Other	TP % Other	TVP % Other
1	29,286	22,586	21,118	15,753	72.11	69.75	7,160	6,068	24.45	26.87	1,008	765	3.44	3.39
2	28,207	22,761	18,170	14,134	64.42	62.1	9,063	7,851	32.13	34.49	974	776	3.45	3.41
3	29,232	21,327	21,199	14,533	72.52	68.14	6,835	5,922	23.38	27.77	1,198	872	4.1	4.09
4	30,179	24,289	9,970	7,461	33.04	30.72	17,628	14,872	58.41	61.23	2,581	1,956	8.55	8.05
5	30,467	24,124	9,421	6,837	30.92	28.34	18,053	15,020	59.25	62.26	2,993	2,268	9.82	9.4
6	29,459	23,083	7,992	5,621	27.13	24.35	18,284	15,065	62.07	65.26	3,183	2,397	10.8	10.38
7	30,000	23,058	17,273	12,275	57.58	53.24	10,999	9,516	36.66	41.27	1,728	1,266	5.76	5.49
	206,830	**161,228**	**105,143**	**76,614**	**50.84**	**47.52**	**88,022**	**74,314**	**42.56**	**46.09**	**13,665**	**10,300**	**6.61**	**6.39**

Total Population: 206,830
Max Target Population: 31,320 (6% of mean)
Mean Target Population: 29,547
Min Target Population: 27,774 (6% of mean)

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Sponsored by:

Councilmember Daves

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	8/31/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/31/2023 - 3:31 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the proposed approval of a Conditional Use Permit
to allow a home-based day care for 7-12 children
in an R-1, Single-Family Residential Suburban District,
property located at 611 Shannon Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 5, 2023, a public hearing will be held on the 10th day of October, 2023, at 10:30 a.m., to consider adoption of an ordinance to approve a Conditional Use Permit to allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District, property located at 611 Shannon Street.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Conditional Use Permit application was filed on June 20, 2023 to allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District located at 611 Shannon Street and described as follows:

LOT 11, SHANNON HEIGHTS, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 3, PAGE 307 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on August 17, 2023 and recommended approval of the Conditional Use Permit subject to the following conditions:

1) Submittal of a compliant legible site plan to Planning & Zoning staff;
2) Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3) Hours of operation are limited to Monday through Friday, 6 AM to 12 AM;
4) Any changes in the scope of operations (hours of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
5) Compliance with Engineering, Traffic Engineering, Urban Forestry and Fire Comments, as noted in the staff report, as well as permitting of any proposed or required improvements.

WHEREAS, the City Council finds that the Conditional Use Permit request:

A. Is consistent with all applicable requirements of the Unified Development Code (UDC), including:
    a. Any applicable development standards; and
    b. Any applicable use regulations
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property; and
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission considered:
    a. The location, type and height of buildings or structures;
    b. The type and extent of landscaping and screening;
    c. Lighting;
    d. Hours of operation; and
    e. Other conditions that might require mitigation of the adverse impacts of the proposed development.
E. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
F. Is designed to minimize the impact on storm water facilities;
G. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
H. Shall not be detrimental to or endanger the public health, safety or general welfare.
I. The proposed use will meet City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1) Submittal of a compliant legible site plan to Planning & Zoning staff;
2) Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3) Hours of operation are limited to Monday through Friday, 6 AM to 12 AM;
4) Any changes in the scope of operations (hours of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
5) Compliance with Engineering, Traffic Engineering, Urban Forestry and Fire Comments, as noted in the staff report, as well as permitting of any proposed or required improvements.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 10th 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 13th 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 611 Shannon Street.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District. If approved, the Conditional Use Permit will allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District subject to the following proposed conditions: 1. Submittal of a compliant legible site plan to Planning & Zoning staff; 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall; 3. Hours of operation are limited to Monday through Friday, 6 AM to 12 AM; 4. Any changes in the scope of operations (hours of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and 5. Compliance with Engineering, Traffic Engineering, Urban Forestry and Fire Comments, as noted in the staff report, as well as permitting of any proposed or required improvements.

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

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

WHEREAS, a Conditional Use Permit application was filed on June 20, 2023 to allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District located at 611 Shannon Street and described as follows:

LOT 11, SHANNON HEIGHTS, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 3, PAGE 307 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on August 17, 2023 and recommended approval of the Conditional Use Permit subject to the following conditions:

1) Submittal of a compliant legible site plan to Planning & Zoning staff;
2) Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3) Hours of operation are limited to Monday through Friday, 6 AM to 12 AM;
4) Any changes in the scope of operations (hours of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
5) Compliance with Engineering, Traffic Engineering, Urban Forestry and Fire Comments, as noted in the staff report, as well as permitting of any proposed or required improvements.

WHEREAS, the City Council finds that the Conditional Use Permit request:

A. Is consistent with all applicable requirements of the Unified Development Code (UDC), including:
    a. Any applicable development standards; and
    b. Any applicable use regulations
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property; and
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission considered:
    a. The location, type and height of buildings or structures;
    b. The type and extent of landscaping and screening;

c. Lighting;
d. Hours of operation; and
e. Other conditions that might require mitigation of the adverse impacts of the proposed development.

E. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
F. Is designed to minimize the impact on storm water facilities;
G. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
H. Shall not be detrimental to or endanger the public health, safety or general welfare.
I. The proposed use will meet City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1) Submittal of a compliant legible site plan to Planning & Zoning staff;
2) Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3) Hours of operation are limited to Monday through Friday, 6 AM to 12 AM;
4) Any changes in the scope of operations (hours of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
5) Compliance with Engineering, Traffic Engineering, Urban Forestry and Fire Comments, as noted in the staff report, as well as permitting of any proposed or required improvements.

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

adopted:

_____

Lisa Lambert, City Clerk

Natasha Pleasant
611 Shannon Street
Council District 5

Joel Daves

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

August 30, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on August 17, 2023 considered the request of Natasha Pleasant for a Conditional Use Permit to allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District for the property located at 611 Shannon Street.

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

1. Submittal of a compliant legible site plan to Planning & Zoning staff;
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Hours of operation are limited to Monday through Friday, 6 AM to 12 AM;
4. Any changes in the scope of operations (hours of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
5. Compliance with Engineering, Traffic Engineering, Urban Forestry and Fire Comments, as noted in the staff report, as well as permitting of any proposed or required improvements.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 22, 2023

Natasha Pleasant
611 Shannon Street
Mobile, Alabama 36602

Re: 611 Shannon Street
ZON-CUP-002562-2023
Natasha Pleasant
District 5
Conditional Use Permit approval to allow a home-based child daycare for 7-12 children in an R-1, Single-Family Residential Suburban District.

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

At its meeting on August 17, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following findings of fact to support that the Conditional Use Permit request:

A. Is consistent with all applicable requirements of the Unified Development Code (UDC), including:
    a. Any applicable development standards; and
    b. Any applicable use regulations
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property; and
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission considered:
    a. The location, type and height of buildings or structures;
    b. The type and extent of landscaping and screening;
    c. Lighting;
    d. Hours of operation; and
    e. Other conditions that might require mitigation of the adverse impacts of the proposed development.
E. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
F. Is designed to minimize the impact on storm water facilities;

G. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
H. Shall not be detrimental to or endanger the public health, safety or general welfare.
I. The proposed use will meet City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Based on the above findings of fact, the Planning Commission voted to recommend Approval of the Conditional Use Permit to the City Council, subject to the following conditions:

1) Submittal of a compliant legible site plan to Planning & Zoning staff;
2) Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3) Hours of operation are limited to Monday through Friday, 6 AM to 12 AM;
4) Any changes in the scope of operations (hours of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
5) Compliance with Engineering, Traffic Engineering, Urban Forestry and Fire Comments, as noted in the staff report, as well as permitting of any proposed or required improvements.

The advertising fee for this application based on the current legal description is $374.68. 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

In Favor Of / Opposition Form

Natasha Pleasant

Application File Number/Name ZON-CUP-002562-2023

Name	Address/Phone	For	Against
Clara Dewitt	2462 Lilac Ave. 251-478-9149		X

York, Marie

From: natasha pleasant <npleasant72@gmail.com>
Sent: Thursday, August 10, 2023 8:58 AM
To: York, Marie
Subject: Re: Daycare Hours of Operation
Attachments: image001.jpg

CAUTION: External Email

Yes ma'am My hours of operation is Monday-Friday 6am-12am

On Thu, Aug 10, 2023, 8:53 AM York, Marie <marie.cross@cityofmobile.org> wrote:

> Ms. Pleasant –
>
> Good morning!
>
> Staff is finishing reports for next week's Planning Commission meeting, and I do not see what your hours of operation are. Can you please provide me this information to be included in the staff report?
>
> Thank you,

Marie York

Principal Planner

Planning & Zoning

Build Mobile

marie.york@cityofmobile.org

(251) 208-5895

COMMNITY MEETING SUMMARY

FOR: 611 SHANNON STREET

Three neighbors attended this community meeting held at the main branch of the Mobile Public library located in downtown Mobile, Alabama.

The main concern of the neighbors was:

1. The increase in traffic

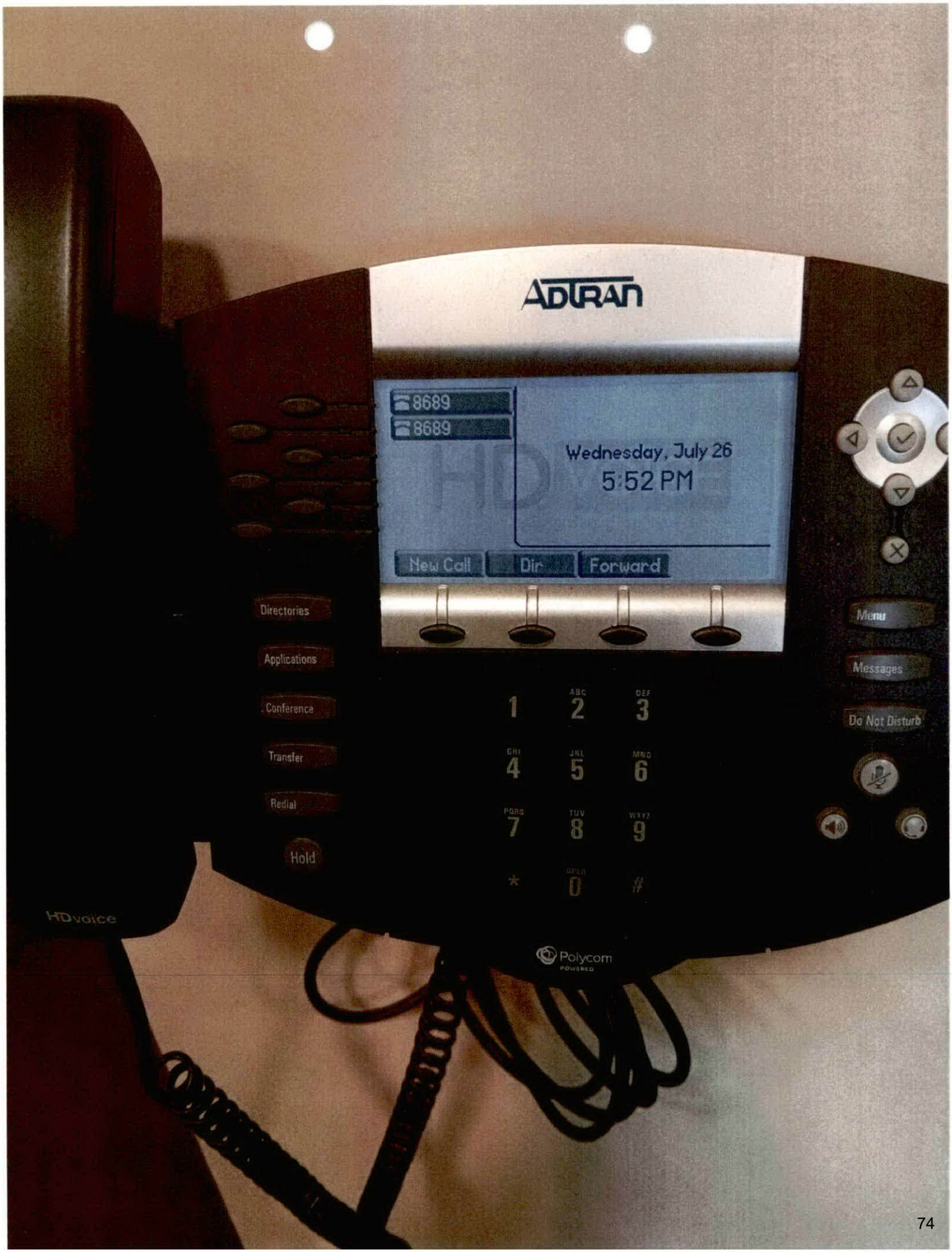
The neighbors in attendance lived in the back of the 611 Shannon Street property on Iris Avenue. Therefore, they will not be affected by the traffic flow at all.

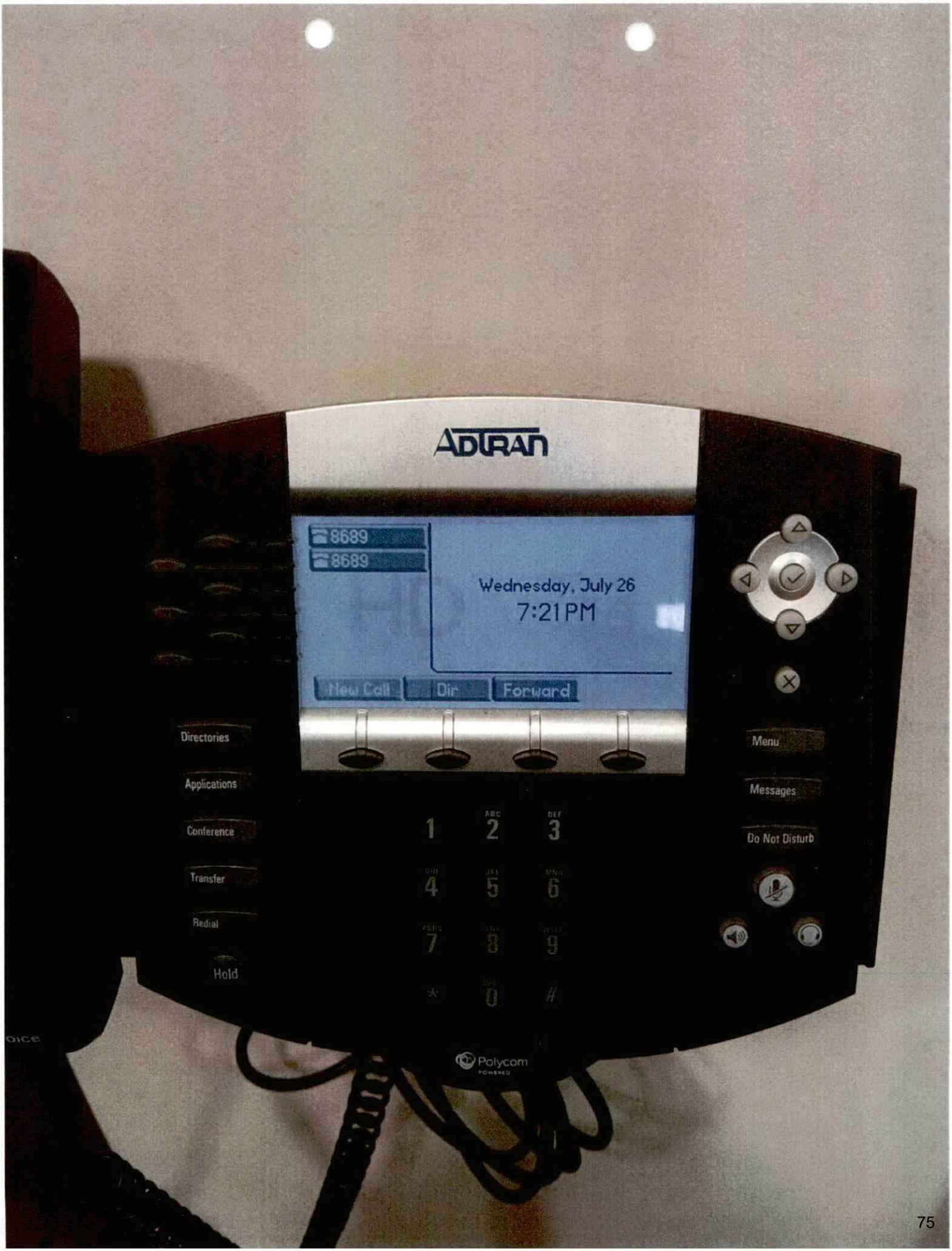
However, to address the issue concerning the traffic flow the blueprints were used to demonstrate the required additional parking on Shannon Street and how parents would be required to utilize the additional parking for drop-off and pick up.

Neighborhood Meeting Sign-In

Meeting Date/Time: June 12, 2023 @ 6pm
Location: Ben Mays Library (Armbrecht-Briskman Meeting Room)
701 Government St Mobile, AL 36602
Contact Natasha Pleasant 251- 479-5732

Name (Print)	Signature	Address	Phone	Email
Tom BROOKS	Thom P. Brooks	706 IRIS AVE	251-533-4036	TBROOKS2040@YAHOO.COM
Shannon O'Rourke	Shannon O'Rourke	2458 Lilac Ave	251-753-4917	seogarris@outlook.com
Patti O'Rourke	Patti O'Rourke	463 Pinehill Dr	251-753-0088	Pborourke@gmail.com


ADTRAN
8689
8689
Wednesday, July 26
5:52 PM
New Call
Dir
Forward
Directories
Applications
Conference
Transfer
Redial
Hold
Menu
Messages
Do Not Disturb
1
2 ABC
3 DEF
4 GHI
5 JKL
6 MNO
7 PQRS
8 TUV
9 WXYZ
*
0 OPER
#
HDvoice
Polycom


ADTRAN
8689
8689
Wednesday, July 26
7:21 PM
New Call
Dir
Forward
Directories
Applications
Conference
Transfer
Redial
Hold
Menu
Messages
Do Not Disturb
1
2
3
4
5
6
7
8
9
*
0
#
Polycom

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 24, 2023

Natasha Pleasant
611 Shannon Street
Mobile, Alabama 36606

Re: 611 Shannon Street
ZON-CUP-002562-2023
Natasha Pleasant
District 5
Conditional Use Permit approval to allow a home-based child daycare for 7-12 children in an R-1, Single-Family Residential Suburban District.

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

At its meeting on July 20, 2023, the Planning Commission considered the above referenced application.

This application was administratively heldover to the August 17, 2023, Planning Commission meeting.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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


NEIGHBORHOOD MEETING
JULY 26, 2023
6:00PM
701 Government Street
Mobile, AL. 36602
In the Armbrecht-Briskman Meeting Room
Natasha Pleasant
251-479-5732
Applying for a Conditional Use Permit
CONDITIONAL USE REQUESTED
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
251-208-5895


NEIGHBORHOOD MEETING
JULY 26, 2023
6:00PM
701 Government Street
Mobile, AL. 36602
In the Armbrecht-Briskman Meeting Room
Natasha Pleasant
251-479-5732
Applying for a Conditional Use Permit
CONDITIONAL USE REQUESTED
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
251-208-5895

MOBILE CITY PLANNING COMMISSION
June 27, 2023
PUBLIC HEARING NOTICE

Re: 611 Shannon Street
ZON-CUP-002562-2023
Natasha Pleasant
District 5
Conditional Use Permit approval to allow a home-based child daycare for 7-12 children in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, July 20, 2023, at 2:00 p.m. to consider your above referenced application.

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

The proposed application is to allow a home-based daycare for 7-12 children. However, the application does not rezone the property.

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, July 19, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
June 27, 2023
PUBLIC HEARING NOTICE

Re: 611 Shannon Street
ZON-CUP-002562-2023
Natasha Pleasant
District 5
Conditional Use Permit approval to allow a home-based child daycare for 7-12 children in an R-1, Single-Family Residential Suburban District.

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, July 20, 2023, at 2:00 p.m., to consider the above referenced application.

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

The proposed application is to allow a home-based daycare for 7-12 children. However, the application does not rezone the property.

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail by 2:00 p.m. on Wednesday, July 19, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

- ■ **Conditional Use Permits** — Checklist A
- ☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
- ☐ **Planned Development** — Checklist C
- ☐ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	Natasha Pleasant	
Firm:	Pleasant Home Day Care	
Phone:	251 479-5732	
Email:	npleasant72@gmail.com	
Address:	611 Shannon St. Mobile, AL 36606	

	Owner	Design Professional
Name:	Natasha Pleasant	Mrs. Pocquilla Mc Neely
Firm:	Pleasant Home Day Care	1229 Mobile Street
Phone:	251-479-5732	Mobile, AL 36617
Email:	npleasant72@gmail.com	info@motifdesignassoc.com
Address:	611 Shannon St. Mobile, AL 36606	

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

611 Shannon St. Mobile, AL 36606
Property Address

RO22909293002035.000
Parcel Number(s) or Key Number(s)

Property Area (acres or square feet)

Residential
Present Zoning or Transect District

Commercial
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.

Natasha Pleasant
Owner Signature

6-15-23
Date

Natasha Pleasant
Applicant or Agent Signature (if applicable)

6-15-23
Date

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

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

Natasha Pleasant
Applicant or Agent Signature

6-15-23
Date

CHECKLIST A
Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

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

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

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

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

---

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

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

---

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

   The proposal aligns wiht the comprehensive plan map for Mobile by dealing with low income families, (as stated in the Mobile County comprehensive plan.)

   Yes it does fall in the (FLUM) Designation

   Future Land Use Map (FLUM) Designation

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

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

   611 Shannon St. Mobile, AL 36606 is compatiable with the city plans which includes low income families and moderate families of the surrounding neighborhood.

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

It will impact the adjacent properties and neighborhood by providing safe child care for surrounding neighborhoods at affordable

5. Please provide the following information:

☑ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
611 Shannon St Mobile, AL 36606. Family dewelling, wood structure wiht siding and height is a least 24 feet tall.

☑ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
There are hedges and shrubs alined all the way down between the propertys property line on both sides.

☑ Lighting:
There is adequate lighting around the property.

☑ Hours of operation:
6am-12am Monday -Friday

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

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

7. Describe how the proposal is designed to minimize the impact on storm water facilities.
611 Shannon St. Mobile, AL 36606 is not a flood prone area.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?
611 Shannon St Mobile, AL 36606 is served by water and sanitary sewer services by MAWSS

9. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
None of the above elements will cause an noxious or offensive problem.

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

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

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

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

2. Are there additional employees? ■ Yes ☐ No
   If yes, how many and do they reside at the home?
   One and the employee does not reside in the home

SITE PLAN AND BUILDING INFORMATION

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

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

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

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

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

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

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

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   June 12, 2023 @ 701 Government St. Mobile, AL 36602

2. What information was presented at the meeting?
   None- The items that would have been discussed was the site plan of the child care building and the increase in the number of children.

3. What concerns were raised during the meeting?
   None- Do to the absents of the attendees.

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   No response was raised due to the absents of the attendees.

No one showed up for the neighborhood meeting. N.P.

Neighborhood Meeting Sign-In

Meeting Date/Time: June 12, 2023 @ 6pm

Location: Ben Mays Library (Armbrecht-Briskman Meeting Room)

701 Government St Mobile, AL 36602

Contact Natasha Pleasant 251- 479-5732

Name (Print)	Signature	Address	Phone	Email
Natasha Pleasant	Natasha Pleasant	1411 Shannon St. Mobile, AL 36606	(251) 401-2831	npleasant720gmail.com


NEIGHBORHOOD
MEETING
JUNE 12, 2023
6:00PM
701 Government Street
Mobile, AL. 36602
In the Armbrecht-Briskman
Meeting Room
Natasha Pleasant
251-479-5732



June 2, 2023 4:54 PM Edit

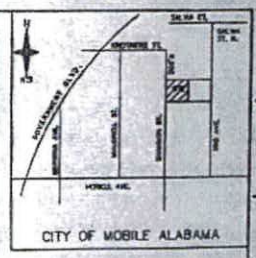
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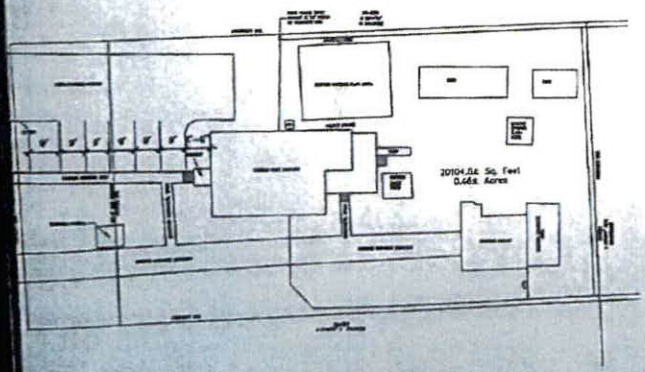
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LOCATION MAP
N.T.S.



ARCHITECTURAL SITE PLAN
PREPARED FOR

GENERAL SITE PLAN NOTES

- ALL DIMENSIONS ARE IN FEET UNLESS NOTED OTHERWISE.
- EXISTING LAND SURVEY, BUILDING SIZE AND PLACEMENT PROVIDED BY THE OWNER.
- THIS DRAWING HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE OWNER FOR THE PURPOSE EXPRESSLY NOTIFIED TO THE DESIGNER. ANY OTHER PERSON OR ENTITY WHO USES OR REUSES THE PLAN WITHOUT THE DESIGNER'S CONSENT SHALL DO AT THEIR OWN RISK & NO RESPONSIBILITY IS ACCEPTED BY THE DESIGNER FOR SUCH USE OR RELIANCE.
- THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION.
- ANY CONFLICTS, DIMENSIONS, OR INCONSISTENCIES ON THIS DRAWING AND ANY VARIATIONS OR DISCREPANCIES BETWEEN THE DRAWINGS AND ACTUAL SITE AND CONSTRUCTION CONDITIONS AND/ OR REQUIREMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER.

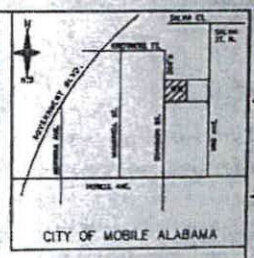
OWNER:

DESIGNER:

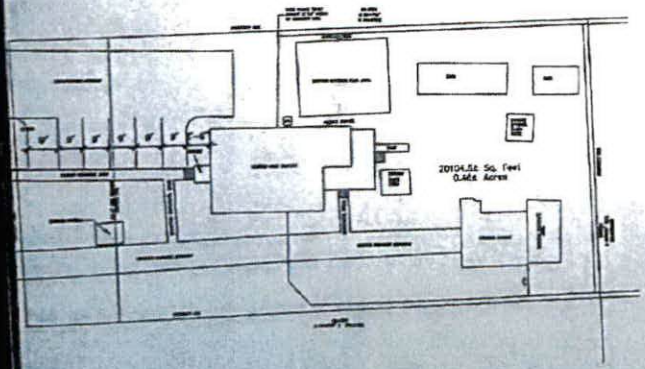
DESCRIPTION:

PLEASANT RESIDENCE
611 SHANNON STREET
MOBILE, AL 36606

AL1.1



LOCATION MAP
N.T.S.



GENERAL SITE PLAN NOTES

- ALL DIMENSIONS ARE IN FEET UNLESS NOTED OTHERWISE.
- EXISTING LAND SURVEY, BUILDING SIZE AND PLACEMENT PROVIDED BY THE OWNER.
- THIS DRAWING HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE OWNER FOR THE PURPOSE EXPRESSLY NOTED TO THE DESIGNER. ANY OTHER PERSON OR ENTITY WHO USES OR REUSES THE PLANS WITHOUT THE DESIGNER'S EXPRESS WRITTEN CONSENT SHALL DO SO AT SUCH OWN RISK AND NO RESPONSIBILITY IS ACCEPTED BY THE DESIGNER FOR SUCH USE OR REUSE.
- THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION.
- ANY ERRORS, OMISSIONS, OR INCONSISTENCIES ON THIS DRAWING AND ANY VARIATIONS OR AMBIGUITIES BETWEEN THE DRAWINGS AND ACTUAL SITE AND CONSTRUCTION CONDITIONS AND/OR REQUIREMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER.

ARCHITECTURAL SITE PLAN
PREPARED FOR

OWNER:

PREPARED BY

DESIGNER:

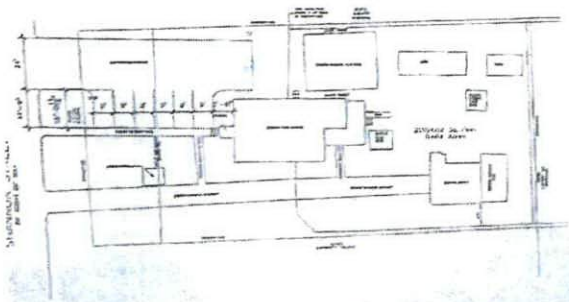
DESCRIPTION:

PLEASANT RESIDENCE
611 SHANNON STREET
MOBILE, AL 36606

AL1.1



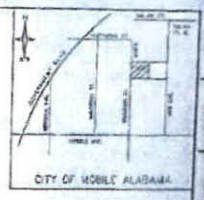
LOCATION MAP



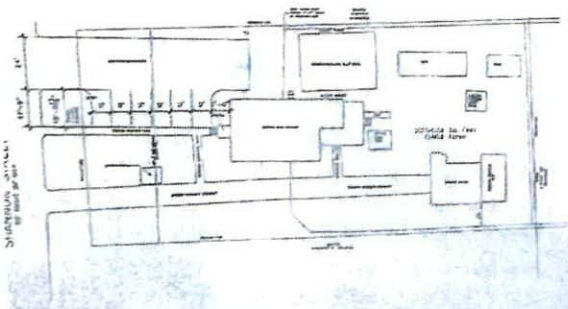
GENERAL SITE PLAN NOTES

ARCHITECTURAL SITE PLAN

PLEASANT RESIDENCE



LOCATION MAP



GENERAL SITE PLAN NOTES

ARCHITECTURAL SITE PLAN

PLEASANT RESIDENCE

Jakayla & Nakia Isaac
3347 Winford Dr
Mobile, AL 36619

Charles M. Bowen
3308 Hilcrest Ln
Mobile, AL 36693

Barbara & Leland Jones
5254 Lott Road
Eight Mile, AL 36613

Andrew & Nancy Tanner
114 Ridgelawn Dr. E
Mobile, AL 36608

Heyer Properties, LLC
1356 Dauphin St
Mobile, AL 36604

Alex Calvillo
2308 East Rd
Mobile, AL 36693

David & Brenda Harrub
33500 Harrub Ln
Spanish Fort, AL 36527

Richard & Rebecca Scott
C/O Big Mac LLC
3975 Pinebrook Dr. S
Mobile, AL 36608

Delonica Johnson
816 Ingleside Dr.
Mobile, AL 36608

Jackie Ludgood
2559 Kreitner St
Mobile, AL 36606

Brandon McIntosh
709 Iris Av
Mobile, AL 36606

Timothy Poellnitz
707 Iris St
Mobile, AL 36606

Nina M. Lucky
705 Iris Av
Mobile, AL 36606

Nick & Iphigenia Lukes
2461 Lilac Av
Mobile, AL 36606

Carl K. Christopher
2464 Lilac Av
Mobile, AL 36606

Patricia & Willie Stewart
2513 Salvia Ct
Mobile, AL 36606

Barbara Butler
2511 Salvia Ct
Mobile, AL 36606

Jeremiah Ward
2507 Salvia Ct
Mobile, AL 36606

Samuel Brown, Jr.
2503 Salvia Ct
Mobile, AL 36606

Katina Jackson
P.O. Box 1066
Mobile, AL 36633

Christopher Hetherington
1469 Houston St
Mobile, AL 36606

Bennie M. Lyons
614 Iris Av
Mobile, AL 36606

Burton & Nina Johnson
616 Iris Av
Mobile, AL 36606

Thomas P. Brooks
706 Iris Av
Mobile, AL 36606

Felisha & Clinton Carstarphen
708 Iris Av
Mobile, AL 36606

Donald L. Cooper, Jr.
710 Iris Av
Mobile, AL 36606

Isadore Williams
712 Iris Av
Mobile, AL 36606

Kyley R. Dalby
659 Shannon St
Mobile, AL 36606

Wanda Rochelle Seltzer
653 Shannon St
Mobile, AL 36606

Beaufort Lynn Nye
651 Shannon St
Mobile, AL 36606

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Edward & Patricia Britt
10175 Browning Place Ct
Mobile, AL 36608

John & Pamela Lane
2550 Kreitner St
Mobile, AL 36606

Ashley Lynn Johnson
Penny Marie Townsend
2556 Kreitner St.
Mobile, AL 36606

Johnielle Barren
Devita Barren
600 Shannon St
Mobile, AL 36606

Michael Jerome Hill
606 Shannon St
Mobile, AL 36606

Kevin Snyder
608 Shannon St
Mobile, AL 36606

Randolph O. Stidham
610 Shannon St
Mobile, AL 36606

Kirk Douglas
Aretha McMeans
653 Mandrell St
Mobile, AL 36606

John Anthony Guy
651 Mandrell St
Mobile, AL 36606

Kenneth Powell, Sr.
609 Mandrell St.
Mobile, AL 36606

Lamar Jackson, Sr.
605 Mandrell St
Mobile, AL 36606

Brenda Brown, Ferdinand Ronald, Sr.
Donald Carmenetta, Annette Morales
2503 Salvia Ct
Mobile, AL 36606

Natasha Pleasant
611 Shannon St.
Mobile, AL 36606

Étiquettes faciles à peler

Agenda Item # 1 - HOLDOVER

ZON-CUP-002562-2023

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

Applicant Materials for Consideration

DETAILS

Location:
611 Shannon Street

Property Owner:
Natasha Pleasant

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

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

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

Proposal:

- Conditional Use Permit to allow a home-based daycare with up to 12 children in an R-1, Single-Family Suburban District.

Commission Considerations:

1. To allow a home-based daycare with three (3) conditions.

Report Contents: **Page**

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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by single family residential units.

APPLICATION NUMBER 1 DATE August 17, 2023

APPLICANT Natasha Pleasant

REQUEST Conditional Use

N

NTS

HOLDOVER COMMENTS

The application was heldover from the Planning Commission's July 20th meeting allow the applicant to hold a compliant neighborhood meeting, with compliant notifications. The applicant has since had a compliant neighborhood meeting, with all of the required notices being provided. The applicant has provided the required documentation from the neighborhood meeting, which indicates that three (3) individuals attended.

SITE HISTORY

The subject site was before the Planning Commission at its November 17, 2022 meeting as part of a 2-lot Subdivision, which was approved and subsequently recorded in Probate Court.

The site has never been before the Board of Adjustment.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

The adopted fire code of the City of Mobile, International Fire Code 2021 Edition, defines a commercial daycare as an I-4 occupancy -definition- buildings and structures occupied by more than five persons of any age who receive custodial care for less than 24 hours by persons other than parents or guardians; relatives by blood, marriage, or adoption; and in a place other than the home of the person cared for.

The adopted Fire Code states that all Group I occupancies require a sprinkler system to be installed.

There is an exception to this rule, which states that a sprinkler system is not required if the day care is at the level of exit discharge and where every room where care is provided has not fewer than one exterior exit door. This exception changes the occupancy classification to that of an E-day care facility.

Whether the classification is that of an I or E providing care for more than 5 children makes the facility a commercial business and will require building permits to meet all code requirements. A pre-development meeting is recommended to assist the owner in understanding what will be required to open such a facility inside a private residence.

Planning Comments:

It should be noted that the applicant submitted a site plan with their application, however many of the notes on the site plan are illegible, therefore, if approved, the applicant should be required to provide a legible site plan to staff.

The applicant wishes to operate a home-based daycare with up to twelve (12) children. Home-based daycares are required to provide off-street parking spaces in the amount of two (2) per dwelling unit, one (1) per each employee who does not live at the location, and one (1) space for every three (3) children. The applicant states there will be one (1) employee who does not live at the location, making for a minimum of seven (7) spaces being required. The site plan submitted depicts six (6) parking spaces in addition to a driveway that appears to terminate in a garage which can accommodate two (2) vehicles for the dwelling, thus providing compliant parking. The site plan also depicts compliant access and maneuvering spaces for the proposed parking spaces. It should be noted that none of the parking spaces are shown as being handicap accessible, as may be required by Building Code.

The applicant has advised that the hours of operation for the daycare will be Monday through Friday, 6 AM to 12 AM. It should be noted that if the applicant wishes to increase their hours of operation in the future, a new Conditional Use Permit application will be required.

Home-based daycares are required to have an outdoor play area enclosed by a four-foot (4') tall fence or wall. As mentioned previously, the site plan submitted is difficult to read, therefore it is difficult to determine if the applicant will comply with this requirement. If approved, a site plan clearly depicting a compliant outdoor play area will be required.

It should be noted that if approved, the proposed daycare will be required to comply with Building, Plumbing, Electrical, and Mechanical Codes, in addition to Fire and Health Department requirements, with all appropriate permits and inspections.

CONDITIONAL USE PERMIT CONSIDERATIONS

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

Article 5, Section 6-E. of the Unified Development Codes states the City Council shall not approve an Application for Conditional Use Permit unless the proposed use:

1. Is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:

   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. 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.
11. Criteria by Use. The Planning Commission and City Council shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Conditional Use Permits

involving the following uses. In considering a Conditional Use Permit, the Planning Commission and City Council may attach such reasonable conditions and safeguards in addition to those set forth in this section, as they may deem necessary to implement the purposes of this Chapter.

In addition to the general standards of review above, there are criteria specific to home-based daycares with between 7-12 children, which include:

1. All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
2. The following minimum amount of off-street parking must be provided:

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

3. The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required by applicable regulations of the Department of Human Resources.
4. The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required by applicable regulations of the Department of Human Resources.
5. The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height.
6. The home must be the primary residence of the operator of the daycare.

Considerations:

Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following findings of fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:

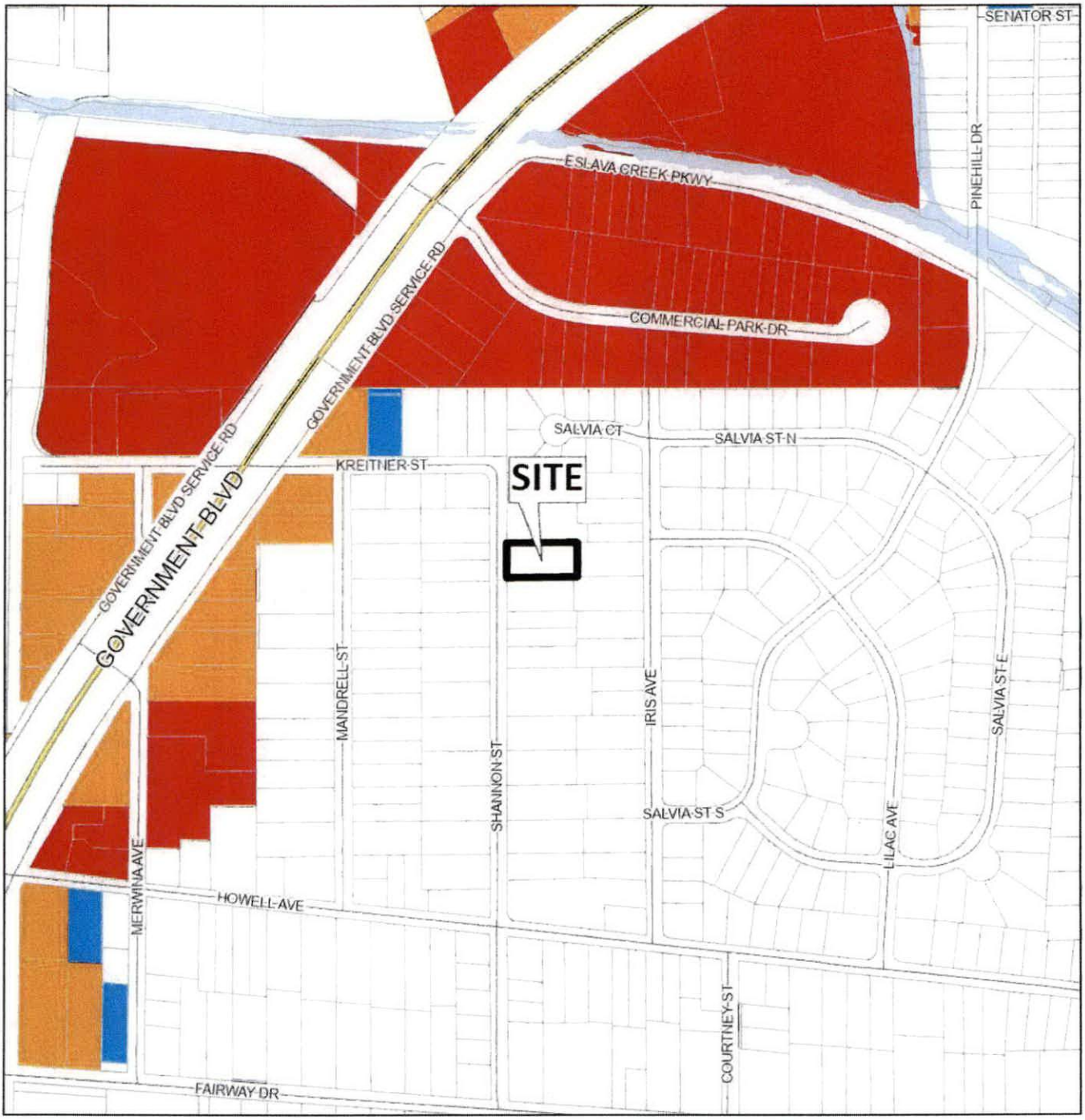
   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If the application is considered for approval, it should be subject to the following conditions:

1) Submittal of a compliant legible site plan to Planning & Zoning staff;
2) Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3) Hours of operation are limited to Monday through Friday, 6 AM to 12 AM; and
4) Any changes in the scope of operations (hours of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval.

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE August 17, 2023

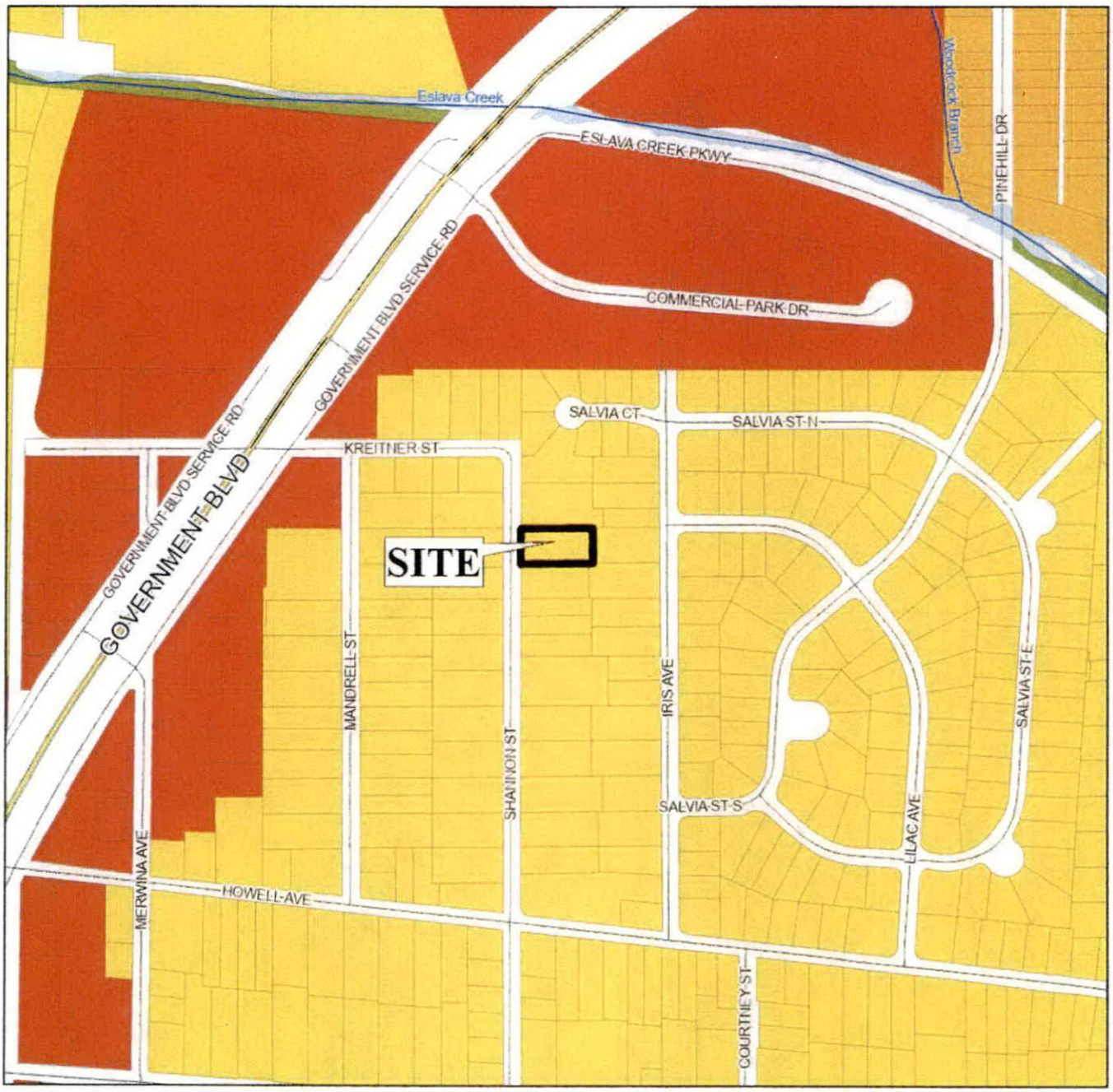
APPLICANT Natasha Pleasant

REQUEST Conditional Use

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE August 17, 2023

APPLICANT Natasha Pleasant

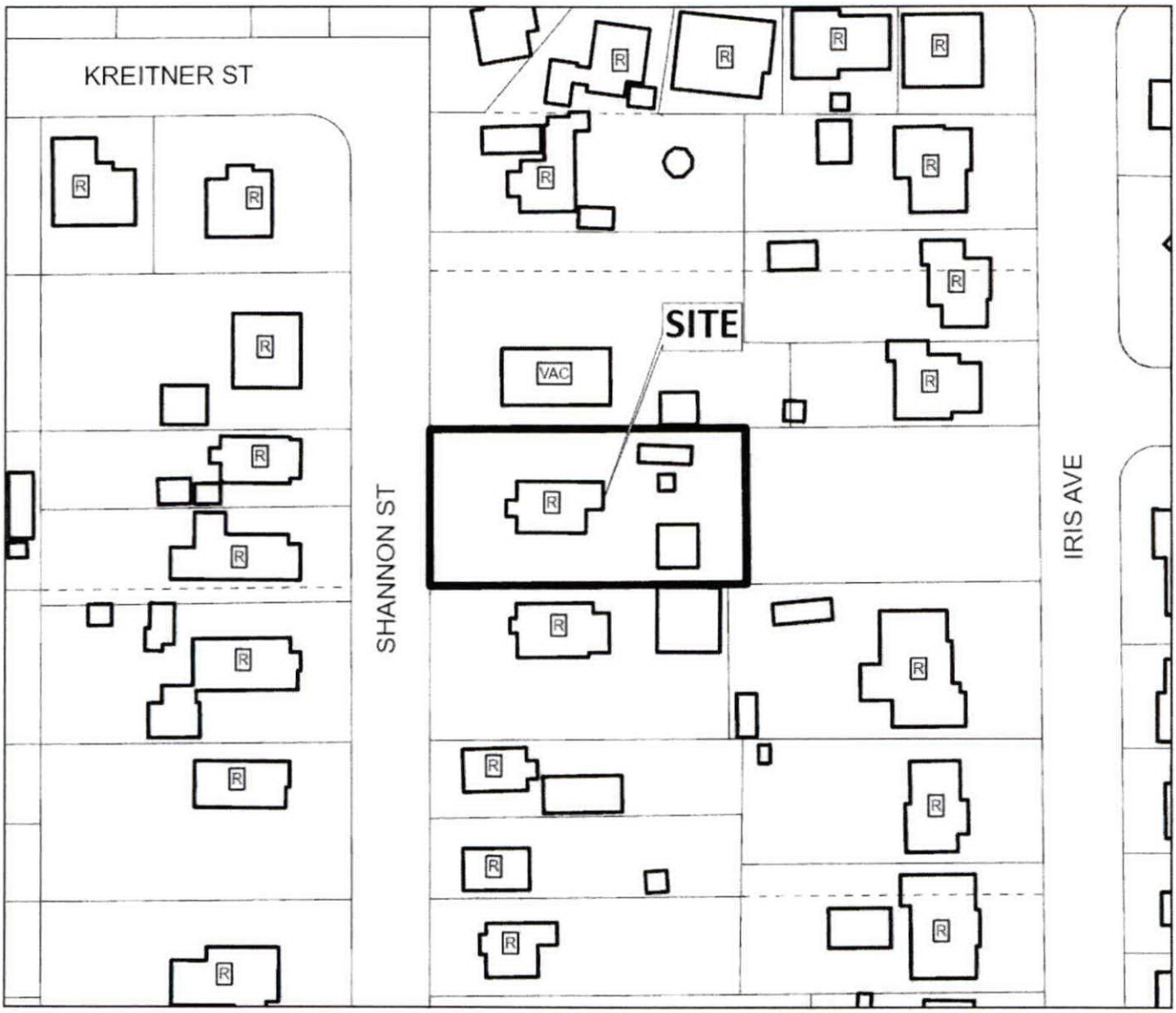
REQUEST Conditional Use

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 single family residential units.

APPLICATION NUMBER 1 DATE August 17, 2023

APPLICANT Natasha Pleasant

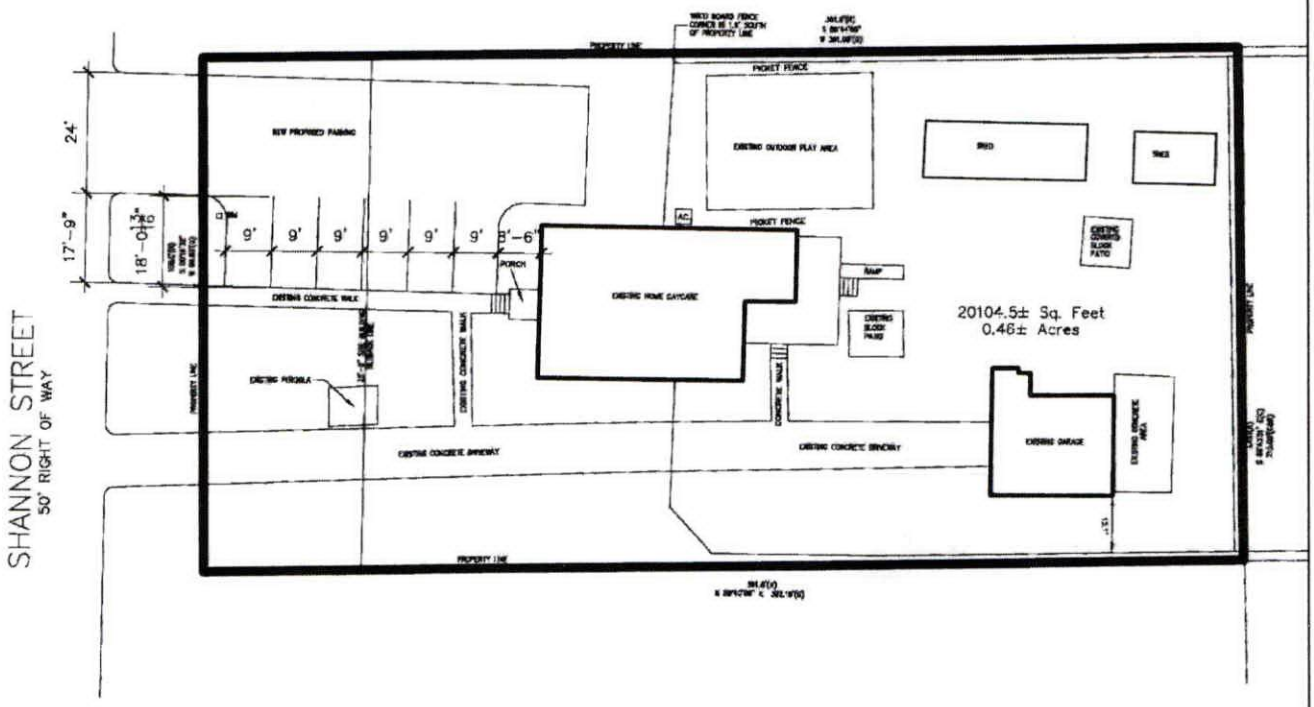
REQUEST Conditional Use

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

N

NTS

SITE PLAN



The site plan illustrates the existing buildings, play area, driveway, and proposed new parking.

APPLICATION NUMBER 1 DATE August 17, 2023	N
APPLICANT Natasha Pleasant	
REQUEST Conditional Use	
	NTS

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

Zoning District Correspondence Matrix

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

LOW DENSITY RESIDENTIAL (LDR)

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

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

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

Agenda Item #: 10

ZON-CUP-002562-2023

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

Applicant Materials for Consideration

DETAILS

Location:
611 Shannon Street

Property Owner:
Natasha Pleasant

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

Proposed Zoning (as applicable):
N/A

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

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

Proposal:

- Conditional Use Permit to allow a home-based daycare with up to 12 children in an R-1, Single-Family Suburban District.

Commission Considerations:

1. Holdover

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 6

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by single family residential units.

APPLICATION NUMBER 10 DATE July 20, 2023

APPLICANT Natasha Pleasant

REQUEST Conditional Use

N

NTS

SITE HISTORY

The subject site was before the Planning Commission at its November 17, 2022 meeting as part of a 2-lot Subdivision, which was approved and subsequently recorded in Probate Court.

The site has never been before the Board of Adjustment.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

The adopted fire code of the City of Mobile, International Fire Code 2021 Edition, defines a commercial daycare as an I-4 occupancy -definition- buildings and structures occupied by more than five persons of any age who receive custodial care for less than 24 hours by persons other than parents or guardians; relatives by blood, marriage, or adoption; and in a place other than the home of the person cared for.

The adopted Fire Code states that all Group I occupancies require a sprinkler system to be installed.

There is an exception to this rule, which states that a sprinkler systems is not required if the day care is at the level of exit discharge and where every room where care is provided has not fewer than one exterior exit door. This exception changes the occupancy classification to that of an E-day care facility.

Whether the classification is that of an I or E providing care for more than 5 children makes the facility a commercial business and will require building permits to meet all code requirements. A pre-development meeting is recommended to assist the owner in understanding what will be required to open such a facility inside a private residence.

Planning Comments:

The applicant is requesting a Conditional Use Permit to allow a home-based daycare to have up to twelve (12) children in an R-1, Single-Family, Residential Suburban district. The applicant currently runs a home daycare at the subject site, but is limited to a maximum of 5 children.

Conditional Use Permit applications require the applicant to have a neighborhood meeting at least 21 days prior to the Planning Commission public hearing. As part of the notification requirements for the neighborhood meeting, the Unified Development Code (UDC) requires a sign to be posted and include the following information:

(1) Type of Application (Rezoning, Conditional Use, Planned Development);
(2) Applicant or Agent's valid phone number; and
(3) The time, date and location of the Neighborhood Meeting.

As required, the applicant submitted photos of the sign placed on the property to advise nearby residents of the meeting. Upon review, it was noticed that the sign did not state what type of application is to be considered. It should be noted that while the applicant did have a two-hour block reserved in a conference room at the Ben May Library, and was available to speak to neighbors, nobody attended.

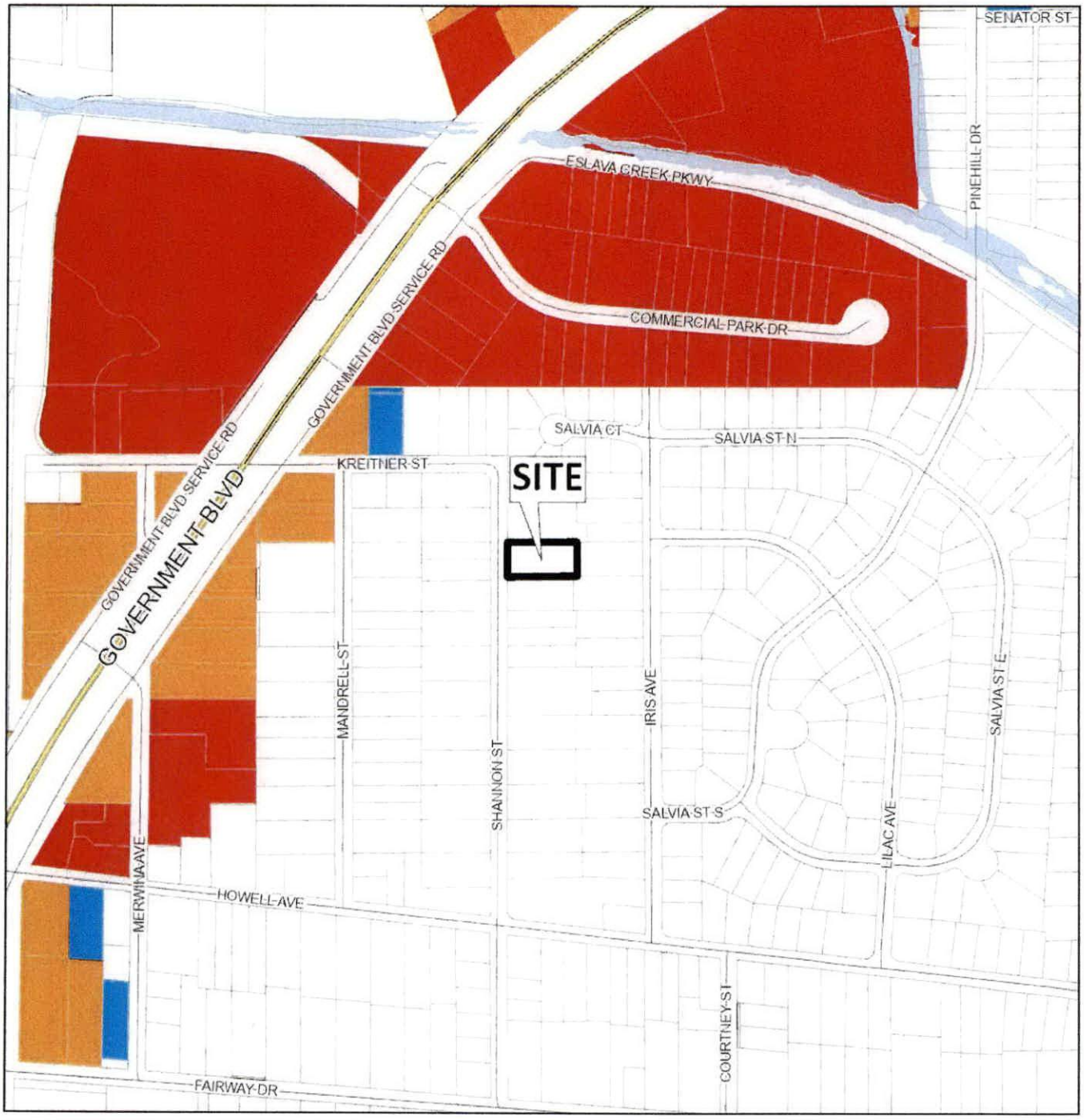
As the sign placed on the property was not compliant with the UDC, the Planning Commission cannot consider this application. Staff has advised the applicant of the need to hold a second neighborhood meeting, with proper notifications. The applicant was able to mail out letters to the required property owners to advise them of a second neighborhood meeting, so that the application can be considered at the August 17th meeting.

CONDITIONAL USE PERMIT CONSIDERATIONS

Considerations:

The Planning Commission cannot consider the subject application at this time, due to non-compliant notification of the neighborhood meeting being provided. The application should be heldover to the August 17th agenda to allow the applicant to hold a compliant neighborhood meeting, with compliant notifications.

LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE July 20, 2023

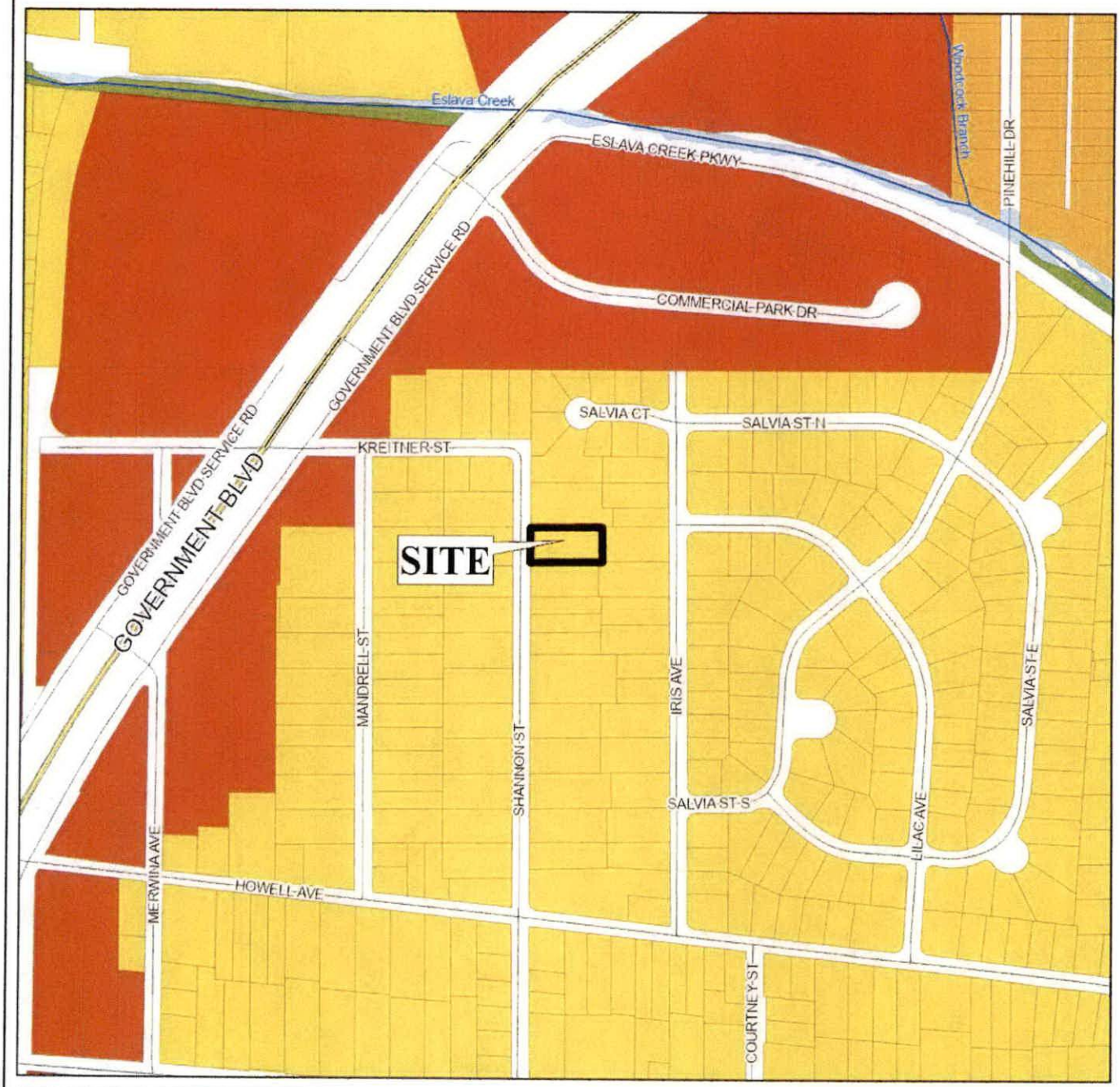
APPLICANT Natasha Pleasant

REQUEST Conditional Use

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FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE July 20, 2023

APPLICANT Natasha Pleasant

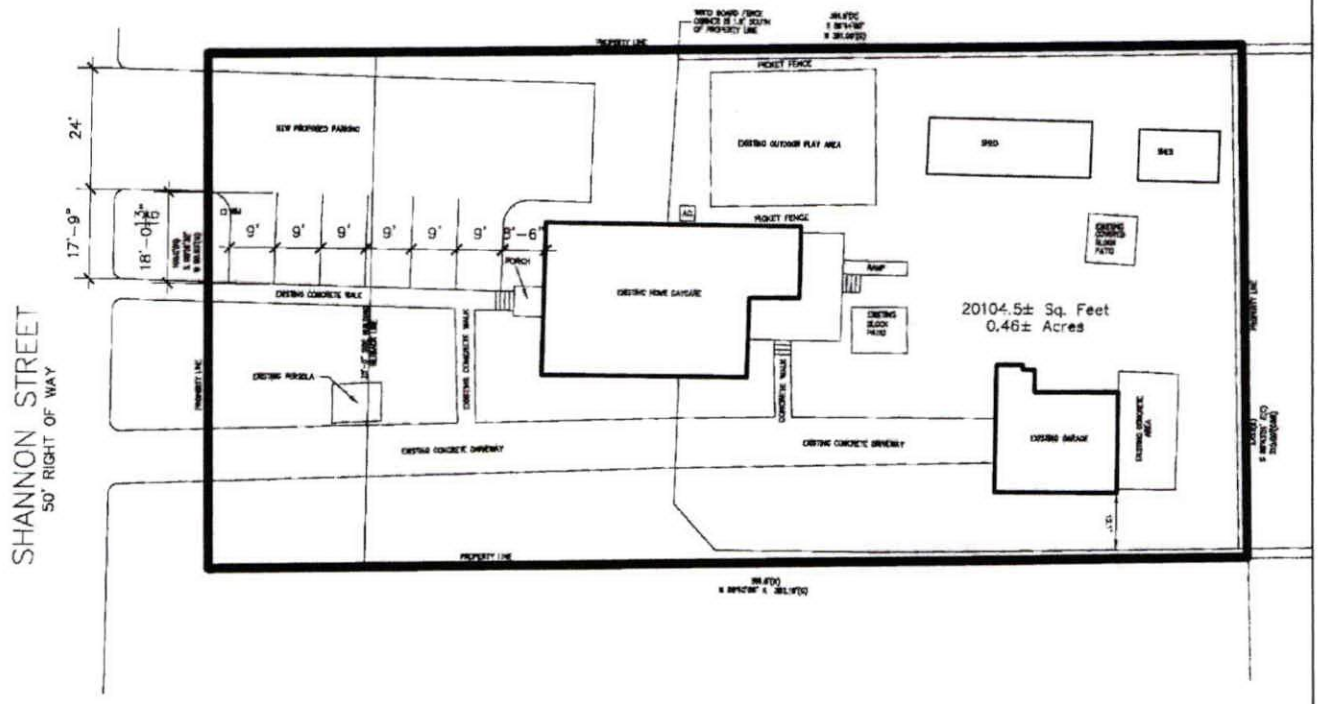
REQUEST Conditional Use

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

N

NTS

SITE PLAN



The site plan illustrates the existing buildings, play area, driveway, and proposed new parking.

APPLICATION NUMBER 10 DATE July 20, 2023 APPLICANT Natasha Pleasant REQUEST Conditional Use	N NTS

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

Zoning District Correspondence Matrix

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

LOW DENSITY RESIDENTIAL (LDR)

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

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

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AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:
Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:
Council Member - William Carroll - District 2

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

Amount of Contract:
N/A

Effective Date of Contract:
9/12/2023

Renewal Date of Contract:
9/12/2023

Funding Source

Project # 170 N Ann Street - ME-039-33 **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 - 170 N Ann Street	Cover Memo	9/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	9/7/2023 - 11:32 AM

RESOLUTION

Sponsored by: Councilmember William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **170 N Ann Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **170 N Ann Street** described as:

COM AT A PT ON SE COR OF STATE & ANN STS TH RUN SLY ALG E/L OF ANN ST NINETY (90) FT TO A PT TH IN AN ELY DIR NEARLY PAR TO STATE ST TH NLY & PAR WITH ANN ST SIXTY-EIGHT (68) FT M/L TO A PT ON S/L OF STATE ST WHICH IS ONE HUNDRED & EIGHTEEN (118) FT TO PL OF BEG #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 200

Last Assessed to: HEIR OF EDRICE CRAYTON RIVERS, C/O BRIAN C RIVERS

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
September 5, 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, September 12, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **170 N ANN STREET** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF EDRICE CRAYTON RIVERS, C/O BRIAN C RIVERS,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 06 40 0 007 200

COUNCIL DISTRICT 2 – WILLIAM CARROLL

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

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

170 N ANN ST

Property Details

PARCEL KEYX	**00749943**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**Active**	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	**Residential**	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	~~N~~ Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-11	COMMENTS	

Property Score

SCORE 68

SCORE DISCRIPTION ~~Stabilize~~ Demolition

Notes

I C

REVIEW COMMITTEE

SECURE ☐

DEMOLITION X

APPROVAL DATE _____

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 07/20/2023

Property Address: 170 N Ann Street **District No:** 2

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [ ] 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.
- [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.
- [ ] 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

Brian C Rivers
P O Box 160012
Mobile, Alabama 366916-1012

July 20, 2023

RE: **170 N Ann Street**
Project Number: ME-039-23

Dear Brian C Rivers:

On July 11, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 170 N Ann Street.

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

COM AT A PT ON SE COR OF STATE & ANN STS TH RUN SLY ALG E/L OF ANN ST NINETY (90) FT TO A PT TH IN AN ELY DIR NEARLY PAR TO STATE ST TH NLY & PAR WITH ANN ST SIXTY-EIGHT (68) FT M/L TO A PT ON S/L OF STATE ST WHICH IS ONE HUNDRED & EIGHTEEN (118) FT TO PL OF BEG #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 200

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 **September 2, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 2, 2023,** provide the Code Official with a work plan to accomplish the repairs by **September 2, 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 **September 2, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on September 12, 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 **170 N ANN STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **170 N ANN STREET** **AGENDA PHOTOS / DW**




2023/09/04


2023/09/04

NUISANCE ABATEMENT **170 N ANN STREET** **AGENDA PHOTOS / DW**




2023/09/04

NUISANCE ABATEMENT **170 N ANN STREET** **AGENDA PHOTOS / DW**




2023/09/04

NUISANCE ABATEMENT **170 N ANN STREET** **AGENDA PHOTOS / DW**

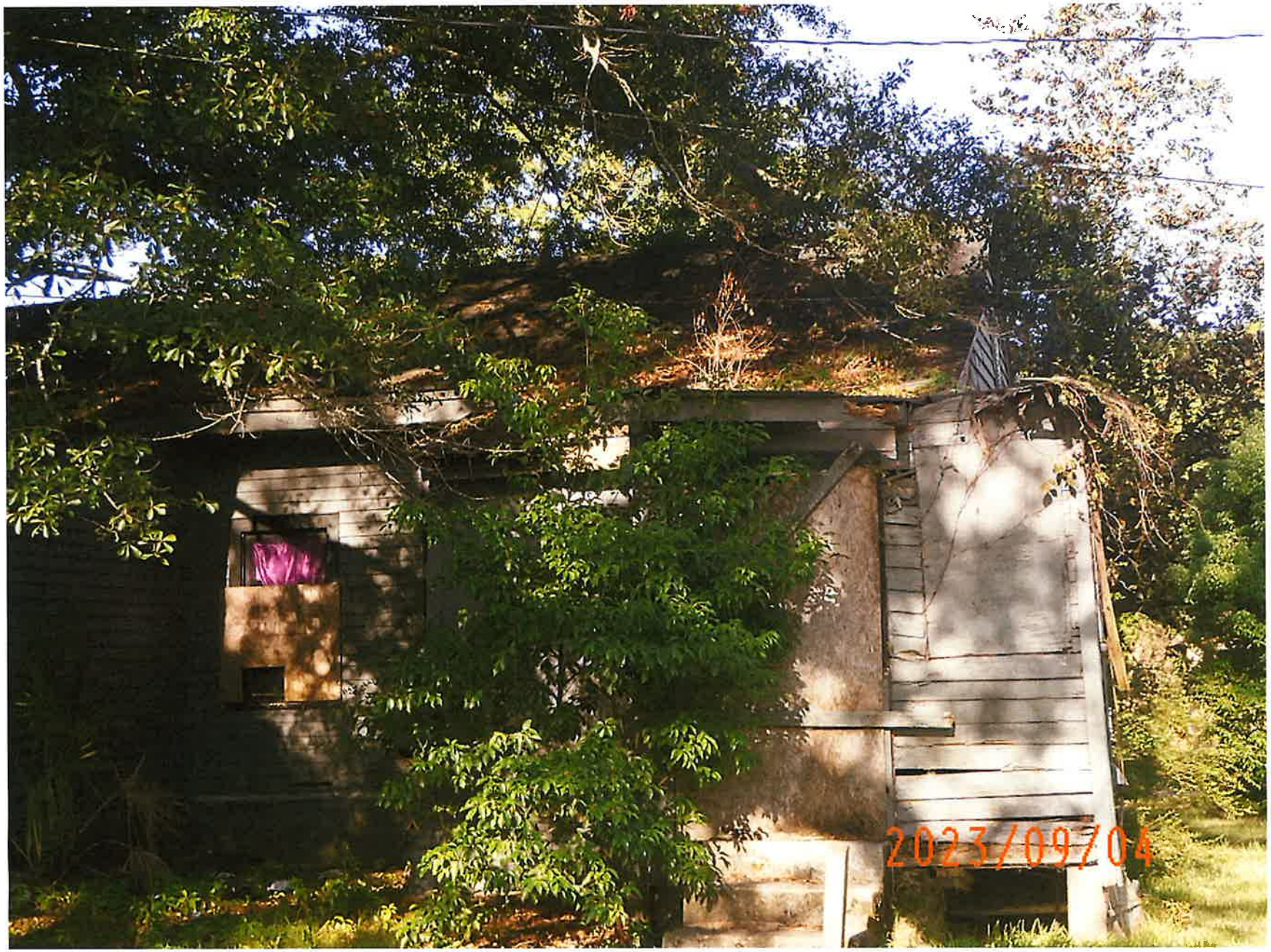



2023/09/04

NUISANCE ABATEMENT **170 N ANN STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **170 N ANN STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **170 N ANN STREET** **AGENDA PHOTOS / DW**




2023/09/04

NUISANCE ABATEMENT **170 N ANN STREET** **AGENDA PHOTOS / DW**




2023/09/04

Affidavit of Mailed Notice

Date: September 12, 2023

State of Alabama
County of Mobile

Subject Property –170 N Ann Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **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: 170 N Ann Street Date: May 23, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 18, 2023

Per the Title Report, the owners are: Heirs of Edrice Crayton Rivers

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Tomica Bradley Wiggins 2936 Palomino Dr E Mobile AL 36693-3734	Heir/ Daughter Phone number 251-605-6544 Phone number 251-635-8558
2	Brian C Rivers PO Box 160012 Mobile AL 36616-1012	Heir/Son Phone number 251-478-0861
3	Brian C Rivers 887 Grant Park Dr Mobile AL 36606-4731	Heir/Son Secondary Address
4	Leroy A Rivers 6104 Palomino Dr Mobile AL 36693-3738	Heir/Husband Phone number 251-391-7995
5	Owner 170 N Ann St Mobile AL 36603-5406	Subject Property

TAX STATUS: 2022 PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

The Declaring the Structure a Public Nuisance - Demolition.

Amount of Contract:

N/A

Effective Date of Contract:

9/12/2023

Renewal Date of Contract:

9/12/2023

Funding Source

Project # 1112 Newman Lane - ME-051-23 **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 - 1112 Newman Lane	Cover Memo	9/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	9/7/2023 - 11:35 AM

RESOLUTION

Sponsored by: Councilmember William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1112 Newman Lane** 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 **1112 Newman Lane** described as:

LOT 61 BATTOTTI PL DBK 93 P 428 #SEC 44 T3S R1W #MP22 08 44 0 019

Parcel Number: 22 08 44 0 019 100

Last Assessed to: RANITA SMITH

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
September 5, 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, September 12, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1112 NEWMAN LANE** OWNED BY OR MAY HAVE AN INTEREST: **RANITA SMITH,** 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: 22 08 44 0 019 100

COUNCIL DISTRICT 2 – WILLIAM CARROLL

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

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1112 Newman Lane

Property Details			
Parcel Key	232778	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	N	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	05-24-23	Comments	

Property Score			
Score	77	Score Description	DEMOLITION

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 07/20/2023

Property Address: 1112 Newman Lane **District No:** 2

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [ ] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [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.
- [ ] 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

MOBILE
ALABAMA

Ranita Smith
100 Michael Donald Avenue, APT 3
Mobile, Alabama 36604-2719

July 20, 2023

RE: **1112 Newman Lane**
Project Number: ME-051-23

Dear Ranita Smith:

On July 11, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1112 Newman Lane.

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

LOT 61 BATTOTTI PL DBK 93 P 428 #SEC 44 T3S R1W #MP22 08 44 0 019

Parcel Number: 22 08 44 0 019 100

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 **September 2, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 2, 2023,** provide the Code Official with a work plan to accomplish the repairs by **September 2, 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 **September 2, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on September 12, 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


2023/09/04

NUISANCE ABATEMENT **1112 NEWMAN LANE** **AGENDA PHOTOS / DW**




2023/09/04

NUISANCE ABATEMENT **1112 NEWMAN LANE** **AGENDA PHOTOS / DW**



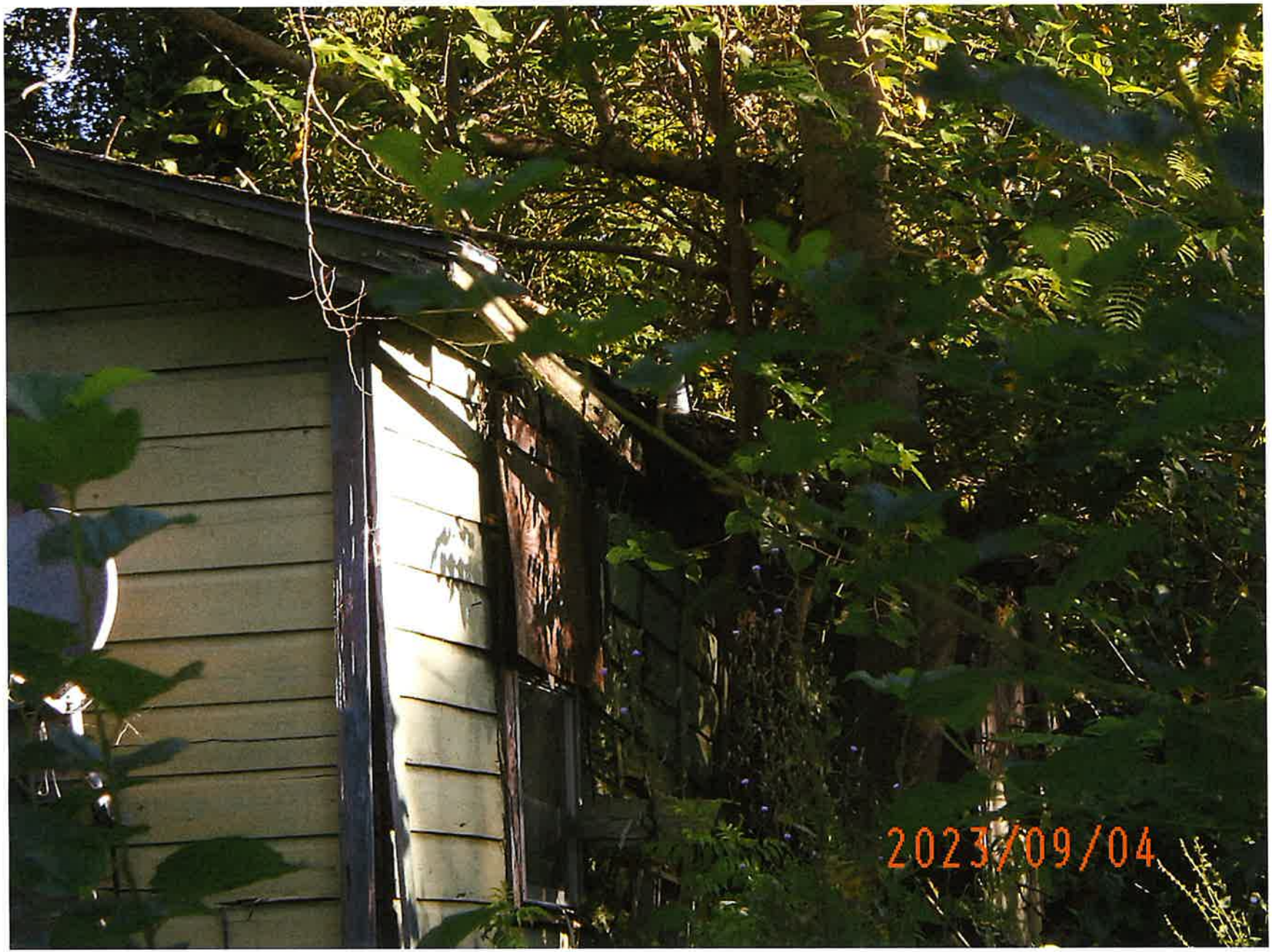

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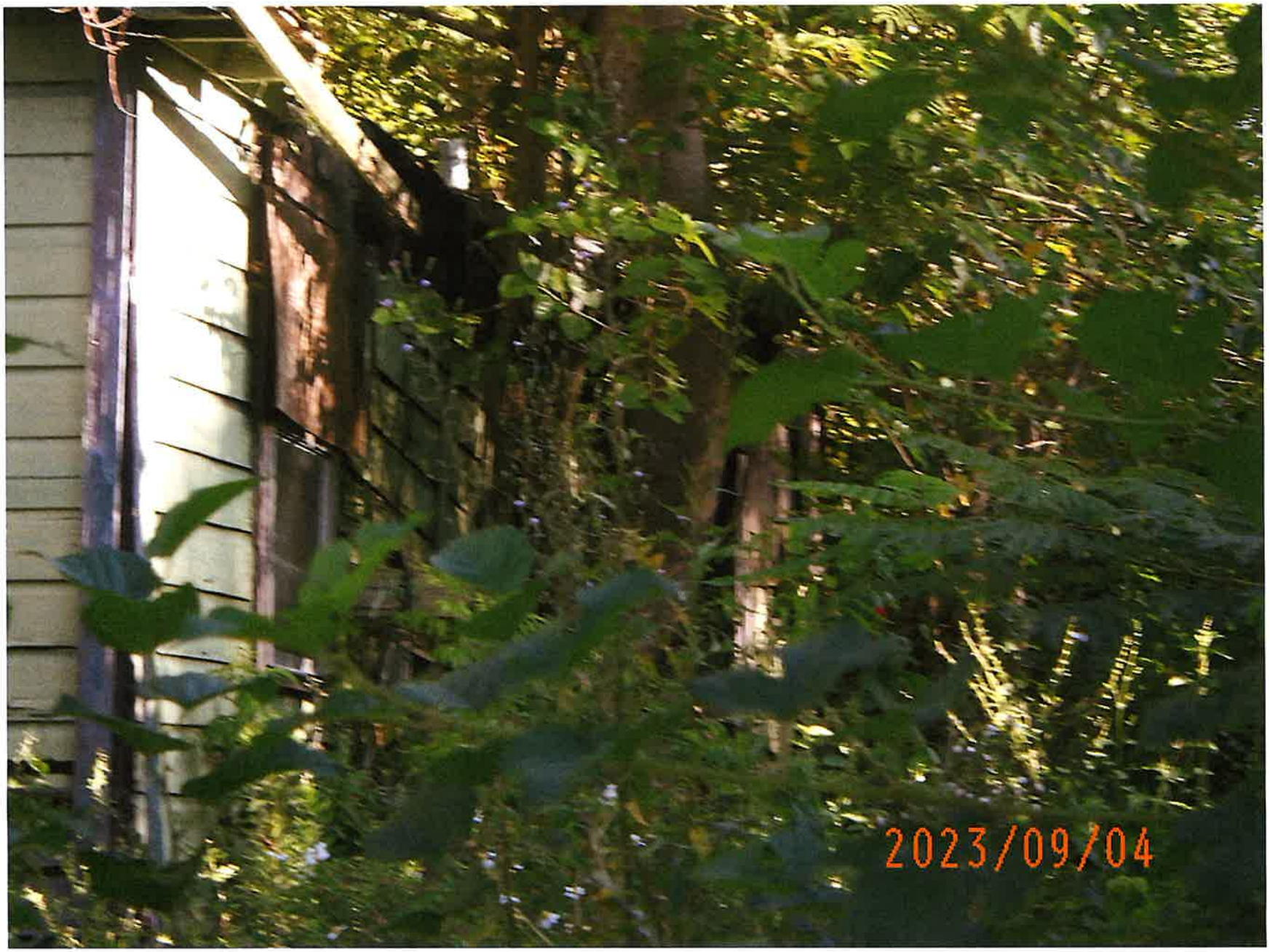
NUISANCE ABATEMENT **1112 NEWMAN LANE** **AGENDA PHOTOS / DW**




2023/09/04


2023/09/04


2023/09/04


2023/09/04


2023/09/04

Affidavit of Mailed Notice

Date: September 12, 2023

State of Alabama
County of Mobile

Subject Property –1112 Newman Lane

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 **4 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1112 Newman Lane Date: June 1, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date:

Per the Title Report, the owner is: Vincent Burden McRae, aka Jabari Abdur-Rahim and Gregory C McRae

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Gregory C McRae 435 Peace Ave NE Atlanta GA 30308-4204	Owner Phone number 404-963-2313
2	Gregory C McRae 1112 Newman Lane Mobile AL 36610-2539	Subject Address
3	Jabari Rahm 1929 Shelton Beach Rd Ext Mobile AL 36618-2233	Owner Phone number 251-391-5176

TAX STATUS: TAX DEED – 2022 CURRENT

4	Ranita Smith 100 Michael Donald Ave, Apt E Mobile AL 36604-2719	Tax Deed unrecorded dated September 19, 2022, # 7701 for 2018, 2019 & 2021 tax years. Phone number 251-513-5637 Phone number 251-382-8813 Phone number 251-271-0094 Phone number 251-479-3337

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:
Ricardo Woods

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
To provide funding to the USA Whiddon College of Medicine for construction of a new state-of-the-art education and research building, increasing capacity of enrollment which will provide more doctors and medical treatment options for our community.

Amount of Contract:
10,000,000.00 total over a period of 10 years

Effective Date of Contract:
10/10/2023

Funding Source

Project # EC DEV 0007		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION	Resolution Letter	10/5/2023
agreement	Cover Memo	10/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	10/5/2023 - 2:47 PM
Legal	Kern, Chris	Approved	10/5/2023 - 2:40 PM

Mayors Office	Montgomery, Brandi	Approved	10/5/2023 - 3:02 PM
Legal	Kern, Chris	Approved	10/5/2023 - 2:41 PM

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, it is beneficial to the City of Mobile and serves a public purpose to provide funding to the University of South Alabama Whiddon College of Medicine for construction of a new state-of-the-art education and research building, and expand the enrollment in the Whiddon College of Medicine increasing the capacity to 500, which will provide more doctors and medical treatment options for our entire community; and

WHEREAS, the City Council of the City of Mobile believes that it is a good, proper and justifiable use of public resources to enter into an agreement to contribute financial assistance to the USA Whiddon College of Medicine in furtherance of the above purpose;

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of $1,000,000.00 per year for a period of ten (10) years to the University of South Alabama Whiddon College of Medicine, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes the Mayor and City Clerk to execute and attest for and on behalf of the City of Mobile the contract attached hereto, or one worded substantially similar thereto, 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

FUNDING AGREEMENT FOR THE USA WHIDDON COLLEGE OF MEDICINE

This Funding Agreement (this "Agreement") is entered into by and between the CITY OF MOBILE, a Municipal Corporation of the State of Alabama (the “City”), and the UNIVERSITY OF SOUTH ALABAMA, a public institution of higher learning and an instrumentality of the State of Alabama ("USA" or “University”). The City and USA are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the University of South Alabama was chartered by Legislative Act on May 3, 1963, following the efforts of local leaders, acting as the Mobile County Foundation for Public Higher Education, who saw a great need for a four-year-degree granting institution along the fast-growing Alabama Gulf Coast; and

WHEREAS, the University of South Alabama has greatly prospered and expanded in the past 60 years and today has more than 13,500 students and offers more than 125 academic programs in ten Colleges and Schools; and

WHEREAS, the University’s early adoption of Mobile General Hospital and creation of a medical school grew into what is today USA Health, the region’s only academic healthcare system that includes USA Health University Hospital, USA Health Children’s & Women’s Hospital, USA Health Mitchell Cancer Institute, USA Health Providence Hospital, and an expanding line of primary and specialty care clinics, in addition to safety net services including the area’s only Level 1 trauma center, burn center, compressive stroke center, Level III Neonatal Intensive Care Unit and Pediatric Intensive Care Unit; and

WHEREAS, the University offerings include one of only two allopathic medical schools in the state, which currently operates in a building well beyond its intended functional life and is fast approaching obsolescence; and

WHEREAS, the University desires to construct a new, 250,000+ square foot, state-of-the-art medical education and research building, and to expand the total enrollment in the Whiddon College of Medicine from 320 up to 400 with capacity for 500, which will produce more doctors for our entire community, located on the USA Campus in the City of Mobile with an anticipated cost exceeding Two Hundred Million Dollars ($200,000,000), to be funded by multiple revenue sources and pursuant to plans and specifications approved by the appropriate building authority (collectively, the "USA Whiddon College of Medicine Project"); and

WHEREAS, the University is one of the largest economic drivers and employers in the region, nearly 12,000 employees and 96,000 alumni over its lifetime, with most

graduates residing in Alabama and along the upper Gulf Coast; and with countless other friends and supporters; and

WHEREAS, the City finds that, based on the above, including employment and the availability of medical services for its citizens, it serves a public purpose that it contributes Ten Million Dollars ($10,000,000) to USA to assist with the total cost of the USA Whiddon College of Medicine, and USA desires to accept such contribution.

NOW, THEREFORE, in consideration of the respective promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. That the Parties hereto acknowledge and agree that the purpose of this Agreement is for the City to assist USA by contributing funding for the USA Whiddon College of Medicine Project, and that the funds allocated by the City shall be used only for that purpose.

2. That this Agreement shall become effective upon the date of full execution by both parties ("Effective Date").

3. That the City hereby pledges to USA the sum of Ten Million Dollars ($10,000,000) (the "Contribution") to be paid over a ten (10) year period at One Million Dollars ($1,000,000) per year according to the following schedule, and pursuant to written disbursement request by USA for each installment:

Payment 1:	On or before September 30, 2024: $1,000,000.00
Payment 2:	On or before September 30, 2025: $1,000,000.00
Payment 3:	On or before September 30, 2026: $1,000,000.00
Payment 4:	On or before September 30, 2027: $1,000,000.00
Payment 5:	On or before September 30, 2028: $1,000,000.00
Payment 6:	On or before September 30, 2029: $1,000,000.00
Payment 7:	On or before September 30, 2030: $1,000,000.00
Payment 8:	On or before September 30, 2031: $1,000,000.00
Payment 9:	On or before September 30, 2032: $1,000,000.00
Payment 10:	On or before September 30, 2033: $1,000,000.00

4. That USA acknowledges and agrees that the City of Mobile will receive recognition for all funds accepted as payment to fulfill the Contribution, including recognition with a naming opportunity in the College of Medicine building.

5. That the Parties acknowledge and agree that they will not jointly acquire, own, or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.

6. That USA is self-insured and is a division of the State of Alabama. To the extent allowed by law, USA will defend the City from any claims, suits, or proceedings (collectively, "Claims") challenging USA's funding, planning, and/or completion of the USA Whiddon College of Medicine Project or arising from any acts or omissions of USA in its execution of the USA Whiddon College of Medicine Project, this Agreement, or litigation challenging the City's authority to enter into the same, and indemnify the City against losses and liabilities (other than attorneys' fees) arising from the entry of any judgment against the City arising from the Claims, provided that the City promptly notifies USA at such time as it is apprised of any such Claims, and agrees to give sole and complete authority, information, and assistance for the defense and disposition of the Claims to USA. USA shall not be responsible for any compromise or settlement made without USA's consent. Because USA has exclusive control of resolving Claims hereunder, in no event shall USA be liable for the City's attorneys' fees or related expenses.

7. That USA shall use best efforts to ensure the construction of the USA Whiddon College of Medicine Project will be completed by August 1, 2026, recognizing that construction completion is contingent on many things, including upon the University securing all required financing, as determined solely by University, for the project.

8. That all notices or other communications hereunder or making reference hereto shall be delivered as follows:

The City of Mobile, Alabama:

William S. Stimpson, Mayor
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

With a copy to:

City Attorney
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and

Executive Director of Finance
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

To University of South Alabama:

Jo Bonner, President
University of South Alabama
307 N. University Boulevard
Mobile, Alabama 36688

9. USA agrees and understands that the funding of this Agreement is solely provided from the Economic Development Fund budget. If, at any time during the City's fiscal year, City's actual revenues decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this Agreement, either party may terminate this Agreement if a party materially breaches its obligations under this Agreement and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice of the breach or such longer time as the non-breaching party may specify in the notice.

10. That USA shall comply with applicable local ordinances and shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.

11. That USA shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as mended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof.

12. That USA 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.

13. That USA shall make every reasonable effort to have at least fifteen (15) percent participation by socially and economically disadvantaged individuals, or the City shall make every reasonable effort to ensure that at least fifteen (15) percent of the total value of all such contracts or agreements described above shall be awarded to qualified contractors or professionals who are socially and economically disadvantaged.

14. That USA 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.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their respective duly authorized representatives as of the day and year written below.

[Remainder of Page Blank-Signature Page to Follow]

ATTESTATION

_____
Lisa Lambert
City Clerk

Date: _____

City of Mobile

_____
William S. Stimpson, Mayor

UNIVERSITY OF SOUTH ALABAMA

Date: _____

_____
Jo Bonner, President
University of South Alabama

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve the issuance of purchase orders for fuel.

Amount of Contract:

Total all purchases = $434,570.47

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20231004 Agenda Package Fuel POs	Cover Memo	10/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/5/2023 - 3:02 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
130	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$21,358.50	(279229) PETROLEUM TRADERS CORPORATION
131	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$20,460.64	(279229) PETROLEUM TRADERS CORPORATION
132	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$20,132.64	(279229) PETROLEUM TRADERS CORPORATION
133	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$20,132.64	(279229) PETROLEUM TRADERS CORPORATION
134	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$20,132.64	(279229) PETROLEUM TRADERS CORPORATION
135	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$26,233.01	(279229) PETROLEUM TRADERS CORPORATION

136	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$25,378.50	(279229) PETROLEUM TRADERS CORPORATION
137	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$25,378.50	(279229) PETROLEUM TRADERS CORPORATION
138	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$20,460.64	(279229) PETROLEUM TRADERS CORPORATION
139	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$20,460.64	(279229) PETROLEUM TRADERS CORPORATION
140	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$20,460.64	(279229) PETROLEUM TRADERS CORPORATION
142	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$20,460.64	(279229) PETROLEUM TRADERS CORPORATION
143	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$20,460.64	(279229) PETROLEUM TRADERS CORPORATION
144	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$20,460.64	(279229) PETROLEUM TRADERS CORPORATION
146	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$20,460.64	(279229) PETROLEUM TRADERS CORPORATION
147	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$20,460.64	(279229) PETROLEUM TRADERS CORPORATION
148	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$20,460.64	(279229) PETROLEUM

					TRADERS CORPORATION
149	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$20,460.64	(279229) PETROLEUM TRADERS CORPORATION
150	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT DIESEL FUEL (AL STATE CONTRACT)	$25,378.50	(279229) PETROLEUM TRADERS CORPORATION
151	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT DIESEL FUEL (AL STATE CONTRACT)	$25,378.50	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00000130-00 FY 2024
MUNICIPAL GARAGE	PO 24000100
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229	10/05/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8230.00 GALLON	2.59000	21315.70
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			21315.70
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	8230.00 EACH	0.00520	42.80
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00000130-00 FY 2024
MUNICIPAL GARAGE	PO 24000100
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229	10/05/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 21358.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	21358.50	439444.73
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	10/04/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/04/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/04/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/04/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/04/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/04/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	10/04/23	JAMES NEESE JR	

Bill To	Requisition 00000130-00 FY 2024
MUNICIPAL GARAGE	PO 24000100
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229	10/05/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00000131-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.49000	20418.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20418.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00000131-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20460.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20460.64	439444.73
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	10/04/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/04/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/04/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/04/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/04/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/04/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	10/04/23	JAMES NEESE JR	

Bill To	Requisition 00000131-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00000132-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.45000	20090.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20090.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00000132-00 FY 2024
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20132.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20132.64	439444.73
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	10/04/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/04/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/04/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/04/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/04/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/04/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	10/04/23	JAMES NEESE JR	

Bill To	Requisition 00000132-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00000133-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.45000	20090.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20090.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00000133-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20132.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20132.64	439444.73
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	10/04/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/04/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/04/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/04/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/04/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/04/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	10/04/23	JAMES NEESE JR	

Bill To	Requisition 00000133-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00000134-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.45000	20090.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20090.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00000134-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20132.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20132.64	439444.73
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	10/04/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/04/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/04/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/04/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/04/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/04/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	10/04/23	JAMES NEESE JR	

Bill To	Requisition 00000134-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00000135-00 FY 2024
MUNICIPAL GARAGE	PO 24000101
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229	10/05/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	QUOTE BY ADAM.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7530.00 GALLON	3.45000	25978.50
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			25978.50
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7530.00 EACH	0.03380	254.51
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			254.51

Bill To	Requisition 00000135-00 FY 2024
MUNICIPAL GARAGE	PO 24000101
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229	10/05/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 26233.01

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	26233.01	439444.73
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	10/04/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/04/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/04/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/04/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/04/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/04/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	10/04/23	JAMES NEESE JR	

Bill To	Requisition 00000135-00 FY 2024
MUNICIPAL GARAGE	PO 24000101
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229	10/05/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00000136-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- QUOTE BY ADAM.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	3.35000	25125.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			25125.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	0.03380	253.50
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			253.50

Bill To	Requisition 00000136-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 25378.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	25378.50	439444.73
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	10/04/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/04/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/04/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/04/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/04/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/04/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	10/04/23	JAMES NEESE JR	

Bill To	Requisition 00000136-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00000137-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- QUOTE BY ADAM.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	3.35000	25125.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			25125.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	0.03380	253.50
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			253.50

Bill To	Requisition 00000137-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 25378.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	25378.50	439444.73
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	10/04/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/04/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/04/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/04/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/04/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/04/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	10/04/23	JAMES NEESE JR	

Bill To	Requisition 00000137-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00000138-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.49000	20418.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20418.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00000138-00 FY 2024
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
TRAVESIA AGEE

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 20460.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20460.64	439444.73
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	10/04/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/04/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/04/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/04/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/04/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/04/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	10/04/23	JAMES NEESE JR	

Bill To	Requisition 00000138-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00000139-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.49000	20418.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20418.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00000139-00 FY 2024
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
TRAVESIA AGEE

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 20460.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20460.64	439444.73
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	10/04/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/04/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/04/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/04/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/04/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/04/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	10/04/23	JAMES NEESE JR	

Bill To	Requisition 00000139-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00000140-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.49000	20418.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20418.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00000140-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Requisition Link

Requisition Total 20460.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020. FLEET MANAGEMENT EXP FUEL & LUBRICANTS	20460.64	439444.73

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

Activity	Date	Clerk	Comment
Approved	10/04/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/04/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/04/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/04/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/04/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/04/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	10/04/23	JAMES NEESE JR	

Bill To	Requisition 00000140-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00000142-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.49000	20418.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20418.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00000142-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Requisition Link

Requisition Total 20460.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20460.64	439444.73
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	10/04/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/04/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/04/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/04/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/04/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/04/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	10/04/23	JAMES NEESE JR	

Bill To	Requisition 00000142-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00000143-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.49000	20418.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20418.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00000143-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Requisition Link

Requisition Total 20460.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020. FLEET MANAGEMENT EXP FUEL & LUBRICANTS	20460.64	439444.73

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

Activity	Date	Clerk	Comment
Approved	10/04/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/04/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/04/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/04/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/04/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/04/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	10/04/23	JAMES NEESE JR	

Bill To	Requisition 00000143-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00000144-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.49000	20418.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20418.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00000144-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 20460.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20460.64	439444.73
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	10/04/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/04/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/04/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/04/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/04/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/04/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	10/04/23	JAMES NEESE JR	

Bill To	Requisition 00000144-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00000146-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.49000	20418.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20418.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00000146-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 20460.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20460.64	439444.73
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	10/04/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/04/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/04/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/04/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/04/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/04/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	10/04/23	JAMES NEESE JR	

Bill To	Requisition 00000146-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00000147-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.49000	20418.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20418.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00000147-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 20460.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20460.64	439444.73
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	10/04/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/04/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/04/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/04/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/04/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/04/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	10/04/23	JAMES NEESE JR	

Bill To	Requisition 00000147-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00000148-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.49000	20418.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20418.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00000148-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 20460.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20460.64	439444.73
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	10/04/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/04/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/04/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/04/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/04/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/04/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	10/04/23	JAMES NEESE JR	

Bill To	Requisition 00000148-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00000149-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.49000	20418.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20418.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00000149-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 20460.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20460.64	439444.73
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	10/04/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/04/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/04/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/04/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/04/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/04/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	10/04/23	JAMES NEESE JR	

Bill To	Requisition 00000149-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00000150-00 FY 2024
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	POLICE 4TH PRECINCT
7120 POINTE INVERNESS WAY	8080 AIRPORT BLVD
	MOBILE, AL 36608
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	POLICE 4TH PRECINCT
	8080 AIRPORT BLVD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	QUOTE BY ADAM.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS	7500.00	3.35000	25125.00
	PRICE.	GALLON		
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			25125.00
	Ship To			
	POLICE 4TH PRECINCT			
	8080 AIRPORT BLVD			
	MOBILE, AL 36608			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	POLICE 4TH PRECINCT			
	8080 AIRPORT BLVD			
	MOBILE, AL 36608			
002	MARGIN PRICE	7500.00	0.03380	253.50
		EACH		
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			253.50

Bill To	Requisition 00000150-00 FY 2024
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	POLICE 4TH PRECINCT
7120 POINTE INVERNESS WAY	8080 AIRPORT BLVD
	MOBILE, AL 36608
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 25378.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	25378.50	439444.73
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	10/04/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/04/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/04/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/04/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/04/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/04/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	10/04/23	JAMES NEESE JR	

Bill To	Requisition 00000150-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00000151-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- QUOTE BY ADAM.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	3.35000	25125.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			25125.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	0.03380	253.50
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			253.50

Bill To	Requisition 00000151-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 25378.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	25378.50	439444.73
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	10/04/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/04/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/04/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/04/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/04/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/04/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	10/04/23	JAMES NEESE JR	

Bill To	Requisition 00000151-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: ms Buyer: 007

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

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

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

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

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

BID CONTINUATION SHEET

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

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

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

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

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

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

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

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

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

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

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

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

TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page_____ of _____

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

State any special conditions or ordering instructions:

No Bid Bond is required.

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

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

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

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

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

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

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

ITEM BASIS AWARD

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

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

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

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

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

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Contract Header

Contract
Gasoline & Diesel Fuel

Type
Master Agreement

Supplier
The McPherson Companies Inc

Contract Code
MA230000004236

Linked Solicitation
STATEWIDE GASOLINE & DIESEL FUEL

Sourcing Number
SRC0000010139

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Bryan	Matthews	bryan.matthews@purchasing.alabama.gov	334-353-5433

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Ryan	Harrison	rharrison@mcphersonoil.com	2053083028
Ryan	Harrison	rharrison@mcphersonoil.com	2053083028

2 Result(s)

Contract Scope

Organizations
State of Alabama, G41 Procurement

Contract Validity

Start Date
10/1/2023

End Date
9/30/2024

Documents

Items

- Master_Agreement_V1.pdf

Item Name	Product Code		UOM
BALDWIN, < 1,000 GALLONS, DELIVERY	6	0.30	Gallon
BALDWIN, < 1,000 GALLONS, DELIVERY	6	0.00	Gallon
BALDWIN, GASOLINE, 1,000 - 8,199 GALLONS	7	0.00	Gallon
BALDWIN, GASOLINE, 1,000 - 8,199 GALLONS	7	0.13	Gallon
BALDWIN, DIESEL, 1,000 - 7,499 GALLONS	9	0.09	Gallon
BALDWIN, DIESEL, 1,000 - 7,499 GALLONS	9	0.00	Gallon
BIBB, GASOLINE, 1,000 - 8,199 GALLONS	17	0.00	Gallon
BIBB, GASOLINE, 1,000 - 8,199 GALLONS	17	0.12	Gallon
BIBB, DIESEL, 1,000 - 7,499 GALLONS	19	0.12	Gallon
BIBB, DIESEL, 1,000 - 7,499 GALLONS	19	0.00	Gallon
BULLOCK, DIESEL, 1,000 - 7,499 GALLONS	29	0.00	Gallon
BULLOCK, DIESEL, 1,000 - 7,499 GALLONS	29	0.35	Gallon
CALHOUN, GASOLINE, 1,000 - 8,199 GALLONS	37	0.18	Gallon
CALHOUN, GASOLINE, 1,000 - 8,199 GALLONS	37	0.00	Gallon
CALHOUN, DIESEL, 1,000 - 7,499 GALLONS	39	0.00	Gallon
CALHOUN, DIESEL, 1,000 - 7,499 GALLONS	39	0.18	Gallon
CHEROKEE, < 1,000 GALLONS, DELIVERY	46	0.70	Gallon
CHEROKEE, < 1,000 GALLONS, DELIVERY	46	0.00	Gallon
CHEROKEE, GASOLINE, 1,000 -8,199 GALLONS	47	0.00	Gallon

Item Name	Product Code		UOM
CHEROKEE, GASOLINE, 1,000 -8,199 GALLONS	47	0.18	Gallon
CLARKE, < 1,000 GALLONS, DELIVERY	61	0.50	Gallon
CLARKE, < 1,000 GALLONS, DELIVERY	61	0.00	Gallon
CLARKE, GASOLINE, 1,000 - 8,199 GALLONS	62	0.00	Gallon
CLARKE, GASOLINE, 1,000 - 8,199 GALLONS	62	0.18	Gallon
CLARKE, DIESEL, 1,000 - 7,499 GALLONS	64	0.18	Gallon
CLARKE, DIESEL, 1,000 - 7,499 GALLONS	64	0.00	Gallon
ESCAMBIA, < 1,000 GALLONS, DELIVERY	131	0.00	Gallon
ESCAMBIA, < 1,000 GALLONS, DELIVERY	131	0.70	Gallon
MOBILE, < 1,000 GALLONS, DELIVERY	241	0.30	Gallon
MOBILE, < 1,000 GALLONS, DELIVERY	241	0.00	Gallon
MOBILE, GASOLINE, 1,000- 8,199 GALLONS	242	0.00	Gallon
MOBILE, GASOLINE, 1,000- 8,199 GALLONS	242	0.30	Gallon
MOBILE, DIESEL, 1,000 - 7,499 GALLONS	244	0.31	Gallon
MOBILE, DIESEL, 1,000 - 7,499 GALLONS	244	0.00	Gallon
MONROE, < 1,000 GALLONS, DELIVERY	246	0.00	Gallon
MONROE, < 1,000 GALLONS, DELIVERY	246	0.40	Gallon
ST. CLAIR, DIESEL, 1,000 - 7,499 GALLONS	289	0.15	Gallon
ST. CLAIR, DIESEL, 1,000 - 7,499 GALLONS	289	0.00	Gallon

Item Name	Product Code		UOM
SHELBY, DIESEL, 1,000 - 7,499 GALLONS	294	0.00	Gallon
SHELBY, DIESEL, 1,000 - 7,499 GALLONS	294	0.15	Gallon
WASHINGTON, < 1,000 GALLONS, DELIVERY	321	0.30	Gallon
WASHINGTON, < 1,000 GALLONS, DELIVERY	321	0.00	Gallon
WASHINGTON, GASOLINE, 1,000-8,199 GALLON	322	0.00	Gallon
WASHINGTON, GASOLINE, 1,000-8,199 GALLON	322	0.30	Gallon
WASHINGTON, DIESEL, 1,000 -7,499 GALLONS	324	0.31	Gallon
WASHINGTON, DIESEL, 1,000 -7,499 GALLONS	324	0.00	Gallon
FUEL PRICING, GASOLINE & DIESEL FUEL	336	0.00	Each
FUEL PRICING, GASOLINE & DIESEL FUEL	336	0.00	Each
TAXES / FEES FEDERAL/STATE/LOCAL	337	0.00	Each
TAXES / FEES FEDERAL/STATE/LOCAL	337	0.00	Each

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kimtex Corporation for 2 wildland fire skid units for MFRD.
General fund.

Amount of Contract:

$25,897.60

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230929 Kimtek Agenda Package POs	Cover Memo	9/29/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/5/2023 - 10:39 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, 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
14485	2023	(1510) FIRE ADMINISTRATION	2 WILDLAND FIRE SKID UNITS FOR MFRD (COMPETITIVE PRICE QUOTES)	$25,897.60	(298747) KIMTEK CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00014485-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
KIMTEK CORPORATION	FIRE CENTRAL SUPPLY
326 INDUSTRIAL PARK LN	2851 OLD SHELL ROAD
	MOBILE, AL 36607
ORLEANS, VT 05860	RICHARDSONV@CITYOFMOBILE.ORG
Tel#888-546-8358X102	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/29/23	298747				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER QUOTE MFR-082823			
001	F-350 ACCESSORY: wildland fire skid units; FIRELITE Transport Deluxe Skid Unit FDHP-303-200/ Davey Pump 9 HP Electric Start* Hannay Electric 4000 Reel with 100' of 3/4" Red Rubber Hose/ Rescue Area/ HoseStorage Area w. Tailgate/ 200 Gallon Baffled Tank w/ Integrated 5 Gallon Foam Cell/ Water & Foam Tank Sight Gauges/ no foam systems requested / Reinforced Skid Plate Bottom / Includes four mounting plates / 10- 24" Velcro D loop straps for securing long board or stokes basket / all stainless steel piping and brass 1/4 turn valves Mercedes Draftlite Kit: includes hose, foot valve with strainer and hand primer /*Man. Backup; - Less GSA equivalent discount Per Quote MFR-082823 Vendor Item	2.00 EACH	11573.80000	23147.60

Bill To	Requisition 00014485-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
KIMTEK CORPORATION	FIRE CENTRAL SUPPLY
326 INDUSTRIAL PARK LN	2851 OLD SHELL ROAD
	MOBILE, AL 36607
ORLEANS, VT 05860	RICHARDSONV@CITYOFMOBILE.ORG
Tel#888-546-8358X102	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/29/23	298747				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1522.1510.0000.0000.47020.			23147.60

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

002	F-350 ACCESSORY: wildland fire skid units; Upgrade to Red Rubber Hose Per Quote MFR-082823 Vendor Item	2.00 EACH	200.00000	400.00
1	1000.30.15.1510.1522.1510.0000.0000.47020.			400.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY

Bill To	Requisition 00014485-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
KIMTEK CORPORATION	FIRE CENTRAL SUPPLY
326 INDUSTRIAL PARK LN	2851 OLD SHELL ROAD
	MOBILE, AL 36607
ORLEANS, VT 05860	RICHARDSONV@CITYOFMOBILE.ORG
Tel#888-546-8358X102	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/29/23	298747				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
003	FREIGHT	1.00 EACH	2350.00000	2350.00
	Additional Description Notes --- Crating & Shipping - Qty 2 Shipped over 2 week interval to save on excessive costs Per Quote MFR-082823 Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1510.1522.1510.0000.0000.47020.			2350.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 25897.60

Bill To	Requisition 00014485-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
KIMTEK CORPORATION	FIRE CENTRAL SUPPLY
326 INDUSTRIAL PARK LN	2851 OLD SHELL ROAD
	MOBILE, AL 36607
ORLEANS, VT 05860	RICHARDSONV@CITYOFMOBILE.ORG
Tel#888-546-8358X102	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/29/23	298747				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.47020.	25897.60	572414.22

FIRE SUPPRESSION DIV EXP EQUIPMENT (LESS THAN $5000)

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

Activity	Date	Clerk	Comment
Approved	09/28/23	DONALD ROSE	Auto approved by: 910518227
Approved	09/28/23	SANDRA LEWIS	
Approved	09/28/23	JOHN PAINE	Auto approved by: 910518227
Approved	09/28/23	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to E-Builder, Inc. for one-year software subscription plus integration services for E-Builder App Exchange enhancement to City's E-Builder project management
software. General fund.

Amount of Contract:

$25,589.45

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

ATTACHMENTS:

Description	Type	Upload Date
20230929 EBuilder Agenda Package POs	Cover Memo	9/29/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/5/2023 - 10:39 AM

September 29, 2023

To Whom It May Concern:

Attached to this memo is a Purchase Order between E-Builder and the City of Mobile, enabling E-bBuilder to perform services that assist the City with the execution of API Integration between our project management software and our financial software which will improve project management & reporting for long range planning, capital improvement programs, and major projects.

The services provided by e-Builder is an addition of service to a recurring contract, and uses remaining funds from the 2023 budget.

The work for E-Builder has been visible through the assistance they have provided with the implementation of the data warehouse that pulls the data used to showcase our active and completed projects for Mobile citizens. Capital Improvement Planning, and Major Projects.

We look forward to continued communication on this important initiative. Please call me with questions at 251-208-7199 or email jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Green
Director
Programs & Project Management

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
15071	2023	(2045) MAJOR PROJECTS	ONE-YEAR EBUILDER APP EXCHANGE PROJECT MANAGEMENT SOFTWARE SUBSCRIPTION PLUS INTEGRATION SERVICES FOR (EXEMPT AS SOFTWARE)	$25,589.45	(295201) E-BUILDER, INC.

Adopted:

_____

City Clerk

Bill To	Requisition 00015071-00 FY 2023
ACCOUNTS PAYABLE	PO 23014364
P O BOX 389	Acct No:
	1000.40.20.2045.2045.2000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
E-BUILDER, INC.	PROGRAMS & PROJECT MGMT
1800 NW 69TH AVE SUITE 201	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644
PLANTATION, FL 33313	JASMINE.WASHINGTON@CITYOFMOBILE.ORG
Tel#954-513-3105	Delivery Reference
	JASMINE WASHINGTON / 208-7043
	Deliver To
	PROGRAMS & PROJECT MGMT
	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/23	295201	09/29/23			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER GS-35F-408AA			
001	E-BUILDER APPXCHANGE PLATFORM SUBSCRIPTION WHICH INCLUDES UP TO 5 INTEGRATION POINTS. SEE ADDENDUM 2 FOR ADDITIONAL DETAIL (ATTACHMENT) Vendor Item No.: EB-APPX-SUB-PLATFORM	1.00 EACH	9571.79000	9571.79
1	1000.40.20.2045.2045.2000.0000.0000.42200.			9571.79

Ship To
PROGRAMS & PROJECT MGMT
205 GOVERNMENT STREET
2ND FLR S TOWER RM 229
MOBILE, AL 36644
Delivery Reference
JASMINE WASHINGTON / 208-7043

Deliver To
PROGRAMS & PROJECT MGMT
205 GOVERNMENT STREET
2ND FLR S TOWER RM 229
MOBILE, AL 36644

Bill To	Requisition 00015071-00 FY 2023
ACCOUNTS PAYABLE	PO 23014364
P O BOX 389	Acct No:
	1000.40.20.2045.2045.2000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
E-BUILDER, INC.	PROGRAMS & PROJECT MGMT
1800 NW 69TH AVE SUITE 201	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644
PLANTATION, FL 33313	JASMINE.WASHINGTON@CITYOFMOBILE.ORG
Tel#954-513-3105	Delivery Reference
	JASMINE WASHINGTON / 208-7043
	Deliver To
	PROGRAMS & PROJECT MGMT
	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/23	295201	09/29/23			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
002	ADDITIONAL EBUILDER APPXCHANGE SUBSCRIPTION FOR 1 ADDITIONAL POINTS SEE ADDENDUM 2 FOR ADDITIONAL DETAIL (ATTACHMENT) Vendor Item No.: EBAPPXSUB1IP	1.00 EACH	957.18000	957.18
	1 1000.40.20.2045.2045.2000.0000.0000.42200.			957.18
	Ship To PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644 Delivery Reference JASMINE WASHINGTON / 208-7043 Deliver To PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644			
003	E-BUILDER INTEGRATION SERVICES Vendor Item No.: EB-APPX-SVC-1IP	6.00 EACH	2010.08000	12060.48
	1 1000.40.20.2045.2045.2000.0000.0000.42200.			12060.48

Bill To	Requisition 00015071-00 FY 2023
ACCOUNTS PAYABLE	PO 23014364
P O BOX 389	Acct No:
	1000.40.20.2045.2045.2000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
E-BUILDER, INC.	PROGRAMS & PROJECT MGMT
1800 NW 69TH AVE SUITE 201	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644
PLANTATION, FL 33313	JASMINE.WASHINGTON@CITYOFMOBILE.ORG
Tel#954-513-3105	Delivery Reference
	JASMINE WASHINGTON / 208-7043
	Deliver To
	PROGRAMS & PROJECT MGMT
	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/23	295201	09/29/23			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
PROGRAMS & PROJECT MGMT
205 GOVERNMENT STREET
2ND FLR S TOWER RM 229
MOBILE, AL 36644
Delivery Reference
JASMINE WASHINGTON / 208-7043

Deliver To
PROGRAMS & PROJECT MGMT
205 GOVERNMENT STREET
2ND FLR S TOWER RM 229
MOBILE, AL 36644

Requisition Link

Requisition Total 22589.45

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

Account	Amount	Remaining Budget
1000.40.20.2045.2045.2000.0000.0000.42200.	22589.45	64581.47
PROGRAM & PROJECT MGMT EXP PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	09/19/23	JENNIFER GREENE	
Approved	09/28/23	DONALD ROSE	Approved by: 9105fola
Approved	09/28/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	09/28/23	STEVEN KRONINGER	Auto approved by: 910516727
Approved	09/28/23	SAMANTHA COOLEY	Auto approved by: 910516727

Bill To	Requisition 00015071-00 FY 2023
ACCOUNTS PAYABLE	PO 23014364
P O BOX 389	Acct No:
	1000.40.20.2045.2045.2000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
E-BUILDER, INC.	PROGRAMS & PROJECT MGMT
1800 NW 69TH AVE SUITE 201	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644
PLANTATION, FL 33313	JASMINE.WASHINGTON@CITYOFMOBILE.ORG
Tel#954-513-3105	Delivery Reference
	JASMINE WASHINGTON / 208-7043
	Deliver To
	PROGRAMS & PROJECT MGMT
	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/23	295201	09/29/23			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 09/28/23 JOHN PAINE		Auto approved by: 910516727	
	Approved 09/28/23 MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:

Nick Amberger, P.E. City Engineer

Sponsored by:

Mayor Stimpson and Council-members Penn, Carroll, Small, Reynolds, Daves, Woods and Gregory

Purpose and Scope of Project:

To install and maintain litter collection devices citywide

Amount of Contract:

$170,500.00

Funding Source

Project # G-GMSALTTR GOMESA (ADEM) LITTER TRAP FUND	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds $170,500.00	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
GOMESA (ADEM) LITTER TRAP FUND	Cover Memo	9/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	9/28/2023 - 1:12 PM
Accounting	Threadgill, Randy	Approved	9/28/2023 - 2:49 PM
Legal	Kern, Chris	Approved	9/28/2023 - 5:49 PM
Legal	Kern, Chris	Approved	9/28/2023 - 5:49 PM

Mayors Office	Montgomery, Brandi	Approved	10/5/2023 - 3:04 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: GOMESA (ADEM) LITTER TRAP FUND

CAPITAL PROJECT # G-GMSALTTR **DATE OF RECEIPT** 09/27/2023

DEPT. PROJECT # _____

PROJECT DESCRIPTION TO INSTALL AND MAINTAIN LITTER COLLECTION DEVICES CITYWIDE

CONTRACT AMOUNT $ 170,500.00

VENDOR NAME OSPREY INITIATIVE, LLC

VENDOR NUMBER 295756

DEPT # 3005 **DEPT NAME** ENGINEERING

CONTRACT ADMINISTRATOR NICK AMBERGER, CITY ENGINEER

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Lisa Roberts **Date** 9/27/2023

Revised 5/16/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Josh Woods and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Osprey Initiative, LLC, in the amount of $170,500.00 for the Alabama Department of Environmental Management (ADEM), GOMESA Litter Trap Fund Grant, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

Professional Services Contract
City of Mobile

GOMESA (ADEM) Litter Trap Fund, Award # G-ADEMLT/21/ADEM

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this _____ day of _____, 2023, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Osprey Initiative, LLC (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is uniquely qualified and engaged in the design, installation, and maintenance of litter capture devices using engineered proprietary tools and processes, and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the attached **Exhibit A, Scope of Work**. To the extent that the terms of **Exhibit A** are inconsistent with those in this Agreement, the terms contained within this Agreement shall control.

B. The City Engineer, or his designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed as described in **Exhibit A**. City will pay Contractor based on the rate and equipment schedule in **Exhibit B**. Contractor will submit to City monthly invoices itemizing all work done

during the previous month, to include labor rates and hours itemized work. The total amount of compensation due to Contractor for services, supplies, and additional services provided under this contract will not exceed $170,500.00. Contractor will ensure that services performed and billed do not exceed this amount absent specific approval by the City. Contractor will alert City when accumulated amounts due to Contractor for all services performed under this contract reach within ten percent of the not-to-exceed amount during the contract period, and will cease performance of additional service until mutual written agreement sets a higher not-to-exceed amount.

The Contractor agrees and understands that the funding of this Agreement is solely provided from the GOMESA Alabama Department of Environmental Management (ADEM) Litter Trap Grant. If, at any time the grant funds are not received or are received in an amount less than anticipated, this Agreement may be declared null and void and no liability shall accrue to any party hereto. Should these grant funds be the subject of a recall, recovery, reach back or demand for repayment by the United States due to any act or failure of Contractor, Contractor shall indemnify and hold harmless Owner against such demand.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue until September 15, 2025, which is the period of performance for grant award # G-ADEMLT/21/ADEM.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion.

E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

F. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property, if said claim or loss arises out of or is related to any negligent or wrongful act or omission of CONTRACTOR. In performance of the obligations and work under the Contract or otherwise undertaken by the CONTRACTOR.

J. Insurance. For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

1. General Liability Insurance each in the minimum amount of:
   a) Bodily Injury - $1,000,000 each person/$1,000,000 each occurrence, and
   b) Property Damage - $1,000,000 per occurrence, or
   c) Combined single limit - $1,000,000
2. Automobile Liability Insurance each in the minimum amount of:
   Automobile Liability Insurance to cover all owned, non-owned, and hired vehicles, with
   a) Bodily injury - $1,000,000 each person/$1,000,000 each occurrence, and
   b) Property Damage - $1,000,000 per occurrence, or
   c) Combined single limit - $1,000,000
3. Excess/Umbrella and Employer's Liability Insurance in the minimum amount of:
   a) Combined single limit - $1,000,000 each "occurrence" for bodily injury and/or property damage.
   b) Workman's Compensation Insurance: Statutory-Amount and coverage required by the State of Alabama

c. If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

d. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

e. City agrees to accept the actual, enforceable insurance coverage required by this subpart 4.Q. in full satisfaction of Contractor's duties of indemnification specified elsewhere in this Agreement.

K. The City's representative for purposes of this Agreement is the City Engineer. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

City Engineer
City of Mobile
205 Government St
Mobile, Alabama 36602

And to Contractor at:
Osprey Initiative
2350 Halls Mill Road
Mobile, Alabama 26532

L. 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.

M. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

N. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

O. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

P. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

Q. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

R. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

Osprey Initiative, LLC, Contractor

BY: Donald W. Bates Date: 9/25/23

Its Owner/President (Title)

ACKNOWLEDGEMENT

The State of Alabama }

Mobile County}

I, Sabina Trotman, a Notary Public, in and for said County in said State, hereby certify that Donald Bates whose name as owner of the Osprey Initiative corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 25th day of September, 2023

(Seal) exp 11/21/2025 Notary Public

SABINA TROTMAN NOTARY PUBLIC STATE AT LARGE ALABAMA

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Mayor

ATTEST:

_____ Date: _____
City Clerk

Exhibit: A-Scope of Work
B-Rate Schedule
C-Evidence of Insurance
D-Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report
E-"FFATA", UEI, SAM, Risk Assessment Documentation

Exhibit A

Scope of Work

A. The Contractor (Osprey Initiative, LLC) shall design and install the following litter collection devices:
    a. Eight (8) litter booms
        i. Litter booms shall be installed within the following areas, unless determined otherwise by the City Engineer:
            1. Montlimar Creek
            2. Eslava Creek
            3. Three Mile Creek
            4. Rabby Creek
            5. Perch Creek
            6. Moore Creek
            7. One Mile Creek
            8. Langan Lake
    b. Twenty (20) litter interceptors
        i. Litter interceptors to be installed within inlets/catch basins in the City Right of Way.
        ii. Locations to be determined upon evaluation and field review of historic litter collection data, and in agreement with the City Engineer.

B. City to approve design of litter collection devices prior to fabrication and installation of devices.

C. Contractor to provide all equipment, personnel, materials, and devices to be properly installed so that each device functions as designed.

D. Contractor to provide litter collection maintenance for the eight (8) "litter booms" for a period of 12-months from the date of installation. The "litter booms" will be maintained at a minimum of twice per month. Provide data sheets of litter/debris collected in each litter boom utilizing the approved Escaped Trash Assessment Protocol (ETAP) methodology. The Contractor will clean any visible litter, trash, debris within a 100-yard radius of each litter boom. All litter collected from each location will be weighed and tracked in a spreadsheet. Additionally, working with the City, the data collected will be QA/QC and uploaded to a Litter Collection Tracking Tool for the City.

E. Contractor to provide litter collection maintenance for the twenty (20) "litter interceptors" for a period of 12-months from the date of installation. The "Litter interceptors" will be maintained at a minimum of once per month. Provide data sheets of litter/debris collected in each litter interceptor utilizing the approved Escaped Trash Assessment Protocol (ETAP) methodology. The Contractor will clean any visible litter, trash, debris within a 100-yard radius of each litter interceptor. All litter collected from each location will be weighed and tracked in a spreadsheet. Additionally, working with the City, the data collected will be QA/QC and uploaded to a Litter Collection Tracking Tool for the City.

F. Contractor will select most effective collection locations and removal methods for overall cleanliness of the assigned waterway system. Contractor will notify City daily of its intended activity and staffing. City reserves the right to approve activity type, staffing, and locations. City disapproval of Contractor's daily work plan may result, at the City's sole discretion, in City's decision not to pay Contractor for those disapproved activities and termination of the contractor. City's approval of daily work plans will not be unreasonably withheld.

G. "Litter" for the purposes of this project means paper, Styrofoam, plastic, cans, and any other manmade substance or object larger than three (3) inches and not part of a permanent structure.

H. The Contractor may use any variety of methods of removal deemed efficient, including but

not limited to removal by hand, shovels, rakes, nets, tongs, or other mechanical or non-mechanical devices. The Contractor may use mechanical, pneumatic, or hydraulic devices for litter removal however, such devices or methods shall not be used in such a way that might cause undue or irreversible damage to vegetation and wildlife or cause a major distribution to large areas of water bottom leading to the introduction of silt and sediment into the water. The use of hydraulic, pneumatic, or mechanically driven devices must have prior approval by the City of Mobile.

I. The Contractor will be required to bag collected debris in low-density plastic trash bag of at least 2.0 mill thickness with a minimum capacity of thirty (30) gallons. Contractor will provide these collection bags as inclusive in their pricing.
J. Contractor will be responsible for the movement of filled trash bags.
K. Recyclable materials that are collected during the maintenance period shall be recycled. Other materials shall be legally disposed of by Contractor.
L. City may inspect the job site at any time.
M. Contractor employees shall be courteous to the public at all times.
N. Contractor employees shall wear the proper PPE's (Personal Protection Equipment) including always wearing appropriate life vests.
O. Work may be performed only during daylight hours (dawn to dusk).
P. Contractor shall comply with all applicable OSHA and Coast Guard rules and regulations. Cell phones, earphones, ear buds, and Bluetooth devices shall not be used when operating equipment or performing cleanup.
Q. Contractor shall provide safety training to employees prior to the start of litter removal.
R. Contractor shall designate a "competent person" at each project site, and this person shall have the responsibility and authority to stop all work until safety conditions are met.
S. Contractor shall notify the City of any unusually hazardous conditions or debris encountered and will take immediate action to stabilize the condition to prevent immediate harm to persons or the environment.
T. Spill control measures shall be in place in the event a hazardous or petroleum substance is released. Releases of hazardous or petroleum substances are the contractor's responsibility. The Contractor shall notify the City in the event of a spill.
U. Failure to comply with safety and environmental requirements may result in the termination of the contract.
V. The Contractor will use GIS software to assist the City in accurately mapping the location of litter collection. The Contractor will assist with the database management of the field data collected. This information will be regularly reviewed and sent to the City. The field data may be included in the City's GIS litter tool.
W. The Contractor will meet with the City's Environmental Engineering Department representatives on a monthly basis to discuss progress on the various litter abatement tasks and strategies. Osprey Initiative, LLC will be included in the City's Litter Program as a technical adviser on litter strategies throughout the City of Mobile. The Contractor will meet with the City on a quarterly basis to discuss findings, results and litter abatement strategies.
X. The Contractor will generate a final project report detailing the work conducted in litter abatement activities and strategies at the conclusion of the 12-month maintenance period.
Y. The City of Mobile Project Manager will be the main point of contact for the City of Mobile for invoicing, data reporting and general communications. Invoicing will be submitted by the Contractor on a monthly basis.

Exhibit B

Rate Schedule

Staff Hourly Rate Schedule

Job Description	Hourly Rate
Executive Consultant/Project Manager/Scientist	$150.00
Senior Consultant/ Sr. Project Manager/ Sr. Scientist	$120.00
Consultant/ Project Manager/ Scientist	$90.00
Senior Field Lead	$75.00
Field Lead	$60.00
Field Technician	$50.00
Senior Admin/Clerical	$50.00
Admin/Clerical	$45.00

Equipment Rate Schedule

Description	Day Rate
Surface drive boat	$300.00
Non-motorized craft (Canoe/Kayak)	$50.00
Support skiff	$400.00
Flatbed Trailer	$100.00
Canoe Trailer	$100.00
Trucks (w/o mileage)	$100.00

Other Expenses Rate Schedule

Description	Rate
Mileage Reimbursement (unless specified)	$1.00
Disposables	Cost + 20%
Gear	Cost + 20%
Expleco Glass Crusher	$200.00 /day
Litter Boom	$50.00/Ft
Litter Boom Installation	$500.00/Installation
Litter Boom Maintenance	$1,500.00/Month/Device
Litter Interceptor	$2,500.00/Device
Litter Interceptor Installation	$500.00/Installation
Litter Interceptor Maintenance	$1,500.00/Month/Device

Exhibit C

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/21/2023

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: Lisa Joiner	
Cadence Insurance 760 Howard Avenue 2nd Floor Biloxi MS 39530	PHONE (A/C, No, Ext): 228-436-5038	FAX (A/C, No): 228-256-8908
	E-MAIL ADDRESS: lisa.joiner@cadenceinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: OSPRINI-01
Osprey Initiative, LLC
651 Olive Avenue
Fairhope AL 36532

COVERAGES **CERTIFICATE NUMBER:** 593127974 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	ECP203817911	5/26/2023	5/26/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			FFX204058210	5/26/2023	5/26/2024	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory In NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional insured/waiver of subrogation status, if indicated above, applies only where required by written contract and is subject to full policy conditions/forms.
GOMESA (ADEM) Litter Trap Fund

CERTIFICATE HOLDER

City of Mobile, AL
205 Government Street
Mobile AL 36644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/22/2023

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	**CONTACT NAME:** Brenda Simkins
State Farm Brenda Simkins 1303 South Market Street Pascagoula MS 39567	**PHONE (A/C, No, Ext):** 228-762-4822 **FAX (A/C, No):** **E-MAIL ADDRESS:** brenda.simkins.r8a9@statefarm.com
INSURED OSPREY INITIATIVE LLC 651 OLIVE AVE FAIRHOPE AL 365322833	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** State Farm Mutual Automobile Insurance Company — 25178 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	572 5160-B22-01A 573 0664-C02-01A 573 0665-C02-01 531 8512-B17-01B	08/22/2023 09/02/2023 09/02/2023 08/17/2023	02/22/2024 03/02/2024 03/02/2024 02/17/2024	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 1,000,000
							BODILY INJURY (Per accident)	$ 1,000,000
							PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ 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)

CERTIFICATE HOLDER

City of Mobile, AL
205 Government St.
Mobile AL 36644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brenda A. Simkins

This form was system-generated on 09/22/2023

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2023

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PRODUCER

State Farm

Brenda Simkins
1303 South Market Street

Pascagoula MS 39567

CONTACT NAME: Brenda Simkins
PHONE (A/C, No, Ext): 228-762-4822 **FAX (A/C, No):**
E-MAIL ADDRESS: brenda.simkins.r8a9@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

OSPREY INITIATIVE LLC
651 OLIVE AVE

FAIRHOPE AL 365322833

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	442 2877-D01-01C 546 4098-D01-01A	10/01/2023 10/01/2023	04/01/2024 04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 1,000,000
							BODILY INJURY (Per accident)	$ 1,000,000
							PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/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)

CERTIFICATE HOLDER

City of Mobile
205 Government St.

Mobile AL 36644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brenda M. Simkins

This form was system-generated on 09/26/2023 .

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Exhibit D

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Osprey Initiative, LLC
Address	P.O. Box 66529 Mobile, AL 36660
Telephone	601-842-7305
E-Mail	don.bates@osprey.world

RFP/RFQ Solicitation Number	GOMESA(ADEM) Litter Trap Fund, Award # G-ADEMLT121 ADEM
Project Description	Litter Traps + Maintenance + Data
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 10 Female 10 Minority 3 Non-minority _____ Vets _____ Total #of Employees 20

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Donald W Bates, Jr.

Signature: Donald W. Bates Date: 9/25/23

Title: Owner/president

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Donald W. Bates, Jr. Title: Owner/president

E-mail:_ Phone: don.bates@osprey.world 601-842-7305

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 # Contract Your Bid/Proposal Amount $ 170,500 Date: 9 / 25 / 23

Description Litter Traps + Maintenance + Data

Name of Bidder/Proposer: Osprey Initiative, LLC

I intend to use the following subcontractors:

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	[illegible]
Ephriam + Assoc	251-259-7[illegible]	Same as Prime	$25,575	15%	yes	

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Donald O. Baker, Jr. (affiant) who, being duly sworn says as follows:

President/CEO of Osprey Initiative, 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 President/CEO for Osprey Initiative, 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 Company is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1315437.

Donald O. Baker

CEO of Osprey Initiative, LLC

Sworn to and subscribed before me this the 25th day of September, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

exp 11/24/25

Signature and Seal of Notary Public

SABRINA LYNN TROUTMAN
NOTARY PUBLIC
ALABAMA STATE AT LARGE

Exhibit E

"FFATA", UEI, SAM, Risk Assessment Documentation

CITY OF MOBILE

UNIQUE ENTITY IDENTIFIER (UEI) DOCUMENTATION AND VERIFICATION FORM

Name of Organization Osprey Initiative, LLC.

UEI Number D22AJQB1W748

IF YOUR ORGANIZATION DOES NOT HAVE A UEI (FORMERLY DUNS) NUMBER, PLEASE READ THE INFORMATION BELOW AND CHECK THE BOX IF YOU INTEND TO OBTAIN ONE

Information about Your UEI Number and Instructions to Obtain Your UEI Number

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a UEI number. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses UEI numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

☐ **Obtain a UEI Number** – A UEI or Unique Entity Identifier Number a unique, nonindicative 9-digit number issued and maintained by SAM.gov that verifies the existence of a business entity globally. After you receive a UEI Number, your business will be listed in the SAM.gov database.

1. **If you have already registered or are unsure**, log onto https://sam.gov/search/?page=1&pageSize=25&sort=-ModifiedDate&sfm%5Bstatus%5D%5Bis_Active%5D=true and enter your Business Name and click **SEARCH**. The site will display the results of your search and provide an option to send your UEI Number via email if you are registered.

2. **To obtain a UEI Number**, register by logging onto https://sam.gov/content/home. (If you visit a site that attempts to charge you for obtaining a UEI Number, you are at the wrong site because registering for a UEI Number is completely free and is usually created within one (1) business day.

FOR OFFICE OF GRANTS MANAGEMENT USE ONLY

UEI NUMBER VERIFIED YES ☐ NO ☐

Date: _____

Performed by: _____

Position Title: _____

Department: _____

Contract/Grant Number: _____

Federal Award Number: _____

SAM.GOV

Entity Workspace Results 1 Total Results

OSPREY INITIATIVE LLC

Unique Entity ID: D22AJQB1W748

CAGE/NCAGE: 8Q711

Entity Status: Active Registration

Doing Business As:

Physical Address:
651 OLIVE AVE
FAIRHOPE , AL
36532-2833 USA

Expiration Date:
Oct 11, 2023

Purpose of Registration:
All Awards

Risk Assessment

Please select only one checkbox for each question.

Does the agency receive ≥ 25% in non-Federal funding?	Less than 25% in non-Federal Funding	
	25% - 50% in non-Federal Funding	
	> 50% in non-Federal Funding	X

x

Non-Profits Only: Does the agency seek additional funding through regular fundraisers?	Yes	
	No	
If no, please explain. N/A		

Is the entity new to operating or managing state and/or federal funds (has not done so within the past 5 years)?	Yes	
	No	X
If yes, please explain.		

Is this program new for the entity (managed for fewer than 3 years)?	Yes	
	No	X

Has there been high staff turnover or agency reorganization that affects this program?	Yes	
	No	X

Are the staff assigned to the program inexperienced with the program (worked with the program for less than 2 funding cycles)?	Yes	
	No	X

Does the agency have a new Executive Director and/or new Financial Officer (within last 2 years)?	Yes	
	No	X

Does the agency/entity have or previously had a lawsuit(s) filed against them (within the last five years)?	Yes	
	No	X
If yes, please explain.		

Has any of the agency's staff been jailed, convicted of a felony, or are currently under criminal investigation?	Yes	
	No	X
If yes, please explain.		

Is the agency/entity currently or previously been suspended or debarred?	Yes	
	No	X
If yes, please explain.		

Does the agency have a financial management system in place to track and record the program expenditures? (ex: QuickBooks, Peachtree, or Custom Proprietary System)	Yes	X
	No	

Does the accounting system identify the receipts and expenditures of program funds separately for each award?	Yes	X
	No	

Does the agency have loans to help meet its cash needs?	$0	
	≤ $50,000	X
	> $50,000	
N/A		

Is the agency delinquent in paying any obligations?	Yes	
	No	X
Has it been more than one year since the agency received a single audit? (If required)	Yes	X
	No	
If yes, please explain. N/A. Audit not required.		

Were there any audit findings?	**Yes, 5+**	
	Yes, 1 - 4	
	No	X
If yes, please explain. Audit not required.		

CERTIFICATION: I hereby certify that, to the best of my knowledge, the provided information is complete and correct. I have the requisite authority and information to make this certification.

Signature of the preparer: Donalda Bay

Date: 8/31/23

CITY OF MOBILE
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT ("FFATA")
DISCLOSURE STATEMENT

Effective Date of Agreement September 10, 2023

Award Description/Title CITY OF MOBILE GOMESA LITTER TRAP PROJECT

Entity Completing Form Osprey Initiative, LLC.

Entity DUNS Number 106677717

Address 651 Olive Ave

City, State, Zip+4 Fairhope, AL 36432

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS Number belongs) receive (1) 80 percent or more of your annual gross revenues is U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES ☐ NO ☒ **If yes, answer next question.**

If no, stop here and sign form and return to the City of Mobile Office of Grants Management

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this DUNS Number belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)), or Section 6104 of the Internal Revenue Code of 1986?

YES ☐ NO ☐ **If no, answer next question.**

If yes, stop here and sign form and return to the City of Mobile Office of Grants Management

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this DUNS Number belongs):

Name	Position Title	Total Compensation Amount for the Entity's Last Complete Fiscal Year

Donald W. Bates | Owner/President | September 1, 2023

Signature | Title | Date

Donald W. Bates Jr.

Typed Name of Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

Install new electrical equipment for the Seaport Boarding Bridge (moveable gangway) and modify existing electrical panels and plug ins.

Amount of Contract:

$90,989.00

Funding Source

Project # Mobile, Alabama Cruise Terminal SPBB Gangway Improvements - Electrical CT-045-21 **Discretionary Funds**

Project String CO525 Cruise Terminal SPBB Gangway Improvements - Electrical (20002000-48010) **Contract Number:**4708

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CT SPBB Gangway Improvements Contract Package	Cover Memo	10/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	10/3/2023 - 4:41 PM
Capital	Rhodes, Brenda	Approved	10/4/2023 - 8:29 AM
Legal	Kern, Chris	Approved	10/4/2023 - 4:22 PM

Mayors Office	Montgomery, Brandi	Approved	10/5/2023 - 3:04 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Caroll

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:	BILL SMITH ELECTRIC, INC.
Project Name:	City of Mobile Alabama Cruise Terminal SPBB Gangway Improvements - Electrical
Project Number:	CT-045-21
Amount:	$90,989.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Cruise Terminal SPBB Gangway Improvements - Electrical

CAPITAL PROJECT #: CO525 (20002000-48010)

CONTRACT AMOUNT: $90,989.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CT-045-21

PROJECT DESCRIPTION: Install new electrical equipment for the SPBB moveable gangway (201 SOUTH WATER ST).

VENDOR NAME: Bill Smith Electric, Inc.

VENDOR NUMBER: 286307

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% ___ 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:** 9/27/2023

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)

Bill Smith Electric, Inc.
PO Box 1057
Gonzalez, FL 32560
850-968-6500
City of Mobile Business License Number: 99050
Secretary of State Registration Number: 928-186

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

City of Mobile Alabama Cruise Terminal
SPBB Gangway Improvements - Electrical
201 South Water Street
Mobile, Alabama, 36602
CT-045-21

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

Dell Consulting, LLC
813 Downtower BLVD
Suite D
Mobile, Alabama 36609

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

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

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9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than Ninety (90) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.
(Table deleted)
(Paragraph deleted)

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Ninety Thousand Nine Hundred Eighty-Nine and 00/100 ($ 90,989.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: $70,989.00
Contingency Allowance: $20,000.00
Total Contract Sum: $90,989.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
Contingency Allowance: Twenty Thousand and 00/100 ($20,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or
(Table deleted)
undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices: N/A
(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)

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

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§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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

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§ 5.1.7.2
(Paragraphs deleted)
Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)
§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the 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

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COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Bill Smith Electric, Inc. P.O. Box 1057 Gonzalez, Florida, 32560 has completed the contract for CT-045-21, SPBB Gangway Improvements-Electrical, 201 South Water Street, Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, 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 Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director, REAM

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P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jacob W. Smith, President
PO Box 1057
Gonzalez, FL 32560
jake@billsmithelectric.com
850-968-6500

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, 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

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.3 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

.4 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.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

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User Notes:
(1769548654)

such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

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.

Init. /

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All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum two (2) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

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In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
T1.0	TITLE SHEET	08/22/2023
E1.0	ELECTRICAL LEGEND AND SPECIFICATIONS	08/22/2023
E2.0	EXISTING ELECTRICAL PLAN	08/22/2023
E3.0	NEW WORK ELECTRICAL PLAN	08/22/2023

.4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	08/22/2023
Section 01010	Summary of Work	08/22/2023
Section 01011	Multiple Contracts and Occupied Areas	08/22/2023
Section 01210	Allowances	08/22/2023
Section 01310	Project Management & Co-ordination	08/22/2023
Section 01320	Construction Progress Documentation	08/22/2023
Section 01330	Submittal Procedures	08/22/2023
Section 01700	Execution Requirements	08/22/2023
Section 01770	Close out Procedures	08/22/2023
Section 017823	Operation and Maintenance Data	08/22/2023
Section 017839	Project Record Documents	08/22/2023

.5 Addenda, if any:

Number	Date
Addendum #1	09/1/2023
Addendum #2	09/13/2023

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Table deleted)

Supplementary and other Conditions of the Contract:

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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.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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(1769548654)
User Notes:

This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Bill Smith Electric, Inc.

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

(Rows deleted)

William S. Stimpson, Mayor
(Printed name and title)

Jacob W. Smith, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jacob W. Smith as President of Bill Smith Electric, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 25th day of SEPTEMBER, 20 23.

NOTARY PUBLIC
My Commission Expires: JUNE 03, 2026

BRYAN F. HARPER
Notary Public-State of Florida
Commission # HH 226376
My Commission Expires
June 03, 2026

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EXHIBIT A
SCOPE OF WORK

Mobile, Alabama Cruise Terminal

SPBB Gangway Improvements - Electrical

Mobile, Alabama

Project #CT-045-21

Install new electrical equipment and modify existing as required to power the new Seaport Boarding Bridge (SPBB moveable gangway)

END OF SCOPE OF WORK

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Bill Smith Electric, Inc. PO Box 1057 Gonzalez, FL 32560, hereinafter called the Principal, and Merchants National Bonding, Inc., hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Ninety Thousand Nine Hundred Eighty-Nine and 00/100 Dollars ($90,989.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile Alabama Cruise Terminal SPBB Gangway Improvements - Electrical (CT-045-21) 201 South Water Street, Mobile, Alabama 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023.

CONTRACTOR AS PRINCIPAL
Company: Bill Smith Electric, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: JACOB W. SMITH, PRESIDENT

SURETY
Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Mark W. Edwards, II, Attorney-in-Fact & AL Resident Agent

---

Resident Agent: _____
(Signature)

Name and Title: Mark W. Edwards, II, Attorney-in-Fact & AL Resident Agent
Company Name: McGriff Insurance Services, LLC
Address: 2211 7th Avenue South
Birmingham, AL 35233
Phone and Fax: P:205-581-9114 F: 205-581-9293

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alisa B Ferris; Anna Childress; Jeffrey M Wilson; Mark W Edwards II; R E Daniels; Richard H Mitchell; Robert R Freel; Robert Read Davis; Shelby E Daniels; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of , 2023 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, , Bill Smith Electric, Inc. PO Box 1057 Gonzalez, FL 32560, as Principal, and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Ninety Thousand Nine Hundred Eighty-Nine and 00/100 Dollars ($90,989.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2023 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile Alabama Cruise Terminal SPBB Gangway Improvements - Electrical (CT-045-21) 201 South Water Street, Mobile, Alabama 36602, which**, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Mark W. Edwards, II **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023

CONTRACTOR AS PRINCIPAL
Company: Bill Smith Electric, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: JACOB W. SMITH, PRESIDENT

SURETY
Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Mark W. Edwards, II, Attorney-in-Fact & AL Resident Agent

Resident Agent: _____
(Signature)

Name and Title: Mark W. Edwards, II, Attorney-in-Fact & AL Resident Agent
Company Name: McGriff Insurance Services, LLC
Address: 2211 7th Avenue South
Birmingham, AL 35233
Phone and Fax: P:205-581-9114 F: 205-581-9293

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alisa B Ferris; Anna Childress; Jeffrey M Wilson; Mark W Edwards II; R E Daniels; Richard H Mitchell; Robert R Freel; Robert Read Davis; Shelby E Daniels; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of , 2023 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner, Jr.
Secretary

POA 0018 (10/22)

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via 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	Bill Smith Electric, Inc.
Address	PO Box 1057 Gonzalez, FL 32560
Telephone	850-968-6500
E-Mail	jake@billsmithelectric.com

RFP/RFQ Solicitation Number	CT-045-21
Project Description	City of Mobile, Alabama Cruise Terminal SPBB Gangway Improvements - Electrical
Is your company a DBE company?	Yes ☑ No ☐
Work force demographics	Male 16 Female 5 Minority 1 Non-minority 20 SDVO _____ Total #of Employees 21

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jacob W. Smith

Signature: _____ Date: 9/20/2023

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Bryan Harper Title: General Manager

Email: bryan@billsmithelectric.com Phone: 850-968-6500

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 Bill Smith Electric, Inc. Your Bid/Proposal Amount $ 90,989.00 Date: 9/20/2023 Description City of Mobile, Alabama Cruise Terminal SPBB Gangway Improvements - Electrical

Name of Bidder/Proposer: Bill Smith Electric, Inc. Jacob W. Smith President

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Bill Smith Electric, Inc.

Contact Person: Jacob W. Smith Phone 850-968-6500 Email jake@billsmithelectric.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	✓	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	✓	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	✓	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	✓	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

	✓	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	✓	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Bill Smith Electric, Inc. is performing all work in-house using no subcontractors.

Alabama Secretary of State

Bill Smith Electric, Inc.	
Entity ID Number	000 - 928 - 186
Entity Type	Foreign Corporation
Principal Address	1095 HIDDEN TERRACE DR CANTONMENT, FL 32533
Principal Mailing Address	PO BOX 1057 GONZALEZ, FL 32560
Status	Exists
Place of Formation	Florida
Formation Date	10/31/1985
Qualify Date	09/01/2004
Registered Agent Name	PACIFIC REGISTERED AGENTS INC
Registered Office Street Address	420 NORTH 20TH STREET STE 2200 BIRMINGHAM, AL 35203
Registered Office Mailing Address	420 NORTH 20TH STREET STE 2200 BIRMINGHAM, AL 35203
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	2004 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022

Transactions

Transaction Date	12/07/2018
Principal Mailing Address Changed From	1095 HIDDEN TERRACE DR CANTONMENT, FL 32533
Transaction Date	12/07/2018
Principal Office Changed From	1707 CHEMSTRAND RD CANTONMENT, FL 32533

Bill Smith Electric, Inc.	
Transaction Date	02/08/2021
Agent Mailing Address Changed From	GEWIN, MURFEE EXECUTIVE MESSAGE CENTER 5770-D BELL RD MONTGOMERY, AL 36116
Transaction Date	02/08/2021
Registered Agent Changed From	GEWIN, MURFEE EXECUTIVE MESSAGE CENTER 5770-D BELL RD MONTGOMERY, AL 36116

Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	09/01/2004 Certificate of Formation 1 pg.
Document Date / Type / Pages	06/12/2018 Articles of Amendment 2 pgs.
Document Date / Type / Pages	12/07/2018 Articles of Amendment 2 pgs.
Document Date / Type / Pages	02/08/2021 Registered Agent Change 2 pgs.

Browse Results New Search

Company ID Number: 1207295

Approved by:

Employer Bill Smith Electric, Inc.	
Name (Please Type or Print) Lisa M Rietz	Title
Signature Electronically Signed	Date 06/16/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/16/2017

Company ID Number: 1207295

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Bill Smith Electric, Inc.
Company Facility Address	1095 Hidden Terrace Dr Cantonment, FL 32533
Company Alternate Address	PO Box 1057 Gonzalez, FL 32560
County or Parish	ESCAMBIA
Employer Identification Number	592320406
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2023

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 - Pensacola
10427 Sorrento Rd, Ste 305
Pensacola FL 32507
License#: L100460

CONTACT NAME: Melissa Harris
PHONE (A/C, No, Ext): 850-497-6510 FAX (A/C, No): 850-497-6515
E-MAIL ADDRESS: Melissa.Harris@Acentria.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FCCI Insurance Company	10178
INSURER B : Evanston Insurance Company	35378
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bill Smith Electric, Inc
P.O. Box 1057
Gonzalez FL 32560
BILLSMI-02

COVERAGES **CERTIFICATE NUMBER:** 2011529887 **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: X POLICY PRO-JECT LOC OTHER:	Y	Y	GL10008624700	7/24/2023	7/24/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	CA10008624600	7/24/2023	7/24/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB10008625000	7/24/2023	7/24/2024	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
A	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		WC010008624900	7/24/2023	7/24/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A B	Inland Marine Contractor's Pollution			CM10008624800 CPLMOL118383	7/24/2023 7/24/2023	7/24/2024 7/24/2024	Scheduled Equipment Limit	291,907 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Installation Floater Included in Policy Number CM10008624800
Jobsite Limit $650,000
Temporary Storage Limit $100,000
Transit Limit $300,000
Deductible $1,000
Project Name: City of Mobile Alabama Cruise Terminal SPBB Gangway Improvements – Electrical
Project Number: CT-045-21

See Attached...

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Charles H. Lybrand

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AGENCY CUSTOMER ID: BILLSMI-02

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Acentria Insurance - Pensacola	Bill Smith Electric, Inc P.O. Box 1057 Gonzalez FL 32560
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

City of Mobile is included as an additional insured in respect to General, Automobile, and Umbrella Liability, All policies except workers compensation, shall be Primary and Non- Contributory with any other insurance in force or which may be purchased by additional insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General, Auto, Umbrella Liability, and Workers Compensation. . Should any of the above-described policies be canceled, non-renewed or materially changed before the expiration date thereof. 30 days written notice (10 days for non-payment) will be mailed to the Certificate Holder. Installation Floater. Company - FCCI Insurance Company Policy Term-7/24/22 - 7/24/2023 S650,000 any one location S650.000 any disaster $250,000 temporary location - includes coverage at ANY temporary location including on job site and off the site $100,000 in transit Special Perils; $2,500 deductible

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AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember William Carroll and Mayor Stimpson

Purpose and Scope of Project:

Construction of Heroes Plaza at the entrance of Cooper Riverside Park and Arthur R. Outlaw Convention Center

Amount of Contract:

$8,869,601.00

Funding Source

Project # Heroes Plaza PR-022-22	**Discretionary Funds**
Project String C0607 Heroes Plaza (20002000-48010)	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	9/28/2023 - 11:35 AM
Capital	Rhodes, Brenda	Approved	9/28/2023 - 1:10 PM
Legal	Kern, Chris	Approved	9/28/2023 - 2:34 PM
Mayors Office	Montgomery, Brandi	Approved	9/28/2023 - 3:45 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:	RH DEAS BUILDING CO., LLC
Project Name:	TIF Heroes Plaza Sports Hall of Fame Courtyard Renovations
Project Number:	PR-022-22
Amount:	$8,869,601.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: TIF Heroes Plaza Sports Hall of Fame Courtyard Renovation

CAPITAL PROJECT #: C0607 (20002000-48010)

CONTRACT AMOUNT: $8,869,601.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-022-22

PROJECT DESCRIPTION: Construction of Heroes Plaza Hall of Fame Courtyard at the entrance of Cooper Riverside Park and next to the Arthur R. Outlaw Convention Center

VENDOR NAME: RH DEAS BUILDING CO., LLC

VENDOR NUMBER: 298743

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% ___ 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:** 9/27/2023

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)

RH Deas Building CO LLC
3660 Dauphin ST.
Suite D
MOBILE, AL 36608

City of Mobile Business License Number: 123437
Secretary of State Registration Number:00-008-839

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

Heroes Plaza
1 South Water Street
Mobile, Alabama, 36602
Construction of Hero's Plaza Hall of Fame Courtyard at the entrance of Copper Riverside Park and next to the Arthur R. Outlaw Convention Center.
PR-022-22

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

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

Volkert, Inc.
1110 Montlimar Dr. Suite 1050
Mobile, Alabama 36609

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.

Init.
/
AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:22:43 ET on 09/27/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1483420240)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than Three Hundred Sixty Five (365) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.
(Table deleted)
(Paragraph deleted)

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Million Four Hundred Eighty Seven Thousand Seven Hundred Eleven and 00/100 ($ 6,487,711.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: $6,437,711.00
Contingency Allowance: $50,000.00
Total Bid: $6,487,711.00
Alternate #1: $117,431.00
Alternate #2: $199,720.00
Alternate #3: $ 681,571.00
Alternate #4: $ 1,255,656.00
Alternate #5: $ 39,000.00
Alternate #6: $ 88,512.00

Total Contract Sum: $8,869,601.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Additive Alternate #1- Fountain Façade	**$117,431.00**
Additive Alternate #2 - ADA Ramp	**$199,720.00**
Additive Alternate #3 - Intersection Work	**$681,571.00**
Additive Alternate #4 - Electrical Work	**$1,255,656.00**
Additive Alternate #5 - Speaker System	**$39,000.00**
Additive Alternate # 6- Camera System	**$88,512.00**

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
Contingency Allowance: Fifty Thousand and 00/100 ($50,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or
(Table deleted)
undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)
(Row deleted)

Item	
Unit Prices: See Exhibit B, Hero's Plaza	Schedule of Values

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of

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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;

.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.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
  - a.) Contractor's Release or Waiver of Liens
  - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

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Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that <RH Deas Building Co. LLC> has completed the contract for <PR-022-22 REBID, Heroes Plaza, 1 South Water Street Mobile, Alabama, 36602> All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

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§ 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)

Richard Deas, Jr., President
3660 Dauphon St.
Suite D
Mobile, AL 36608
RICHARD@RHDEASBUILDINGCO.COM
251-217-7939

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of

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Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

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.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> "confirm with PM"

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required

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Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

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3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum two (2) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date

.4 Specifications

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Section	Title	Date
DIVISION 01	**GENERAL REQUIREMENTS**	July 14, 2023
Section 011000	Summary	July 14, 2023
Section 012000	Price and Payment Procedures	July 14, 2023
Section 012200	Unit Prices	July 14, 2023
Section 0125000	Substitution Procedures	July 14, 2023
Section 013000	Administrative Requirements	July 14, 2023
Section 013216	Construction Progress Schedule	July 14, 2023
Section 013233	Photographic Documentation	July 14, 2023
Section 014000	Quality Requirements	July 14, 2023
Section 014219	Reference Standards	July 14, 2023
Section 015000	Temporary Facilities and Controls	July 14, 2023
Section 017000	Execution and Closeout Requirements	July 14, 2023
Section 017419	Construction Waste Management and Disposal	July 14, 2023
Section 017800	Closeout Submittals	July 14, 2023
Section 017900	Demonstration and Training	July 14, 2023
DIVISION 02	**EXISTING CONDITIONS**	July 14, 2023
DIVISION 03	**CONCRETE**	July 14, 2023
Section 030110	Concrete Testing	July 14, 2023
Section 030516	Underslab Vapor Barrier	July 14, 2023
Section 031000	Concrete Forming and Accessories	July 14, 2023
Section 033000	Cast-in-Place Concrete	July 14, 2023
Section 033511	Concrete Floor Finishes	July 14, 2023
Section 034500	Precast Architectural Concrete	July 14, 2023
DIVISION 04	**MASONRY**	July 14, 2023
Section 040511	Mortaring and Masonry Grout	July 14, 2023
Section 04200	Unit Masonry	July 14, 2023
Section 047200	Cast Stone Masonry	July 14, 2023
DIVISION 05	**METALS**	July 14, 2023
Section 051200	Structural Steel Framing	July 14, 2023
Section 057000	Decorative Metal	July 14, 2023
DIVISION 06	**WOOD, PLASTICS, AND COMPOSITES**	July 14, 2023
DIVISION 07	**THERMAL AND MOISTURE PROTECTION**	July 14, 2023
DIVISION 08	**OPENINGS**	July 14, 2023
DIVISION 09	**FINSIHES**	July 14, 2023
DIVISION 10	**SPECIALTIES**	July 14, 2023
DIVISION 11	**EQUIPMENT**	July 14, 2023
DIVISION 12	**FURNISHINGS**	July 14, 2023
DIVISION 13	**SPECIAL CONSTRUCTION**	July 14, 2023
Section 133100	Tensile Membrane Structures	July 14, 2023
DIVISION 14	**CONVEYING EQUIPMENT**	July 14, 2023
DIVISION 21	**FIRE SUPPRESSION**	July 14, 2023
DIVISION 22	**PLUMBING**	July 14, 2023
DIVISION 23	**HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)**	July 14, 2023
DIVISION 25	**INTEGRATED AUTOMATION**	July 14, 2023
DIVISION 26	**ELECTRICAL**	July 14, 2023
DIVISION 27	**COMMUNICATIONS**	July 14, 2023
DIVISION 28	**ELECTRONIC SAFETY AND SECURITY**	July 14, 2023
DIVISION 31	**EARTHWORK**	July 14, 2023
DIVISION 32	**EXTERIOR IMPROVEMENTS**	July 14, 2023
Section 321313	Concrete Paving	July 14, 2023
Section 328423	Underground Sprinklers	July 14, 2023
Section Plants		July 14, 2023
DIVISION 33	**UTILITIES**	July 14, 2023
DIVISION 34	**TRANSPORTATION**	July 14, 2023
DIVISION 40	**PROCESS INTEGRATION**	July 14, 2023

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.5 Addenda, if any:

Number	Date
Addendum #1	July 20, 2023
Addendum # 2	August 1, 2023
Addendum # 3	August 11, 2023
Addendum # 4	August 21, 2023

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

.6 Other Exhibits:

§ 9.2

(Paragraphs 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.)

<Should stay the same but double check>

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
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

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§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 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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(1483420240)
User Notes:

This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: <RH Deas Building Co. LLC >

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

< Richard Deas, Jr., President >
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared < Richard Deas, Jr. > as <President > of < RH Deas Building Co. LLC > and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 14th day of September, 2023.

NOTARY PUBLIC
My Commission Expires:

Notary Public, Alabama State at Large
Alicia Arns
Expires 11/14/2026

Init.

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(1700942572)

EXHIBIT A
SCOPE OF WORK

HERO'S PLAZA

Project #PR-022-22

Scope of work is indicated on drawings and includes but is not limited to demolition of existing site elements adjacent to and touching Mobile Convention Center, installation of hardscape, landscape, utilities, drainage, driveways, parking areas, lighting, multimedia system, furniture, and renovation, upgrades, and recommissioning of the existing fountain. Equipment in the pump room located under the south grand staircase will be upgraded and additional lighting and electrical control panels will be added.

END OF SCOPE OF WORK

Exhibit B

Heroes Plaza - Schedule of Values Base Bid		
Item	**Lump Sum Cost**	**Description**
General Conditions	$747,637.00	Includes all temporary construction related items pertaining to construction site operation and access control: fencing for access and erosion control, signage, construction monitoring camera, restroom facilities, construction trailers, etc.
Bonds and Insurance	$356,142.00	Contract required bonds and insurance
Contractor Fees	$555,656.00	Contractor mark up on work
Demolition	$251,062.00	Includes all demolition indicated in plans. Includes shoring and protection of existing architectural structures to remain. Includes removal and stockpiling of existing site elements to be re-used (plaque marker, tree grates, masonry veneer). Does not include granite cobbles. Includes repair and touch-ups to masonry where existing building walls and columns are exposed or damaged.
Earthwork	$49,162.00	Includes subgrade preparation, cut and fill, and mass grading within Plaza.
Utilities - Stormwater	$424,840.00	Includes all required drainage structures (pipes, junction boxes, inlets, etc.), including underdrain pipe and landscape drains. Removal of existing drainage structures shall be included in Demolition.
Utilities - Electrical	$427,240.00	Includes installation of all required underground electrical conduit and junction boxes to service the lighting system. Does NOT include light fixtures, circuits, cameras, speakers, panels, etc. which are included in Alternate 4-6.
Utilities - Water Line	$166,182.00	Includes installation of required water line as shown in the plans, including all taps, valves, fittings, and resetting of fire hydrants and valves. Removal of existing waterline shall be included in Demolition.
CIP Concrete Paving	$210,240.00	Furnish and install all CIP concrete flatwork including aggregate base, steel reinforcement, control joints, and expansion joints.
CIP Concrete Walls	$90,846.00	Furnish and install all CIP concrete walls including their footers, aggregate base, steel reinforcement, embedded conduit, expansion joints, blockouts for light fixtures, and skate stops. Includes all walls except for ADA ramp wall, wall between ADA ramp and stairs, fountain wing walls, and fountain wall cap.
CIP Concrete Curbing	$102,629.00	Furnish and install all concrete curbs, including steel reinforcement and aggregate base.
CIP Concrete Stairs	$67,425.00	Furnish and install all new concrete stairs, including aggregate base.

Heroes Plaza - Schedule of Values Base Bid		
Item	**Lump Sum Cost**	**Description**
Fountain Hardscape Modifications	$73,209.00	Furnish and install all CIP concrete fountain components including fountain wing walls with embedded conduit and blockouts for light fixtures and lighting driver enclosures, new concrete slab on fountain façade (pending acceptance of Alternate 1), concrete fill to raise fountain basin elevation, and all aggregate bases, footers, steel reinforcement, and embedded conduits. Includes installation of fountain waterline tile, fountain wall cap, and 3" precast concrete veneer with bullnose edge. Includes skate stops for fountain wall cap.
Precast Concrete Benches	$413,591.00	Furnish and install modular benches and freestanding benches. Includes aggregate base, CIP concrete footers, cutouts for lights, skate stops, and engraving.
Precast Concrete Wall Cladding	$257,070.00	Furnish and install precast cladding on fountain wing walls, on large staircase cheek walls, and all precast wall caps.
Precast Concrete Statue Bases	$254,710.00	Furnish and install bases on sheets L-5.60 through L-5.63. Includes installation of bronze base plates and bronze statues (provided by others), skate stops, and sponsor plaques. Does not include Future Statue Bases on L-5.64.
Pavers - Precast Concrete	$363,166.00	Furnish and install all pedestrian, vehicular, and truncated dome pavers on details 1, 2, and 7 / L-5.00. Includes aggregate base, concrete base, mortar, and steel reinforcement.
Wood Seat Wall Caps	$165,000.00	Furnish and install all wood seat wall caps.
Fountain - Mechanical & Electrical	$535,856.00	Furnish and install all mechanical and electrical systems indicated in fountain plans. Includes pumps and switches (and their associated electrical wiring, controllers, conduit, and junction boxes). Includes fan replacement in equipment room. Excludes light fixtures and their associated electrical wiring.
Fountain - waterproofing	$14,510.00	Design, furnishing, and installation of the fountain waterproofing appropriate for the use of the feature and site conditions.
Handrails	$32,000.00	Furnish and install all handrails indicated on L-2.02 and L-2.03.
Structures - Tensile Membrane Structure + Footings	$415,900.00	Furnish and install tensile membrane structure and footing indicated on L-2.01, L-2.02, L-5.80, S-1.10, S-1.11, 9/S-2.01. Excludes light fixtures and wiring.
Site Furniture	$9,983.00	Furnish and install bike racks, tree grates, and trash receptacles. Refer to L-2.01, L-2.02, L-2.03, and L-2.04
Landscape - Fine Grading, Soil Amendments, and Backfill	$12,000.00	Furnishing and installation of soil amendments, fine grading, and mounding of soil in accordance with grading and landscape plans.

BID FORM

Heroes Plaza - Schedule of Values Base Bid		
Item	**Lump Sum Cost**	**Description**
Landscape - Mulch	$17,700.00	Furnishing and installation of mulch.
Landscape - Trees	$90,250.00	Furnishing and installation of all trees, including guying, staking, and 1-year warranty.
Landscape - Shrubs	$67,023.00	Furnishing and installation of all shrubs, including 1-year warranty.
Landscape - Perennials	$14,039.00	Furnishing and installation of all perennials, bulbs, and groundcovers, including 1-year warranty.
Landscape - Irrigation	$42,500.00	Design, furnishing, and installation of irrigation system providing full coverage to all landscape areas.
Roundabout	$88,141.00	Includes all excavation, grading, crushed aggregate, asphalt, concrete, etc. to construct the required roundabout and access drives as described in the plans. Does not include curbing.
Striping – Bike Markings	$16,000.00	Includes required bike lane striping as shown in the Plans.
Striping – Heroes Plaza & Parking Lot	$3,072.00	Includes required striping in existing parking lot and in new drop off area of Plaza.
Required Signage	$7,500.00	Includes required signage within the Plaza as described in the Plans.
Pedestrian Signals	$56,085.00	Includes installation of required pedestrian signal poles and heads to be installed within the Plaza (2). Includes all excavation, backfill, foundation, wiring, etc. Does not include pedestrian signals to be installed within the intersection.
Modifications to Traffic Control System	$7,131.00	Includes modifications to the existing traffic control system as needed to program and operate the new pedestrian signals.
Traffic Control Items	$16,870.00	Includes installation and maintenance of required traffic control devices to construct the Plaza as described in the Plans.
Erosion Control Items	~~$13,305.00~~ 15,344.00	Includes installation and maintenance of required erosion control devices as described in the Plans.
Additional Item -		
Additional Item -		
Additional Item -		
Additional Item -		
Additional Item -		
Contingency	$50,000.00	
TOTAL	$6,487,711.00	

BID FORM

Heroes Plaza - Schedule of Values Alternate 1 – Fountain Facade		
Item	**Lump Sum Cost**	**Description**
Pavers – Granite Cobble	$117,431.00	Remove granite cobbles from existing fountain wall. Refurbish and install granite cobbles as indicated on L-2.03 (ALT). Includes aggregate sub-base, concrete base with reinforcement, and mortar. Includes furnishing and installation of precast plaque marker (refer to L-5.70).
TOTAL	$117,431.00	

Heroes Plaza - Schedule of Values Alternate 2 – ADA Ramp		
Item	**Lump Sum Cost**	**Description**
CIP Concrete Ramp	$38,775.00	Furnish and install ADA ramp walls and paving. Includes aggregate base, wall footers, control and expansion joints, steel reinforcement, block-outs for light fixtures and embedded conduit.
CIP Concrete wall between ramp and stairs	$58,445.00	Furnish and install CIP concrete wall including footer, aggregate base, steel reinforcement, embedded conduit, expansion joints, block-outs for light fixtures, precast veneer and cap, and skate stops.
Guardrails	$102,500.00	Furnish and install all guardrails indicated on L-2.02 (ALT).
TOTAL	$199,720.00	

Heroes Plaza - Schedule of Values Alternate 3 – Work at Government St. / Water St. Intersection		
Item	**Lump Sum Cost**	**Description**
Required Asphalt	$60,781.00	Includes required asphalt and tack coat to be installed in the intersection (Wearing Surface).
Required Milling	$12,156.00	Includes required planning in the intersection as described in the Plans.
Safety Nose Modifications	$21,675.00	Includes the construction of the new safety noses as described in the Plans, including all concrete, crushed aggregate, asphalt patching, sawcutting, etc. Also includes the removal of the existing safety noses as needed to construct the new safety noses.
Concrete Sidewalk	$9,319.00	Includes sidewalk and ADA curb ramps to be installed within existing medians and western corners of Government St. / Water St. Intersection. Also includes removal of existing sidewalks as needed meet the requirements of the Plans.
Striping	$22,935.00	Includes required intersection striping as depicted in the Plans. Bike lane striping included in Base Bid.

Heroes Plaza - Schedule of Values Alternate 3 – Work at Government St. / Water St. Intersection		
Item	**Lump Sum Cost**	**Description**
Crosswalk - Thermoset	$36,000.00	Includes installation of realigned crosswalks with stone-thermo-set crosswalk treatment as described in the Plans.
Required Signage	$9,375.00	Includes all required signage for Government St. / Water St. intersection as depicted in the Plans. Signage to be installed within the Plaza shall be included in the Base Bid.
Traffic Signal Pole	$49,920.00	Includes installation of required traffic signal pole as described in the Plans. Includes all excavation, backfill, foundation, wiring, etc.
Traffic Signal Heads	$22,542.00	Includes installation of required traffic signal heads as described in the Plans. Includes all wiring as needed.
Pedestrian Signals	$46,346.00	Includes installation of required pedestrian signal poles and heads not to be installed within the Plaza. Includes all excavation, backfill, foundation, wiring, etc. Does not include pedestrian signals to be installed within the Plaza (2).
Modifications to Traffic Control System	$261,642.00	Includes modifications to the existing traffic control system as needed to program and operate the new traffic and pedestrian signals.
Traffic Control Items	$128,880.00	Includes additional traffic control items necessary for intersection work.
TOTAL	$681,571.00	

Heroes Plaza - Schedule of Values Alternate 4 – Electrical Work		
Item	**Lump Sum Cost**	**Description**
Lighting - Site	$1,255,656.00	Furnish and install all light fixtures, footings, drivers, panels, transformers, and wiring. Includes modifications to electrical room (replacement of fan and louver and heater relocation). Includes lighting driver cabinets at fountain wing walls. Refer to L-4.01, L-4.02, L-4.03, and L-4.04, and Civil electrical sheets (C-10.00 – C-10.13). Includes costs to program and integrate the system (including training for City employees).
TOTAL	$1,255,656.00	

Heroes Plaza - Schedule of Values Alternate 5 – Speaker System		
Item	**Lump Sum Cost**	**Description**
Speaker System	$39,000.00	Furnish and install all speakers, control system, panels, cabinet enclosure, and wiring. Includes costs to program and integrate the system (including training for City employees).
TOTAL	$39,000.00	

Heroes Plaza - Schedule of Values Alternate 6 – Camera System		
Item	**Lump Sum Cost**	**Description**
Camera System	$88,512.00	Furnish and install all cameras, switch, patch panel, cabinet enclosure, wiring, connection to existing system, and incidentals. Includes costs to integrate with existing camera system.
TOTAL	$88,512.00	

REQUIRED LISTING OF SUBCONTRACTORS/SUPPLIERS: List the subcontractors/suppliers for the trades listed below which you intend to use for the base bid. If no trades are designated, the listing is not required. List yourself for work you intend to self-perform. Any envelope adjustments to this section must be initialed by the bidder. Failure to complete this section may render your bid non-responsive. See Supplemental Instructions to Bidders for additional information.

(List requested trades here, if any)

Chris Brewer Contracting WR Mitchell

Kent's Landscaping

Harris Stone Works

Perdue Concrete

Superior Masonry

Bagby Russell Electric

CONTINGENCY ALLOWANCE: $50,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

Bond No. 21BCSJC1408

AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

R. H. Deas Building Co., LLC
3660 Dauphin St., Suite D
Mobile, AL 36608

SURETY:
(Name, legal status and principal place of business)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155 - 0001
A CT Corporation

OWNER:
(Name, legal status and address)

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT
Date:
Amount: $ 8,869,601.00 Eight Million Eight Hundred Sixty Nine Thousand Six Hundred One and 00/100 Dollars
Description:
(Name and location)
Heroes Plaza
1 South Water Street, Mobile, AL 36602
PR-022-22

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $ 8,869,601.00 Eight Million Eight Hundred Sixty Nine Thousand Six Hundred One and 00/100 Dollars
Modifications to this Bond: X None See Section 16

R. H. Deas Building Co., LLC
CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Signature: _____
Name and Title:

SURETY Hartford Fire Insurance Company
Company: *(Corporate Seal)*
Signature: Mark W. Edwards, II
Name and Title: Mark W. Edwards, II
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:

McGriff Insurance Services, LLC
2211 7th Avenue South
Birmingham, AL 35233
205-252-9871

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Architectural Engineering Department
P.O. Box 1827
Mobile, AL 36633-18702

Volkert, Inc.
1110 Montlimar Dr., Suite 1050
Mobile, AL 36609

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§ 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 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.

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§ 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.

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(3B9ADA35)

§ 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:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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(3B9ADA35)
User Notes:

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Mark W. Edwards, II, Attorney-in-Fact, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 17:24:04 CT on 09/20/2023 under Order No. 4104240693 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ - 2010, Performance Bond, other than changes shown in the attached final document by underscoring added text and striking over deleted text

Mark W. Edwards II
(Signed)

Mark W. Edwards, II, Attorney-in-Fact
(Title)

(Dated)

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User Notes:
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POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MCGRIFF INSURANCE SERVICES LLC
Agency Code: 21-250036

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Robert Read Davis of Atlanta GA, Robert M. Verdin of Metairie LA, R.E. Daniels, Shelby E. Daniels of Pensacola FL, Christopher C. Gardner of Union MS, Samuel F. Audia III, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith, Jeffrey M. Wilson of BIRMINGHAM, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

Bond No. 21BCSJC1408

AIA® Document A312® – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

R. H. Deas Building Co., LLC
3660 Dauphin St., Suite D
Mobile, AL 36608

SURETY:
(Name, legal status and principal place of business)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155 - 0001
A CT Corporation

OWNER:
(Name, legal status and address)

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT
Date:
Amount: $ 8,869,601.00 Eight Million Eight Hundred Sixty Nine Thousand Six Hundred One and 00/100 Dollars
Description:
(Name and location)
Heroes Plaza
1 South Water Street, Mobile, AL 36602
PR-022-22
BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $ 8,869,601.00 Eight Million Eight Hundred Sixty Nine Thousand Six Hundred One and 00/100 Dollars
Modifications to this Bond: X None See Section 18

CONTRACTOR AS PRINCIPAL R. H. Deas Building Co., LLC	**SURETY** Hartford Fire Insurance Company
Company: *(Corporate Seal)*	Company: *(Corporate Seal)*
Signature:	Signature: Mark W. Edwards, II
Name and Title:	Name and Title: Mark W. Edwards, II 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:

McGriff Insurance Services, LLC
2211 7th Avenue South
Birmingham, AL 35233
205-252-9871

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Architectural Engineering Department
P.O. Box 1827
Mobile, AL 36633-18702

Volkert, Inc.
1110 Montlimar Dr., Suite 1050
Mobile, AL 36609

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(3B9ADA33)
User Notes:

§ 1 The Contractor and 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 obligations 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 obligation 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.

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§ 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 5.1.2 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 Definitions

§ 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 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 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.

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User Notes:

§ 16.4 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.

§ 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 and Title:		Name and Title:	
Address:		Address:	

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(3B9ADA33)
User Notes:

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Mark W. Edwards,II, Attorney-in-Fact, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 16:52:02 CT on 09/20/2023 under Order No. 4104240693 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ - 2010, Payment Bond, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Mark W. Edwards, II

(Signed)

Mark W. Edwards, II, Attorney-in-Fact

(Title)

(Dated)

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User Notes:

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MCGRIFF INSURANCE SERVICES LLC
Agency Code: 21-250036

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Robert Read Davis of Atlanta GA, Robert M. Verdin of Metairie LA, R.E. Daniels, Shelby E. Daniels of Pensacola FL, Christopher C. Gardner of Union MS, Samuel F. Audia III, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith, Jeffrey M. Wilson of BIRMINGHAM, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA } **ss. Lake Mary**
COUNTY OF SEMINOLE }

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say; that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company RH Deas Bld. Co. Your Bid/Proposal Amount $ 6,487,711.00 Date:

8 / 23 / 2023 Description Heroes Plaza

Name of Bidder/Proposer: Richard Deas

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Superior Masonry		Precast	495,000	7.6%	Yes	
WR Mitchell		Utilities, Water	182,800	2.8%	Yes	
Kent's Landscaping		Landscaping, Irrigation	256,300	4.0%	No	
CBC Inc		Sitework	848,000	13%	No	
Bagby & Russell		Electrical	455,596	7.0%	No	
Pavers Concrete		Concrete	440,000	6.7%	No	
Pavers		RH Deas Bld. Co	400,000	6.2%	No	
Asphalt Paving		Bay Area Contracting	97,500	1.5%	No	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

C O S D
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1 B P

S I. I

Company	RH DEAS BUILDING CO LLC
Address	3660 DAUPHIN ST. SUITE D MOBILE, AL 36608
Telephone	251-217-7939
E-Mail	RICHARD@RHDEASBUILDINGCO.COM

RFP/RFQ Solicitation Number	PR-022-22
Project Description	HEROES PLAZA
Is your company a DBE company	Yes ☐ No ☒
Work force demographics	(Male) (Female) Minority Non-minority Vets Total of Employees 4

S M S P

Printed Name: Richard Deas, Jr.

Signature: _____ Date: 8-23-2023

Title: President

The following employee will be designated as the **DBE L** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Richard Deas, Jr. Title: President

E-mail: Phone: richard@rhdeasbuildingco.com 251-217-7939

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

F 2 G F E D

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 ☐	D DBE
	✓	**PRE-BID MEETING S** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		**CMDBE ALDOT DBE LIST S** The bidder utilized the Office of Supplier Diversity s list or lists of certified ALDOT DBE s
✓		**SMALL CONTRACT S** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
✓		**FOLLOW-UP** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	✓	**ADVERTISEMENT** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
✓		**INTERNET ADVERTISING** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
✓		**GOOD FAITH NEGOTIATIONS** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

S S P

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

✓		**INFORMATION** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		**WRITTEN NOTICE S** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
✓		**COMMUNITY RESOURCES** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
✓		**CONTRACT RECORDS** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

Alabama Secretary of State

R. H. Deas Building Co., LLC	
Entity ID Number	001 - 008 - 839
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	03/15/2022
Registered Agent Name	Deas, Richard H Jr.
Registered Office Street Address	304 Carmel Dr. E. Mobile, AL 36608
Registered Office Mailing Address	304 Carmel Dr. E. Mobile, AL 36608
Nature of Business	
Organizers	
Organizer Name	Stabler, Daniel T
Organizer Street Address	11 N. Water St., Suite 24290 Mobile, AL 36602
Organizer Mailing Address	11 N. Water St., Suite 24290 Mobile, AL 36602
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	03/15/2022 Certificate of Formation 4 pgs.

Browse Results New Search

E-Verify

Company ID Number: 1846425

Approved by:

Employer RH Deas Building Co., LLC	
Name (Please Type or Print) Richard Deas	Title President
Signature Electronically Signed	Date 06/17/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) Richard Deas, Jr.	Title President
Signature Electronically Signed	Date 6/20/2022

E-Verify

Company ID Number: 1646425

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	RH Dees Building Co., LLC
Company Facility Address	304 Carmel Dr E Mobile, AL 36608-2463
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	661235348
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
3212 Midtown Park S
Mobile AL 36606

License#: 2081754
RHDEASB-01

CONTACT NAME: Charlene Stout
PHONE (A/C, No, Ext): 251-473-4600 **FAX (A/C, No):** 251-450-0032
E-MAIL ADDRESS: cstout@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mesa Underwriters Specialty Insurance Company	36838
INSURER B : Scottsdale Insurance Company	41297
INSURER C : Auto-Owners Insurance Company	18988
INSURER D : Hartford Underwriters Insurance Company	30104
INSURER E :	
INSURER F :	

INSURED
R. H. Deas Building Company, LLC
3660 Dauphin Street, Suite D
Mobile AL 36608

COVERAGES **CERTIFICATE NUMBER:** 261871480 **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			MP0082001005979	4/6/2023	4/6/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	POLICY [X] PRO-JECT [ ] LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	AUTOMOBILE LIABILITY			5442046300	4/6/2023	4/6/2024	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)	$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR			XLS1224391	4/6/2023	4/6/2024	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [ ] RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			6S60UB6R52916923	8/5/2023	8/5/2024	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status on a primary and non-contributory basis and a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
JOB: Heroes Plaza, 1 South Water Street, Mobile, AL 36602

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:

Paul Prine, Chief of Police

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize contract with ProtecVideo, LLC for telemetry and consulting services; not to exceed $500,000.00 per year for 3 years.

Amount of Contract:

NTE 500,000

Funding Source

Project # **Discretionary Funds**

Project String 10041545 42200 Professional & Technical Services **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PTV FY23 Resolution	Resolution Letter	10/5/2023
PTV FY23 COI	Backup Material	10/5/2023
PTV FY23 Service Contract	Backup Material	10/5/2023
PTV FY23 Services	Backup Material	10/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Bryars, Donna	Approved	10/5/2023 - 3:50 PM
Legal	Kern, Chris	Approved	10/5/2023 - 3:16 PM

Mayors Office	Montgomery, Brandi	Approved	10/5/2023 - 3:21 PM
Legal	Kern, Chris	Approved	10/5/2023 - 3:16 PM

23- **2023**

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a three year contract, by and between the City of Mobile and **PROTECVIDEO, LLC**., in an amount not to exceed $500,000 for a period ending October 31, 2024, to begin upon execution, renewable, for the provision of professional services in the deployment and management of technical services, technology services, and consulting services A Copy of said contract is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/4/2023

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 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:** Rhett Butler
US Risk, LLC	**PHONE (A/C. NO. EXT):** (866) 315-3838 **Fax (A/C. No.):** (214) 265-4932
	E-MAIL ADDRESS: info@securityamericains.com
8401 N. Central Expressway, Suite 1000	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Dallas TX 75225	**INSURER A:** Underwriters at Lloyd's, London — AA1122000
INSURED:	**INSURER B:**
ProTecVideo LLC	**INSURER C:**
PO Box 25	**INSURER D:**
	INSURER E:
Stockton AL 36579	**INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		SPG185624	12/19/2022	12/19/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PROFESSIONAL LIABILITY	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $1,000,000
	AUTOMOTIVE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Red Rock Reality Group, Inc. is listed as Additional Insured as respect to General Liability coverage related to operations of the Named Insured.

CERTIFICATE HOLDER

Red Rock Reality Group, Inc.

1425 Richard Arrington Jr. Blvd S

Birmingham AL 35205

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

Randall Goss, CEO/Chairman

Professional Services Contract
City of Mobile

Project: Specialized Network Setup and Management

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this _____ day of _____ , by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Protecvideo, LLC, (sometimes hereinafter "Contractor") an Alabama Limited Liability Company , as follows:

WHEREAS, the City of Mobile desires to establish new and continued deployment and management of technical services, personnel, technology services, training, prime contracting, and consulting services; as well as for existing integrated network and telemetry services program(s) throughout the City for public safety and security; and,

WHEREAS, the City of Mobile requires the services of a professional contractor with expertise in camera capabilities, technology deployment, field operations, networking, training, contracting, and software; and,

WHEREAS, the Contractor has extensive and relevant proficiency and experience in these areas, as well as operates proprietary systems paramount in existing system(s); and,

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:
City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

Contractor agrees that it will provide the services as described below and in the attached Exhibit A.

Specific tasking of the Contractor, oversight of individual services provided by the Contractor, and review and approval of payment of all Contractor invoices shall be performed by the City of Mobile, Gulf Coast Technology Center Commander, or his/her designated representative.

II. COMPENSATION

City hereby agrees to pay the Contractor at the rate schedule in Exhibit A for the work to be performed under this contract. Contractor shall submit monthly invoices that document the work completed during the billing period. No other tasks may be subject to invoice absent advance written proposal and price quotation by Contractor of additional work to be performed and written approval by City. The total amount to be paid by City under this Contract shall not exceed **$500,000.00** per the identified period of performance. However, only authorized material and services will be paid, to whatever capacity, budget, or limit set by The City of Mobile, Gulf coast Technology Center Commander.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue **through October 31, 2024**, renewable or extended, upon submission of a new and/or addendum contract with the consent of the City and the Contractor.

IV. GENERAL PROVISIONS

A. City shall provide written task orders to Contractor. Contractor shall submit invoices to the City of Mobile, Gulf Coast Technology Center Commander, or his/her designated representative., with reports of its activities and work product documents.

B. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

C. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City.

D. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but not on the contrary, Contractor shall be wholly responsible therefore.

E. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, written materials, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

F. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement. Contractor shall abide by provisions of the Mobile City Code which prohibits discrimination in employment by Providers and subcontractors performing work for the City.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation .

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City’s costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. This contract may be cancelled by The City without advance notice. The City's representative for purposes of this Agreement is the City of Mobile, Gulf Coast Technology Center Commander. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Office of The Mayor, Chief of Staff
City of Mobile
PO Box 1827
Mobile, Alabama 36633 -1827

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:

Protecvideo, LLC
P.O. Box 7641
Spanish Fort, AL 36577

K. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

N. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

0. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

P. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect a minimum $500,000 business liability insurance policy issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. Exhibit B. Said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

Q. The Contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et. seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

R. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
Mayor

ATTEST:

_____
City Clerk

ProtecVideo , LLC 1545

BY: John Murphy

Its Owner

Exhibits:

A – Rate of Services
B – Evidence of Insurance

VIDEO SURVEILLANCE IN THE CLOUD

License Number 12464

Services

Remote Operations Analysis ($90.00 per hour) In many cases, Advanced Camera Analytics and other general surveillance city camera systems have the capability of virtual access for trouble shooting and correcting system operations. For these services, at the request of the cities' representative, ProTecVideo personnel will access troubled systems and attempt to correct issues through computer/internet connectivity. If the issue cannot be resolved, a Field Service site visit would be necessary.

Field Service ($125 per hour) Covers work on all systems including trouble shooting, replacing, or the installation of, camera systems, alarm systems, or controlled access systems. This service will include one or more personnel as needed with all standard trade tools and one or more service vehicles. This will not include the use of specialized equipment or rented equipment required for other than normal operations or replacement parts and equipment required for the project (Time estimates for completion will be provided after the initial assessment). Rental fees and other costs will be passed off as a direct cost to the City of Mobile.

Wireless Antennas & Fiber / Field Service ($150 per hour) ProTecVideo has the capability to install and support WiFi systems for a wide level of WiFi internet needs. This service will include one or more personnel as needed with all standard trade tools and one or more service vehicles. This will not include the use of specialized equipment or rented equipment required for other than normal operations or replacement parts and equipment required for the project (Time estimates for completion will be provided after the initial assessment). Rental fees and other costs will be passed off as a direct cost to the City of Mobile.

Research & Development ($200 per hour) On some occasions, the Police Department and other city divisions will need solutions research and equipment testing. ProTecVideo has access and working relationships with 3D printing operations and fabrication facilities; software engineers for system design; and development for specific needs. Through these partnerships we can support the development of specialized equipment needs such as covert systems, mounting equipment, or software development. ProTecVideo will work with city representatives to find and / or develop the most cost-effective solution for the cities' need.

Consultation and Training ($225 per hour) ProTecVideo specializes in advanced video security systems and the equipment necessary to support them. We also provide a variety of operational and emergency operations training. This includes but is not limited to camera solutions, Advanced Camera Analytics, Supplemental IR, cloud support, networking, video analytics, fiber, wireless solutions, and covert systems as well as specialized response classes. To find the proper solution for an issue, ProTecVideo has in house experts and access to specialist in a variety of security and networking fields. We will work with your representatives to identify and design the proper short- or long-term answer to resolve technical security issues.

John Murphy ProTecVideo LLC
jmurphy@protecvideo.com
251 610-6802

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:

Paul Prine, Chief of Police

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Three year contract with Protectvideo, LLC., not to exceed $146,000.00 for professional services in the deployment and management of technical services, technology services, and consulting services.

Amount of Contract:

NTE $146,000.00

Funding Source

Project # **Discretionary Funds**

Project String 10041545 C0499 **Contract Number:**4716

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PTV FY23 Resolution C0499	Resolution Letter	10/5/2023
PTV Services	Backup Material	10/5/2023
PTV FY23 Service Contract	Backup Material	10/5/2023
COI	Backup Material	10/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	10/5/2023 - 4:03 PM
			10/5/2023 - 4:09

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	10/5/2023 - 3:29 PM
Legal	Kern, Chris	Approved	10/5/2023 - 4:10 PM

23- **2023**

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a three year contract, by and between the City of Mobile and **PROTECVIDEO, LLC**., in an amount not to exceed $146,000 for a period ending October 31, 2025, to begin upon execution, renewable, for the provision of professional services in the deployment and management of technical services, technology services, and consulting services A Copy of said contract is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

VIDEO SURVEILLANCE IN THE CLOUD

License Number 12464

Services

Remote Operations Analysis ($90.00 per hour) In many cases, Advanced Camera Analytics and other general surveillance city camera systems have the capability of virtual access for trouble shooting and correcting system operations. For these services, at the request of the cities' representative, ProTecVideo personnel will access troubled systems and attempt to correct issues through computer/internet connectivity. If the issue cannot be resolved, a Field Service site visit would be necessary.

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John Murphy ProTecVideo LLC
jmurphy@protecvideo.com
251 610-6802

Professional Services Contract
City of Mobile

Project: Specialized Network Setup and Management

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this _____ day of _____ , by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Protecvideo, LLC, (sometimes hereinafter "Contractor") an Alabama Limited Liability Company , as follows:

WHEREAS, the City of Mobile desires to establish new and continued deployment and management of technical services, personnel, technology services, training, prime contracting, and consulting services; as well as for existing integrated network and telemetry services program(s) throughout the City for public safety and security; and,

WHEREAS, the City of Mobile requires the services of a professional contractor with expertise in camera capabilities, technology deployment, field operations, networking, training, contracting, and software; and,

WHEREAS, the Contractor has extensive and relevant proficiency and experience in these areas, as well as operates proprietary systems paramount in existing system(s); and,

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:
City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

Contractor agrees that it will provide the services as described below and in the attached Exhibit A.

Specific tasking of the Contractor, oversight of individual services provided by the Contractor, and review and approval of payment of all Contractor invoices shall be performed by the City of Mobile, Gulf Coast Technology Center Commander, or his/her designated representative.

II. COMPENSATION

City hereby agrees to pay the Contractor at the rate schedule in Exhibit A for the work to be performed under this contract. Contractor shall submit monthly invoices that document the work completed during the billing period. No other tasks may be subject to invoice absent advance written proposal and price quotation by Contractor of additional work to be performed and written approval by City. The total amount to be paid by City under this Contract shall not exceed **$146,000.00** per the identified period of performance. However, only authorized material and services will be paid, to whatever capacity, budget, or limit set by The City of Mobile, Gulf coast Technology Center Commander.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue **through October 31, 2025**, renewable or extended, upon submission of a new and/or addendum contract with the consent of the City and the Contractor.

IV. GENERAL PROVISIONS

A. City shall provide written task orders to Contractor. Contractor shall submit invoices to the City of Mobile, Gulf Coast Technology Center Commander, or his/her designated representative., with reports of its activities and work product documents.

B. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

C. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City.

D. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but not on the contrary, Contractor shall be wholly responsible therefore.

E. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, written materials, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

F. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement. Contractor shall abide by provisions of the Mobile City Code which prohibits discrimination in employment by Providers and subcontractors performing work for the City.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation .

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City’s costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. This contract may be cancelled by The City without advance notice. The City's representative for purposes of this Agreement is the City of Mobile, Gulf Coast Technology Center Commander. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Office of The Mayor, Chief of Staff
City of Mobile
PO Box 1827
Mobile, Alabama 36633 -1827

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:

Protecvideo, LLC
P.O. Box 7641
Spanish Fort, AL 36577

K. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

N. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

0. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

P. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect a minimum $500,000 business liability insurance policy issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. Exhibit B. Said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

Q. The Contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et. seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

R. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
Mayor

ATTEST:

_____
City Clerk

ProtecVideo , LLC 0499

BY: John Murphy

Its Owner

Exhibits:

A – Rate of Services
B – Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/4/2023

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 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:**	Rhett Butler	
US Risk, LLC	**PHONE (A/C. NO. EXT):**	(866) 315-3838	**Fax (A/C. No.):** (214) 265-4932
	E-MAIL ADDRESS:	info@securityamericains.com	
8401 N. Central Expressway, Suite 1000	**INSURER(S) AFFORDING COVERAGE**		**NAIC #**
Dallas TX 75225	**INSURER A:**	Underwriters at Lloyd's, London	AA1122000
INSURED:	**INSURER B:**		
ProTecVideo LLC	**INSURER C:**		
PO Box 25	**INSURER D:**		
	INSURER E:		
Stockton AL 36579	**INSURER F:**		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		SPG185624	12/19/2022	12/19/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PROFESSIONAL LIABILITY	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $1,000,000
	AUTOMOTIVE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y/N** [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Red Rock Reality Group, Inc. is listed as Additional Insured as respect to General Liability coverage related to operations of the Named Insured.

CERTIFICATE HOLDER

Red Rock Reality Group, Inc.

1425 Richard Arrington Jr. Blvd S

Birmingham AL 35205

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

Randall Goss, CEO/Chairman

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:

Paul Prine, Chief of Police

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Three year contract with UAV Survey, LLC., not to exceed $80,000 for professional services in the deployment and management of technical services, technology services, and consulting services.

Amount of Contract:

NTE $80,000.00

Funding Source

Project # **Discretionary Funds**

Project String 10041545 42140 Misc. Services **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
UAV FY23 Resolution	Resolution Letter	10/5/2023
UAV FY23 Insurance	Backup Material	10/5/2023
UAV FY24 SERVICES	Backup Material	10/5/2023
UAV FY23 Services Contract	Backup Material	10/5/2023
UAV FY23 Services Contract	Backup Material	10/5/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Bryars, Donna	Approved	10/5/2023 - 3:50 PM

Legal	Kern, Chris	Approved	10/5/2023 - 3:19 PM
Mayors Office	Montgomery, Brandi	Approved	10/5/2023 - 3:21 PM
Legal	Kern, Chris	Approved	10/5/2023 - 4:10 PM

23- **2023**

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a three year contract, by and between the City of Mobile and **UAV SURVEY, LLC**., in an amount not to exceed $80,000 for a period ending October 31, 2024, to begin upon execution, renewable, for the provision of professional services in the deployment and management of technical services, technology services, and consulting services A Copy of said contract is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

UAV Survey LLC
21201 Emerald Mist Parkway
Unit 1614
Klein, TX 77379-

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2023

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	CONTACT NAME:	
BIBERK P.O. Box 113247 Stamford, CT 06911	PHONE (A/C, No, Ext): 844-472-0967	FAX (A/C, No): 203-654-3613
	E-MAIL ADDRESS: customerservice@biBERK.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Direct Insurance Company	10391
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
UAV Survey LLC

21201 Emerald Mist Parkway
Unit 1614
Klein, TX 77379

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC X OTHER:			N9BP035484	09/30/2023	09/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 50,000 $ 5,000 $ Included $ 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) $	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	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	$ $ $
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

UAV Survey LLC
21201 Emerald Mist Parkway
Unit 1614
Klein, TX 77379-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

UAV Survey LLC
21201 Emerald Mist Parkway
Unit 1614
Klein, TX 77379-

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 09/29/2023

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.

PRODUCER	CONTACT NAME:	
BIBERK P.O. Box 113247 Stamford, CT 06911	PHONE (A/C, No, Ext): (844) 472-0967	FAX (A/C, No): (203) 654-3613
	E-MAIL ADDRESS: salessupport@biberk.com	
	PRODUCER CUSTOMER ID:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
UAV Survey LLC 21201 Emerald Mist Parkway Unit 1614 Klein, TX 77379	INSURER A : Berkshire Hathaway Direct Insurance Compai	541611
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Location: 21201 Emerald Mist Parkway, Unit 1614 Klein, TX 77379
Bldg #001: Consultants - All Other - 4167702

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	X PROPERTY	N9BP035484	09/30/2023	09/30/2024	BUILDING	$ 0
	CAUSES OF LOSS / DEDUCTIBLES				PERSONAL PROPERTY	$ 0
	BASIC / BUILDING 250				BUSINESS INCOME	$ *
	BROAD / CONTENTS				EXTRA EXPENSE	$ *
	X SPECIAL				RENTAL VALUE	$
	EARTHQUAKE				BLANKET BUILDING	$ n/a
	WIND				BLANKET PERS PROP	$ n/a
	FLOOD				BLANKET BLDG & PP	$ n/a
						$
						$
	INLAND MARINE	TYPE OF POLICY				$
	CAUSES OF LOSS					$
	NAMED PERILS	POLICY NUMBER				$
						$
	CRIME					$
	TYPE OF POLICY					$
						$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$
						$
						$
						$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* ALS up to 12 months.

CERTIFICATE HOLDER

UAV Survey LLC
21201 Emerald Mist Parkway
Unit 1614
Klein, TX 77379-

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

© 1995-2015 ACORD CORPORATION. All rights reserved.

UAV Survey, LLC

Service Guide/Listing/Payment Schedule

Services

Remote Analytical Services - Covers work as follows:

-Geospatial Analysis

-Data Mapping and Analysis

-Threat Analysis and Mitigation Support

-Predictive Analysis

-Strategic Initiatives Support

-Inter-Center Collaboration

-Other Duties as Assigned

Payment Schedule (10-Month):

Month / Invoice #1	-	$10,000.00
Month / Invoice #2	-	$10,000.00
Month / Invoice #3	-	$10,000.00
Month / Invoice #4 – 10	-	$ 7,142.85

*Any travel, incidentals, or other direct and indirect expenses are the responsibility of the contractor and will not be billed outside of the monthly rates listed above; unless otherwise amended.

Professional Services Contract
City of Mobile

Project: Specialized Network Setup and Management

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this _____ day of _____ , by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and UAV Services, LLC, (sometimes hereinafter "Contractor") an Alabama Limited Liability Company , as follows:

WHEREAS, the City of Mobile desires to establish new and continued technical and analytical services, and consulting services for the City for public safety and security; and,

WHEREAS, the City of Mobile requires the services of a professional contractor with expertise in data analysis and predictive analytics,

WHEREAS, the Contractor has extensive and relevant proficiency and experience in these areas; and,

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:
City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

Contractor agrees that it will provide the services as described below and in the attached Exhibit A.

Specific tasking of the Contractor, oversight of individual services provided by the Contractor, and review and approval of payment of all Contractor invoices shall be performed by the City of Mobile, Gulf Coast Technology Center Commander, or his/her designated representative.

II. COMPENSATION

City hereby agrees to pay the Contractor at the rate schedule in Exhibit A for the work to be performed under this contract. Contractor shall submit monthly invoices that document the work completed during the billing period. No other tasks may be subject to invoice absent advance written proposal and price quotation by Contractor of additional work to be performed and written approval by City. The total amount to be paid by City under this Contract shall not exceed **$80,000.00** per the identified period of performance and payment schedule (Exhibit A). However, only authorized material and services will be paid, to whatever capacity, budget, or limit set by The City of Mobile, Gulf Coast Technology Center Commander.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue **through October 31, 2024**, renewable or extended, upon submission of a new and/or addendum contract with the consent of the City and the Contractor.

IV. GENERAL PROVISIONS

A. City shall provide written task orders to Contractor. Contractor shall submit invoices to the City of Mobile, Gulf Coast Technology Center Commander, or his/her designated representative., with reports of its activities and work product documents.

B. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

C. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City.

D. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but not on the contrary, Contractor shall be wholly responsible therefore.

E. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, written materials, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

F. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement. Contractor shall abide by provisions of the Mobile City Code which prohibits discrimination in employment by Providers and subcontractors performing work for the City.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation .

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City’s costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. This contract may be cancelled by The City without advance notice. The City's representative for purposes of this Agreement is the City of Mobile, Gulf Coast Technology Center Commander. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Office of The Mayor, Chief of Staff
City of Mobile
PO Box 1827
Mobile, Alabama 36633 -1827

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:

UAV Survey, LLC
21201 Emerald Mist Parkway
Unit 1614
Klein, TX 77379

K. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

N. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

0. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

P. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect a minimum $500,000 business liability insurance policy issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. Exhibit B. Said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

Q. The Contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et. seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

R. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
Mayor

ATTEST:

_____
City Clerk

UAV Survey, LLC .42140

BY: _____

Its _____

Exhibits:

A – Rate of Services
B – Evidence of Insurance

Professional Services Contract
City of Mobile

Project: Specialized Network Setup and Management

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this _____ day of _____ , by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and UAV Services, LLC, (sometimes hereinafter "Contractor") an Alabama Limited Liability Company , as follows:

WHEREAS, the City of Mobile desires to establish new and continued technical and analytical services, and consulting services for the City for public safety and security; and,

WHEREAS, the City of Mobile requires the services of a professional contractor with expertise in data analysis and predictive analytics,

WHEREAS, the Contractor has extensive and relevant proficiency and experience in these areas; and,

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:
City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

Contractor agrees that it will provide the services as described below and in the attached Exhibit A.

Specific tasking of the Contractor, oversight of individual services provided by the Contractor, and review and approval of payment of all Contractor invoices shall be performed by the City of Mobile, Gulf Coast Technology Center Commander, or his/her designated representative.

II. COMPENSATION

City hereby agrees to pay the Contractor at the rate schedule in Exhibit A for the work to be performed under this contract. Contractor shall submit monthly invoices that document the work completed during the billing period. No other tasks may be subject to invoice absent advance written proposal and price quotation by Contractor of additional work to be performed and written approval by City. The total amount to be paid by City under this Contract shall not exceed **$80,000.00** per the identified period of performance and payment schedule (Exhibit A). However, only authorized material and services will be paid, to whatever capacity, budget, or limit set by The City of Mobile, Gulf Coast Technology Center Commander.

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D. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but not on the contrary, Contractor shall be wholly responsible therefore.

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F. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement. Contractor shall abide by provisions of the Mobile City Code which prohibits discrimination in employment by Providers and subcontractors performing work for the City.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation .

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City’s costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

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City of Mobile
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Mobile, Alabama 36633 -1827

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:

UAV Survey, LLC
21201 Emerald Mist Parkway
Unit 1614
Klein, TX 77379

K. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

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0. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

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R. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
Mayor

ATTEST:

_____
City Clerk

UAV Survey, LLC .42140

BY: _____

Its _____

Exhibits:

A – Rate of Services
B – Evidence of Insurance

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:

Pat Cramer, Deputy IT Director GIS

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive a grant from the U.S. Economic Development Administration in the amount of $1,100,000.00 for the Economic Adjustment Assistance Grant for GIS Base Map upgrades. There is a 20% local match requirement in the amount of $220,000.00.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $1,100,000.00 **Matching Funds** $220,000.00

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	9/28/2023
Resolution	Resolution Letter	9/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Threadgill, Randy	Approved	9/28/2023 - 2:52 PM
Legal	Kern, Chris	Approved	9/28/2023 - 5:47 PM
Legal	Kern, Chris	Approved	9/28/2023 - 5:47 PM
Mayors Office	Montgomery, Brandi	Approved	10/5/2023 - 3:04 PM

To Whom It May Concern:

The resolution is attached to submit an application to the Economic Development Administration for an Economic Adjustment Assistance Grant to upgrade the City's existing GIS Base Map to the latest spatial technology in support of economic development and planning in Mobile County. In-kind matching funds will be from staff time in project management, quality control and management of data, and hosting data for public use and downloads.

The original map was created in 1997 and has been updated seven times since then. Advancements in aerial photography over the last 27 years has resulted in spatial inconsistencies between the base map features and photography. This project will include new aerial photography and the collection of all new base map features at the same scale, thus eliminating the aforementioned inconsistencies.

Benefits of a new county-wide base map will include:

- Details for economic, transportation and neighborhood planning for all municipalities
- Improved ability for economic developers to identify the best possible sites for development and industry prospects' facilitating job creation when a site is selected for a new business or expansion.
- Online data access for private developers, engineering and planning consultants.

Please contact me (251-208-7827, creamer@cityofmobile.org) with any questions you may have.

Respectfully,

Patricia Creamer

PAT CREAMER
Deputy IT Director – GIS

RESOLUTION

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 U.S. Economic Development Administration Economic Adjustment Assistance Grant to the City of Mobile in the amount of $1,100,000.00 to upgrade the existing GIS Base Map features to the latest spatial technology in support of planning and economic development in Mobile County.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said allocation and to sign any agreements or other documents in connection with this grant application and to provide any information required by the U.S. Economic Development Administration. Any agreements for formula grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Council authorizes the expenditure of matching funds (in-kind) in the amount of $220,000.00 in the event the grant is received.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

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 — 5/15/2023 Date

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

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

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

Applicant or Agent Signature — 5/15/2023 Date

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

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

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

- ■ Planning Commission Application
- ☐ 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

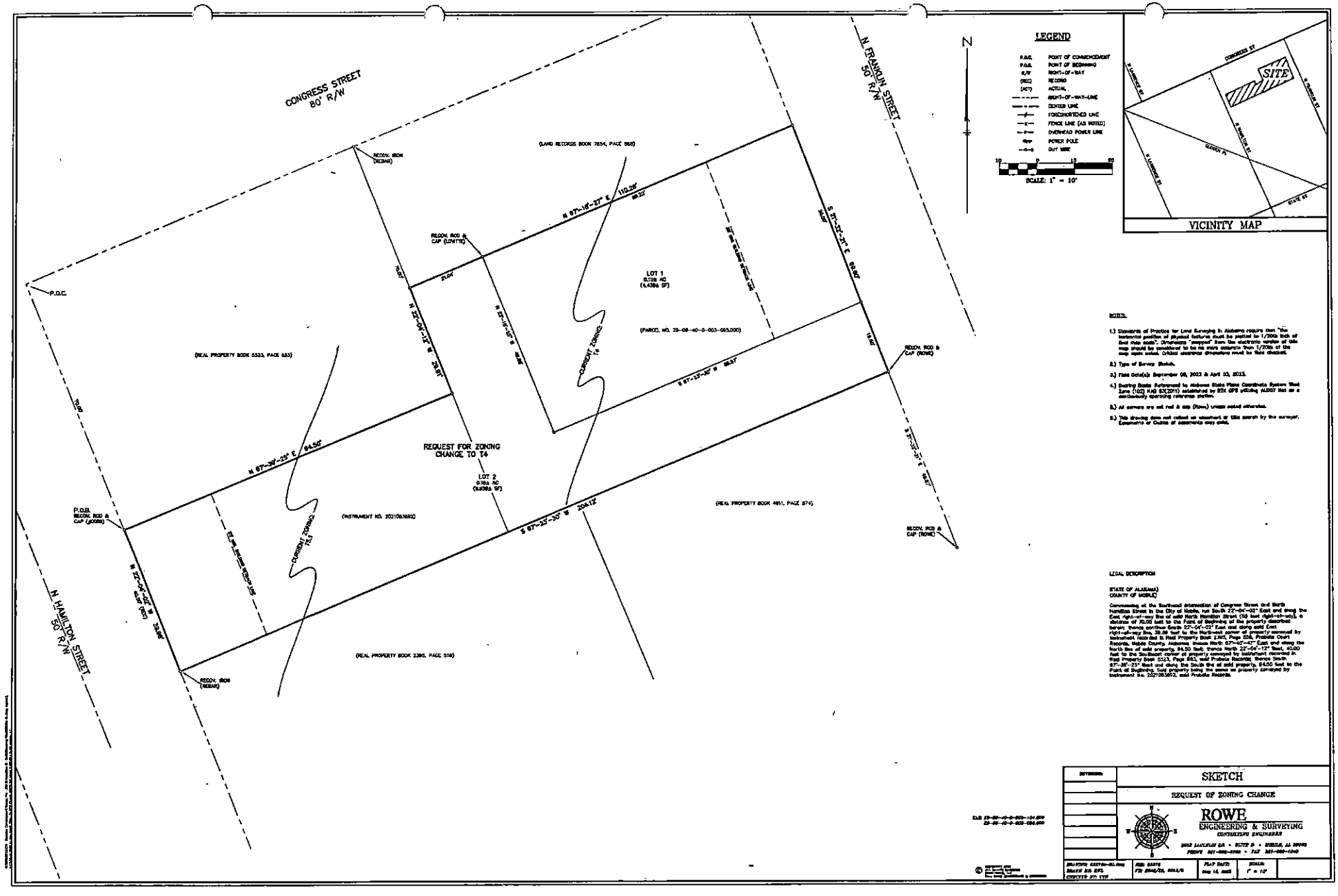
4/3/2023
Date

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.



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 easement 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 70.00 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, 39.98 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 251-666-8788 • FAX 251-666-1040

SURVEYOR ASSIGNED: ALL Sheet 1 OF 1 SHEETS CREATED BY: TJT	JOB 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

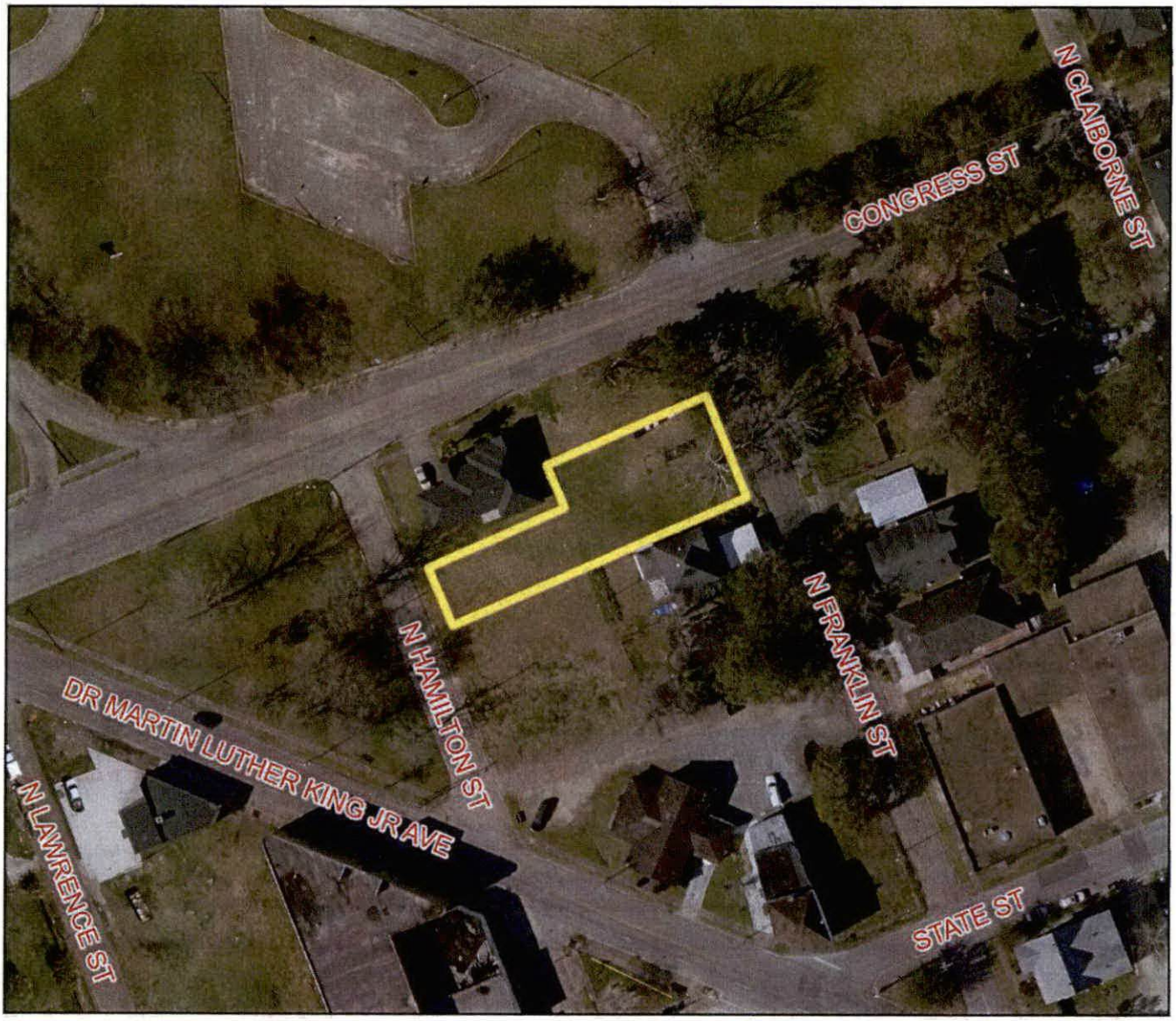
Proposal:
- Subdivision approval to create two (2) legal lots of record;
- Amendment of Regulating Plan from T-5.1 and T-4 to T-4
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts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

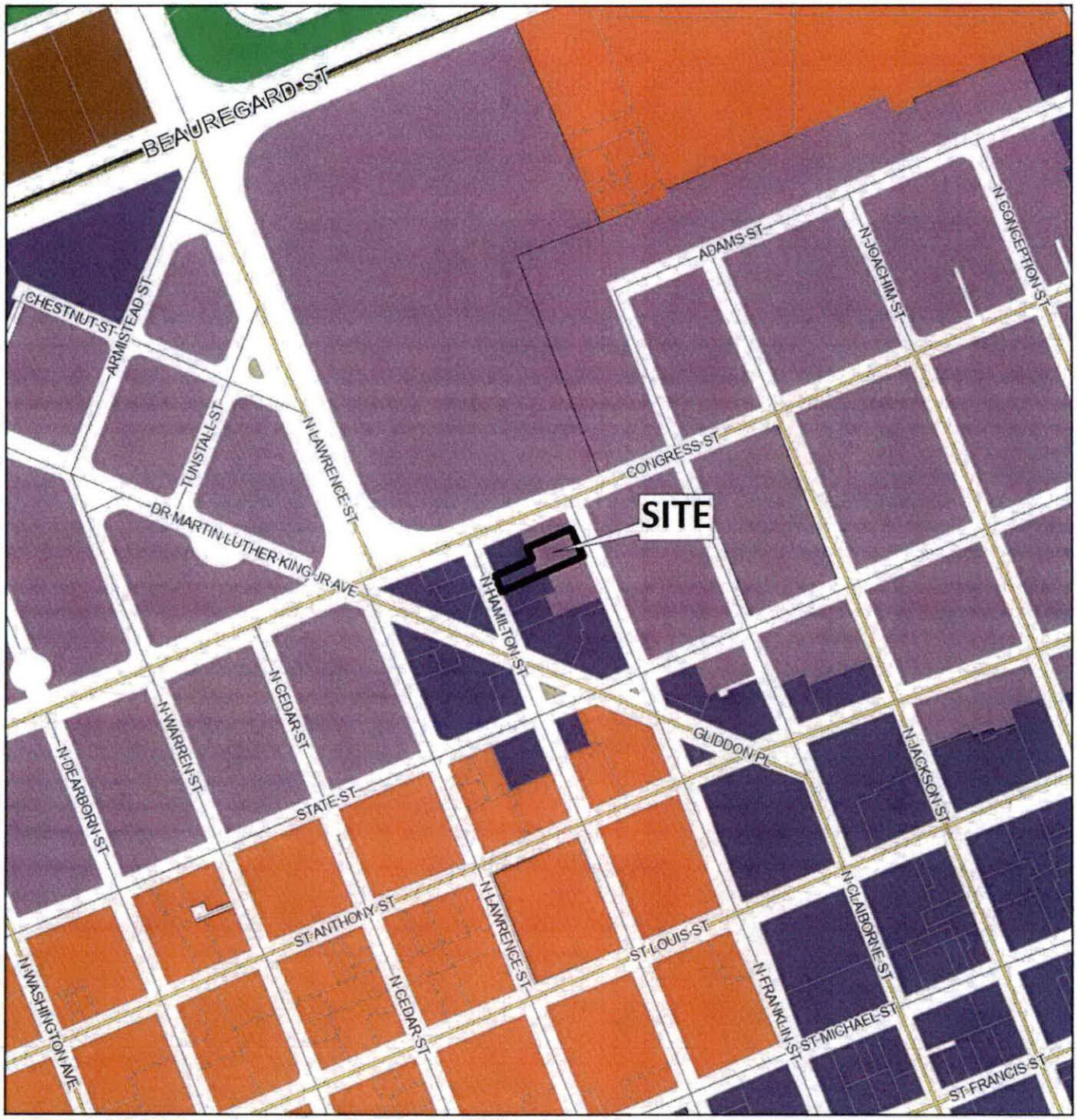
The applicant's responses to address the above criteria are available in the link on page one (1).

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

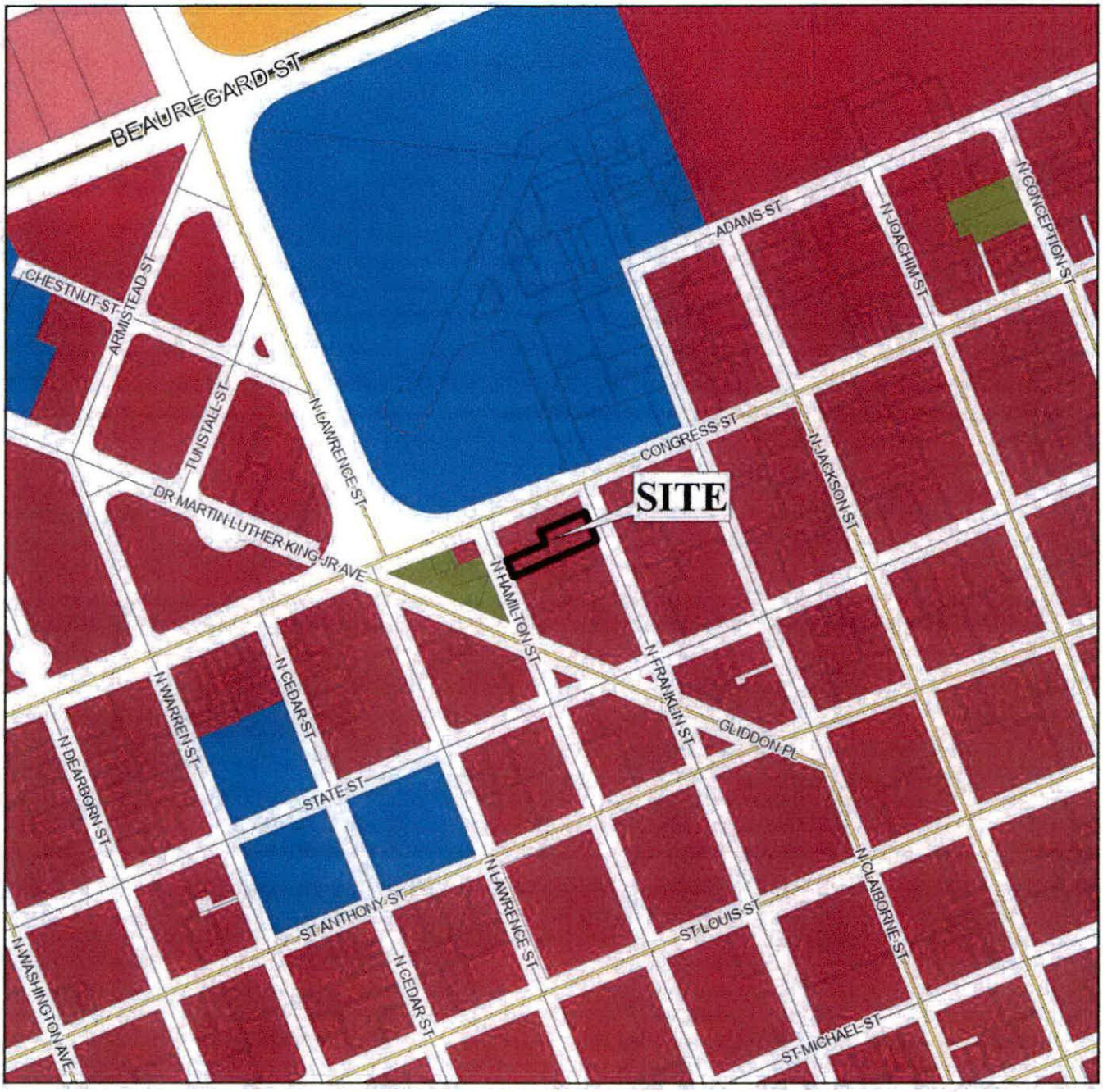
APPLICANT Hampton Park at Downtown North Subdivision

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

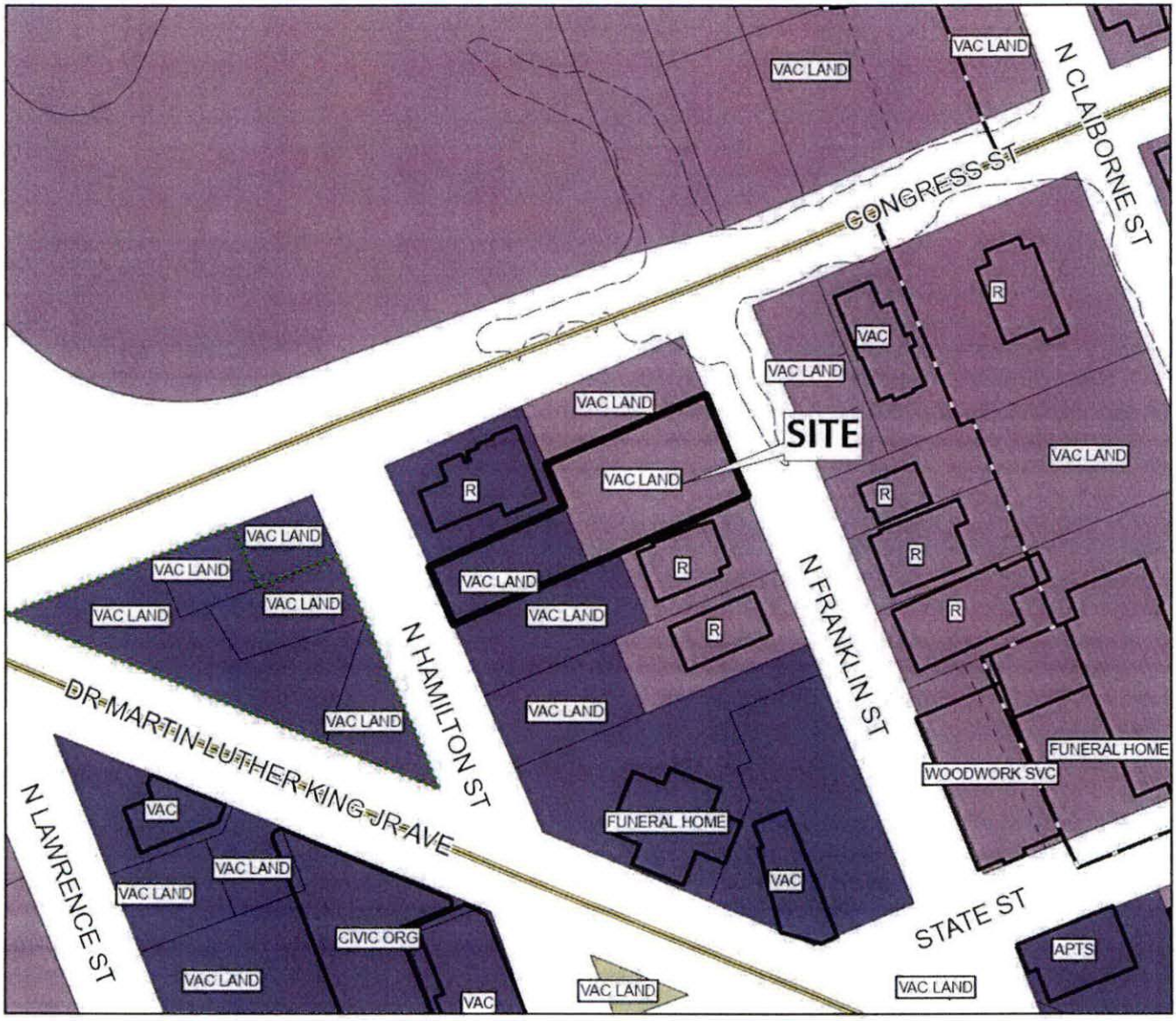
REQUEST Subdivison, Rezoning from T-4 and T-5.1 to T-4

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



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

APPLICATION NUMBER 4 DATE June 15, 2023

APPLICANT Hampton Park at Downtown North Subdivision

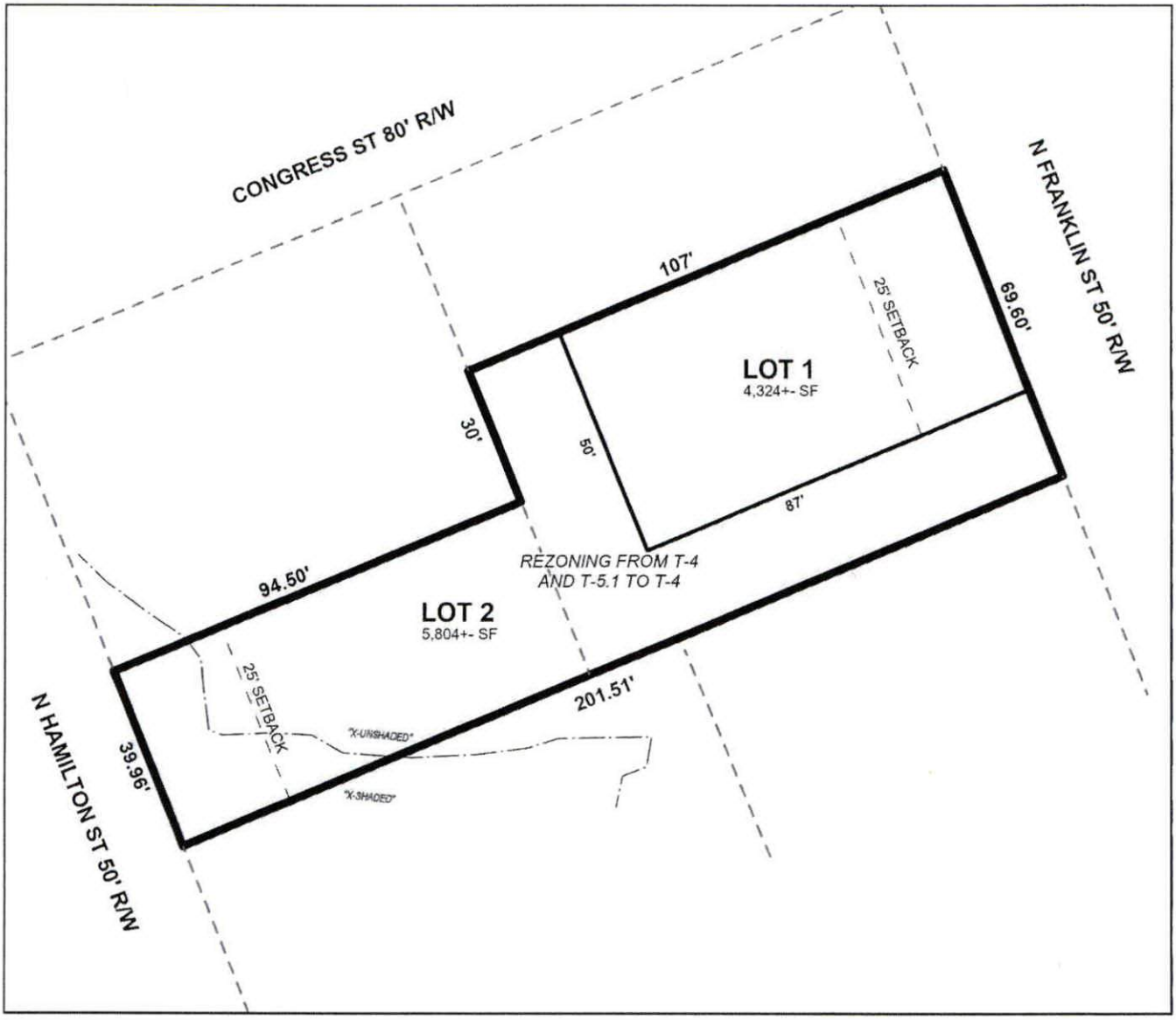
REQUEST Subdivison, Rezoning from T-4 and T-5.1 to T-4

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

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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:10/17/2023

Submitted by:

DONNA G. BRYARS, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE TOULMINVILLE LEFLORE ALUMNI ASSOCIATION PARADE.

Amount of Contract:

$4,000.00

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
TRANSFER RESOLUTION - MPD - TOULMINVILLE LEFLORE ALUMNI ASSOCIATION	Cover Memo	10/6/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	10/6/2023 - 9:50 AM

60- 2023

R E S O L U T I O N

Sponsored by: *Cory Penn, Councilmember District 1*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $4,000.00 be transferred from the District 1 General Fund, Discretionary Account DSC-01, from General Fund Account 10041020-42080 to the Mobile Police Department Special Ops Account 10041534-43130 and will be used to assist with the Toulminville LeFlore Alumni Association Parade.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:

Chief Paul Prine, Mobile Police Department

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the Office of National Drug Control Policy through the University of Baltimore in the amount of $50,000.00 for the Combating Overdose Through Community-level Intervention Initiative grant. There is no local match requirement.

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	10/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Scott, Cody	Approved	10/11/2023 - 1:20 PM
Legal	Kern, Chris	Approved	10/11/2023 - 4:00 PM
Legal	Kern, Chris	Approved	10/11/2023 - 4:00 PM
Mayors Office	Montgomery, Brandi	Approved	10/12/2023 - 2:46 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 Office of National Drug Control Policy through the University of Baltimore, a Notice of Award for grant assistance in the amount of $50,000.00 for the Combating Overdose Through Community-level Intervention Initiative 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 Office of National Drug Control Policy or the University of Baltimore's Center for Drug Policy and Prevention.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

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
packet	Cover Memo	10/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/12/2023 - 1:54 PM

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 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 (On/Off Premises) License
Submitted by:	Manning, Inc.
Location:	Piggly Wiggly 306 South University Boulevard Mobile, AL 36609

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 12, 2023	NEW APPLICATION	2023 - 5604	126873	October 17, 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)

040 - RETAIL BEER (ON/OFF PREMISES)

060 - RETAIL TABLE WINE (ON/OFF PREMISES)

Legal Business Name

MANNING INC

Trade Name (DBA)

PIGGLY WIGGLY

Location Address

306 SOUTH UNIVERSITY BLVD MOBILE AL 36609

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 12, 2023	NEW APPLICATION	2023 - 5604	126873	October 17, 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)

040 - RETAIL BEER (ON/OFF PREMISES)

060 - RETAIL TABLE WINE (ON/OFF PREMISES)

Legal Business Name

MANNING INC

Trade Name (DBA)

PIGGLY WIGGLY

Location Address

306 SOUTH UNIVERSITY BLVD MOBILE AL 36609

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 12, 2023	NEW APPLICATION	2023 - 5604	126873	October 17, 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)

040 - RETAIL BEER (ON/OFF PREMISES)

060 - RETAIL TABLE WINE (ON/OFF PREMISES)

Legal Business Name

MANNING INC

Trade Name (DBA)

PIGGLY WIGGLY

Location Address

306 SOUTH UNIVERSITY BLVD MOBILE AL 36609

Business Contact Person Information			
Name	Title	Phone	Email
BETSY WHITE	AUTH AGENT	(251) 510-1502	BWHITE@BWFCPA.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? **11.15.2023**

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 12, 2023	NEW APPLICATION	2023 - 5604	126873	October 17, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
040 - RETAIL BEER (ON/OFF PREMISES)	060 - RETAIL TABLE WINE (ON/OFF PREMISES)

Business Information

Legal Business Name	Trade Name (DBA)
MANNING INC	PIGGLY WIGGLY

Business Structure Type	Incorporation Date	Entity ID	State	County
CORP - CORPORATION	08.13.1974	1373 980	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
63-0674675	4900 18215

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
306 SOUTH UNIVERSITY BLVD	MOBILE	AL	36609

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
4720 MOFFETT ROAD	MOBILE	AL	36618

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
GROCERY STORE	N/A

Business Contact Person Information

Name	Title	Phone	Email
BETSY WHITE	AUTH AGENT ☑ POA	(251) 510-1502	BWHITE@BWFCPA.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
SALZMAN-MOBILE LLC & ROCHESTER-MOBILE LLC		CLIFFM@METCAPADVISORS.COM

Property Owner Address	City	State	Zip Code
6900 WISCONSIN AVENUE	CHEVY CHASE	MD	20815

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
53,924	N/A	YES	NO	SHOPPING CENTER	PORTION OF

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)	
WHITE, DAVID MAYNARD	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
		AL	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
			(251) 341-1005

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	MANNING INC	PIGGLY WIGGLY	MULTIPLE LOCATIONS

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
CONSTANTINE, KAMAL RIZKALIAH	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
		AL	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
7	BIFKAYA LEBANON		(251) 709-7499

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	MANNING INC	PIGGLY WIGGLY	MULTIPLE LOCATIONS

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)
BETSY WHITE	AUTH AGENT		
Home Street Address	**City**	**State**	**Zip Code** / **Phone Number**
		AL	(251) 510-1502

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)	
MANNING, DONALD ADAM	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
		AL	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
	MOBILE AL USA		(251) 454-0693

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	MANNING INC	PIGGLY WIGGLY	MULTIPLE LOCATIONS

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

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant Printed Name	Date
Betsy White, POA	10/12/23
Owner/Applicant Signature	**Title**
Betsy White, POA	POA

Sworn to and subscribed before me this 12th day of OCTOBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER		November 19, 2025

Notary Stamp

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

October 12, 2023

PIGGLY WIGGLY

306 SOUTH UNIVERSITY BOULEVARD

MOBILE, AL 36609 USA

ACCOUNT NUMBER: 126873 TERRITORY 6

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1656827	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

10/12/2023 12:18PM NICKOL H.
036513-0001

BUSINESS LICENSE
MANNING INC DBA PIGGLY WIGGLY
126873
2023 Item: 1656827
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal **$50.00**
TP CC FEE $2.50
Total **$52.50**

REVENUE CC $52.50
**********2372
Ref=80f981c0-3e41-4053-8082-dcbe8491dd2a
Auth=394086

Change due **$0.00**

Paid by: WHITE/ELIZABETH M

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230721110120965

Type License: 040 - RETAIL BEER (ON OR OFF PREMISES) **State:** $150.00 **County:** $75.00

Type License: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES) **State:** $150.00 **County:** $75.00

Trade Name: PIGGLY WIGGLY **Filing Fee:** $100.00

Applicant: MANNING INC **Transfer Fee:**

Location Address: 306 S UNIVERSITY BLVD MOBILE, AL 36609

Mailing Address: 4720 MOFFETT ROAD MOBILE, AL 36618

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:** CORPORATION

Book, Page, or Document info: 1373 980

Do you sell Draft Beer?:

Date Incorporated: 08/13/1974 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 08/13/1974

Federal Tax ID: 63-0674675 **Alabama State Sales Tax ID:** 490018215

Name:	Title:	Date and Place of Birth:	Residence Address:
DON[illegible] ADAM MANNING	OWNER	MOBILE AL	
KAMAL RIZKALIAH CONSTANTINE	OWNER	BIFKAYA LEBANON	
DAVID MAYNARD WHITE	OWNER	PENSACOLA FL	

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: BETSY WHITE
Business Phone: 251-341-1005
Fax:

Home Phone: 251-510-1502
Cell Phone: 251-510-1502
E-mail: BWHITE@BWFCPA.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: 20230721110120965

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: ROCHESTER MOBILE LLC AND SALZMAN MOBILE LLC 251-510-1502
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? 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: 53924 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER 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: 20230721110120965

Initial each — **Signature page**

Initial each	
OW	In reference to law violations, I attest to the truthfulness of the responses given within the application.
OW	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
OW	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.
OW	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.
OW	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.
OW	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): MAYWIND, INC

Signature of Applicant: By: [signature]

Notary Name (print): Tracy D. Bryan

Notary Signature: Tracy D. Bryan

Commission expires: TRACY D. BRYAN MY COMMISSION EXPIRES JANUARY 20, 2025 NOTARY PUBLIC STATE OF ALABAMA

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:**

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
09/05/2023	NO		10/15/2023

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
Addition - to Existing License		

License Type applied for with Alabama ABC Board	
040/060 - Retail Beer & Wine (on/off premises)	

Business Information

Business Description/Activity	Other Explain
GROCERY STORE/MARKET	

Legal Business Name	Trade Name (DBA)
Manning, Inc.	Piggly Wiggly

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
CORPORATION	08/13/1974	306 S. University Blvd

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
4720 Moffett Road	Mobile	AL	36609

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Mobile	AL	36618	4720 Moffett Road

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
4720 Moffett Road	Mobile	AL	36618

City	State	Zip Code	Business Phone Number	Building Type
Mobile	AL	36618	(251) 344-4548	STAND ALONE

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
(251) 344-4548	630674675		BUSINESS MAIL ADDRESS

Business Contact Person Information

Name	Title	Phone	Email
Betsy White	Authorized Agent	(251) 510-5102	bwhite@bwfcpa.com

Land/Building Information

Do you own or rent/lease the property?

Property Owner Name	Do you have a legal description of property?
Salzman-Mobile, LLC and Rochester-Mobile, LLC	YES — Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
6900 Wisconsin Avenue		cliffm@metcapadvisors.com

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
Chevy Chase	MD	20815		53,924

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: YES
Habitually used for providing food to public: YES	Restroom Facilities: YES — 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	
Attached					
Race	Sex	Date of Birth	Home Address		
Social Security Number	Drivers License (State, Number)		City	State	Zip Code
Place of Birth (City, State, Nation)			Mobile Number	Email	

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	Manning, Inc.	Piggly Wiggly	Multiple Locations

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
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

Individual or Officer Information: **The following information is required for every person with profit or proprietary interest in the applicant. This includes, but is not limited to, all members of an LLC and all officers of a corporation. This does not apply to publicly traded corporations.**

Full Name: David (First) Maynard (Middle) White (Last)

Title: Owner Driver's License Number/State: Attached Expiration Date:

Date of Birth: Place of Birth: Pensacola, FL

I am a: United States Citizen ☑ Legal Resident of the United States ☐

Social Security Number: 420 -92 -2383 Home Phone Number: 251-341-1005 Cell Phone Number:

Residence Address: (Street Address (Include Suite/Unit/Building Number)) Mobile (City) Mobile (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: Kamal (First) (Middle) Constantine (Last)

Title: Owner Driver's License Number/State: Attached 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)) Mobile (City) Mobile (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: Adam (First) (Middle) Manning (Last)

Title: Owner Driver's License Number/State: Attached Expiration Date:

Date of Birth: Place of Birth: Mobile, AL

I am a: United States Citizen ☐ Legal Resident of the United States ☐

Social Security Number: 421 -29 -1057 Home Phone Number: Cell Phone Number:

Residence Address: (Street Address (Include Suite/Unit/Building Number)) Daphne (City) Baldwin (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**

FORM A

Name: Manning, Inc.

Business Name: Manning, Inc.

Business Location and Tax ID No.: 306 S. University Blvd Mobile, AL 36609 / 63-0674675

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, Kamal Constantine ***(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.***

Date 09/18/2023

_____

Declarant's Signature

Special Power of Attorney

I, DANNY MANNING hereby appoint Elizabeth M. White as my attorney in fact to act in my capacity to do the following:

To sign and execute forms/documents relating to Alabama Beverage Control Board and the local governing body concerning Manning, Inc.

The rights, powers, and authority of my attorney in fact to exercise all of the rights and powers herein granted shall commence and be in full force and effect on 12/30/21 and shall remain in full force and effect until 12/31/25 or unless specifically extended or rescinded by either party.

12/30/21
Date

By: Danny Manning

Its: Pres.

BEFORE ME, the undersigned authority, on this 30th day of Dec, 2021 personally appeared Danny Manning 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.

Tracy D. Bryan NOTARY PUBLIC

My Commission Expires: 1-20-25

TRACY D. BRYAN
MY COMMISSION EXPIRES
JANUARY 20, 2025
NOTARY PUBLIC
STATE OF ALABAMA

358607

IN THE MATTER OF THE INCORPORATION OF:

MANNING, INC.

* IN THE PROBATE COURT OF

* MOBILE COUNTY, ALABAMA.

*

*

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CERTIFICATE OF INCORPORATION
OF
MANNING, INC.

We, the undersigned, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the Constitution and laws of the State of Alabama, do certify as follows:

FIRST

The name of the corporation shall be: MANNING, INC.

SECOND

The objects and purposes for which the corporation is formed and its powers are as follows, to-wit:

A. To engage in the general business of marketing, purchasing, selling, wholesale and retail, preparing, butchering, or otherwise handling of all kind of meats, groceries, toiletries, produce, foods, foodstuffs, beverages and any and all other items normally marketed by businesses of like kind and similar enterprises;

B. To manufacture, purchase, or otherwise acquire, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, to invest, trade, deal in and deal with goods, wares, merchandise and real and personal property of every class and description; and to do all and everything necessary, incidental or suitable for the attainment of the objects hereinabove set forth, either alone or in association with other corporations, firms or individuals; and to do every other act or acts, thing or things incidental, convenient or appurtenant to or growing out of or connected with the aforesaid objects or purposes or any part or parts thereof; to buy or

otherwise acquire, mortgage, pledge, own, hold, sell or otherwise dispose of real and tangible or intangible personal property, choses in action, notes, mortgages, accounts, contracts, bonds and evidences of indebtednesses of any kind; to borrow money for its corporate purposes and objects and to make, accept, execute, endorse and issue promissory notes, bills of exchange, bonds, debentures, or obligations for any purpose in connection with the business of the corporation, and, if deemed proper, to secure the payment of any such obligation by mortgage, pledges, deeds of trust, or otherwise; to enter into, make and perform all contracts of every sort and kind which may be necessary, convenient, or useful in or incident to the business of this corporation with any person, firm or corporation, private, public or municipal, or body politic, to the extent that the same may be done and performed under the laws and Constitution of the state of Alabama; and to exercise all the powers, rights and privileges conferred by the laws of the state of Alabama upon corporations formed under the statutes pursuant to which this corporation is formed.

The foregoing enumeration of the specific objects and powers of the corporation shall not be deemed to bind or restrict in any manner, its general powers and the enjoyment and exercise thereof conferred by the laws of the state of Alabama on business corporations organized pursuant thereof.

THIRD

The location of the principal office of the corporation shall be: 3711 St. Stephens Road, Whistler, Alabama, the corporation having the right to establish branch offices in other cities, towns, counties or villages of the state of Alabama, and other states.

FOURTH

The amount of the total authorized capital stock of the corporation shall be TEN THOUSAND and NO/100 ($10,000.00) DOLLARS which shall be divided into ONE THOUSAND (1,000) SHARES

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of the par value of TEN and NO/100 ($10.00) DOLLARS each, and the amount of the capital stock with which the corporation is to begin business is to be ONE THOUSAND and NO/100 ($1,000.00) DOLLARS.

FIFTH

The name and post office address of the officer or agent designated by the incorporation to receive subscriptions to the capital stock is: KENNETH O. MANNING, 3711 St. Stephens Road, Whistler, Alabama.

SIXTH

There shall be one (1) class of stock which shall be common stock.

SEVENTH

The names and post office addresses of the incorporators of said corporation, and the number of shares subscribed for by each are as follows:

NAME	ADDRESS	NUMBER OF SHARES
Kenneth O. Manning	3711 St. Stephens Road Whister, Alabama	52
Danny O. Manning	Route 6, Fox Creek Mobile, Alabama	24
Donald O. Manning	4532 Wayfarer Drive Eight Mile, Alabama	24

EIGHTH

The Board of Directors shall consist of not less than two (2) nor more than three (3) persons who shall be chosen at the annual meeting of the stockholders to be held at the time and place provided for by the bylaws, by majority of the votes cast at such election. The stockholders at each annual stockholders' meeting shall designate the number that shall constitute the Board of Directors for the ensuing year, and such number shall not be deminished or increased during the years of this corporation at a meeting legally held. The Board of Directors shall have complete charge of the business of the corporation, including the power to adopt bylaws.

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NINTH

The names and post office addresses of the officers and directors of this corporation who shall hold office for the first (1st) year or until their successors are elected and qualified are as follows:

NAME	ADDRESS	OFFICE
Kenneth O. Manning	3711 St. Stephens Road Whistler, Alabama	President
Danny O. Manning	Route 6, Fox Creek Mobile, Alabama	Vice-President
Donald O. Manning	4532 Wayfarer Drive Eight Mile, Alabama	Secretary-Treasurer

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TENTH

The duration of the corporation shall be perpetual.

ELEVENTH

The Board of Directors shall elect a President, Vice-President and Secretary-Treasurer and such other officers, with such tenure of office, powers and duties as may be prescribed by the bylaws or the directors under the authority thereof.

TWELFTH

The Shareholders shall be vested with authority to make the election as is provided in the United States Code Annotated, Title 26, §1371 Subchapter S - Election of Certain Small Business Corporation as to Taxable Status.

IN WITNESS WHEREOF, the said corporation's incorporators have hereunto set their hands on this the 13 day of August, 1974.

Helen K. Powell
WITNESS

Helen K. Powell
WITNESS

Helen K. Powell
WITNESS

Kenneth O. Manning
KENNETH O. MANNING

Danny O. Manning
DANNY O. MANNING

Donald O. Manning
DONALD O. MANNING

STATE OF ALABAMA)

COUNTY OF MOBILE)

Personally appeared before me, the undersigned authority, KENNETH O. MANNING, who, being under oath, and being known to me, deposes and says that he is the person duly authorized to receive subscriptions to the capital stock of MANNING, INC., a corporation, and that the following is a true and accurate copy of the subscriptions to the capital stock of said corporation:

We, the undersigned incorporators of MANNING, INC., do hereby subscribe to the number of shares of TEN and NO/100 ($10.00) DOLLAR par value capital stock of said corporation set opposite our respective names.

Kenneth O. Manning---------- 52 shares $520.00
Danny O. Manning---------- 24 shares $240.00
Donald O. Manning---------- 24 shares $240.00

/s/ Kenneth O. Manning
/s/ Danny O. Manning
/s/ Donald O. Manning

Affiant further says that the ONE HUNDRED (100) SHARES of capital stock so subscribed have been paid for in cash.

RECORD FEE $2.00
STATE OF ALA. MOBILE CO.
I CERTIFY THIS INSTRUMENT WAS FILED FOR
AUG 13 3 42 PM '74

KENNETH O. MANNING, Affiant

Subscribed and sworn to before me on this the 13 day of August, 1974.

NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

THIS INSTRUMENT WAS DRAFTED BY:

MATRANGA, HESS & SULLIVAN
Attorneys at Law
910 Dauphin Street
Mobile, Alabama 36604

BY: BARRY HESS

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Document Type: MINS

MINUTES OF BOARD OF DIRECTORS AND SHAREHOLDERS OF MANNING, INC.

A meeting of the Board of Directors and Shareholders of Manning, Inc. was held at the offices of the corporation on January 5, 2012. Danny O. Manning, the sole shareholder, served as chairman of the meeting. He announced that he would serve as sole director of the corporation for the coming year or until his successors are elected and qualified. He further announced that the following persons would serve as officers of the corporation:

President	Danny O. Manning
Vice President	Danny O. Manning
Secretary/Treasurer	Danny O. Manning

There being no further business to come before the meeting it was declared adjourned.

January 5, 2012

DANNY O. MANNING, SOLE SHAREHOLDER

This instrument was prepared by:
NAME Maynard Cooter & Gale P.C.
ADDRESS 11 North Water St Suite 2490

Mobile County, Alabama
I certify this instrument
filed on : 10/11/2016 04:31:57 PM
Don Davis, Probate Judge

Deed Tax: $.00
Mortgage Tax: $.00
Mineral Tax: $.00
Ad Tax: $.00
Judge Fee: $.00
E.R. Fee: $2.00
Surcharge Fee: $1.00
Recording Fee: $3.00
TOTAL: $6.00

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Bk:LR7435
Pg:1382

STOCK REDEMPTION AND PURCHASE AND SALE AGREEMENT

THIS STOCK REDEMPTION AND PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of the 5th day of March, 2022 (the "**Effective Date**"), by and among (i) DANNY O. MANNING, an Alabama resident (the "**Seller**"), (ii) KAMAL CONSTANTINE, an Alabama resident, ADAM MANNING, an Alabama resident and DAVID M. WHITE, an Alabama resident (collectively the "**Purchasers**"), and (iii) MANNING, INC, an Alabama corporation (the "**Corporation**").

RECITALS:

WHEREAS, Seller owns fifty-two (52) shares of the authorized and issued common stock of the Corporation, which shares constitute one hundred percent (100%) of the outstanding issued shares of the Corporation (the "**Seller Shares**"); and

WHEREAS, pursuant to the terms and subject to the conditions set forth in this Agreement, Corporation has agreed: (i) with Seller to purchase and redeem the Seller's Shares from Seller; and (ii) with Purchasers to sell and issue to Purchasers one hundred (100) shares of the authorized and issued common stock of the Corporation (the "**Purchasers' Shares**"), in the proportions as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereto do hereby agree as follows:

Section 1. Stock Redemption and Purchase and Sale. Subject to the terms and conditions set forth in this Agreement:

1.1 Purchase and Redemption of Seller's Shares. Corporation hereby purchases and redeems from Seller, and Seller hereby sells and transfers to Corporation the Seller's Shares, free and clear of all liens, claims, pledges, security interests, encumbrances, adverse claims and legal, equitable, transfer and other restrictions (collectively, "**Liens**"). Concurrently with the execution and delivery of this Agreement, Seller has delivered to Corporation certificates representing all of the Seller's Shares, together with an accompanying stock power or instrument of assignment, duly endorsed for transfer of the Seller's Shares to Corporation.

1.2 Sale and Issuance of Purchasers' Shares. Corporation hereby sells and issues to Purchasers and Purchasers hereby purchase from Corporation in the proportions set forth on Exhibit A annexed hereto, which is incorporated herein by reference and made a part hereof, the Purchasers' Shares, free and clear of all Liens. Concurrently with the execution and delivery of this Agreement, Corporation has delivered to Purchasers, respectively, certificates representing all of the Purchasers' Shares.

Section 2. Purchase Price and Additional Consideration.

(a) Purchase Price and Additional Consideration. The purchase price of the Seller's Shares and Purchasers' Shares, respectively (the "**Purchase Price**"), shall be as set forth on Exhibit A.

(b) Payment. At Closing, and in the manner set forth on Exhibit A: (i) Corporation shall pay to Seller the Purchase Price set forth on Exhibit A for redemption of the Seller's Shares; and (ii) Purchasers shall pay to Corporation the Purchase Price set forth on Exhibit A for the purchase of the Purchasers' Shares

Section 3. Representations and Warranties of Seller. Seller does hereby represent and warrant to Purchasers and Corporation as follows:

(a) Authority. Seller has the absolute and unrestricted right, power, authority and capacity to execute and deliver this Agreement and each other agreement, certificate, instrument or other document executed and delivered by Seller in accordance herewith (collectively, the "**Seller's Closing Documents**"), and to perform Seller's obligations hereunder and thereunder, including the sale, assignment and transfer of both the legal and beneficial ownership of the Seller's Shares to the Corporation. This Agreement and each of the Seller's Closing Documents have been duly executed and delivered by Seller and constitute the legal, valid and binding obligations of the Seller, enforceable against Seller in accordance with their respective terms.

(b) No Conflicts. The execution and delivery of this Agreement and each of the Seller's Closing Documents by Seller do not, and the performance by Seller of Seller's obligations hereunder and thereunder will not, with or without the giving of notice, the passage of time or both, (i) violate any judgment, writ, injunction or order of any court, arbitrator or governmental agency applicable to Seller, or (ii) conflict with, result in the breach of any provision of or the termination of, or constitute a default under, any agreement to which Seller is a party or by which Seller is or may be bound.

(c) Title to Seller's Shares. Seller is the legal owner of the Seller's Shares. The Seller's Shares are free and clear of all Liens. There are no claims, demands, suits, proceedings or causes of action pending or, to the Knowledge of the Seller, threatened against Seller or the Corporation that concern or affect title to the Seller's Shares or that seek to compel the issuance of shares or other securities of the Corporation. Seller acquired the Seller's Shares in one or more transactions that fully complied with the provisions of all applicable federal and state securities laws. There are no outstanding or authorized warrants, options, convertible securities, or other rights agreements, arrangements or commitments of any character relation to the capital stock of the Corporation or obligating Seller or Corporation to issue or sell any shares of capital stock of, or any other interest in, the Corporation. There are no voting trusts, stockholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Seller's Shares. Following the execution and delivery of this Agreement, the Corporation will have both legal and beneficial ownership of the Seller's Shares.

(d) Absence of Litigation. There is no claim, action, suit, inquiry, judicial, or administrative proceeding, grievance or arbitration pending or, to the Knowledge of the Seller, threatened against Seller or the Seller's Shares by or before any court, arbitrator or other governmental entity. To the Knowledge of the Seller, there are no investigations relating to Seller or the Seller's Shares pending or threatened by or before any arbitrator or governmental entity. There is no judgment, decree, injunction, order, determination, award, finding or letter of deficiency of any governmental entity or arbitrator outstanding against Seller or the Seller's Shares. There is no claim, action, suit, inquiry, judicial or administrative proceeding, grievance or arbitration pending or, to the Knowledge of the Seller, threatened against Seller relating to the transactions contemplated by this Agreement.

(e) Tax Matters.

(1) Seller has filed all Tax Returns (as hereinafter defined) that Seller was required to file with respect to the Corporation on a timely basis and all such Tax Returns are true, correct, and complete in all respects. All Taxes (as hereinafter defined) that are due and payable in respect of the Seller's Shares in the Corporation on or before the Effective Date, whether or not shown on any such Tax Returns, have been paid. No liability exists for Taxes imposed in respect of the Seller's Shares in the Corporation with respect to any period beginning before the Effective Date.

(2) For purposes of this Agreement, "**Taxes**" include all taxes, charges, fees, levies or other similar assessments or liabilities, including income, gross receipts, ad valorem, premium, value-added, excise, real property, personal property, sales, use, transfer, withholding, employment, payroll, and franchise taxes imposed in respect of the Corporation by the United States of America or any state, local, or foreign government, or any agency thereof, or other political subdivision of the United States or any such government, and any interest, fines, penalties, assessments, or additions to tax resulting from, attributable to, or incurred in connection with any tax or any contest or dispute thereof and any amounts of Taxes of another person that the Corporation or Seller is liable to pay by law which arise from, relate to, and/or affect the Corporation.

(3) For purposes of this Agreement, "**Tax Returns**" include all reports, returns, declarations, statements, or other information required to be supplied by Seller with respect to the Corporation to a taxing authority in connection with Taxes arising from, relating to, and/or affecting the Corporation.

(f) Insolvency. Seller is not insolvent as of Closing and will not be rendered insolvent as a result of the transactions contemplated by this Agreement. Seller has not initiated and does not intend to initiate with respect to himself as debtor, and has not had initiated and does not expect to have initiated against him as debtor, any proceeding under federal or any state's bankruptcy, insolvency or similar laws.

(g) Disclosure. No representation or warranty by Seller contained in this Agreement or in any of the Seller's Closing Documents, contains any untrue statement of a material fact, or, to the Knowledge of the Seller, omits or will omit to state any material fact necessary, in light of

the circumstances under which it was made, in order to make the statements herein or therein not misleading.

Section 4. Representations and Warranties of Purchasers. The Purchasers do hereby represent and warrant to Seller and the Corporation as follows:

(a) Authority. The Purchasers have the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and each agreement, certificate, instrument, or other document executed and delivered by the Purchasers in accordance herewith (collectively, the "**Purchasers' Closing Documents**"), and to perform the Purchasers' obligations hereunder and thereunder. The execution and delivery of this Agreement and the Purchasers' Closing Documents by the Purchasers to which the Purchasers are parties have been, or upon execution and delivery will be, duly executed and delivered and constitute the valid and binding obligations of the Purchasers, enforceable against the Purchasers in accordance with their respective terms.

(b) Disclosure. No representation or warranty by the Purchasers contained in this Agreement or in any of the Purchasers' Closing Documents contains or will contain any untrue statement of a material fact, or, to the Knowledge of the Purchasers, omits to state any material fact necessary, in light of the circumstances under which it was made, in order to make the statements herein not misleading.

Section 5. Representations and Warranties of the Corporation. The Corporation does hereby represent and warrant to Seller and the Purchasers as follows:

(a) Organization; Good Standing; Etc. The Corporation is a corporation validly existing and in good standing under the laws of the State of Alabama, has all corporate authority to own, lease and operate its business and to carry on its business as it is now being conducted.

(b) Authority. The Corporation has the absolute and unrestricted right, power, authority and capacity to execute and deliver this Agreement, and to perform the Corporation's obligations hereunder.

(c) Authorization. The execution and delivery of this Agreement by the Corporation and the consummation by the Corporation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Corporation.

(d) Capitalization. (i) The authorized capital stock of the Corporation consists of one thousand (1,000) shares of common stock, par value $10.00 per Share, of which fifty-two (52) shares are issued and outstanding and constitute the Seller's Shares; (ii) all of the Seller's Shares have been duly authorized, are validly issued, fully paid and non-assessable, and are owned of record and beneficially by Seller, free and clear of all Liens; (iii) all of the Seller's Shares were issued in compliance with all applicable federal and/or state, law, rule and/or regulation; (iv) there are no outstanding or authorized warrants, options, convertible securities, or other rights agreements, arrangements or commitments of any character relation to the capital stock of the Corporation or obligating Seller or Corporation to issue or sell any shares of capital stock of, or any other interest in, the Corporation; and (v) there are no voting trusts, stockholder agreements,

proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Seller's Shares.

(e) Share Certificates. The Corporation has issued the following stock certificates evidencing Seller's ownership of the Seller's Shares:

Date Issued	Certificate No.	Number of Shares
8/13/1974	2	24
9/29/2000	6	12.5
9/29/2000	8	12.5
1/05/2001	12	1.5
1/05/2001	14	1.5

(f) Enforceability. This Agreement has been duly executed and delivered by the Corporation constitutes the legal, valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors' rights and remedies generally and to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(g) No Conflicts. The execution and delivery of this Agreement by the Corporation do not, and the performance by the Corporation of the Corporation's obligations hereunder will not, with or without the giving of notice, the passage of time or both, (i) violate any judgment, writ, injunction or order of any court, arbitrator or governmental authority applicable to the Corporation, or (ii) conflict with, result in the breach of any provisions of or the termination of, or constitute a default under, any agreement to which the Corporation is a party or by which the Corporation is or may be bound.

(h) Applicable Laws. As of and at all times prior to the Closing the Corporation was, at all times, in full compliance with all applicable laws.

(i) Insolvency. Corporation is not insolvent as of Closing and will not be rendered insolvent as a result of the transactions contemplated by this Agreement.

(j) Disclosure. No representation or warranty by the Corporation contained in this Agreement contains or will contain any untrue statement of a material fact, or, to the Knowledge of the Corporation, omits to state any material fact necessary, in light of the circumstances under which it was made, in order to make the statements herein not misleading.

Section 6. Material Disclosure. The Seller, on the one hand, and the Purchasers, on the other hand, do hereby represent and warrant to the other that: (i) all parties possess such knowledge and experience in financial and business matters and investments in particular that such parties are capable of evaluating the investment decisions for the redemption of the Seller's Shares by the Corporation, in the case of the Seller's Shares, or the purchase the Purchasers' Shares from the Corporation, in the case of the Purchasers; (ii) such parties have been provided with complete access to all information that may be deemed material to such party for the redemption of the Seller's Shares by the Corporation, in the case of the Seller, or purchase of the

Purchasers' Shares from the Corporation, in the case of the Purchasers: (iii) such parties have had an opportunity to ask questions of and have received, if asked, satisfactory answers from any person or persons acting on behalf of the other party or the Corporation concerning the terms and conditions of this Agreement with all such questions having been answered to such party's satisfaction: and (iv) such parties have obtained, in such party's judgment, all information that may be deemed material to such party's investment decision for the redemption of the Seller's Shares by the Corporation, in the case of the Seller, or purchase of the Purchasers' Shares from the Corporation, in the case of the Purchasers. Accordingly, inasmuch as the Seller, on the one hand, and the Purchasers, on the other hand, have no need for the review of any private placement documents or other such similar information, such party does hereby covenant and agree that such party shall not make any claim or bring any suit against the other of them or the Corporation or its officers, directors, shareholders, agents, employees, accountants or counsel for not providing adequate disclosure materials to such party. The Seller, on the one hand, and the Purchasers, on the other hand, do hereby further represent and warrant to the other of them that such party has sought, or had adequate opportunity to seek, legal counsel for advice regarding this Agreement and its implications.

Section 7. Indemnification.

(a) Seller Indemnification. Seller and Corporation shall indemnify, defend and hold harmless Purchaser and Purchaser's heirs, representatives, successors and/or assigns (the "**Purchaser Indemnified Parties**") from and against any and all losses, charges, expenses (including reasonable attorneys' fees and any and all expenses reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever), claims, actions, causes of action, demands, damages, obligations, responsibilities, liabilities, penalties, fines and other costs of any kind or amount whatsoever (collectively "**Claims**") which the Purchaser Indemnified Parties may sustain, pay, suffer or incur as a result of, arising out of, or in any way connected with or related to (i) any breach by Seller and/or Corporation of any representation, warranty, covenant, obligation or agreement contained in this Agreement and/or Seller's Closing Documents; and (ii) any claim by the Internal Revenue Service or other federal, state, or local domestic or foreign taxing authority for income or other taxes owed by the Corporation or Seller for any period through Closing. This Section shall survive Closing.

Section 8. Miscellaneous Provisions.

(a) Expenses. Each party to this Agreement shall bear such party's respective expenses incurred in connection with the preparation, execution, delivery and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, accountants and counsel.

(b) Survival. All representations, warranties, covenants and agreements made by the parties hereto in this Agreement shall not be discharged or dissolved upon, but shall survive, the redemption, sale, transfer and/or assignment, as the case may be, of the Seller's Shares and Purchasers' Shares, respectively.

(c) Further Assurances. Each party to this Agreement shall (i) furnish upon request to the other parties hereto such further information, (ii) to execute and deliver to the other parties hereto such other documents and (iii) do such other acts and things, all as the other parties hereto may reasonably request for the purpose of carrying out the intent of this Agreement.

(d) Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8(d)):

If to Seller: DANNY O. MANNING

.com

If to Purchasers: KAMAL CONSTANTINE

agc.com

ADAM MANNING

DAVID M. WHITE

If to Corporation: MANNING, INC.

(e) Waiver. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party granting the waiver. No waiver of any provision hereof shall be deemed a continuing waiver or a waiver of any other provision hereof.

(f) Entire Agreement; Amendment. This Agreement, together with the Seller's Closing Documents, the Purchasers' Closing Documents and each of the documents referred to

in this Agreement, contains the entire agreement and supersedes all prior understandings and agreements, oral or written, between the parties hereto with respect to the subject matter hereof and thereof, and together constitute a complete and exhaustive statement of the terms of the agreement between such parties with respect to the subject matter hereof and thereof. This Agreement may not be amended orally, but only by an agreement in writing signed by all of the parties hereto.

(g) Binding Effect; Third-Party Rights. No party may assign any of its rights under this Agreement without the prior consent of the other parties hereto. Subject to the preceding sentence, this Agreement shall apply to, be binding in all respects upon, and inure to the benefit of their respective heirs, legal representatives, successors and permitted assigns of the parties hereto. Nothing expressed or referred to in this Agreement shall be construed to give any person other than the parties hereto any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their respective heirs, legal representatives, successors and permitted assigns.

(h) Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

(i) Construction. The captions or headings in this Agreement are provided for convenience only and shall not affect its construction or interpretation. Unless otherwise specified in this Agreement, all references to "Section" or "Sections" refer to the corresponding Section or Sections hereof. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. The terms "herein", "hereof", "hereto" or "hereunder" or similar terms shall be deemed to refer to this Agreement as a whole and not to a particular Section.

(j) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Alabama. Each party waives trial by jury and agrees to submit to the personal jurisdiction and venue of state and/or federal courts having subject matter jurisdiction located in Mobile County, Alabama, and waives any objection based on improper venue or *forum non conveniens*.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

(l) Costs of Enforcement. In the event that any party hereto files suit in any court against another party hereto to enforce the terms of this Agreement against the other party or to obtain performance by the other party hereunder, the prevailing party shall be entitled to recover all reasonable costs, including reasonable attorneys' fees and disbursements through appeal,

from the other party as part of any judgment in such suit. The term "prevailing party" shall mean the party in whose favor final judgment after appeal (if any) is rendered with respect to the claims asserted in a complaint.

(m) Knowledge. An individual will be deemed to have "Knowledge" of a particular fact or other matter if (i) such individual is actually aware of such fact or other matter or (ii) a prudent individual could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonably comprehensive investigation concerning the existence of such fact or other matter. The Corporation will be deemed to have "Knowledge" of a particular fact or other matter if any individual who is serving, or who has at any time served, as a Director, officer, shareholder or employee of the Corporation (or in any similar capacity) has, or at any time had, Knowledge of such fact or other matter.

(n) Disclosure. In connection with the preparation of this Agreement and each of the Seller's Closing Documents, the Purchaser's Closing Documents, and the other documents referred to in this Agreement, Seller and Corporation do hereby acknowledge and agree that C. Richard Wilkins Attorney At Law Professional Legal Liability Company acted as legal counsel to the Purchasers and not as the legal counsel to either Seller or Corporation, and do further expressly waive any conflict of interest which may arise from such representation of Purchasers.

IN WITNESS WHEREOF, the Seller, Purchaser and Corporation have executed and delivered this Agreement under seal as of the Effective Date.

SELLER:

D. Manning (SEAL)
DANNY O. MANNING

PURCHASERS:

(SEAL)
KAMAL CONSTANTINE

D. Adam Manning (SEAL)
ADAM MANNING

(SEAL)
DAVID M. WHITE

CORPORATION:

MANNING, INC., an Alabama corporation

By: D. Manning
Name: DANNY MANNING
As Its: PRES

RECEIPT OF STOCK

THE UNDERSIGNED hereby acknowledges receipt from DANNY O. MANNING of the following Certificates of the issued and outstanding common stock of the of MANNING, INC., an Alabama corporation (the "**Corporation**"); to-wit:

Date Issued	Certificate No.	Number of Shares
8/13/1974	2	24
9/29/2000	6	12.5
9/29/2000	8	12.5
1/05/2001	12	1.5
1/05/2001	14	1.5

and acknowledges further that said Certificates shall be held for redemption by the Corporation pursuant to the terms of that certain Stock Redemption and Purchase and Sale Agreement of even date herewith.

IN WITNESS WHEREOF the undersigned has executed this instrument as of the 5th day of MARCH, 2022.

MANNING, INC., an Alabama corporation

By: _____
Name: Danny O Manning
Its Secretary

IRREVOCABLE STOCK TRANSFER POWER

FOR VALUE RECEIVED, and pursuant to that certain Stock Redemption and Purchase and Sale Agreement of even date herewith, I, DANNY O. MANNING (the **"Transferor"**), hereby grant, sell, bargain, convey, set over, assign and transfer to MANNING, INC. fifty-two (52) shares of the issued and outstanding common stock of MANNING, INC., an Alabama corporation, (the **"Corporation"**), standing in my name on the books of said Corporation, represented by the following:

Date Issued	Certificate No.	Number of Shares
8/13/1974	2	24
9/29/2000	6	12.5
9/29/2000	8	12.5
1/05/2001	12	1.5
1/05/2001	14	1.5

and hereby irrevocably constitute and appoint the Secretary of the Corporation as my true and lawful agent, for me and in my name and stead, to transfer said shares on the books of the Corporation.

IN WITNESS WHEREOF, the undersigned Transferor has executed this Irrevocable Stock Transfer Power as of the ____ day of _____, 2022.

TRANSFEROR:

DANNY O. MANNING

ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
MANNING, INC.
IN LIEU OF SPECIAL MEETING

As permitted by §10A-2A-8.21, *Code of Alabama* (1975), the undersigned, being the sole director of MANNING, INC., an Alabama corporation (the "Corporation"), does hereby consent to the following actions being taken without a special meeting and agrees that such actions are taken with like effect and validity as though duly taken by the affirmative vote of the Corporation's board of directors at a special meeting otherwise duly called and legally held, and directs that this written consent to the actions taken be filed with the minutes of the proceedings of the Board of Directors of the Corporation (the "Board").

1. In order to approve the redemption by the Corporation of fifty-two (52) shares of the outstanding common stock of the Corporation issued to, owned by and registered in the name of Danny O. Manning, the following resolution is adopted:

> **RESOLVED**, that the pursuant to the terms and subject to the conditions set forth in that certain Stock Redemption and Purchase and Sale Agreement of even date herewith by and among the Corporation, Danny O. Manning, Kamal Constantine, Adam Manning and David M. White, the Corporation shall purchase and redeem from Danny O. Manning fifty-two (52) shares of the outstanding common stock of the Corporation, which shares constitute all of the shares of the Corporation's common stock issued to, owned by and registered in the name of Danny O. Manning, which shares are free and clear of all liens, claims, pledges, security interests, encumbrances, adverse claims and legal, equitable, transfer and other restrictions; and
>
> **RESOLVED FURTHER**, that pursuant to §10A-2A-6.31, *Code of Alabama* (1975), upon the redemption of the foregoing fifty-two (52) shares as hereinabove set forth, said shares shall constitute authorized, but unissued shares of the Corporation's common stock.

2. In order to approve the sale and issuance by the Corporation of one hundred (100) shares of the authorized common stock of the Corporation to Kamal Constantine, Adam Manning and David M. White, the following resolution is adopted:

> **RESOLVED**, that the pursuant to the terms and subject to the conditions set forth in that certain Stock Redemption and Purchase and Sale Agreement of even date herewith by and among the Corporation, Danny O. Manning, Kamal Constantine, Adam Manning and David M. White, the Corporation shall sell and issue one hundred (100) shares of the authorized common stock of the Corporation to the following individuals and in the quantities set forth next to their names, respectively; to-wit:

NAME	NUMBER OF SHARES
KAMAL CONSTANTINE	57.5
DAVID M. WHITE	37.5
ADAM MANNING	5.0

3. In order to allow the President to execute certain written agreements on behalf of the Corporation. the following resolution is adopted:

RESOLVED, that the President of the Corporation be, and he hereby is, authorized to execute on behalf of the Corporation any and all written agreements or instruments necessary to carry out the foregoing resolutions, and that the Secretary of the Corporation be, and he hereby is, authorized to attest the same and to affix the corporate seal thereto.

4. In order to ratify the actions of the directors and the officers of the Corporation taken prior to the execution of this consent, the following resolution is adopted:

RESOLVED, that all actions taken by the directors and officers of the Corporation on behalf and in the name of the Corporation in their capacities as such directors or officers, prior to the execution of the consent in which this resolution is adopted are ratified, approved, confirmed, and adopted in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Action by Unanimous Written Consent as of the 5th day of MARCH, 2022

BOARD OF DIRECTORS

DANNY O. MANNING. Director

UNANIMOUS CONSENT OF BOARD OF DIRECTORS
OF
MANNING, INC.
IN LIEU OF SPECIAL MEETING

As permitted by §10A-2A-8.21, *Code of Alabama* (1975), the undersigned, being all of the members of the Board of Directors of MANNING, INC., an Alabama corporation (the "Corporation"), in lieu of a special meeting of the Board of Directors, do hereby consent to, authorize and direct the adoption of the following actions being taken without a special meeting and agree that such actions are taken with like effect and validity as though duly taken by the affirmative vote of the Corporation's board of directors at a special meeting otherwise duly called and legally held, and directs that this written consent to the actions taken be filed with the minutes of the proceedings of the Board of Directors of the Corporation (the "Board"). viz:

RESOLVED, that the resignation of DANNY O. MANNING, as President, Secretary and Treasurer of the Corporation be accepted as of its tender.

RESOLVED FURTHER , that the following named persons are hereby elected to serve as the Officers of the Corporation, respectively:

KAMAL CONSTANTINE – Chief Executive Officer/President
ADAM MANNING – Vice President of Operations
DAVID M. WHITE – Chief Financial Officer/Secretary/Treasurer

DATED this 5th day of MARCH, 2022.

KAMAL CONSTANTINE, Director

ADAM MANNING, Director

DAVID M. WHITE, Director

UNANIMOUS CONSENT OF SHAREHOLDERS
OF
MANNING, INC.
IN LIEU OF SPECIAL MEETING

As permitted by §10A-2A-7.04, *Code of Alabama* (1975), the undersigned, being all of the Shareholders of MANNING, INC., an Alabama corporation (the "Corporation"), in lieu of a special meeting of the Shareholders, do hereby consent to, authorize and direct the adoption of the following resolutions, viz:

RESOLVED, that the following named persons are hereby appointed to serve as the Directors of the Corporation until their successors are duly elected and qualified:

KAMAL CONSTANTINE
ADAM MANNING
DAVID M. WHITE

RESOLVED FURTHER, that the resignation of DANNY O. MANNING, as a Director of the Corporation be accepted as of its tender.

DATED this 6th day of MARCH, 2022.

KAMAL CONSTANTINE

ADAM MANNING

DAVID M. WHITE

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0245780029
Sep 14, 2016 LTR 147C
63-0674675

MANNING INC
FOOD FOR LESS
4720 MOFFETT RD
MOBILE AL 36618-2226 202

Taxpayer Identification Number: 63-0674675

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of September 14th, 2016.

Your Employer Identification Number (EIN) is 63-0674675. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Mrs. Hopper
1002914700
Customer Service Representative

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

MANNING INC
306 S UNIVERSITY BLVD
MOBILE, AL 36609-2909

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	4900 18215	01/1/1972	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: 445110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet N. Heathcock

Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
COMMISSIONER'S OFFICE
P.O. BOX 327001
MONTGOMERY, AL 36132-7001

L2131054816

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 - see Exhibit A & B attached per Ground Lease to property owner

Ownership Type	Company Name
The above described property is RENT/LEASED to/by	Manning, Inc.

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 6th day of September 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Tracy D. Bryan	Tracy D. Bryan	1-20-2025

Notary Stamp

TRACY D. BRYAN
MY COMMISSION EXPIRES
JANUARY 20, 2025
NOTARY PUBLIC
STATE OF ALABAMA

Owner of Property (Print Name)	Applicant Name (Print Name)
Rochester-Mobile, LLC Salzman-Mobile, LLC	Betsy White
Owner of Property (Signature)	Applicant Name (Signature)
[signature]	Betsy White
Address	Address
6900 Wisconsin Avenue	4720 Moffett Road
City, State, Zip	City, State, Zip
Chevy Chase MD 20815	Mobile, AL 36618
Date Agreement Signed	Date Agreement Signed
9/6/23	9/6/23

EXHIBIT B
LEGAL DESCRIPTION OF THE LAND

A parcel of land situated in the northwest quarter of Section 27, Township 4 South, Range 2 West, St. Stephens Meridian, Mobile County, Alabama being more particularly described as follows:

Commence at the northwest corner of Section 27, Township 4 South, Range 2 West St. Stephens Meridian, Mobile County, Alabama; thence run North 89°56'29" East (plat-North 89°55'49" East) for a distance of 652.06 feet (measured and plat); thence run South 00°04'04" East (Plat-South 00°04'11" East) for a distance of 53.00 feet (measured and plat) to the southerly right-of-way line of Airport Boulevard and to the POINT OF BEGINNING; thence run South 89°59'18" East (plat-North 89°55'49" East) along said right-of-way line for a distance of 79.94 feet (plat-80.00 feet); thence, leaving said right-of-way line, run South 00°00'20" West (plat-South 00°04'11" East) for a distance of 292.13 feet (plat-292.14 feet); thence run South 89°58'38" East (plat-North 89°55'49" East) for a distance of 19.86 feet (plat-20.00 feet); thence run North 32°55'15" East (plat-North 32°50'16" East) for a distance of 139.72 feet (plat-139.62 feet); thence run South 73°01'12" East (plat-South 73°07'50" East) for a distance of 200.49 feet (plat 200.52 feet) to an intersection with the westerly right-of-way line of University Boulevard (right-of-way width varies), said intersection being on a non-tangent curve to the left having a central angle of 12°56'28" (measured and plat), a radius of 2914.79 feet (measured and plat), and a chord bearing of South 08°49'52" West for a distance of 656.64 feet (measured and plat); thence run along the arc of said curve, and along said right of way line, for a distance of 660.05 feet (measured and plat); thence, leaving said right-of-way line, run South 89°59'21" West (plat-South 89°55'49" West) for a distance of 625.19 feet (plat-626.77 feet); thence run North 00°10'17" East (plat-North 00°04'11" West) for a distance of 264.25 feet (plat-265.00 feet); thence run North 89°52'57" East (plat-North 89°55'49" East) for a distance of 89.80 feet (plat-90.00); thence run North 00°04'11" West (measured and plat) for a distance of 372.26 feet (plat-372.14 feet); thence run North 89°52'44" East (plat-North 89°55'49" East for a distance of 270.07 feet (plat-270.00 feet); thence run North 00°01'24" East (plat-North 00°04'11" West) for a distance of 246.99 feet (plat-247.00 feet) to the southerly right-of-way line of Airport Boulevard (right-of-way width varies) and to the POINT OF BEGINNING.

And also an easement more particularly described as follows:

A 30 -foot non-exclusive easement for a driveway as recorded in Real Property Book 1389, Page 463 being more particularly described as follows:

Commence at the northwest corner of Section 27, Township 4 South, Range 2 West, St. Stephens Meridian, Mobile County, Alabama; thence run North 89°56'29" East (plat-North 89°55'49" East) for a distance of 382.06 feet (measured and plat); thence run South 00°04'04" East (plat-South 00°04'11" East) for a distance of 53.00 feet (measured and plat) to the southerly right-of-way line of Airport Boulevard (right-of-way width varies) and the POINT OF BEGINNING; thence run North 89°56'29" East (plat-North 89°55'49" East) along said right-of-way line for a distance of 30 feet (measured and plat); thence leaving said right-of-way line run South 00°03'11" East (plat-South 00°04'11" East) for a distance of 46.40 feet (plat-247.00 feet); thence run South 88°59'11" West (plat-South 89°55'49" West) for a distance of 30.00 feet (measured and plat); thence run North 00°04'04" West (plat-North 00°04'11" West) for a distance of 246.36 feet (plat-247.00 feet) to the POINT OF BEGINNING.

(continued)

And also all easements benefitting the above described parcels created pursuant to that certain Grant of Easements and Declaration of Restrictions dated August 14, 1974 recorded in Real Property Book 1376, Page 185, as amended by that certain: (I) Modification of Grant of Easements and Declaration of Restrictions dated August 14, 1974 recorded in Real Property Book 1376, Page 193, (ii) Amendment to Grant of Easements and Declaration of Restrictions dated September 26, 1974 recorded in Real Property Book 1389, Page 463, (iii) Amendment to Grant of Easements and Declaration of Restrictions recorded in Real Property Book 1481, Page 112, (iv) Lease Amendment, Modification of Restrictions, and Site Approval dated March 14, 1996 recorded in Real Property Book 4343, Page 699, and (v) Third Amendment to Lease and REA dated June 26, 1997, recorded in Real Property Book 4481, Page 949 (collectively, the "REA").

City of Mobile Alcoholic Beverage License Application

Alcohol License Application

URBAN DEVELOPMENT ZONING APPROVAL

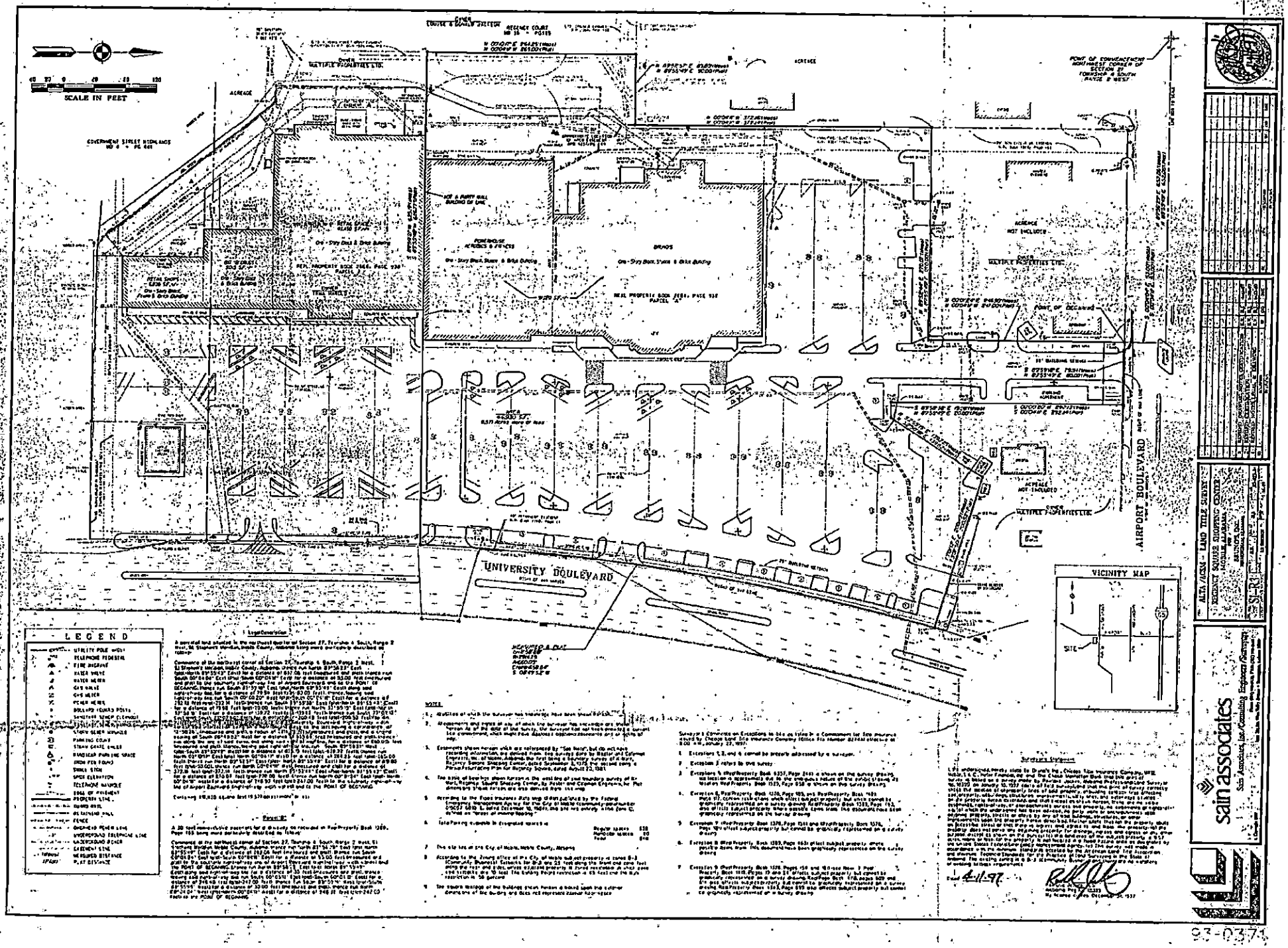
All boxes REQUIRED .. MUST be answered

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
GROCERY STORE/MARKET	040/060 - Retail Beer & Wine (on/off premises)
Legal Business Name	**Trade Name (DBA)**
Manning, Inc.	Piggly Wiggly
Physical Address of Business (Street Name, Suite #)	**Building Square Footage** / **Building Stand alone or attached**
306 S. University Blvd	53,924 / STAND ALONE
City / **State** / **Zip Code**	**Did you include the *REQUIRED* drawing with this sheet?**
Mobile / AL / 36609	

Business Contact Person			
Name	**Title**	**Phone**	**Email**
Betsy White	Authorized Agent	(251) 510-5102	bwhite@bwfcpa.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY				
Parking Provided	**Parking Required**	**Compliance**	**Zoning**	**Approved**
179+	179	Yes	B-2 & B-3	Yes
Comments				
Print Name	**Signature**			**Date**
Payton Rogers		Digitally signed by Payton W. Rogers Location: Planning & Zoning		10/11/2023


SCALE IN FEET
UNIVERSITY BOULEVARD
AIRPORT BOULEVARD
VICINITY MAP
SITE
LEGEND
ALTA/ACSM - LAND TITLE SURVEY
sain associates

93-0371

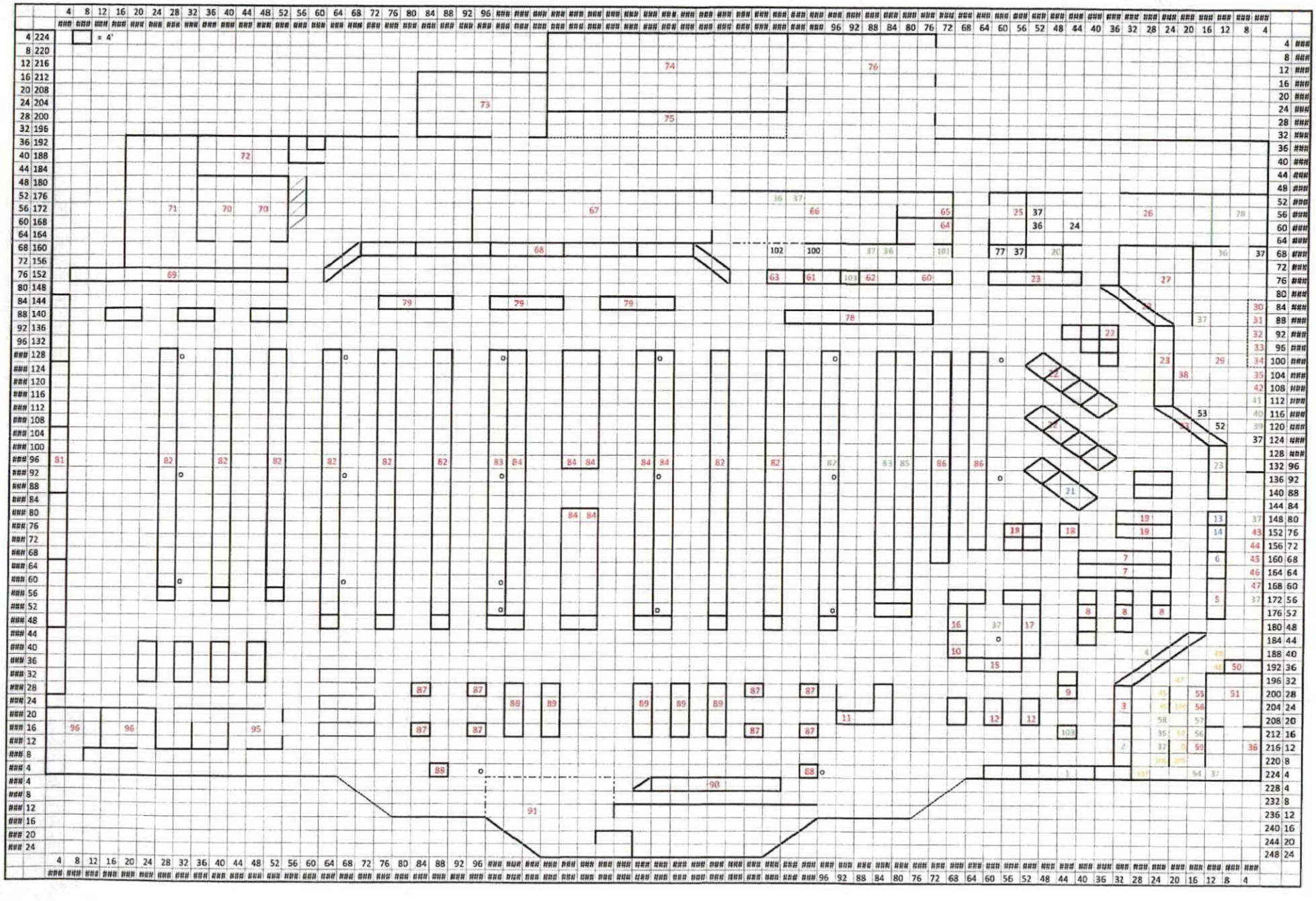
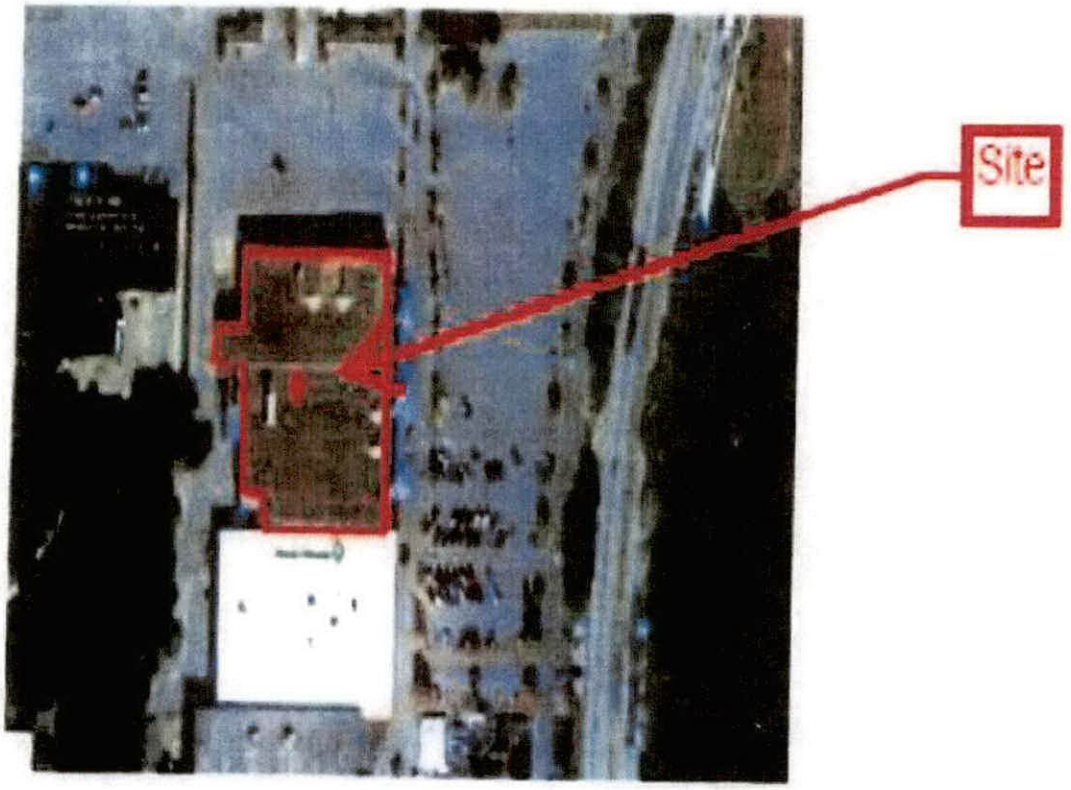

= 4'

EXHIBIT A

SITE



LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), is made entered into effective as of the 10th day of May, 2022 (the "Effective Date"), between **Rochester-Mobile, L.L.C.**, a Delaware limited liability company and **Salzman-Mobile, L.L.C.**, a Delaware limited liability company, having an office at 6900 Wisconsin Ave Suite 700 Chevy Chase, MD 20815 (hereinafter collectively called "Landlord"), and **Manning, Inc., d/b/a Piggly Wiggly**, an Alabama corporation, having an office at 4720 Moffett Rd. Mobile, AL 36618 (hereinafter called "Tenant").

WITNESSETH:

Landlord and Tenant covenant and agree as follows:

1. EXHIBITS.

The following Exhibits are annexed hereto and made a part hereof:

A. Exhibit A, a site plan of the Shopping Center (as hereinafter defined);

B. Exhibit B, a legal description of the Land;

C. Exhibit C, form of agreement setting forth the Rent Commencement Date (as hereinafter defined) and the date of expiration of the term of this Lease;

D. Exhibit D, Tenant Exclusives;

E. Exhibit E, Memorandum of Lease.

2. DEMISED PREMISES.

A. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises labeled "Site" on **Exhibit A** and the improvements now or hereafter erected on said premises (said premises and improvements being hereafter collectively called the "Demised Premises"), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto. The Demised Premises, containing approximately 53,924 rentable square feet of ground floor building area, is located at 306 South University Blvd. in Mobile, Alabama within that certain parcel of land (hereinafter called the "Land") described on **Exhibit B**. Any buildings and improvements now or hereafter erected on the Land shall be hereinafter called "Improvements". The portion of the building where the Demised Premises is located is sometimes referred to herein as the "Tenant's Building." The Land and the Improvements shall be hereafter collectively called the "Shopping Center".

B. The Demised Premises are leased subject to (a) the existing state of title as of the commencement of the term of this Lease and all easements, conditions, covenants, restrictions and encumbrances of record (the "Permitted Encumbrances") in the Real Property Records of the county in which the Demised Premises is located (the "Probate Records"), (b) any state of facts which an

IN WITNESS WHEREOF this Lease has been duly executed as of the day and year first above written.

WITNESSES

Print Name: Patricia L. Ruggiero

Print Name: Dilcia Rivera

LANDLORD: ROCHESTER-MOBILE, L.L.C.

By:
Name: HARVEY S. FEUERSTEIN
Title: Managing Member
Date: June 8, 2022

WITNESSES

Print Name: Marvin L Becker

Print Name: ROBERT C MADDAMMA

LANDLORD: SALZMAN-MOBILE, L.L.C.

By:
Name: DARYL J. KAPLAN
Title: MANAGING MEMBER
Date: 6/9/22

WITNESSES

Print Name: Nathan D Hardwick

Print Name: Tiffany Howell

TENANT: MANNING, INC., d/b/a Piggly Wiggly, an Alabama corporation

By:
Name: KAMAL CONSTANTINE
Title: President
Date: May 13, 22

ADDENDUM TO LEASE AGREEMENT

THIS LEASE ADDENDUM is attached to and made a part of the Lease Agreement dated May 10, 2022 (the "Lease"), by and between Rochester-Mobile, L.L.C., a Delaware limited liability company and Salzman-Mobile, L.L.C., a Delaware limited liability company (hereinafter collectively called "Landlord"), and Manning, Inc., d/b/a Piggly Wiggly, an Alabama corporation (hereinafter called "Tenant").

1. Notwithstanding anything in the Lease to the contrary, including without limitation Sections 7 and 11 of the Lease, Tenant agrees that Landlord shall be afforded such additional time following the Commencement Date as may be required due to equipment/materials supply chain issues in order for Landlord to complete any repairs and/or replacements and to comply with the Landlord's obligations under the Lease with respect to the condition of the Demised Premises and Common Areas, provided (a) Landlord shall pursue the completion of such pending repairs and/or replacements with reasonably deliberate speed, and (b) in the event such delay continues for greater than two hundred seventy (270) days after the Commencement Date and adversely and materially affects Tenant's Intended Use of the Demised Premises such that Tenant is unable to open for business to the public, the Rent Commencement Date shall be extended until the outstanding repairs and/or replacements impairing Tenant's Intended Use are completed. Tenant further acknowledges and agrees that "Delivery of Possession" of the Demised Premises by Landlord shall not be deemed delayed as a result of any pending repairs and/or replacements which may be performed by Landlord following the Commencement Date in accordance with the foregoing provision.

2. Except as set forth herein, the Lease is hereby ratified and affirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed effective as of the 10th day of May, 2022.

LANDLORD: ROCHESTER-MOBILE, L.L.C.

By: Harvey Feuerstein
Name: HARVEY S. FEUERSTEIN
Title: Managing Member

LANDLORD: SALZMAN-MOBILE, L.L.C.

By: Daryl A. Kaplan
Name: DARYL J. KAPLAN
Title: Managing Member

TENANT: MANNING, INC., d/b/a Piggly Wiggly, an Alabama corporation

By:_____
Name:_____
Title:_____

4887-2085-2256, v. 2

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)

040 - RETAIL BEER (ON/OFF PREMISES)

060 - RETAIL TABLE WINE (ON/OFF PREMISES)

Legal Business Name

MANNING INC

Trade Name (DBA)

PIGGLY WIGGLY

Location Address

306 SOUTH UNIVERSITY BLVD MOBILE AL 36609

Application Number

2023 - 5604

Post Date

October 12, 2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

October 17, 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

Betsy White, 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.

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
Kemal Constantine	9/5/23
Owner/Applicant Signature	**Title**
	owner

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/13/2023 - 2:37 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:	Special Events More than 60 Days License
Submitted by:	TopGolf USA MA LLC
Location:	TopGolf USA 1250 Satchel Paige Drive Mobile, AL 36606

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 - 5603	126842	October 17, 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)

160 - SPECIAL EVENTS - MORE THAN 60 DAYS

Legal Business Name

TOPGOLF USA MA LLC

Trade Name (DBA)

TOPGOLF USA

Location Address

1250 SATCHEL PAIGE DRIVE MOBILE AL 36606

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:

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License Type(s)

160 - SPECIAL EVENTS - MORE THAN 60 DAYS

Legal Business Name

TOPGOLF USA MA LLC

Trade Name (DBA)

TOPGOLF USA

Location Address

1250 SATCHEL PAIGE DRIVE MOBILE AL 36606

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 13, 2023	NEW APPLICATION	2023 - 5603	126842	October 17, 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)

160 - SPECIAL EVENTS - MORE THAN 60 DAYS

Legal Business Name

TOPGOLF USA MA LLC

Trade Name (DBA)

TOPGOLF USA

Location Address

1250 SATCHEL PAIGE DRIVE MOBILE AL 36606

Business Contact Person Information			
Name	Title	Phone	Email
CHEREE GOODALL	LICENSING MGR	(214) 501-5052	CHEREE.GOODALL@TOPGOLF.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? **11.13.2023**

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 9, 2023	NEW APPLICATION	2023 - 5603	126842	October 17, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
160 - SPECIAL EVENTS - MORE THAN 60 DAYS	

Business Information

Legal Business Name	Trade Name (DBA)
TOPGOLF USA MA LLC	TOPGOLF USA

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	03.28.2022	6700605	DE	NEW CASTLE

Federal Tax ID (FEIN)	AL State Tax ID
88-1498982	R011674661

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
1250 SATCHEL PAIGE DRIVE	MOBILE	AL	36606

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
8750 NORTH CENTRAL ESPY STE 1200	DALLAS	TX	75231

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
ENTERTAINMENT FACILITY	N/A

Business Contact Person Information

Name	Title	Phone	Email
CHEREE GOODALL	LICENSING MGR ☐ POA	(214) 501-5052	CHEREE.GOODALL@TOPGOLF.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
AL MOBILE SATCHEL LLC	(864) 263-5425	ESCHMIDT@REALTYLINKDEV.COM

Property Owner Address	City	State	Zip Code
201 RIVERPLACE STE 400	GREENVILLE	SC	29601

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
43,234	500	YES	YES	MULTI-STORY	ENTIRE STRUCTURE

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)	
SRINIVASAN, NARESH	MANAGER		
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
	INDIA		(972) 393-2075

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)	
AREVALO, SUSANA CORINA	MANAGER		
Home Street Address	**City**	**State**	**Zip Code**
		TX	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
	EL SALVADOR		(773) 774-7113

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

CERTIFICATION and SIGNATURE

SA 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.

SA 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.

SA 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.

SA 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.

SA 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.

SA 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
Susana Arevalo	10-12-2023
Owner/Applicant Signature	**Title**
Susana Arevalo	CFO

Sworn to and subscribed before me this 12 day of October 2023

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Cheree Goodall	Cheree D. Goodall	8-13-2025

Notary Stamp

CHEREE D. GOODALL
Notary Public, State of Texas
Comm. Expires 08-13-2025
Notary ID 125394731

Signature Page

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)

160 - SPECIAL EVENTS - MORE THAN 60 DAYS

Legal Business Name

TOPGOLF USA MA LLC

Trade Name (DBA)

TOPGOLF USA

Location Address

1250 SATCHEL PAIGE DRIVE MOBILE AL 36606

Application Number

2023 - 5603

Post Date

October 9, 2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

October 17, 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

Susana Prieto

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

REVENUE DEPARTMENT

October 9, 2023

TOPGOLF USA

1250 SATCHEL PAIGE DRIVE

MOBILE, AL 36606 USA

ACCOUNT NUMBER: 126842 TERRITORY 4

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1656066	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

Thank you for your payment

Thank you for your credit card payment. Allow up to 48 hours for your payment to be reflected on your account statement.

An email confirmation was sent to SHAWN.SKINNER@CITYOFMOBILE.ORG.

City of Mobile AL

205 Government Street, Mobile, AL 36602

Revenue 251.208.7462

www.cityofmobile.org

Transaction details

Date: October 09, 2023 10:28 AM CDT

2023 Business Licenses #1656066	$50.00
Subtotal	$50.00
Processing fee	$2.50
Total	**$52.50**

Payment information

LEIGHA HOWELL

Confirmation number: PM7XM7F3TC

Transaction type: Purchase

Thank you for your payment.

Return to Citizen Self Service

Skinner, Shawn

From: Online Payments <noreply@tylerportico.com>
Sent: Monday, October 9, 2023 10:29 AM
To: Skinner, Shawn
Subject: City of Mobile AL Payment Confirmation

CAUTION: External Email



City of Mobile AL payment confirmation

Hi LEIGHA HOWELL,

Thanks for your payment to City of Mobile AL. This email is your receipt.

This purchase will appear on the account statement for your Visa ending in 3919.

Confirmation #: PM7XM7F3TC **October 09, 2023 10:28 AM CDT**

Description	Amount
2023 Business Licenses #1656066	**$50.00**
Subtotal	$50.00
Processing fee	$2.50

Total	**$52.50**

Thank you for your credit card payment. Allow up to 48 hours for your payment to be reflected on your account statement. If you have questions, contact customer service for help.

View this receipt online

Have a new credit card? You can easily update your payment information.

City of Mobile AL
205 Government Street Mobile, AL 36602

Website | Revenue 251.208.7462

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
09/18/2023	NO		10/06/2023

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
New Business (never licensed)		NO

License Type applied for with Alabama ABC Board	
020 - Restaurant Retail (liquor/beer/wine)	

Business Information

Business Description/Activity	Other Explain
OTHER (explain)	Multinational sports entertainment company

Legal Business Name	Trade Name (DBA)
TOPGOLF USA MA, LLC	Topgolf USA

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
LIMITED LIABILITY COMPANY (LLC)	03/28/2022	1250 Satchel Paige Dr.

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
8750 N Central Espy Ste 1200	Mobile	AL	36606

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Dallas	TX	75231	8750 N Central Espy Ste 1200

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
8750 N Central Espy Ste 1200	Dallas	TX	75231

City	State	Zip Code	Business Phone Number	Building Type
Dallas	TX	75231		STAND ALONE

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
	88-1498982	R011674661	BUSINESS MAIL ADDRESS

Business Contact Person Information

Name	Title	Phone	Email
Cheree Goodall	Licensing Manager	(214) 501-5052	Cheree.Goodall@topgolf.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?
AL Mobile Satchell, LLC	YES Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
201 Riverplace, Suite 400	(864) 263-5425	eschmidt@realtylinkdev.com

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
Greenville	SC	29601	500	33,383

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 YES
Habitually used for providing food to public YES	Restroom Facilities YES Patio Area 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.

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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
Susana Arevalo	October 3, 2023
Owner/Applicant Signature	**Title**
Susana Arevalo	Manager of Topgolf USA MA, LLC

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230921080602915

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS **State:** $250.00 **County:** $250.00

Type License: **State:** **County:**

Trade Name: TOPGOLF USA **Filing Fee:** $50.00

Applicant: TOPGOLF USA MA LLC **Transfer Fee:**

Location Address: 1250 SATCHEL PAIGE DR MOBILE, AL 36606

Mailing Address: 8750 N CENTRAL EXPY STE 1200 DALLAS, TX 75231

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 6700605

Do you sell Draft Beer?:

Date Incorporated: 03/28/2022 **State incorporated:** DE **County Incorporated:** NEW CASTLE

Date of Authority: 07/12/2022

Federal Tax ID: 88-1498982 **Alabama State Sales Tax ID:** r011674661

Name:	Title:	Date and Place of Birth:	Residence Address:
SUSANA CORINA AREVALO ACOSTA	MEMBER		
NARESH SRINIVASAN	MEMBER	INDIA	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: CHEREE GOODALL
Business Phone: 214-501-5052
Fax:

Home Phone: 214-501-5052
Cell Phone: 214-501-5052
E-mail: CHEREE.GOODALL@TOPGOLF.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: 20230921080602915

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: AL MOBILE SATCHELL LLC 864-263-5425
What is lessors primary business? COMMERCIAL REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? 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: 43234 Display Square Footage:
Building seating capacity: 500 Does Licensed premises include a patio area? YES
License Structure: MULTI STORY 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: 20230921080602915

Initial each — **Signature page**

CG — In reference to law violations, I attest to the truthfulness of the responses given within the application.

CG — In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

CG — In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

XX — In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

XX — In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

XX — In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

CG — 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.

CG — 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.

CG — 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): Cheree Goodall

Signature of Applicant: Cheree Goodall

Notary Name (print): SANDRA RIDDELS

Notary Signature: Sandra Riddels

SANDRA RIDDELS
My Notary ID # 2226291
Expires September 7, 2026

Commission expires: 9-7-2026

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: 20230921080602915

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? NO
More than 30 days? YES

Franchisee or Concessionaire of above? NO
Other valid responsible organization: NO
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

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
Srinivasan, Naresh	Manager	

Race	Sex	Date of Birth	Home Address
	MALE		

Social Security Number	Drivers License (State, Number)	City	State	Zip Code

Place of Birth (City, State, Nation)	Mobile Number	Email
India	(972) 393-2075	Naresh.Srinivasan@topgolf.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
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: Naresh Srinivasan

Business Name: Topgolf

Business Location and Tax ID No.: 1250 Satchel Paige Dr. Mobile, AL

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, Naresh Srinivasan ***(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.***

Date 7/26/23

Declarant's Signature

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
Arevalo, Susana, Corina			Manager	
Race	Sex	Date of Birth	Home Address	
	FEMALE			
Social Security Number	Drivers License (State, Number)		City	State / Zip Code
Place of Birth (City, State, Nation)			Mobile Number	Email
El Salvador			(773) 774-7113	Susana.Arevalo@topgolf.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
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 B

Name: Susana Corina Arevalo

Business: Topgolf

Business Location and Tax ID No.: 1250 Satchel Paige Dr. Mobile, AL

For Official Use Only	**FORM B**
Presumptive alien status confirmed by _____	**Date** _____
SAVE Verification received by _____	**Date** _____

Verification, Demonstration and Declaration of Lawfully Present Alien

A. **SAVE Verification.** In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a lawfully present alien to conduct a public records transaction with the City of Mobile, Alabama, he/she must be verified, using the Systematic Alien Verification of Entitlement (SAVE) Program, **to confirm** that such alien is lawfully present in the United States.

In order to obtain such verification, each such alien must provide: (1) **his or her Alien Registration Number**, which is as follows: _____; and (2) a **copy of non-citizen immigration documents.**

B. **Presumptive Lawful Presence.** In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a lawfully present alien to conduct a public records transaction on a temporary basis pending final verification, each such alien must declare that he or she is a lawfully present alien, by executing the declaration at the bottom of this form, and must demonstrate presumptive lawful presence, by presenting a legible copy 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 valid, unexpired Alabama driver's license.**
- ☐ **A valid, unexpired Alabama non-driver identification card.**
- ☐ **A valid tribal enrollment card or other form of tribal identification** (bearing a photograph or other biometric identifier).
- ☑ **Any valid United States federal or state government issued identification document** (bearing a photograph or other biometric identifier, if issued by an entity that requires proof of lawful presence in the United States before issuance).
- ☑ **A foreign passport with an unexpired United States Visa and a corresponding stamp or notation** (by the United States Department of Homeland Security indicating the bearer's admission to the United States).
- ☐ **A foreign passport issued by a visa waiver country** (with the corresponding entry stamp and unexpired duration of stay annotation or an I-94W form by the United States Department of Homeland Security indicating the bearer's admission to the United States).

DECLARATION OF LAWFULLY PRESENT ALIEN

Under penalty of perjury, I, Susana C. Arevalo *(print name of undersigned) the undersigned do hereby declare that I am a lawfully present alien of the United States of America.*

Date 9-25-2023 Susana Arevalo

Declarant's Signature

STATE OF TEXAS)
:
COUNTY OF DALLAS)

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, TOPGOLF USA MA, LLC (hereinafter "TOPGOLF MOBILE"), does hereby nominate and appoint MELINDA SELLERS, MADELEINE SHERMAN, and RICARDO WOODS, as its true lawful attorney-in-fact for and in the name, place and stead of TOPGOLF MOBILE, and for its use and benefit to do and perform the following acts:

In respect of the application for a licenses to sell alcoholic beverages for the Topgolf Mobile located at 1250 Satchel Paige Dr., Mobile, AL 36606, to represent TOPGOLF MOBILE and to act on its behalf at any and all meetings and public hearings with the Alabama Alcoholic Beverage Control Board, the City of Mobile and Mobile County pertaining to such licenses.

TOPGOLF MOBILE hereby gives and grants unto its said attorney-in-fact full power and authority to do and perform every act necessary, requisite, or proper to be done in connection with the foregoing as fully as such limited liability company might or could do if present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall expire on December 1, 2023, and shall be irrevocable until such time.

IN WITNESS WHEREOF, TOPGOLF MOBILE has hereunto caused this Limited Power of Attorney to be executed by its duly authorized agent this 6 day of March, 2023.

TOPGOLF USA MA, LLC
a Delaware limited liability company

By: W.D.
Name: William Davenport
Title: Manager

STATE OF TEXAS)
)
COUNTY OF DALLAS)

I, the undersigned, a notary public in and for said county in said state, hereby certify that William Davenport, whose name as Manager of TOPGOLF USA MA, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company, as the Manager of said limited liability company.

Given under my hand and official seal this 6 day of March, 2023.

Cheree D. Goodall
Notary Public

[NOTARIAL SEAL]

My commission expires: 8-13-2025

CHEREE D. GOODALL
Notary Public, State of Texas
Comm. Expires 08-13-2025
Notary ID 125394731

STATE OF ALABAMA

FOREIGN LIMITED LIABILITY COMPANY (LLC)
APPLICATION FOR REGISTRATION

PURPOSE: In order to register a foreign entity (any entity formed outside of Alabama) to transact business in Alabama, the entity must deliver to the Secretary of State for filing an Application for Registration pursuant to Section 10A-1-7.04, *Code of Alabama 1975*.

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 **$150.00** processing fee.
*You may file the Application for Registration online in the time it takes to type this request.
*The entity 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 legal name of the foreign entity as recorded in the jurisdiction in which it was formed/organized:

   Topgolf USA MA, LLC

2. The name of the foreign entity for use in Alabama (only if different from the legal name*):

   *A fictitious name may be used **only if the legal entity name is not available** for use in Alabama or the name does not contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC" (10A-1-5.06).

3. If a fictitious name is used the undersigned certifies the resolution of the LLC's governing authority to adopt the fictitious name for use in Alabama and affirms the authority to make such a certification under 10A-1-7.07.

4. A copy of the name reservation received from the Office of the Alabama Secretary of State must be attached.

5. Street (**No PO Boxes**) address of principal office: 8750 N Central Expy Suite 1200, Dallas, TX 75231

   Mailing address (if different from street address) _____

(For SOS Use Only)

This form was prepared by: (type name and full address)

Cheree Goodall
8750 N. Central Expressway, Suite 1200
Dallas, TX 75231

Alabama
Sec. Of State

New Entity
001-029-385 FLL
Date 7/12/2022
Time 14:54
220712 3 Pg

File $150.00
County $.00
Total $150.00
01/021

FOREIGN LIMITED LIABILITY COMPANY (LLC) APPLICATION FOR REGISTRATION

6. Entity's jurisdiction of formation: Delaware
(State or Country of formation)

7. Date of the entity's formation in state/country of jurisdiction: 3 / 28 / 2022 (MM/DD/YYYY)

8. The undersigned certifies that the foreign entity exists as a valid Limited Liability Company under the laws of the entity's jurisdiction of formation.

9. Name of registered agent for service of process (**MUST** be physically located in Alabama):
CT Corporation System

10. Street (**No PO Boxes**) address of registered office of registered agent (**MUST** be physically located in Alabama):
2 North Jackson St Suite 605, Montgomery, AL 36104

Mailing address in Alabama of registered agent/office (if different from street address)

11. If the entity registering is a Non Profit LLC, Series LLC or Non-Profit Series LLC. Please check type below:

☐ Non-Profit LLC ☐ Series LLC ☐ Non-Profit Series LLC

12. The foreign entity began or will begin transacting business in Alabama (**a date must be provided**):

Began or will begin doing business: 6 / 1 / 2022 (MM/DD/YYYY)

5 / 16 / 2022
Date (MM/DD/YYYY)

William Daveport, CFO
Typed name and title of signature below

[Signature]
Signature of person authorized to sign per 10A-1-4.01

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:

TopGolf USA MA, LLC

This name reservation is for the exclusive use of TopGolf USA MA, LLC, 8750 N Central Expressway, Suite 1200, Dallas, TX 75231 for a period of one year beginning July 11, 2022 and expiring July 11, 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.

July 11, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES033612

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "TOPGOLF USA MA, LLC", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF MARCH, A.D. 2022, AT 3:14 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

6700605 8100
SR# 20221192039

Authentication: 203243316
Date: 04-22-22

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:14 PM 03/28/2022
FILED 03:14 PM 03/28/2022
SR 20221192039 - File Number 6700605

CERTIFICATE OF FORMATION

OF

TOPGOLF USA MA, LLC

This Certificate of Formation of Topgolf USA MA, LLC (the "Company"), dated as of March 28, 2022, is being duly executed and filed by the undersigned authorized person to form a limited liability company under the Delaware Limited Liability Company Act (6 *Del C.* § 18-101, *et seq.*).

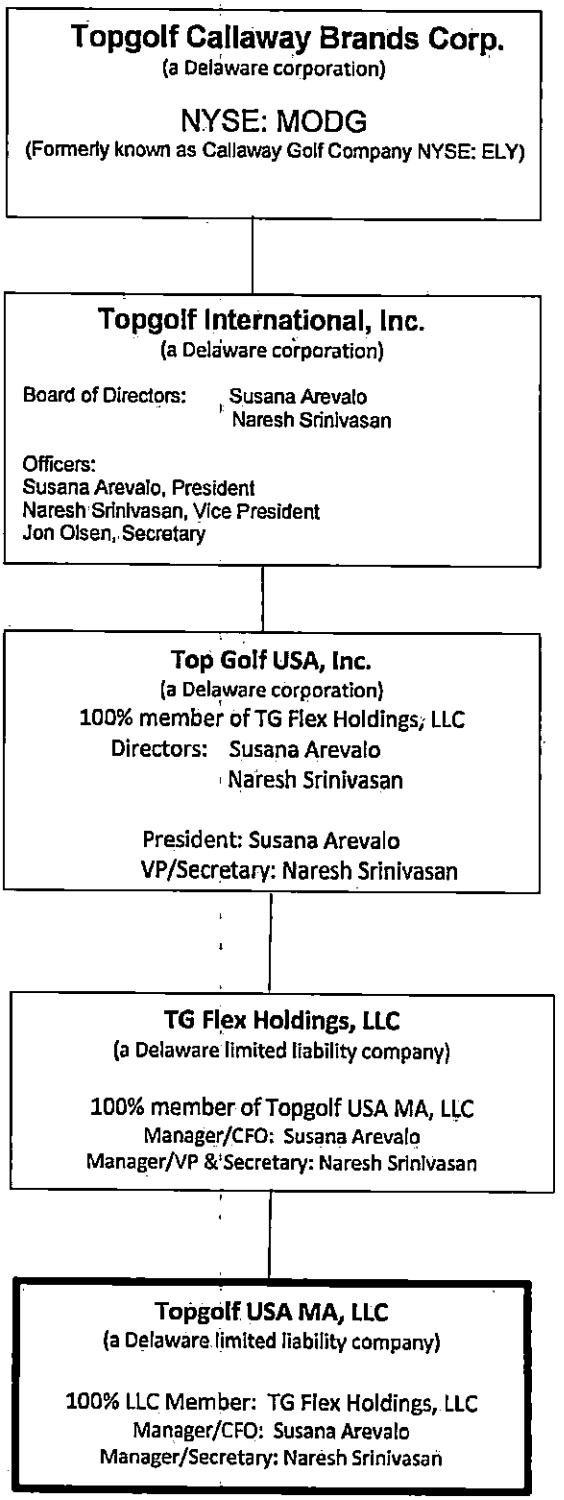
1. ***Name.*** The name of the limited liability company formed hereby is Topgolf USA MA, LLC.

2. ***Registered Office.*** The address of the registered office of the Company in the State of Delaware is Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801.

3. ***Registered Agent.*** The name and address of the registered agent for service of process on the Company in the State of Delaware are The Corporation Trust Company, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/S/William Davenport
William Davenport, Authorized Person


Topgolf Callaway Brands Corp.
(a Delaware corporation)
NYSE: MODG
(Formerly known as Callaway Golf Company NYSE: ELY)
Topgolf International, Inc.
(a Delaware corporation)
Board of Directors: Susana Arevalo
Naresh Srinivasan
Officers:
Susana Arevalo, President
Naresh Srinivasan, Vice President
Jon Olsen, Secretary
Top Golf USA, Inc.
(a Delaware corporation)
100% member of TG Flex Holdings, LLC
Directors: Susana Arevalo
Naresh Srinivasan
President: Susana Arevalo
VP/Secretary: Naresh Srinivasan
TG Flex Holdings, LLC
(a Delaware limited liability company)
100% member of Topgolf USA MA, LLC
Manager/CFO: Susana Arevalo
Manager/VP & Secretary: Naresh Srinivasan
Topgolf USA MA, LLC
(a Delaware limited liability company)
100% LLC Member: TG Flex Holdings, LLC
Manager/CFO: Susana Arevalo
Manager/Secretary: Naresh Srinivasan

51038632 v1

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 03-30-2022

Employer Identification Number:
88-1498982

Form: SS-4

Number of this notice: CP 575 G

TOPGOLF USA MA LLC
WILLIAM B DAVENPORT SOLE MBR
8750 N CENTRAL EXPY STE 1200
DALLAS, TX 75231

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-1498982. 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:

TOPGOLF USA MA LLC
1250 SATCHEL PAIGE DR
MOBILE, AL 36606-2508

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011674661	06/1/2023	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: 713990

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Deputy Commissioner

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 Land Referred to herein below is situated in the county of Mobile, State of Alabama and is described as follows:

Lot 13 of McGowin Park Subdivision, as per map or plat thereof recorded in map book 130, page 35, of the records in the office of the judge of probate, Mobile County, Alabama

The above described property is **RENT/LEASED** to/by (Company Name) **TOPGOLF USA MA, 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 26 day of September 2023

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Leidy Gutierrez	Leidy Gutierrez	7/9/29

Notary Stamp

LEIDY GUTIERREZ
My Commission Expires
NOTARY PUBLIC
July 9, 2029
STATE OF SOUTH CAROLINA

	Owner of Property (Print Name)	Applicant Name (Print Name)
	AL Mobile Satchel, LLC	TOPGOLF USA MA, LLC
	Owner of Property (Signature)	Applicant Name (Signature)
	Address	Address
Ownership Type	301 Riverplace, Suite 400	1250 Satchel Paige Drive
	City, State, Zip	City, State, Zip
	Greenville SC 29601	Mobile, AL 36606
	Date Agreement Signed	Date Agreement Signed
	9/26/23	September 26, 2023

AL MOBILE SATCHEL, LLC

March 8, 2023

Alabama Alcoholic Beverage Control Board
5660 Highway 90W
Theodore, AL 36582

RE: Lease (the "Lease") entered into as of November 15, 2022, between AL Mobile Satchel, LLC ("Landlord") and Topgolf USA MA, LLC ("Tenant") for certain real property in Mobile, Alabama

To Whom It May Concern:

Please allow this correspondence to serve as documentation that the physical address for the above referenced real property in Mobile, Alabama is as follows:

1250 Satchel Paige Dr.
Mobile, AL 36606

Sincerely,

AL Mobile Satchel, LLC

By: _____
Name: Philip J. Wilson
Its: Manager

EXHIBIT A-1
(to Memorandum of Lease)

Legal Description of the Leased Premises

THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS LOT 13-A OF PLAT SHOWING SUBDIVISION OF LOT 13 AND LOT 2 OF MCGOWIN PARK INTO LOT 13-A AND LOTS 2-A, SITUATED IN SECTION 51, TOWNSHIP 4 SOUTH, RANGE 1 WEST, ST. STEPHENS MERIDIAN, CITY OF MOBILE, COUNTY OF MOBILE, STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND ON THE WESTERLY RIGHT OF WAY LINE OF SATCHEL PAIGE DRIVE; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE A CURVE TO THE RIGHT WITH A RADIUS OF 110.00 FEET, ARC LENGTH OF 154.60 FEET AND CHORD BEARING S26°48'39"W A DISTANCE OF 142.18 FEET TO A CROSS FOUND ON THE NORTHERLY RIGHT OF WAY LINE OF TINGLE CIRCLE WEST; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE AND CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE S66°59'56"W A DISTANCE OF 57.45 FEET TO A CROSS FOUND; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE A CURVE TO THE LEFT WITH A RADIUS OF 160.00 FEET, ARC LENGTH OF 107.44 FEET AND CHORD BEARING S47°51'02"W A DISTANCE OF 105.43 FEET TO A 1/4" CAPPED PK NAIL FOUND; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY N68°19'02"W A DISTANCE OF 269.30 FEET TO A 1/2" IRON ROD FOUND; THENCE S68°40'18"W A DISTANCE OF 298.10 FEET TO A 1/2" IRON ROD FOUND; THENCE N81°19'19"W A DISTANCE OF 98.87 FEET TO A 1/2" IRON ROD FOUND ON THE EASTERLY RIGHT OF WAY LINE OF I-65 EXIT RAMP; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE N08°42'02"E A DISTANCE OF 652.88 FEET TO A 2" BRASS CAP IN 4"X4" CONCRETE MONUMENT; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE N25°32'17"E A DISTANCE OF 172.77 FEET TO A 1/2" IRON ROD FOUND; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE S67°38'26"E A DISTANCE OF 251.72 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE S41°14'53"E A DISTANCE OF 559.26 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE N81°39'37"E A DISTANCE OF 31.81 FEET TO A 5/8" CAPPED IRON ROD SET ON THE WESTERLY RIGHT OF WAY LINE OF SATCHEL PAIGE DRIVE; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 854.26 FEET, ARC LENGTH OF 76.94 FEET AND CHORD BEARING S10°57'09"E A DISTANCE OF 76.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 9.670 ACRES MORE OR LESS AS SHOWN ON SURVEY BY DUPLANTIS DESIGN GROUP, PC, DATED JUNE 15, 2022, PROJECT NO. 22-1131.

PJW

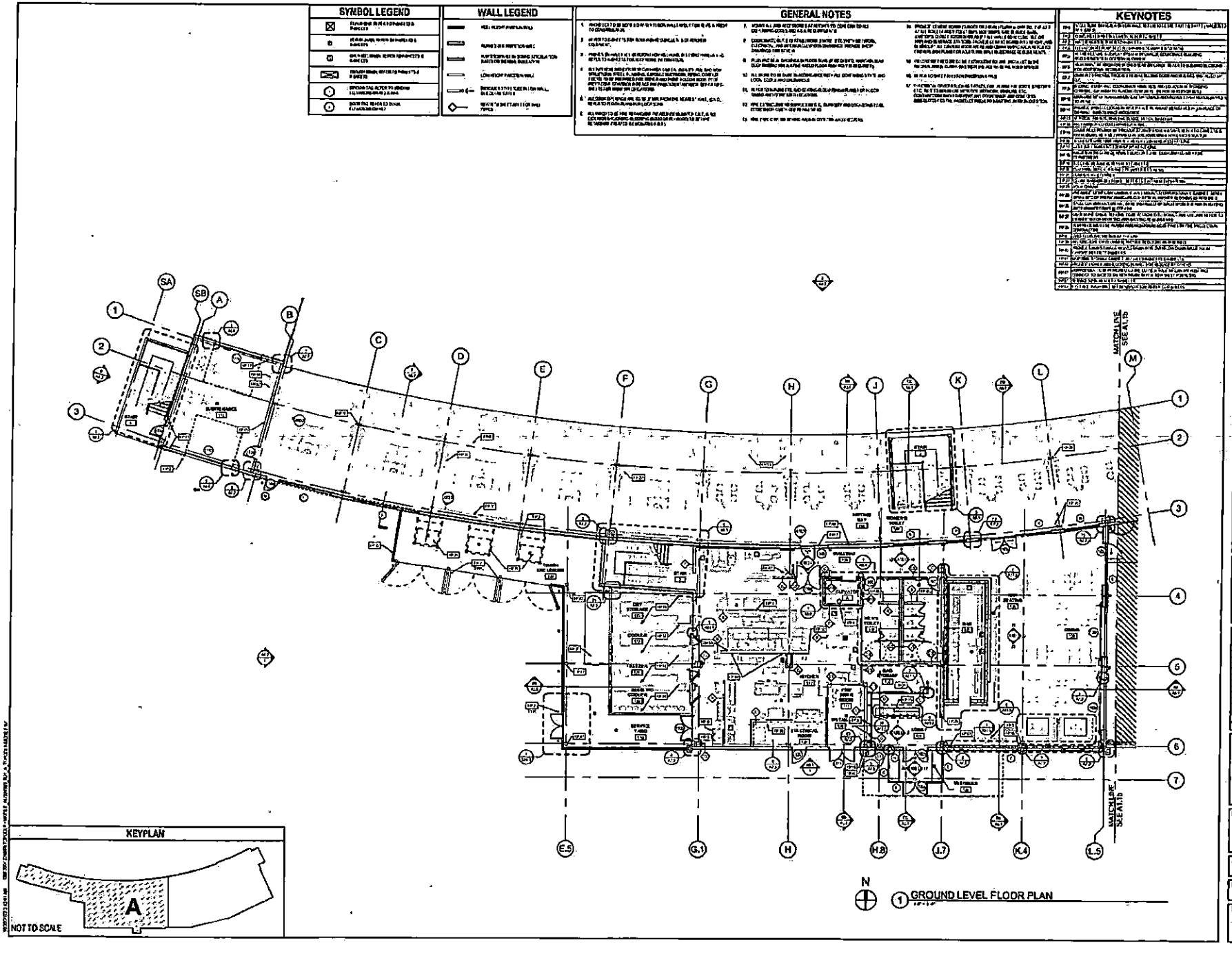
EXHIBIT A-1

LEGAL DESCRIPTION OF THE LAND

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MOBILE, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

LOT 13 OF MCGOWIN PARK SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN MAP BOOK 130, PAGE 35, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROABTE, MOBILE COUNTY, ALABAMA.

PJW



aria GROUP
830 North Blvd,
Oak Park, Illinois
60301
708-445-9400
ariainc.com

TOPGOLF
TOPGOLF MOBILE
1250 SATCHEL PAIGE DR.
MOBILE, AL36606

GROUND LEVEL FLOOR PLAN

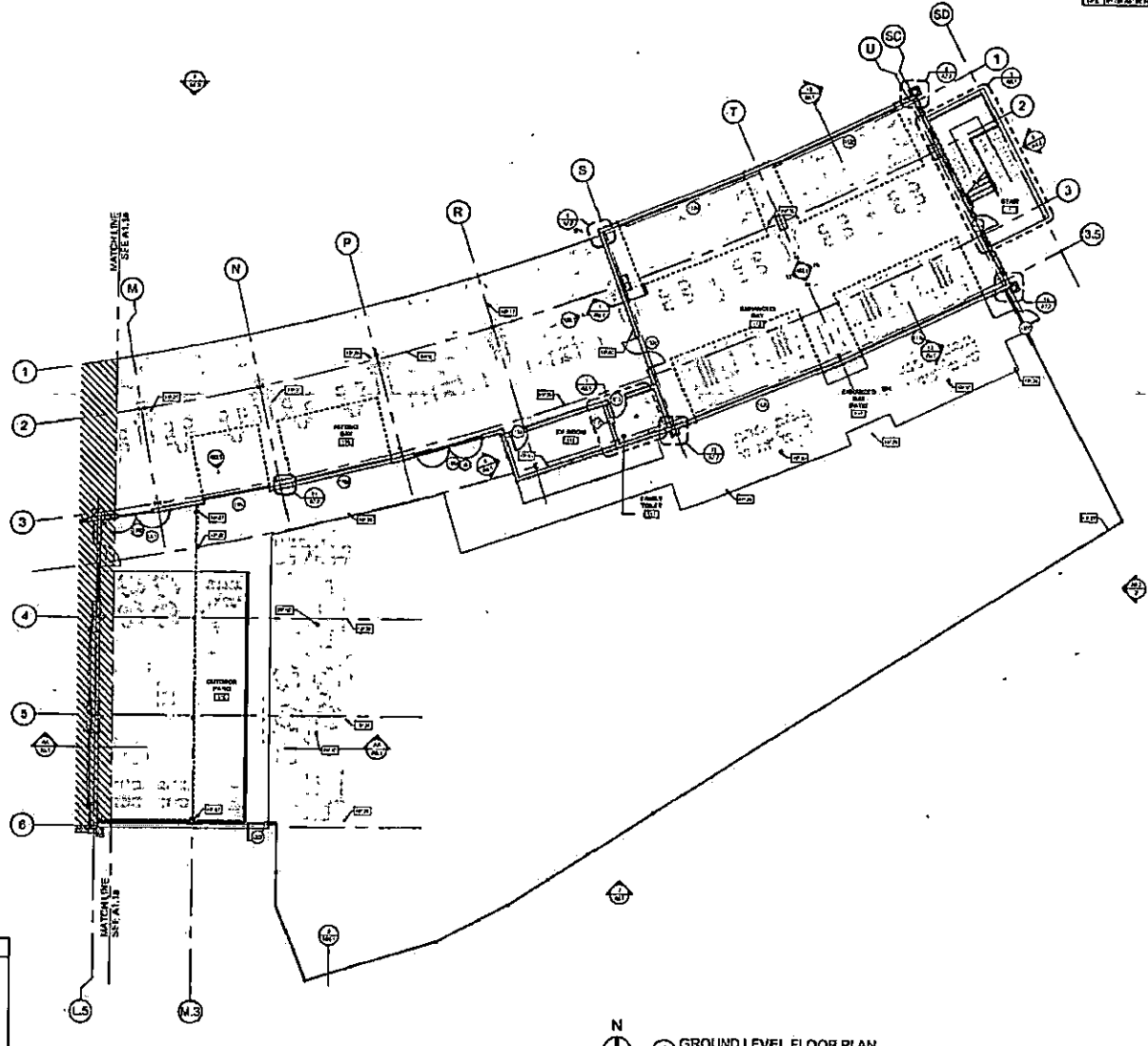
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SYMBOL LEGEND

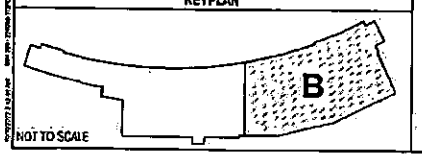
WALL LEGEND

GENERAL NOTES

KEYNOTES



KEYPLAN



NOT TO SCALE

N

1 GROUND LEVEL FLOOR PLAN

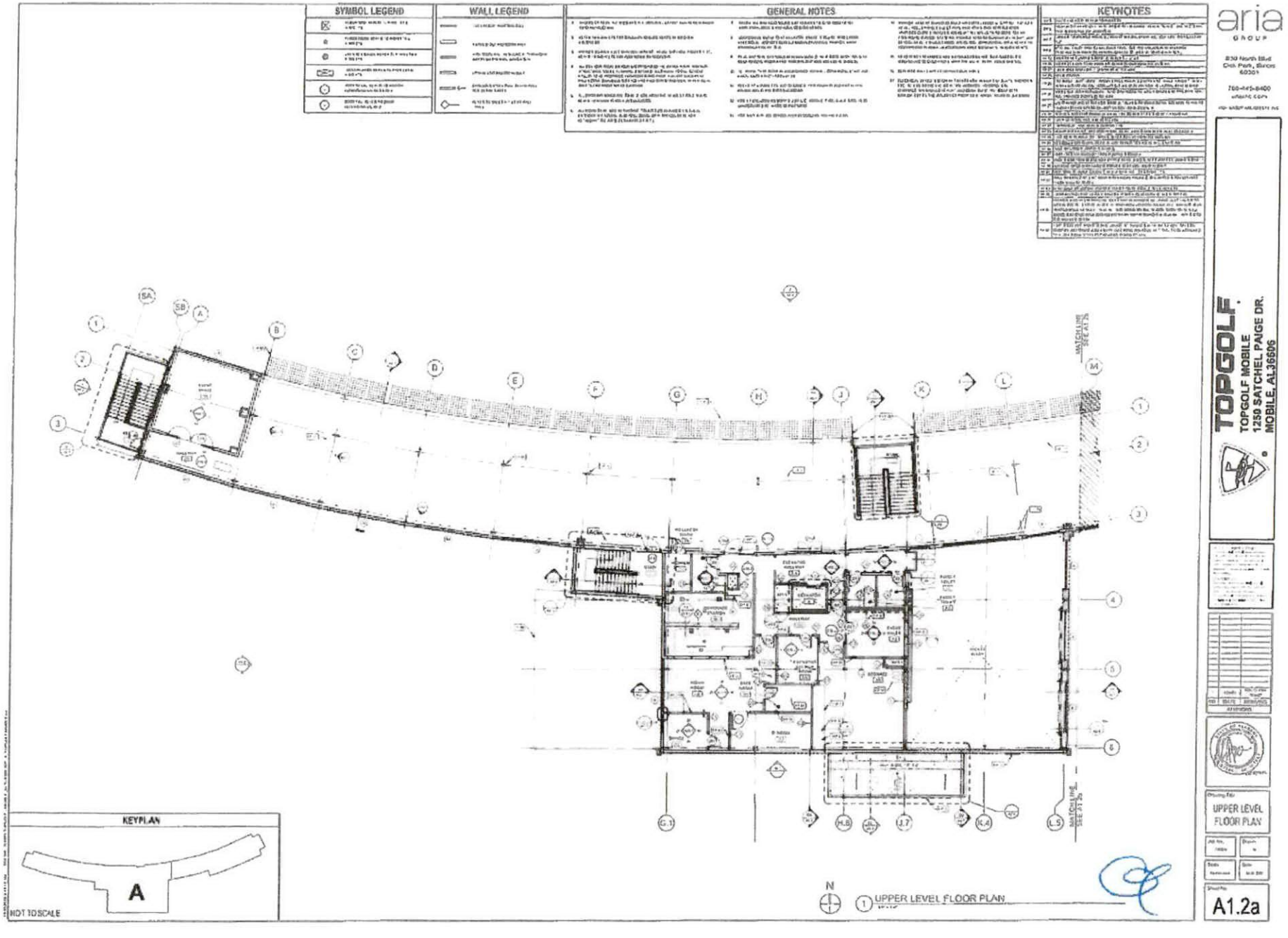
aria GROUP
830 North Blvd.
Oak Park, Illinois
60301
708-445-8400
ariaInc.com

TOPGOLF
TOPGOLF MOBILE
1250 SATCHEL PAIGE DR.
MOBILE, AL 36606

NO.	DATE	REMARKS
1	12/19/25	REVISION PER COMMENTS

Drawing Title: GROUND LEVEL FLOOR PLAN

Sheet No. A1.1b

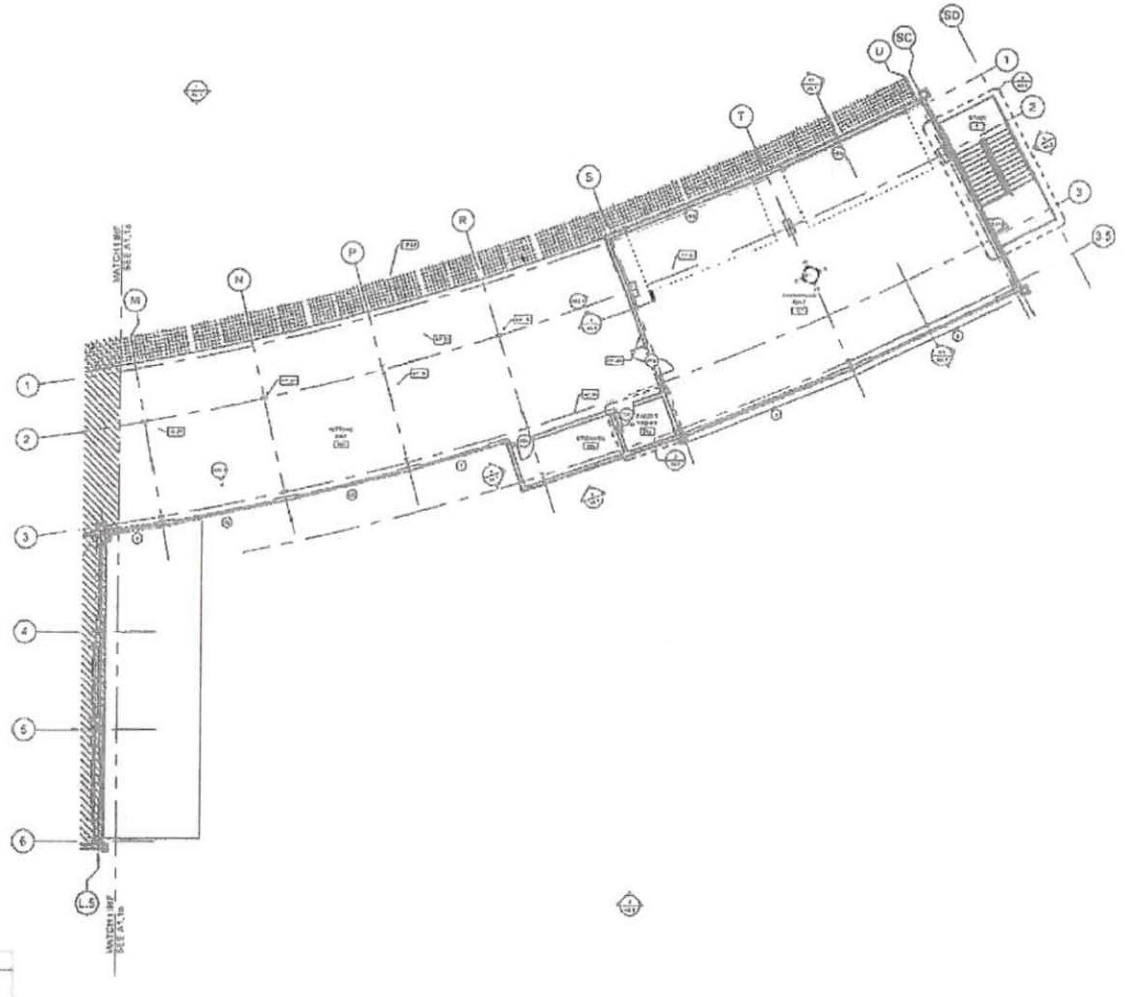

SYMBOL LEGEND
WALL LEGEND
GENERAL NOTES
KEYNOTES
aria GROUP
TOPGOLF
TOPGOLF MOBILE
1250 SATCHEL PAIGE DR.
MOBILE, AL 36606
KEYPLAN
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NOT TO SCALE
N
1 UPPER LEVEL FLOOR PLAN
UPPER LEVEL FLOOR PLAN
A1.2a

SYMBOL LEGEND

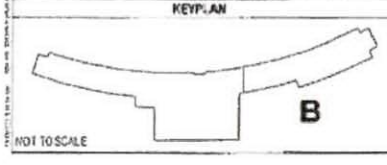
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GENERAL NOTES

KEYNOTES



KEYPLAN



NOT TO SCALE

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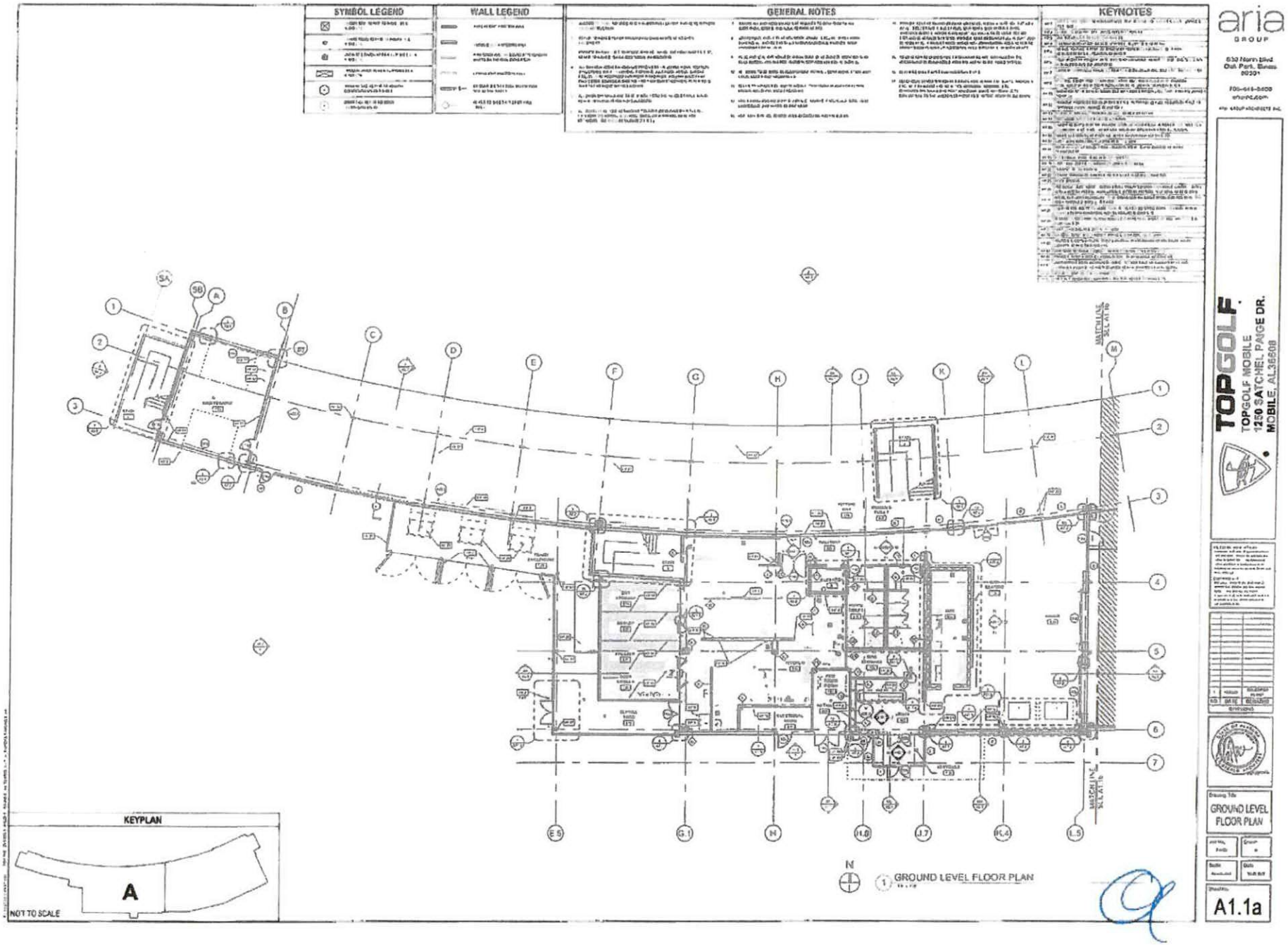
1 UPPER LEVEL FLOOR PLAN

aria
GROUP
630 Plemi Blvd
Oak Park, Illinois
60301
708-445-5400

TOPGOLF.
TOPGOLF MOBILE
1250 SATCHEL PAIGE DR.
MOBILE, AL36606

UPPER LEVEL FLOOR PLAN

A1.2b

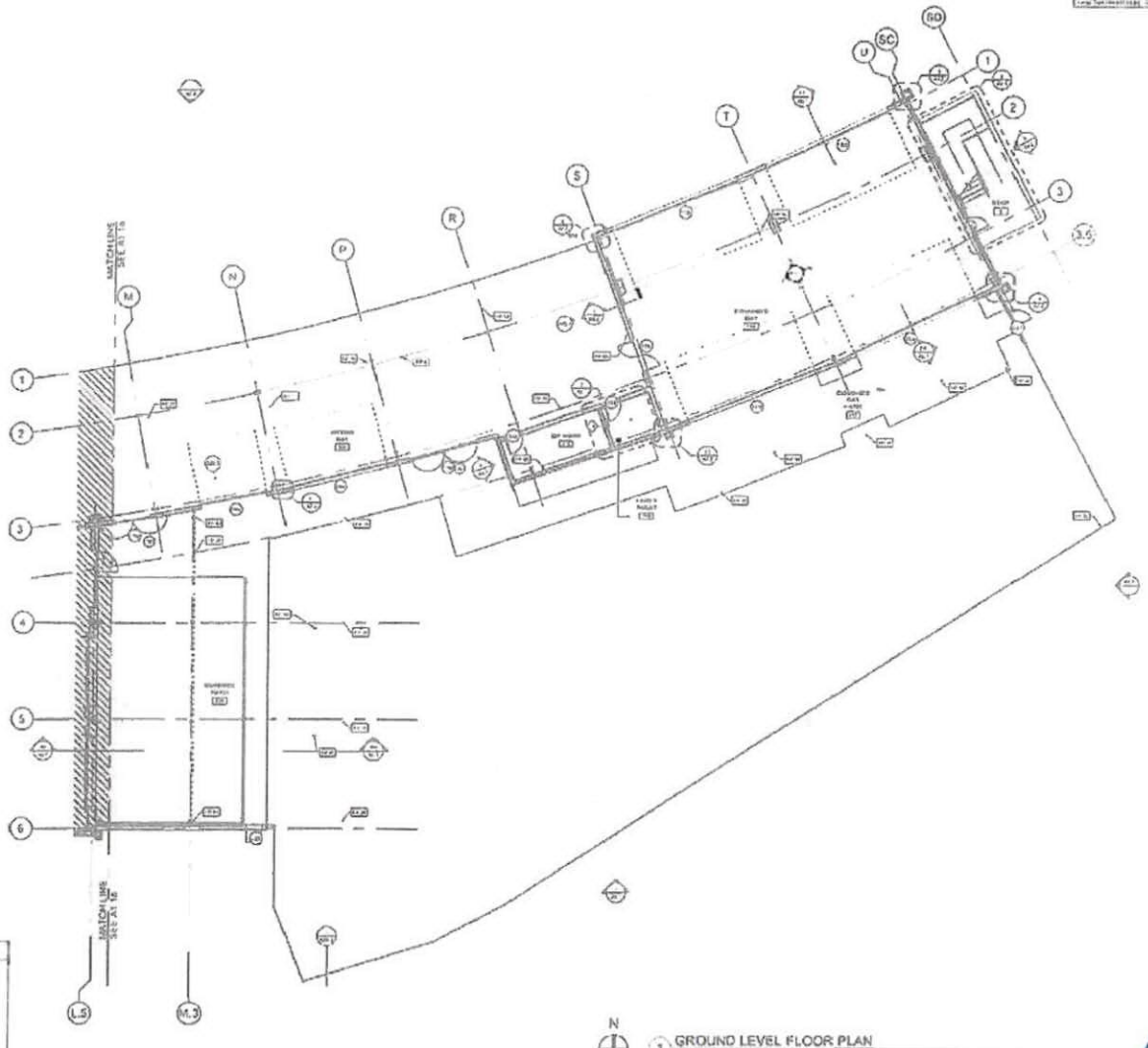

SYMBOL LEGEND
WALL LEGEND
GENERAL NOTES
KEYNOTES
KEYPLAN
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1 GROUND LEVEL FLOOR PLAN
aria GROUP
TOPGOLF
TOPGOLF MOBILE
1250 SATCHEL PAIGE DR.
MOBILE, AL 36609
GROUND LEVEL FLOOR PLAN
A1.1a

SYMBOL LEGEND

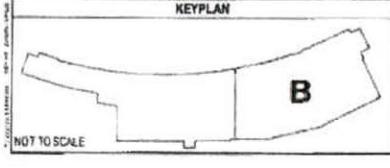
WALL LEGEND

GENERAL NOTES

KEYNOTES



KEYPLAN



NOT TO SCALE

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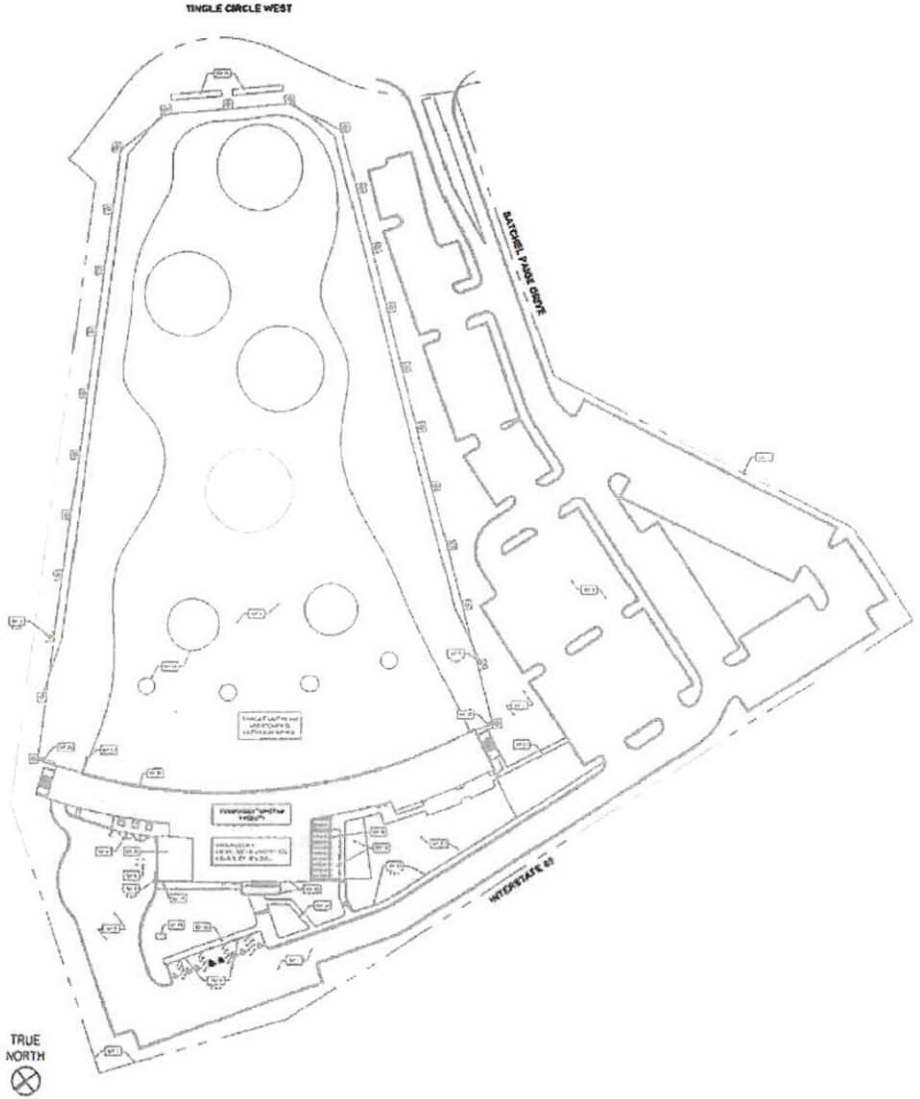
1 GROUND LEVEL FLOOR PLAN

aria
GROUP
820 Fourth Blvd.
Des Plaines, Illinois
60101
708-665-8400
ariagroup.com

TOPGOLF.
TOPGOLF MOBILE
1250 SATCHEL PAGE DR.
MOBILE, AL 36606

GROUND LEVEL FLOOR PLAN

A1.1b



2 SITE PLAN

GENERAL NOTES

SITE INFORMATION

SYMBOL LEGEND

KEYNOTES

aria GROUP
830 North Blvd.
Oak Park, Illinois
60301
708-641-8400

TOPGOLF
TOPGOLF MOBILE
1250 SATCHEL PAIGE DR.
MOBILE, AL 36606

Drawing Title: SITE PLAN

SP1.0

Execution Version – 10-20-22

LEASE

BETWEEN

AL MOBILE SATCHELL, LLC,
A SOUTH CAROLINA LIMITED LIABILITY COMPANY

("LANDLORD")

AND

TOPGOLF USA MA, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

("TENANT")

FOR THE LEASE OF

CERTAIN REAL PROPERTY IN MOBILE, ALABAMA

PJW

LEASE

THIS LEASE (the "***Lease***"), dated as of November 15, 2022 (the "***Effective Date***"), is made by and between AL Mobile Satchell, LLC, a South Carolina limited liability company ("***Landlord***"), and Topgolf USA MA, LLC, a Delaware limited liability company ("***Tenant***").

RECITALS

1. Landlord is the owner of the property described on **Exhibit A-1** attached hereto and made a part hereof (the "***Land***") located in Mobile, Mobile County, Alabama.

2. The Land will be recombined and subsequently subdivided into multiple parcels by the Landlord.

3. Tenant desires to lease the Leased Premises (as defined herein) from Landlord in order to develop, construct and operate a Topgolf Facility (as defined herein) thereon.

4. Landlord and Tenant are parties to that certain Work Letter dated of even date herewith, a copy of which is attached hereto as **Exhibit F-1** (the "***Work Letter***"), with respect to the construction and development of the Topgolf Facility upon the Leased Premises.

5. Landlord and Tenant enter into this Lease in order to set forth the agreements among them with regard to the development and operation of the Leased Premises.

ARTICLE 1.
ATTACHMENTS TO LEASE; EXHIBITS

Attached to this Lease and hereby made a part hereof are the following:

EXHIBIT A-1 – a legal description of the Land

EXHIBIT A-2 – a legal description of the Leased Premises, which will be a subdivided and/or recombined portion of the Land

EXHIBIT B – a site plan of the Land and the Leased Premises, showing the location of the Topgolf Facility

EXHIBIT C – Declaration

EXHIBIT D – Intentionally Omitted

EXHIBIT E – Memorandum of Lease

EXHIBIT F-1 – Work Letter

EXHIBIT F-2 – Description of Landlord's Work

EXHIBIT F-3 – Work Schedule for Landlord's Work and Tenant's Work

EXHIBIT G – Memorandum of Term Commencement

PJW

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed as of the day and year first above written.

LANDLORD:

AL MOBILE SATCHELL, LLC,
a South Carolina limited liability company

By: _____

Name: Philip J. Wilson

Title: Manager

TENANT:

TOPGOLF USA MA, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

PJW

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed as of the day and year first above written.

TENANT:

TOPGOLF USA MA, LLC,

a Delaware limited liability company

By: _____

Name: William Davenport

Title: Manager

PJW

EXHIBIT A-1

LEGAL DESCRIPTION OF THE LAND

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MOBILE, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

LOT 13 OF MCGOWIN PARK SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN MAP BOOK 130, PAGE 35, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROABTE, MOBILE COUNTY, ALABAMA.

PJW

EXHIBIT A-2

LEGAL DESCRIPTION OF THE LEASED PREMISES

THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS LOT 13-A OF PLAT SHOWING SUBDIVISION OF LOT 13 AND LOT 2 OF MCGOWIN PARK INTO LOT 13-A AND LOTS 2-A, SITUATED IN SECTION 51, TOWNSHIP 4 SOUTH, RANGE 1 WEST, ST. STEPHENS MERIDIAN, CITY OF MOBILE, COUNTY OF MOBILE, STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND ON THE WESTERLY RIGHT OF WAY LINE OF SATCHEL PAIGE DRIVE; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE A CURVE TO THE RIGHT WITH A RADIUS OF 110.00 FEET, ARC LENGTH OF 154.60 FEET AND CHORD BEARING S26°48'39"W A DISTANCE OF 142.18 FEET TO A CROSS FOUND ON THE NORTHERLY RIGHT OF WAY LINE OF TINGLE CIRCLE WEST; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE AND CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE S66°59'56"W A DISTANCE OF 57.45 FEET TO A CROSS FOUND; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE A CURVE TO THE LEFT WITH A RADIUS OF 160.00 FEET, ARC LENGTH OF 107.44 FEET AND CHORD BEARING S47°51'02"W A DISTANCE OF 105.43 FEET TO A 1/4" CAPPED PK NAIL FOUND; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY N68°19'02"W A DISTANCE OF 269.30 FEET TO A 1/2" IRON ROD FOUND; THENCE S68°40'18"W A DISTANCE OF 298.10 FEET TO A 1/2" IRON ROD FOUND; THENCE N81°19'19"W A DISTANCE OF 98.87 FEET TO A 1/2" IRON ROD FOUND ON THE EASTERLY RIGHT OF WAY LINE OF I-65 EXIT RAMP; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE N08°42'02"E A DISTANCE OF 652.88 FEET TO A 2" BRASS CAP IN 4"X4" CONCRETE MONUMENT; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE N25°32'17"E A DISTANCE OF 172.77 FEET TO A 1/2" IRON ROD FOUND; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE S67°38'26"E A DISTANCE OF 251.72 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE S41°14'53"E A DISTANCE OF 559.26 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE N81°39'37"E A DISTANCE OF 31.81 FEET TO A 5/8" CAPPED IRON ROD SET ON THE WESTERLY RIGHT OF WAY LINE OF SATCHEL PAIGE DRIVE; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 854.26 FEET, ARC LENGTH OF 76.94 FEET AND CHORD BEARING S10°57'09"E A DISTANCE OF 76.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 9.670 ACRES MORE OR LESS AS SHOWN ON SURVEY BY DUPLANTIS DESIGN GROUP, PC, DATED JUNE 15, 2022, PROJECT NO. 22-1131.

PJW

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)	020 - Restaurant Retail (liquor/beer/wine)
Legal Business Name	**Trade Name (DBA)**
TOPGOLF USA MA, LLC	Topgolf USA
Physical Address of Business (Street Name, Suite #)	**Building Square Footage** / **Building Stand alone or attached**
1250 Satchel Paige Dr.	33,383 / STAND ALONE

City	State	Zip Code	Did you include the REQUIRED drawing with this sheet? (see pg 5)
Mobile	AL	36606	YES ... DRAWING ATTACHED

Business Contact Person

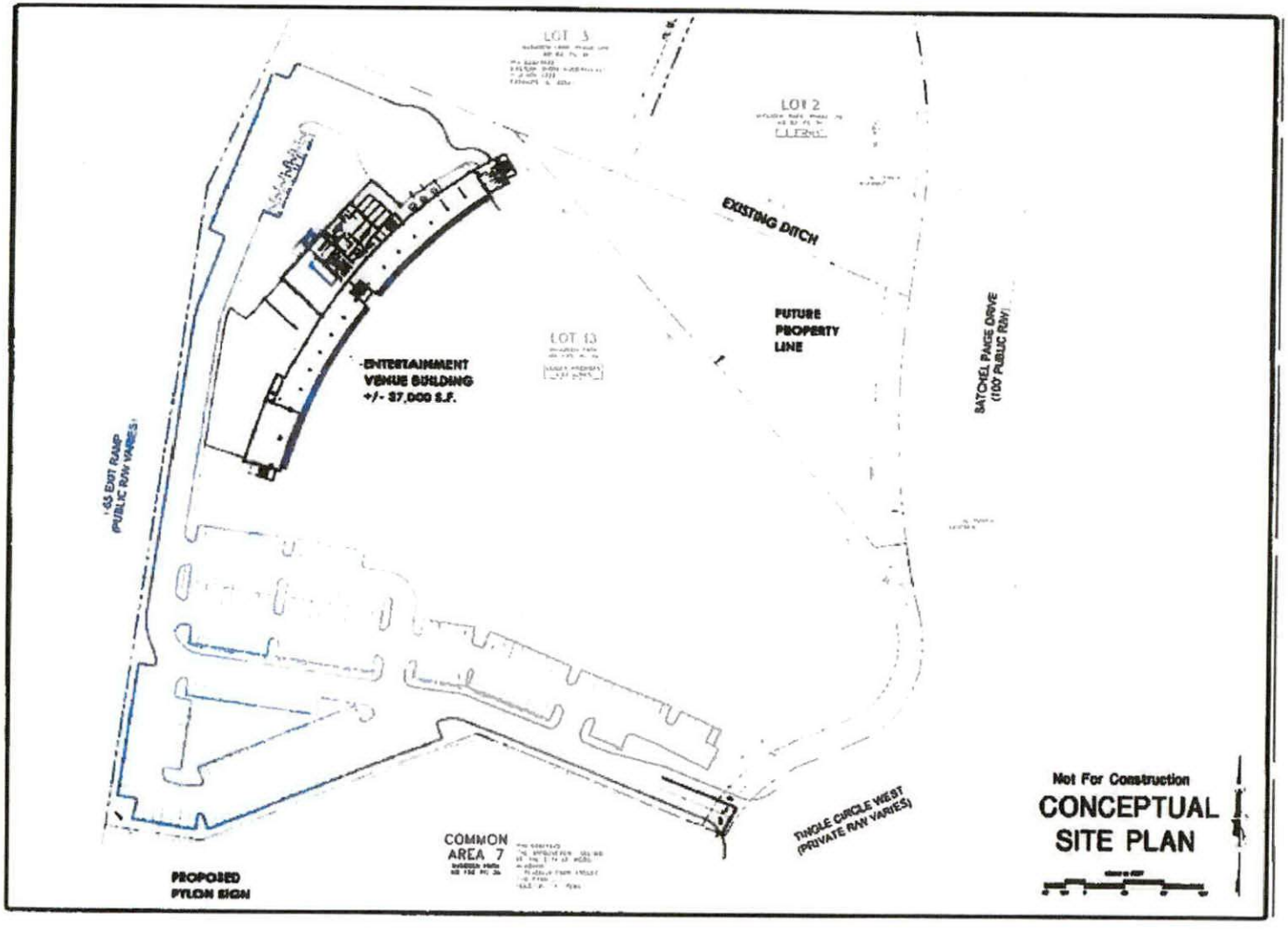
Name	Title	Phone	Email
Cheree Goodall	Licensing Manager	(214) 501-5052	Cheree.Goodall@topgolf.com

PLANNING & ZONING DEPARTMENT USE ONLY

Parking Provided	Parking Required	Compliance	Zoning	Approved
250 +	95	YES	B-3	YES

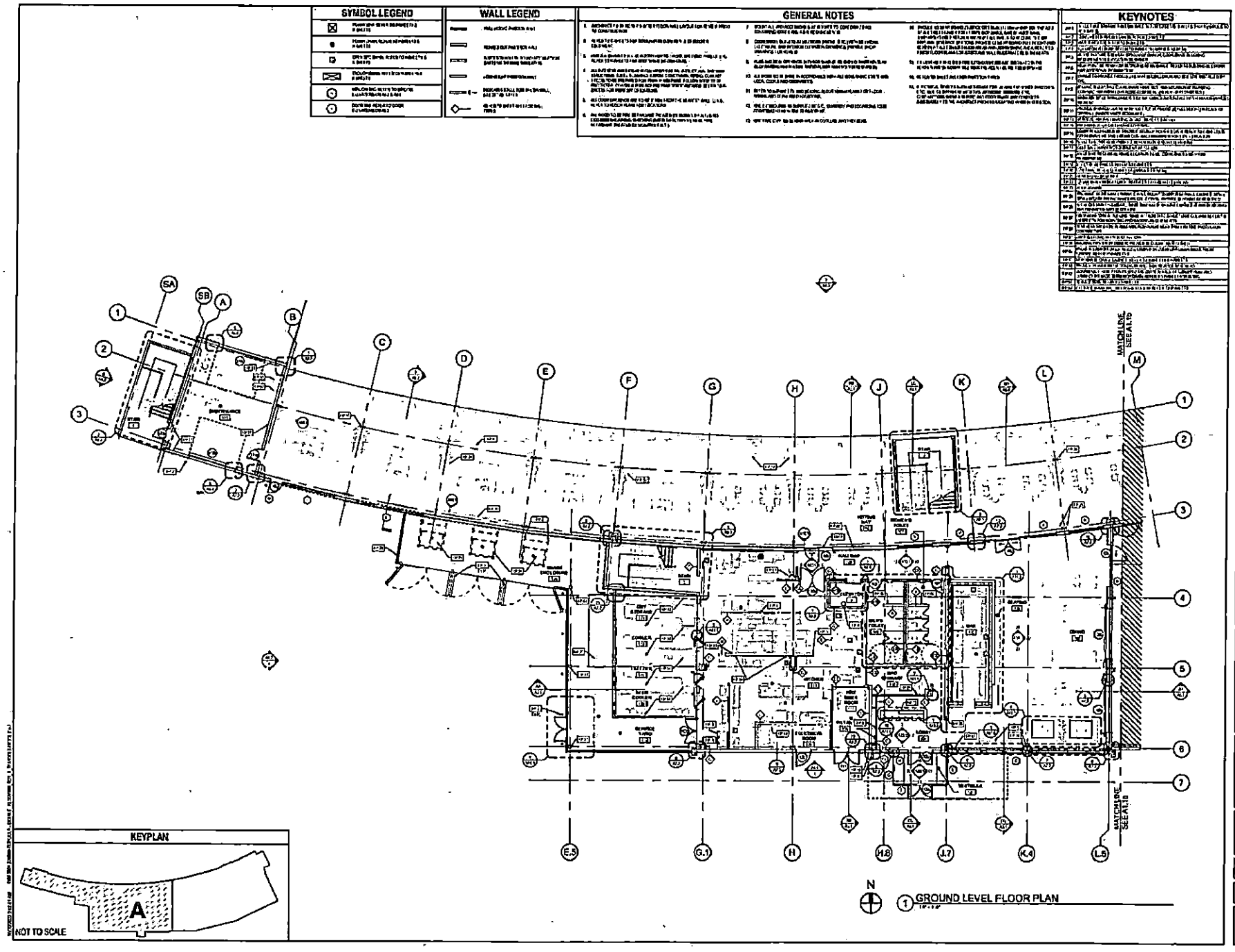
Comments

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	10-5-2023


LOT 3
LOT 2
EXISTING DITCH
FUTURE PROPERTY LINE
LOT 13
ENTERTAINMENT VENUE BUILDING +/- 37,000 S.F.
I-65 EXIT RAMP (PUBLIC R/W VARIES)
BATCHEL PAIGE DRIVE (100' PUBLIC R/W)
COMMON AREA 7
PROPOSED PYLON SIGN
TINGLE CIRCLE WEST (PRIVATE R/W VARIES)
Not For Construction
CONCEPTUAL SITE PLAN

B-1

PJW



aria GROUP

830 North Blvd.
Oak Park, Illinois
60301

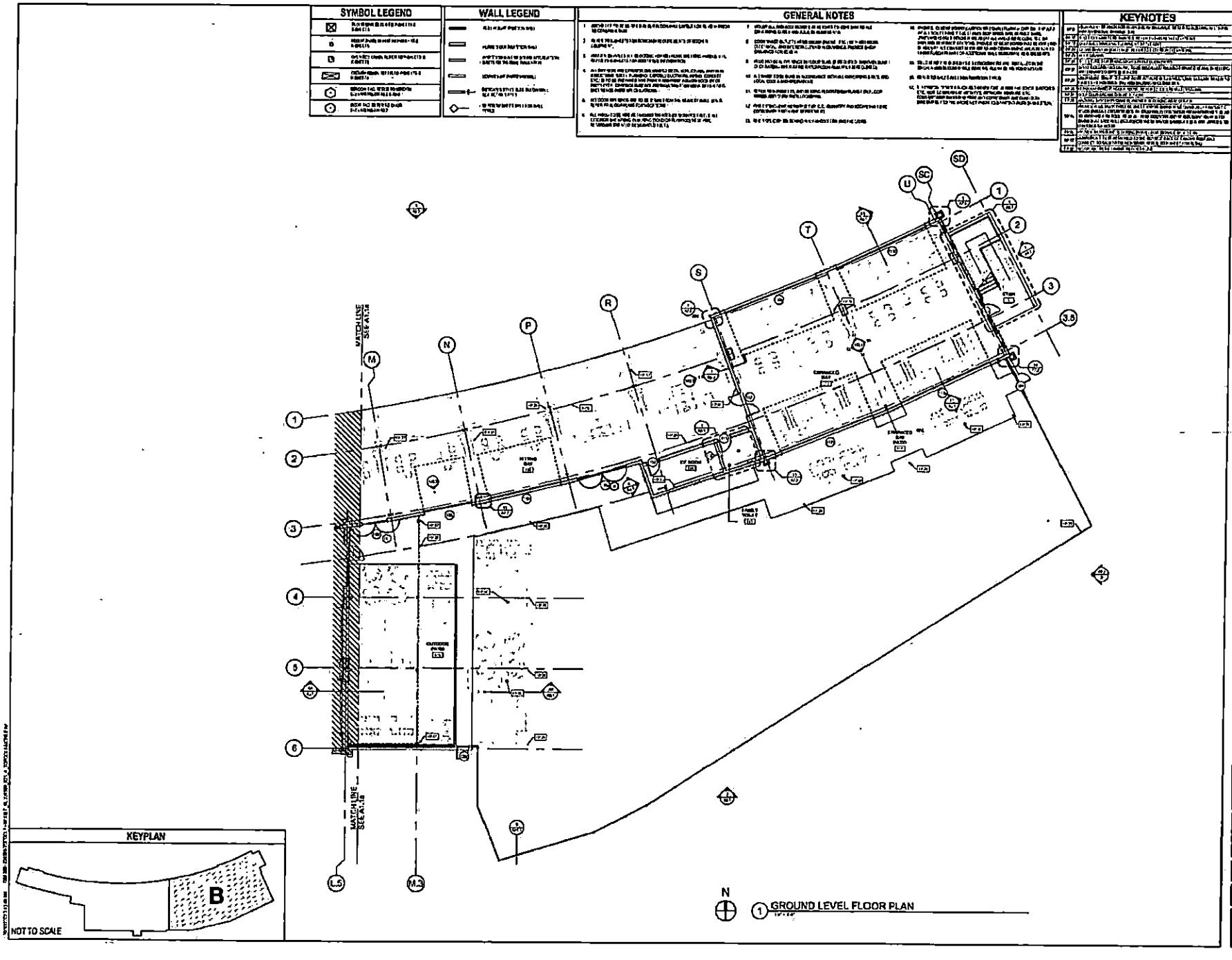
708-445-8400
ariainc.com

TOPGOLF

TOPGOLF MOBILE
1250 SATCHEL PAIGE DR.
MOBILE, AL36606

GROUND LEVEL FLOOR PLAN

A1.1a



aria GROUP

830 North Blvd.
Oak Park, Illinois
60301

708-445-8400
ariainc.com

TOPGOLF

TOPGOLF MOBILE
1250 SATCHEL PAIGE DR.
MOBILE, AL 36606

Drawing Title
GROUND LEVEL FLOOR PLAN

Sheet No.
A1.1b

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:
Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:
Council Member - Cory Penn - District 1

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

Amount of Contract:
N/A

Effective Date of Contract:
10/17/2023

Renewal Date of Contract:
10/17/2023

Funding Source

Project # 1021 Summerville Street - ME-112-21 **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 - 1021 Summerville Street	Cover Memo	10/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	10/11/2023 - 3:25 PM

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1021 Summerville Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1021 Summerville Street** described as:

LOT 4 JAYNE PLACE MBK 10 P 60 #SEC 44 T4S R1W #MP29 02 44 0 014

Parcel Number: 29 02 44 0 014 208

Last Assessed to: HEIR OF FLORASTINE T RABB

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/repaired*** 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 10, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 17, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1021 SUMMERVILLE STREET,** OWNED BY OR MAY HAVE AN INTEREST: **RABB FLORASTINE T** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 014 208

COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1021 Summerville Street

Property Details			
Parcel Key	671044	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	Y	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	08-08-21	Comments	

Property Score			
Score	52	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8/9/21

Voted 4-0, Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 08/23/2023

Property Address: 1021 Summerville Street **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [ ] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [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.
- [ ] 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. Secure all windows and doors on vacant house.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Kimberly Rabb Felton
237 Queens Gate
Maylene, Alabama 35114-5431

August 23, 2023

RE: **1021 Summerville Street**
Project Number: ME-112-21

Dear Kimberly Rabb Felton:

On August 18, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1021 Summerville Street.

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

LOT 4 JAYNE PLACE MBK 10 P 60 #SEC 44 T4S R1W #MP29 02 44 O 014

Parcel Number: 29 02 44 0 014 208

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **October 7, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 7, 2023,** provide the Code Official with a work plan to accomplish the repairs by **October 7, 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 **October 7, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on October 17, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1021 SUMMERVILLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1021 SUMMERVILLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1021 SUMMERVILLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1021 SUMMERVILLE STREET** **AGENDA PHOTOS / DW**

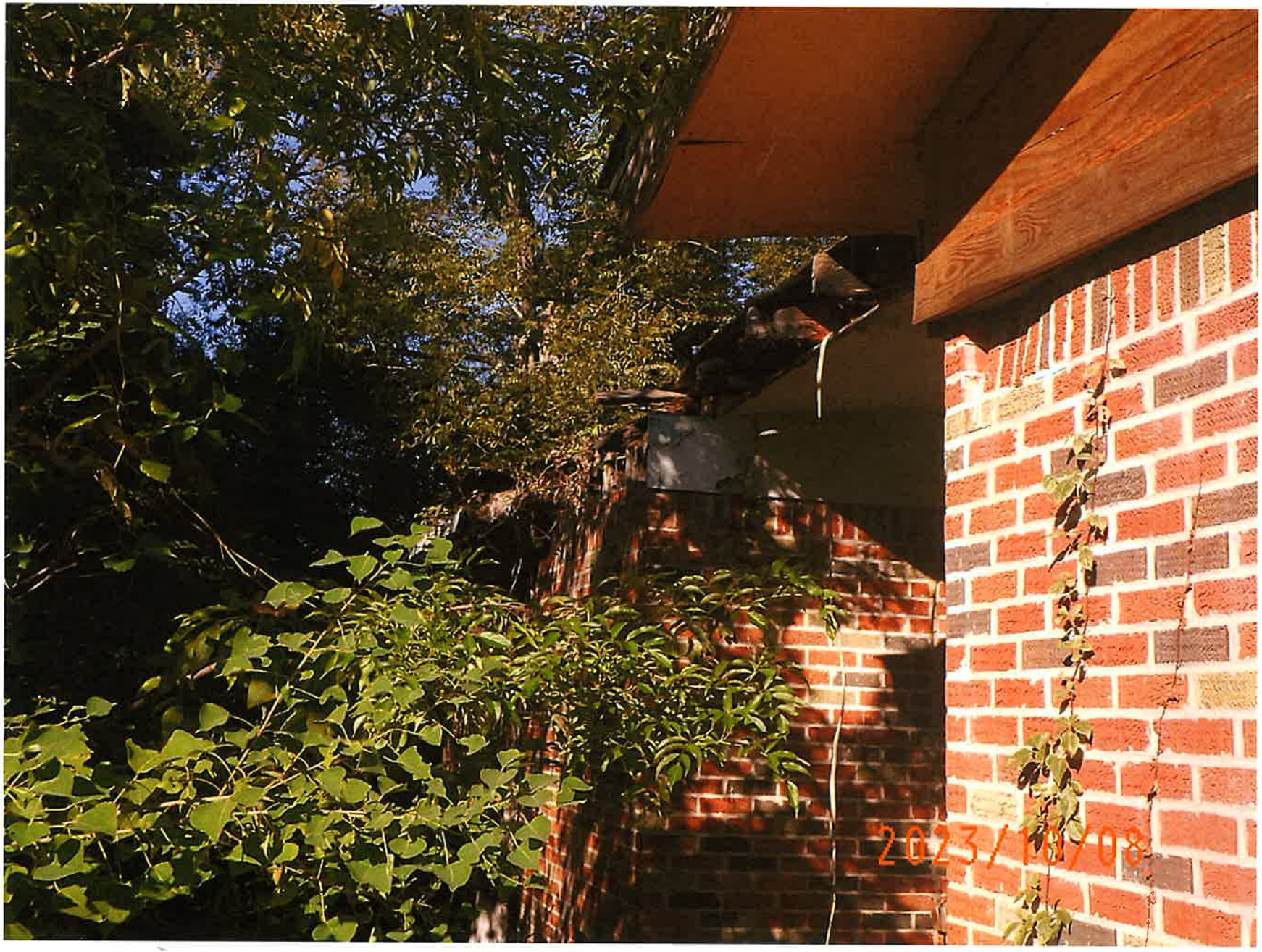


NUISANCE ABATEMENT **1021 SUMMERVILLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1021 SUMMERVILLE STREET** **AGENDA PHOTOS / DW**




2023/10/08

NUISANCE ABATEMENT **1021 SUMMERVILLE STREET** **AGENDA PHOTOS / DW**




2023/10/08


2023/10/08

NUISANCE ABATEMENT **1021 SUMMERVILLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1021 SUMMERVILLE STREET** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: October 17, 2023

State of Alabama
County of Mobile

Subject Property – 1021 Summerville Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **8 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1021 Summerville St Date: July 28, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 27, 2023

Per the Title Report, the owners are: Heirs-at-Law of Florastine T. Rabb AKA Florastine Pettway (DOD: 6/21/2006): Daughters - Kimberly Rabb Felton, Joli A. Dardon, and son Eric T. Rabb; and Heirs-at-Law of daughters Cassaundra D. Rabb (DOD: 7/2/1988) – Heirs are siblings above and Angela M. Rabb Miles (DOD: 6/18/1996) – one son: Malcolm V. Miles

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Kimberly Rabb Felton 237 Queens Gate Maylene, AL 35114-5431	Daughter of Owner – Pays property taxes every year Phone number 205-621-6158
2	Joli A. Dardon 2600 Vaughn Lakes Blvd Montgomery, AL 36117-4695	Daughter of Owner
3	Joli A. Dardon 945 Schillinger Rd S Apt 202 Mobile, AL 36695-9804	Daughter of Owner / Alternate Address
4	Joli A. Dardon 1317 Edgewater Dr Orlando FL 32804-6350	Daughter of Owner / Alternate Address Phone number 813-922-0864 Phone number 228-900-2626
5	Eric T. Rabb 754 Pinemont Dr Mobile, AL 36609-3032	Son of Owner Phone number 251-490-0102 Phone number 251-525-5995

6	Malcolm Vanderhost Miles 2185 Fairfax Dr Clarksville, TN 37043-1941	Grandson of Owner Phone number 931-436-4444

TAX STATUS: 2022 TAXES PAID BY KIMBERLY FELTON

Parties with recorded liens per Title Report:

7	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	**Ref. on letter**: Acct # IIT-R002058967, Lien # 333699584 LIEN: St. of AL vs. Eric T. Rabb, recorded 4/25/13, inst. # 2013024432
8	Royal Furniture Co. C/O John R. Frawley, Jr., Esq. P.O. Box 101493 Irondale, AL 35210	JGMT: Royal Furniture Co., Inc. vs. Joli Adonica Dardon, recorded 2/21/20, inst. # 2020010905

Open Mortgages: None

Lis Pendens:

Lis Pendens: City of Mobile vs Florastine T Rabb, instrument number 2021061877, recorded 9/21/2021

Lis Pendens: City of Mobile vs Florastine T Rabb, instrument number 2021075538, recorded 11/16/2021

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

The Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

10/17/2023

Renewal Date of Contract:

10/17/2023

Funding Source

Project # 508 Maple Street - ME-065-23 **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 - 508 Maple Street	Cover Memo	10/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	10/11/2023 - 3:18 PM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **508 Maple Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **508 Maple Street** described as:

LOT 4 BLK 2 STRAUSS BROS 1ST ADD TO PLATEAU MBK 2 PG 20 #SEC 44 T3S R1W #MP22 08 44 0 019

Parcel Number: 29 06 13 0 002 328

Last Assessed to: WILLIE MANUEL, III

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 10, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 17, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **508 MAPLE STREET,** OWNED BY OR MAY HAVE AN INTEREST: **WILLIE MANUAL, III** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 06 13 0 002 328
COUNCIL DISTRICT 2 – William Carroll
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

508 MAPLE STREET

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

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	N
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	07/12/2023	Comments	

Property Score			
Score	51	Score Description	

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7/24/23

Voted 5 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 08/23/2023

Property Address: 508 Maple Street **District No:** 2

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [ ] 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.
- [ ] 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. Secure all windows and doors on vacant house.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Willie Manuel, III
623 English Street
Mobile, Alabama 36603-5329

August 23, 2023

RE: **508 Maple Street**
Project Number: ME-065-23

Dear Willie Manuel, III:

On August 18, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 508 Maple Street.

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

BEG AT NW COR LOT 17 SD PT BEING INT OF S RWL ST MEDAR ST & E RWL MAPLE ST TH SELY & ALG NLY/L LOTS 16 & 17 ALSO BEING ALG S RWL OF ST MEDAR ST 67 FT TH ON DEFL ANG OF 88 DEG 58 MIN RUN W SLY 68 FT TH ON DEFL ANG OF 90 DEG 40 MIN RUN 67.50 FT TO PT ON E RWL OF MAPLE ST ST TH RUN NE & ALG E RWL OF MAPLE ST 70 FT TO POB BEING PT OF LOTS 16 & 17 BLK 12 FISHER TRT DBK 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel Number: 29 06 13 0 002 328

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure,

party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **October 7, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 7, 2023,** provide the Code Official with a work plan to accomplish the repairs by **October 7, 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 **October 7, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on October 17, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT **508 MAPLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **508 MAPLE STREET** **AGENDA PHOTOS / DW**



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NUISANCE ABATEMENT **508 MAPLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **508 MAPLE STREET** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: October 17, 2023

State of Alabama
County of Mobile

Subject Property – 508 Maple Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 508 Maple Street 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 owner is: Willie Manuel, III

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Willie Manuel, III 623 English ST Mobile AL 36603-5329	Owner Phone number 251-234-1719 Phone number 334-476-3122 Phone number 251-391-6772 Phone number 251-930-3570
2	Willie Manuel, III 1004 Alba ST Mobile AL 36605-1502	Secondary Address
3	Willie Manuel, III 508 Maple ST Mobile AL 36603-5721	Subject Address

TAX STATUS: 2022 PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:
Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:
Council Member - William Carroll - District 2

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

Amount of Contract:
N/A

Effective Date of Contract:
10/17/2023

Renewal Date of Contract:
10/17/2023

Funding Source

Project # 2459 Richardson Street - ME-150-20 **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 - 2459 Richardson Street	Cover Memo	10/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	10/11/2023 - 3:21 PM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2459 Richardson Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2459 Richardson Street** described as:

LOT 4 BLK 2 STRAUSS BROS 1ST ADD TO PLATEAU MBK 2 PG 20 #SEC 44 T3S R1W #MP22 08 44 0 019

Parcel Number: 22 08 44 0 019 142

Last Assessed to: HEIR OF JAMES PENN, SR, C/O FRANCES PENN GREY

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 10, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 17, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2459 RICHARDSON STREET,** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF JAMES PENN, SR, C/O FRANCES PENN GREY** 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: 22 08 44 0 019 142

COUNCIL DISTRICT 2 – William Carroll
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2020

Report Date: Wednesday, June 3, 2020

Property Address

2459 RICHARDSON ST

Property Details

PARCEL KEYX	00233214	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	Africatown
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	Y
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2020-02-13	COMMENTS	

Property Score

SCORE	66	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 10/19/2020

Voted 5-0 Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 08/23/2023

Property Address: 2459 Richardson Street **District No:** 2

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [ ] 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.
- [ ] 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. Secure all windows and doors on vacant house.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Frances Penn Grey
2472 Pinetree Drive
Mobile, Alabama 36617-2126

August 23, 2023

RE: **2459 Richardson Street**
Project Number: ME-150-20

Dear Frances Penn Grey:

On August 18, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2459 Richardson Street.

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

LOT 4 BLK 2 STRAUSS BROS 1ST ADD TO PLATEAU MBK 2 PG 20
#SEC 44 T3S R1W #MP22 08 44 0 019

Parcel Number: 22 08 44 0 019 142

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **October 7, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 7, 2023,** provide the Code Official with a work plan to accomplish the repairs by **October 7, 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 **October 7, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on October 17, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **2459 RICHARDSON STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2459 RICHARDSON STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2459 RICHARDSON STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2459 RICHARDSON STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2459 RICHARDSON STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2459 RICHARDSON STREET** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: October 17, 2023

State of Alabama
County of Mobile

Subject Property – 2459 Richardson Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **29 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: 2459 Richardson Street Date: August 7, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 31, 2023

Per the Title Report, the owners are: Heirs-at-Law of James Penn, Sr. DOD (8/25/1972)

Notes: Donald Lyman Grandson of Mr. Penn, Sr DOD 1/23/2023

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Frances Penn Grey 2472 Pinetree Dr Mobile, AL 36617-2126	Daughter of Mr. Penn, Sr. Phone number 251-457-7429
2	Lamar Jerald Penn 2459 Richardson St Mobile, AL 36610-3329	Son of Mr. Penn, Sr. and paid taxes in the past Phone number 251-456-8873
~~3~~	Lamar Jerald Penn 2459 Richardson St Mobile, AL 36610-3314	Son of Mr. Penn, Sr. and paid taxes in the past / alternate address
3 ~~4~~	Sheila Wilson 9 Meadowpark Ave W Apt 5E Stamford, CT 06905-2225	Granddaughter of Mr. Penn, Sr. Phone number 203-329-8533 Phone number 203-329-8532
4 ~~5~~	Lisa Hudson 5553 Reynard TRL Lithonia, GA 30038-1620	Granddaughter of Mr. Penn, Sr. Phone number 404-226-5127 Phone number 404-927-0312 Phone number 585-770-7380
5 ~~6~~	Wayne Penn 983 N Broadway Apt 8 White Plains NY 10603-1710	Grandson of Mr. Penn, Sr. Phone number 914-328-0109 Phone number 914-729-4468 Phone number 646-240-3778

6 ~~7~~

Karen West
c/o Arneda Thomas Penn
5553 Reynard TRL
Lithonia, GA 30038-1620

Granddaughter of Mr. Penn, Sr.
Phone number 770-987-4621
Phone number 404-502-5984
Phone number 770-377-9712

7 ~~8~~

Jamie Dickinson
550 Rosemont Dr.
Saraland, AL 36571-9401

Granddaughter of Mr. Penn, Sr.
Phone number 251-408-1556

8 ~~9~~

Jamie Dickinson
2462 Richardson St
Mobile AL 36610-3314

Secondary address

9 ~~10~~

James C. Penn
2462 Richardson St.
Mobile, AL 36610-3314

Grandson of Mr. Penn, Sr.
Phone number 251-513-8841

10 ~~11~~

Melissa Yvette Lymon
3353 Lowell Rd
Bethlehem GA 30620-3346

Granddaughter of Mr. Penn, Sr.
Phone number 251-586-5006
Phone number 251-545-2751

11 ~~12~~

Daryl Lynn Lymon
3650 Whispering Pines Rd. 52D
Mobile, AL 36608-1151

Grandson of Mr. Penn, Sr.
Phone number 251-345-4319
Phone number 251-288-0732

12 ~~13~~

Aaron Lee Lymon
1106 Heustis St.
Mobile, AL 36605-1532

Grandson of Mr. Penn, Sr.
Phone number 251-586-5006
Phone number 251-234-1599

13 ~~14~~

Gwendolyn Cherry
3298 Fort Lincoln Dr NE Apt 418
Washington DC 20018-4314

Granddaughter of Mr. Penn, Sr.
Phone number 256-322-0620

14 ~~15~~

Pamela Younger
4 Concord St. Apt. A2
West Hartford, CT 06119-1376

Granddaughter of Mr. Penn, Sr.
Phone number 860-906-4065
Phone number 860-798-8324
Phone number 860-416-6451

15 ~~16~~

Donna Brown
10912 N 28th St.
Tampa, FL 33612-4726

Granddaughter of Mr. Penn, Sr.
Phone number 813-363-2336
Phone number 813-971-2927

16 17 Roosevelt Penn Ransom
30 Woodland St Apt 8p
Hartford, CT 06105-2

Grandson of Mr. Penn, Sr.
Phone number 860-995-9775
Phone number 404-637-3315
Phone number 860-798-7674

17 ~~18~~ Roosevelt Penn Ransom
227 Twin Lakes Dr
New Market AL 35761-7647

Secondary Address

18 ~~19~~ Larry Ransom
3604 McVay St SW Apt 4
Huntsville AL 35805-4822

Grandson of Mr. Penn, Sr.
Phone number 256-457-9932
Phone number 256-323-3744
Phone number 256-585-3445

19 ~~20~~ Mary L. Sawyer
2600 Mountain Park Cir NW 10
Huntsville, AL 35810-3728

Granddaughter of Mr. Penn, Sr.

20 ~~21~~ Leon Ransom
2600 Mountain Park Cir NW 10
Huntsville, AL 35810-3728

Grandson of Mr. Penn, Sr.
Phone number 256-683-9242
Phone number 256-859-2183

21 ~~22~~ Linda Casey
581 Tallwood Dr.
Stone Mountain, GA 30083-4429

Granddaughter of Mr. Penn, Sr.
Phone number 404-316-4311
Phone number 404-508-9459

22 ~~23~~ Bruce Younger
2116 14th St. SE
Washington, DC 20020-4802

Grandson of Mr. Penn, Sr.
Phone number 202-309-5059
Phone number 202-610-3747

TAX STATUS

23 ~~24~~ Kelvin D. Holloway
1327 Roberts Dr. Se Apt. B
Atlanta, GA 30315-3097

Tax Certificate 2012

24 ~~25~~ Kelvin D. Holloway
2459 Richardson St.
Mobile, AL 36610-3329

Tax Certificate 2012 / Subject Address

26 Mo. Co. Revenue Commission
ATTN: Land Redemption
25 3925 Michael Blvd., Ste. G
Mobile, AL 36609

Please ref. on letter: Key No. 233214

Parties with recorded liens per Title Report:

24 27 Kings Branch Estates Prop. Owners Assoc.
3444 Kings Gate Dr. W.
Mobile, AL 36618

Please ref. on letter: Lien - Meka & Daryl Lymon, 3340 Kings Gate Dr. W, Mobile, AL 36618

27 28 State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132

Please ref. on letter: Jamie P Dickson, Acct # IIT-R0004568285, Lien # 694291968

28 29 Midland Funding, LLC
c/o Ben Louis Zarzaur
P.O. Box 11366
Birmingham, AL 35202

JGMTS: Midland Funding, LLC vs. Donald Lymon, recorded 2/25/19, 9/17/19, & 12/18/19, inst. #s 2019009661, s019054976, & 2019073275 respectively

Weed Lien - Resolution assessing the cost of removal of noxious or danger weeds filed by the City of Mobile against James Penn, recorded June 26, 2020, in Instrument Number 2020037846.

Open Mortgages: None.

Lis Pendens:

Lis Pendens: City of Mobile vs James Penn recorded instrument number 2020077492 on 12/22/2020.

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:
Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:
Council member - Joel Daves - District 5

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

Amount of Contract:
N/A

Effective Date of Contract:
10/17/2023

Renewal Date of Contract:
10/17/2023

Funding Source

Project # 617 Euclid Avenue - ME-084-22 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 617 Euclid Avenue	Cover Memo	10/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	10/11/2023 - 3:14 PM

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 **617 Euclid Avenue** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **617 Euclid Avenue** described as:

LOTS 9, 10, & 11 BLK 15 BON AIR ESTS DBK 156/374 #SEC 29 T4S R1W #MP29 09 29 4 001

Parcel Number: 29 09 29 4 001 043

Last Assessed to: KEVIN B BROOKS

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/repaired*** 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 10, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 17, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **617 EUCLID AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **KEVIN B BROOKS,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 09 29 4 001 043
COUNCIL DISTRICT 5 – JOEL DAVES
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

617 EUCLID AVE

Property Details

PARCEL KEYX	**00873978**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**Active**	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	5
STRUCTURE TYPE	**Residential**	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	**N**	TAX DELINQUENT	**N**
DANGER TO PUBLIC ROW	**N**	CODE VIOLATIONS	~~Y~~
DANGER TO HUMAN/LIFE/HEALTH	**N**	UTILITIES DISCONNECTED	**N**
HISTORIC CONTRIBUTING STRUCTURE	**N**	WATER PENETRATING STRUCTURE	**N**
VACANT	**Y**	FIRE DAMAGE	**N**
OPEN BUILDING PERMITS	**N**	ROOF DAMAGE	**Y**
BUILDING OPEN TO THE PUBLIC	**Y**	WALL COMPROMISED	**Y**
PROXIMITY TO BLIGHT	**Y**	FOUNDATION COMRROMISED	**N**
SURVEY DATE	**2022-04-14**	COMMENTS	

Property Score

SCORE ~~48~~ 51

SCORE DISCRIPTION **Review Committee**

Notes

JC

ASSESSORS DILY

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7/25/22

Garages & Buildings Voted 5-0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 08/23/2023

Property Address: 617 Euclid Avenue **District No:** 5

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Kevin B Brooks
4135 Canal Drive
Mobile, Alabama 36619-9703

September 23, 2023

RE: **617 Euclid Avenue**
Project Number: ME-084-22

Dear Kevin B Brooks:

On August 18, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 617 Euclid Avenue.

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

LOTS 9, 10, & 11 BLK 15 BON AIR ESTS DBK 156/374 #SEC 29 T4S R1W #MP29 09 29 4 001

Parcel Number: 29 09 29 4 001 043

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **October 7, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 7, 2023,** provide the Code Official with a work plan to accomplish the repairs by **October 7, 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 **October 7, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on October 17, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT **617 EUCLID AVENUE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **617 EUCLID AVENUE** **AGENDA PHOTOS / DW**




2023/10/09

NUISANCE ABATEMENT **617 EUCLID AVENUE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **617 EUCLID AVENUE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **617 EUCLID AVENUE** **AGENDA PHOTOS / DW**




2023/10/09

NUISANCE ABATEMENT **617 EUCLID AVENUE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **617 EUCLID AVENUE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **617 EUCLID AVENUE** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: October 17, 2023

State of Alabama
County of Mobile

Subject Property – 617 Euclid Avenue

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 617 Euclid Avenue Date: July 28, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 25, 2023

Per the Title Report, the owner is: Kevin B Brooks

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Kevin B Brooks 4135 Canal Dr Mobile AL 36619-9703	Owner Phone number 251-661-1176 Phone number 251-605-1948
2	Kevin B Brooks 565 Williams St Mobile AL 36606-1536	Secondary Address
3	Kevin B Brooks 565 Seminole St Mobile AL 36606-1868	Third Address
4	Kevin B Brooks 617 Euclid Ave Mobile AL 36606-4264	Subject Address

TAX STATUS: 2022 PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Kevin Brooks recorded 8/11/2022 instrument number 2022052948

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/11/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/11/2023 - 2:37 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **356 BURTON AVENUE**

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **356 Burton Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **356 Burton Avenue** to be **$1,950.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$1,950.00** shall constitute a special assessment against the property at structure **356 Burton Avenue** and being that property more particularly described as follows:

BEG AT A PT 39 FT S OF NW COR OF LOT 6 BLK F OF NEESE ADDN TO CRICHTON MBK 4 NS PG 168 TH CONT ALG W/L OF LOT 6 & E/S OF BURTON AVE 56 FT M/L TO S/L OF LOT 6 & N BDRY OF THE DRAIN CANAL TH NELY ALG SD DRAIN CANAL 139.7 FT M/L TO E/L OF SD LOT 6 TH NLY ALG E/L OF LOT 6 35 FT TH SWLY 142 FT M/L TO THE W/ROW OF BURTON AVE AND THE POB #SEC 18 T4S R1W #MP29 08 18 1 001

Parcel No.: **29 08 18 1 001 068.003**

Owner: **CHAPMAN MICHELLE S**
2607 WEALTHY ST
MOBILE AL 36607-1930

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 17, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **356 Burton Avenue**, for the proposed amount of **$1,950.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

356 BURTON AVENUE

Legal Description: BEG AT A PT 39 FT S OF NW COR OF LOT 6 BLK F OF NEESE ADDN TO CRICHTON MBK 4 NS PG 168 TH CONT ALG W/L OF LOT 6 & E/S OF BURTON AVE 56 FT M/L TO S/L OF LOT 6 & N BDRY OF THE DRAIN CANAL TH NELY ALG SD DRAIN CANAL 139.7 FT M/L TO E/L OF SD LOT 6 TH NLY ALG E/L OF LOT 6 35 FT TH SWLY 142 FT M/L TO THE W/ROW OF BURTON AVE AND THE POB #SEC 18 T4S R1W #MP29 08 18 1 001

Parcel number: 29 08 18 1 001 068.003

Owner: CHAPMAN MICHELLE S
2607 WEALTHY ST
MOBILE AL 36607-1930

1704 GRIFFIN STREET

Legal description: LOT 24 BLK 1 LINCOLN PARK SUBDIVISION, BEING RESUBDIVISION OF LOTS 5 AND 6, RANGE 4, WEST, OF THE OWENS DIVISION OF THE ST. LOUIS TRACT. MBK 4/260 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel number: 29 02 44 0 009 480.XXX

Owner: GREEN CHARLIE GLEN & SHAMIKA MICHELLE
1207 OAKLANE DR
MOBILE AL 36618

607 PETIT AVENUE

Legal description: LOT 24 BLK 3 RESUB FIRST UNIT OF GULF HGTS SUBDIV MBK 5 P 633 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel number: 29 02 44 0 027 103.XXX

Owner: TERRY LULA GAMBLE, JOHNNY GAMBLE, ELL
2502 PHIILPOT AVEE
SELMA AL 36703-1939

1570 ORANGE STREET

Legal description: LOT 11 BLK 5 TROPICAL PL DB K 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 004

Parcel number: 29 10 28 4 004 117.XXX

Owner: BUSBY AMANDA
1571 LEMON ST
MOBILE AL 36605

1260 PECAN STREET

Legal description: FR NE COR OF PECAN ST & LIVE OAK ST RUN ELY ALG N/L OF PECAN ST 177.5 FT TO POB OF PAR HEREIN DESC TH CONT TO RUN ELY ALG N/L OF PECAN ST 22.5 FT TO PT TH RUN NLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PT TH WLY & PAR WITH N/L OF PECAN ST 22.5 FT TO PT TH RUN SLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PECAN ST & POB #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel number: 29 06 13 0 002 163.XXX

Owner: YOUNG JEROME
PO BOX 50422
MOBILE AL 36604-0422

218 RYLANDS STREET

Legal description: COM AT PT ON E/S OF RYLAND LN 105 FT N OF RYALND LN & LOLA ST TH RUN NLY OR NRLY SO ALG E/L OF RYLAND LN 50 FT 6 IN TO PT TH ELY OR NRLY SO PARA W/CONGRESS ST 162 FT TO PT TH SLY OR NRLY SO 47 FT 4 IN TH RUN WLY OR NRLY SO & PAR W/CONGRESS ST 159 FT TO PT ON W/L OF RYLAND LN & POB PER SURVEY DTD 11/16/22 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel number: 29 06 40 0 007 157.XXX

Owner: BOGGAN SAMUEL JR
6652 KINGS BRANCH DRIVE N
MOBILE AL 36618-4693

357 RYLANDS STREET

Legal description: LOT 14 THOMAS MOODY ESTATES AS REC IN DBK 70/169 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel number: 29 07 25 0 002 232.XXX

Owner: DAVIS MELISSA
357 RAPIER AVE
MOBILE AL 36604-2941

1707 MARENGO DRIVE

Legal description: LOT 142 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 004

Parcel number: 32 03 36 0 004 025.XXX

Owner: JOHNSON KAREN B & JOHNNIE B C/O MELVI
6855 GREENWAY DR S
MOBILE AL 36608

September 5, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-005-23	**356 Burton Avenue**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: BEG AT A PT 39 FT S OF NW COR OF LOT 6 BLK F OF NEESE ADDN TO CRICHTON MBK 4 NS PG 168 TH CONT ALG W/L OF LOT 6 & E/S OF BURTON AVE 56 FT M/L TO S/L OF LOT 6 & N BDRY OF THE DRAIN CANAL TH NELY ALG SD DRAIN CANAL 139.7 FT M/L TO E/L OF SD LOT 6 TH NLY ALG E/L OF LOT 6 35 FT TH SWLY 142 FT M/L TO THE W/ROW OF BURTON AVE AND THE POB #SEC 18 T4S R1W #MP29 08 18 1 001

Parcel Number: **29 08 18 1 001 068.003**
Amount: ~~**$ 1,750.00**~~ $1,950.00
Assessed: CHAPMAN MICHELLE S
2607 WEALTHY ST
MOBILE AL 36607-1930

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilmember Cory Penn, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Sponsored by:

Councilmember Penn

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/11/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/11/2023 - 2:39 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1704 GRIFFIN STREET**

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1704 Griffin Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1704 Griffin Street** to be **$2,600.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$2,600.00** shall constitute a special assessment against the property at structure **1704 Griffin Street** and being that property more particularly described as follows:

LOT 24 BLK 1 LINCOLN PARK SUBDIVISION, BEING RESUBDIVISION OF LOTS 5 AND 6, RANGE 4, WEST, OF THE OWENS DIVISION OF THE ST. LOUIS TRACT. MBK 4/260 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel No.: **29 02 44 0 009 480.xxx**

Owner: **GREEN CHARLIE GLEN & SHAMIKA MICHELLE**
1207 OAKLANE DR
MOBILE AL 36618

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 17, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1704 Griffin Street**, for the proposed amount of **$$2,600.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

356 BURTON AVENUE

Legal Description: BEG AT A PT 39 FT S OF NW COR OF LOT 6 BLK F OF NEESE ADDN TO CRICHTON MBK 4 NS PG 168 TH CONT ALG W/L OF LOT 6 & E/S OF BURTON AVE 56 FT M/L TO S/L OF LOT 6 & N BDRY OF THE DRAIN CANAL TH NELY ALG SD DRAIN CANAL 139.7 FT M/L TO E/L OF SD LOT 6 TH NLY ALG E/L OF LOT 6 35 FT TH SWLY 142 FT M/L TO THE W/ROW OF BURTON AVE AND THE POB #SEC 18 T4S R1W #MP29 08 18 1 001

Parcel number: 29 08 18 1 001 068.003

Owner: CHAPMAN MICHELLE S
2607 WEALTHY ST
MOBILE AL 36607-1930

1704 GRIFFIN STREET

Legal description: LOT 24 BLK 1 LINCOLN PARK SUBDIVISION, BEING RESUBDIVISION OF LOTS 5 AND 6, RANGE 4, WEST, OF THE OWENS DIVISION OF THE ST. LOUIS TRACT. MBK 4/260 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel number: 29 02 44 0 009 480.XXX

Owner: GREEN CHARLIE GLEN & SHAMIKA MICHELLE
1207 OAKLANE DR
MOBILE AL 36618

607 PETIT AVENUE

Legal description: LOT 24 BLK 3 RESUB FIRST UNIT OF GULF HGTS SUBDIV MBK 5 P 633 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel number: 29 02 44 0 027 103.XXX

Owner: TERRY LULA GAMBLE, JOHNNY GAMBLE, ELL
2502 PHIILPOT AVEE
SELMA AL 36703-1939

1570 ORANGE STREET

Legal description: LOT 11 BLK 5 TROPICAL PL DB K 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 004

Parcel number: 29 10 28 4 004 117.XXX

Owner: BUSBY AMANDA
1571 LEMON ST
MOBILE AL 36605

1260 PECAN STREET

Legal description: FR NE COR OF PECAN ST & LIVE OAK ST RUN ELY ALG N/L OF PECAN ST 177.5 FT TO POB OF PAR HEREIN DESC TH CONT TO RUN ELY ALG N/L OF PECAN ST 22.5 FT TO PT TH RUN NLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PT TH WLY & PAR WITH N/L OF PECAN ST 22.5 FT TO PT TH RUN SLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PECAN ST & POB #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel number: 29 06 13 0 002 163.XXX

Owner: YOUNG JEROME
PO BOX 50422
MOBILE AL 36604-0422

218 RYLANDS STREET

Legal description: COM AT PT ON E/S OF RYLAND LN 105 FT N OF RYALND LN & LOLA ST TH RUN NLY OR NRLY SO ALG E/L OF RYLAND LN 50 FT 6 IN TO PT TH ELY OR NRLY SO PARA W/CONGRESS ST 162 FT TO PT TH SLY OR NRLY SO 47 FT 4 IN TH RUN WLY OR NRLY SO & PAR W/CONGRESS ST 159 FT TO PT ON W/L OF RYLAND LN & POB PER SURVEY DTD 11/16/22 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel number: 29 06 40 0 007.157.XXX

Owner: BOGGAN SAMUEL JR
6652 KINGS BRANCH DRIVE N
MOBILE AL 36618-4693

357 RYLANDS STREET

Legal description: LOT 14 THOMAS MOODY ESTATES AS REC IN DBK 70/169 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel number: 29 07 25 0 002 232.XXX

Owner: DAVIS MELISSA
357 RAPIER AVE
MOBILE AL 36604-2941

1707 MARENGO DRIVE

Legal description: LOT 142 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 004

Parcel number: 32 03 36 0 004 025.XXX

Owner: JOHNSON KAREN B & JOHNNIE B C/O MELVI
6855 GREENWAY DR S
MOBILE AL 36608

September 11, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-138-22	**1704 Griffin Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 24 BLK 1 LINCOLN PARK SUBDIVISION, BEING RESUBDIVISION OF LOTS 5 AND 6, RANGE 4, WEST, OF THE OWENS DIVISION OF THE ST. LOUIS TRACT. MBK 4/260 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel Number: **29 02 44 0 009 480.XXX**
Amount: ~~**$2,400.00**~~ $2,600.00
Assessed: GREEN CHARLIE GLEN & SHAMIKA MICHELLE..
1207 OAKLANE DR
MOBILE AL 36618

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, Cory Penn, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/11/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/11/2023 - 2:41 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **607 PETIT AVENUE**

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **607 Petit Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **607 Petit Avenue** to be **$5,000.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$5,000.00** shall constitute a special assessment against the property at structure **607 Petit Avenue** and being that property more particularly described as follows:

LOT 24 BLK 3 RESUB FIRST UNIT OF GULF HGTS SUBDIV MBK 5 P 633 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel No.: **29 02 44 0 027 103.xxx**

Owner: **TERRY LULA GAMBLE, JOHNNY GAMBLE, ELL**
2502 PHILLPOT AVE
SELMA AL 36703-1939

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 17, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **607 Petit Avenue**, for the proposed amount of **$5,000.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

356 BURTON AVENUE

Legal Description: BEG AT A PT 39 FT S OF NW COR OF LOT 6 BLK F OF NEESE ADDN TO CRICHTON MBK 4 NS PG 168 TH CONT ALG W/L OF LOT 6 & E/S OF BURTON AVE 56 FT M/L TO S/L OF LOT 6 & N BDRY OF THE DRAIN CANAL TH NELY ALG SD DRAIN CANAL 139.7 FT M/L TO E/L OF SD LOT 6 TH NLY ALG E/L OF LOT 6 35 FT TH SWLY 142 FT M/L TO THE W/ROW OF BURTON AVE AND THE POB #SEC 18 T4S R1W #MP29 08 18 1 001

Parcel number: 29 08 18 1 001 068.003

Owner: CHAPMAN MICHELLE S
2607 WEALTHY ST
MOBILE AL 36607-1930

1704 GRIFFIN STREET

Legal description: LOT 24 BLK 1 LINCOLN PARK SUBDIVISION, BEING RESUBDIVISION OF LOTS 5 AND 6, RANGE 4, WEST, OF THE OWENS DIVISION OF THE ST. LOUIS TRACT. MBK 4/260 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel number: 29 02 44 0 009 480.XXX

Owner: GREEN CHARLIE GLEN & SHAMIKA MICHELLE
1207 OAKLANE DR
MOBILE AL 36618

607 PETIT AVENUE

Legal description: LOT 24 BLK 3 RESUB FIRST UNIT OF GULF HGTS SUBDIV MBK 5 P 633 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel number: 29 02 44 0 027 103.XXX

Owner: TERRY LULA GAMBLE, JOHNNY GAMBLE, ELL
2502 PHIILPOT AVEE
SELMA AL 36703-1939

1570 ORANGE STREET

Legal description: LOT 11 BLK 5 TROPICAL PL DB K 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 004

Parcel number: 29 10 28 4 004 117.XXX

Owner: BUSBY AMANDA
1571 LEMON ST
MOBILE AL 36605

1260 PECAN STREET

Legal description: FR NE COR OF PECAN ST & LIVE OAK ST RUN ELY ALG N/L OF PECAN ST 177.5 FT TO POB OF PAR HEREIN DESC TH CONT TO RUN ELY ALG N/L OF PECAN ST 22.5 FT TO PT TH RUN NLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PT TH WLY & PAR WITH N/L OF PECAN ST 22.5 FT TO PT TH RUN SLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PECAN ST & POB #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel number: 29 06 13 0 002 163.XXX

Owner: YOUNG JEROME
PO BOX 50422
MOBILE AL 36604-0422

218 RYLANDS STREET

Legal description: COM AT PT ON E/S OF RYLAND LN 105 FT N OF RYALND LN & LOLA ST TH RUN NLY OR NRLY SO ALG E/L OF RYLAND LN 50 FT 6 IN TO PT TH ELY OR NRLY SO PARA W/CONGRESS ST 162 FT TO PT TH SLY OR NRLY SO 47 FT 4 IN TH RUN WLY OR NRLY SO & PAR W/CONGRESS ST 159 FT TO PT ON W/L OF RYLAND LN & POB PER SURVEY DTD 11/16/22 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel number: 29 06 40 0 007 157.XXX

Owner: BOGGAN SAMUEL JR
6652 KINGS BRANCH DRIVE N
MOBILE AL 36618-4693

357 RYLANDS STREET

Legal description: LOT 14 THOMAS MOODY ESTATES AS REC IN DBK 70/169 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel number: 29 07 25 0 002 232.XXX

Owner: DAVIS MELISSA
357 RAPIER AVE
MOBILE AL 36604-2941

1707 MARENGO DRIVE

Legal description: LOT 142 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 004

Parcel number: 32 03 36 0 004 025.XXX

Owner: JOHNSON KAREN B & JOHNNIE B C/O MELVI
6855 GREENWAY DR S
MOBILE AL 36608

August 16, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-042-22	**607 Petit Avenue**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 24 BLK 3 RESUB FIRST UNIT OF GULF HGTS SUBDIV MBK 5 P 633 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel Number: **29 02 44 0 027 103.XXX**
Amount: ~~**$ 4,800.00**~~ $5,000.00
Assessed: TERRY LULA GAMBLE, JOHNNY GAMBLE, ELLA
2502 PHILPOT AVE
SELMA AL 36703-1939

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilmember Cory Penn, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

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	10/11/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/11/2023 - 2:44 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1570 ORANGE STREET**

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1570 Orange Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1570 Orange Street** to be **$2,650.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$2,650.00** shall constitute a special assessment against the property at structure **1570 Orange Street** and being that property more particularly described as follows:

LOT 11 BLK 5 TROPICAL PL DB K 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 004

Parcel No.: **29 10 28 4 004 117.XXX**

Owner: **BUSBY AMANDA**
1570 LEMON ST
MOBILE AL 36605

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 17, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1570 Orange Street**, for the proposed amount of **$2,650.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

356 BURTON AVENUE

Legal Description: BEG AT A PT 39 FT S OF NW COR OF LOT 6 BLK F OF NEESE ADDN TO CRICHTON MBK 4 NS PG 168 TH CONT ALG W/L OF LOT 6 & E/S OF BURTON AVE 56 FT M/L TO S/L OF LOT 6 & N BDRY OF THE DRAIN CANAL TH NELY ALG SD DRAIN CANAL 139.7 FT M/L TO E/L OF SD LOT 6 TH NLY ALG E/L OF LOT 6 35 FT TH SWLY 142 FT M/L TO THE W/ROW OF BURTON AVE AND THE POB #SEC 18 T4S R1W #MP29 08 18 1 001

Parcel number: 29 08 18 1 001 068.003

Owner: CHAPMAN MICHELLE S
2607 WEALTHY ST
MOBILE AL 36607-1930

1704 GRIFFIN STREET

Legal description: LOT 24 BLK 1 LINCOLN PARK SUBDIVISION, BEING RESUBDIVISION OF LOTS 5 AND 6, RANGE 4, WEST, OF THE OWENS DIVISION OF THE ST. LOUIS TRACT. MBK 4/260 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel number: 29 02 44 0 009 480.XXX

Owner: GREEN CHARLIE GLEN & SHAMIKA MICHELLE
1207 OAKLANE DR
MOBILE AL 36618

607 PETIT AVENUE

Legal description: LOT 24 BLK 3 RESUB FIRST UNIT OF GULF HGTS SUBDIV MBK 5 P 633 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel number: 29 02 44 0 027 103.XXX

Owner: TERRY LULA GAMBLE, JOHNNY GAMBLE, ELL
2502 PHIILPOT AVEE
SELMA AL 36703-1939

1570 ORANGE STREET

Legal description: LOT 11 BLK 5 TROPICAL PL DB K 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 004

Parcel number: 29 10 28 4 004 117.XXX

Owner: BUSBY AMANDA
1571 LEMON ST
MOBILE AL 36605

1260 PECAN STREET

Legal description: FR NE COR OF PECAN ST & LIVE OAK ST RUN ELY ALG N/L OF PECAN ST 177.5 FT TO POB OF PAR HEREIN DESC TH CONT TO RUN ELY ALG N/L OF PECAN ST 22.5 FT TO PT TH RUN NLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PT TH WLY & PAR WITH N/L OF PECAN ST 22.5 FT TO PT TH RUN SLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PECAN ST & POB #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel number: 29 06 13 0 002 163.XXX

Owner: YOUNG JEROME
PO BOX 50422
MOBILE AL 36604-0422

218 RYLANDS STREET

Legal description: COM AT PT ON E/S OF RYLAND LN 105 FT N OF RYALND LN & LOLA ST TH RUN NLY OR NRLY SO ALG E/L OF RYLAND LN 50 FT 6 IN TO PT TH ELY OR NRLY SO PARA W/CONGRESS ST 162 FT TO PT TH SLY OR NRLY SO 47 FT 4 IN TH RUN WLY OR NRLY SO & PAR W/CONGRESS ST 159 FT TO PT ON W/L OF RYLAND LN & POB PER SURVEY DTD 11/16/22 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel number: 29 06 40 0 007 157.XXX

Owner: BOGGAN SAMUEL JR
6652 KINGS BRANCH DRIVE N
MOBILE AL 36618-4693

357 RYLANDS STREET

Legal description: LOT 14 THOMAS MOODY ESTATES AS REC IN DBK 70/169 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel number: 29 07 25 0 002 232.XXX

Owner: DAVIS MELISSA
357 RAPIER AVE
MOBILE AL 36604-2941

1707 MARENGO DRIVE

Legal description: LOT 142 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 004

Parcel number: 32 03 36 0 004 025.XXX

Owner: JOHNSON KAREN B & JOHNNIE B C/O MELVI
6855 GREENWAY DR S
MOBILE AL 36608

September 11, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-171-22	**1570 Orange Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 11 BLK 5 TROPICAL PL DB K 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 004

Parcel Number: **29 10 28 4 004 117.XXX**
Amount: ~~**$2450.00**~~ $2,650.00
Assessed: BUSBY AMANDA
1571 LEMON ST
MOBILE AL 36605

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, William Carroll, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

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	10/11/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/11/2023 - 3:11 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1260 PECAN STREET**

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1260 Pecan Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1260 Pecan Street** to be **$1,945.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$1,945.00** shall constitute a special assessment against the property at structure **1260 Pecan Street** and being that property more particularly described as follows:

FR NE COR OF PECAN ST & LIVE OAK ST RUN ELY ALG N/L OF PECAN ST 177.5 FT TO POB OF PAR HEREIN DESC TH CONT TO RUN ELY ALG N/L OF PECAN ST 22.5 FT TO PT TH RUN NLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PT TH WLY & PAR WITH N/L OF PECAN ST 22.5 FT TO PT TH RUN SLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PECAN ST & POB #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel No.: **29 06 13 0 002 163.xxx**

Owner: **YOUNG JEROME**
PO BOX 50422
MOBILE AL 36604-0422

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 17, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1260 Pecan Street**, for the proposed amount of **$1,945.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

356 BURTON AVENUE

Legal Description: BEG AT A PT 39 FT S OF NW COR OF LOT 6 BLK F OF NEESE ADDN TO CRICHTON MBK 4 NS PG 168 TH CONT ALG W/L OF LOT 6 & E/S OF BURTON AVE 56 FT M/L TO S/L OF LOT 6 & N BDRY OF THE DRAIN CANAL TH NELY ALG SD DRAIN CANAL 139.7 FT M/L TO E/L OF SD LOT 6 TH NLY ALG E/L OF LOT 6 35 FT TH SWLY 142 FT M/L TO THE W/ROW OF BURTON AVE AND THE POB #SEC 18 T4S R1W #MP29 08 18 1 001

Parcel number: 29 08 18 1 001 068.003

Owner: CHAPMAN MICHELLE S
2607 WEALTHY ST
MOBILE AL 36607-1930

1704 GRIFFIN STREET

Legal description: LOT 24 BLK 1 LINCOLN PARK SUBDIVISION, BEING RESUBDIVISION OF LOTS 5 AND 6, RANGE 4, WEST, OF THE OWENS DIVISION OF THE ST. LOUIS TRACT. MBK 4/260 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel number: 29 02 44 0 009 480.XXX

Owner: GREEN CHARLIE GLEN & SHAMIKA MICHELLE
1207 OAKLANE DR
MOBILE AL 36618

607 PETIT AVENUE

Legal description: LOT 24 BLK 3 RESUB FIRST UNIT OF GULF HGTS SUBDIV MBK 5 P 633 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel number: 29 02 44 0 027 103.XXX

Owner: TERRY LULA GAMBLE, JOHNNY GAMBLE, ELL
2502 PHIILPOT AVEE
SELMA AL 36703-1939

1570 ORANGE STREET

Legal description: LOT 11 BLK 5 TROPICAL PL DB K 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 004

Parcel number: 29 10 28 4 004 117.XXX

Owner: BUSBY AMANDA
1571 LEMON ST
MOBILE AL 36605

1260 PECAN STREET

Legal description: FR NE COR OF PECAN ST & LIVE OAK ST RUN ELY ALG N/L OF PECAN ST 177.5 FT TO POB OF PAR HEREIN DESC TH CONT TO RUN ELY ALG N/L OF PECAN ST 22.5 FT TO PT TH RUN NLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PT TH WLY & PAR WITH N/L OF PECAN ST 22.5 FT TO PT TH RUN SLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PECAN ST & POB #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel number: 29 06 13 0 002 163.XXX

Owner: YOUNG JEROME
PO BOX 50422
MOBILE AL 36604-0422

218 RYLANDS STREET

Legal description: COM AT PT ON E/S OF RYLAND LN 105 FT N OF RYALND LN & LOLA ST TH RUN NLY OR NRLY SO ALG E/L OF RYLAND LN 50 FT 6 IN TO PT TH ELY OR NRLY SO PARA W/CONGRESS ST 162 FT TO PT TH SLY OR NRLY SO 47 FT 4 IN TH RUN WLY OR NRLY SO & PAR W/CONGRESS ST 159 FT TO PT ON W/L OF RYLAND LN & POB PER SURVEY DTD 11/16/22 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel number: 29 06 40 0 007 157.XXX

Owner: BOGGAN SAMUEL JR
6652 KINGS BRANCH DRIVE N
MOBILE AL 36618-4693

357 RYLANDS STREET

Legal description: LOT 14 THOMAS MOODY ESTATES AS REC IN DBK 70/169 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel number: 29 07 25 0 002 232.XXX

Owner: DAVIS MELISSA
357 RAPIER AVE
MOBILE AL 36604-2941

1707 MARENGO DRIVE

Legal description: LOT 142 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 004

Parcel number: 32 03 36 0 004 025.XXX

Owner: JOHNSON KAREN B & JOHNNIE B C/O MELVI
6855 GREENWAY DR S
MOBILE AL 36608

September 5, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-165-22	**1260 Pecan Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: FR NE COR OF PECAN ST & LIVE OAK ST RUN ELY ALG N/L OF PECAN ST 177.5 FT TO POB OF PAR HEREIN DESC TH CONT TO RUN ELY ALG N/L OF PECAN ST 22.5 FT TO PT TH RUN NLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PT TH WLY & PAR WITH N/L OF PECAN ST 22.5 FT TO PT TH RUN SLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PECAN ST & POB #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel Number: **29 06 13 0 002 163.XXX**
Amount: ~~**$1,745.00**~~ $1,945.00
Assessed: YOUNG JEROME
PO BOX 50422
MOBILE AL 36605-0422

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, Council Member, William Carroll, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

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	10/11/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/11/2023 - 3:01 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **218 RYLANDS STREET**

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **218 Rylands Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **218 Rylands Street** to be **$4,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$4,200.00** shall constitute a special assessment against the property at structure **218 Rylands Street** and being that property more particularly described as follows:

COM AT PT ON E/S OF RYLAND LN 105 FT N OF RYALND LN & LOLA ST TH RUN NLY OR NRLY SO ALG E/L OF RYLAND LN 50 FT 6 IN TO PT TH ELY OR NRLY SO PARA W/CONGRESS ST 162 FT TO PT TH SLY OR NRLY SO 47 FT 4 IN TH RUN WLY OR NRLY SO & PAR W/CONGRESS ST 159 FT TO PT ON W/L OF RYLAND LN & POB PER SURVEY DTD 11/16/22 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel No.: **29 06 40 0 007 157.xxx**

Owner: **BOGGAN SAMUEL JR**
6652 KINGS BRANCH DRIVE N
MOBILE AL 36618-4693

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 17, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **218 Rylands Street**, for the proposed amount of **$4,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

356 BURTON AVENUE

Legal Description: BEG AT A PT 39 FT S OF NW COR OF LOT 6 BLK F OF NEESE ADDN TO CRICHTON MBK 4 NS PG 168 TH CONT ALG W/L OF LOT 6 & E/S OF BURTON AVE 56 FT M/L TO S/L OF LOT 6 & N BDRY OF THE DRAIN CANAL TH NELY ALG SD DRAIN CANAL 139.7 FT M/L TO E/L OF SD LOT 6 TH NLY ALG E/L OF LOT 6 35 FT TH SWLY 142 FT M/L TO THE W/ROW OF BURTON AVE AND THE POB #SEC 18 T4S R1W #MP29 08 18 1 001

Parcel number: 29 08 18 1 001 068.003

Owner: CHAPMAN MICHELLE S
2607 WEALTHY ST
MOBILE AL 36607-1930

1704 GRIFFIN STREET

Legal description: LOT 24 BLK 1 LINCOLN PARK SUBDIVISION, BEING RESUBDIVISION OF LOTS 5 AND 6, RANGE 4, WEST, OF THE OWENS DIVISION OF THE ST. LOUIS TRACT. MBK 4/260 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel number: 29 02 44 0 009 480.XXX

Owner: GREEN CHARLIE GLEN & SHAMIKA MICHELLE
1207 OAKLANE DR
MOBILE AL 36618

607 PETIT AVENUE

Legal description: LOT 24 BLK 3 RESUB FIRST UNIT OF GULF HGTS SUBDIV MBK 5 P 633 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel number: 29 02 44 0 027 103.XXX

Owner: TERRY LULA GAMBLE, JOHNNY GAMBLE, ELL
2502 PHIILPOT AVEE
SELMA AL 36703-1939

1570 ORANGE STREET

Legal description: LOT 11 BLK 5 TROPICAL PL DB K 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 004

Parcel number: 29 10 28 4 004 117.XXX

Owner: BUSBY AMANDA
1571 LEMON ST
MOBILE AL 36605

1260 PECAN STREET

Legal description: FR NE COR OF PECAN ST & LIVE OAK ST RUN ELY ALG N/L OF PECAN ST 177.5 FT TO POB OF PAR HEREIN DESC TH CONT TO RUN ELY ALG N/L OF PECAN ST 22.5 FT TO PT TH RUN NLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PT TH WLY & PAR WITH N/L OF PECAN ST 22.5 FT TO PT TH RUN SLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PECAN ST & POB #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel number: 29 06 13 0 002 163.XXX

Owner: YOUNG JEROME
PO BOX 50422
MOBILE AL 36604-0422

218 RYLANDS STREET

Legal description: COM AT PT ON E/S OF RYLAND LN 105 FT N OF RYALND LN & LOLA ST TH RUN NLY OR NRLY SO ALG E/L OF RYLAND LN 50 FT 6 IN TO PT TH ELY OR NRLY SO PARA W/CONGRESS ST 162 FT TO PT TH SLY OR NRLY SO 47 FT 4 IN TH RUN WLY OR NRLY SO & PAR W/CONGRESS ST 159 FT TO PT ON W/L OF RYLAND LN & POB PER SURVEY DTD 11/16/22 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel number: 29 06 40 0 007 157.XXX

Owner: BOGGAN SAMUEL JR
6652 KINGS BRANCH DRIVE N
MOBILE AL 36618-4693

357 RYLANDS STREET

Legal description: LOT 14 THOMAS MOODY ESTATES AS REC IN DBK 70/169 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel number: 29 07 25 0 002 232.XXX

Owner: DAVIS MELISSA
357 RAPIER AVE
MOBILE AL 36604-2941

1707 MARENGO DRIVE

Legal description: LOT 142 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 004

Parcel number: 32 03 36 0 004 025.XXX

Owner: JOHNSON KAREN B & JOHNNIE B C/O MELVI
6855 GREENWAY DR S
MOBILE AL 36608

September 5, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-156-22	**218 Rylands Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: COM AT PT ON E/S OF RYLAND LN 105 FT N OF RYALND LN & LOLA ST TH RUN NLY OR NRLY SO ALG E/L OF RYLAND LN 50 FT 6 IN TO PT TH ELY OR NRLY SO PARA W/CONGRESS ST 162 FT TO PT TH SLY OR NRLY SO 47 FT 4 IN TH RUN WLY OR NRLY SO & PAR W/CONGRESS ST 159 FT TO PT ON W/L OF RYLAND LN & POB PER SURVEY DTD 11/16/22 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: **29 06 40 0 007 157.XXX**
Amount: ~~**$ 4,000.00**~~ $4,200.00
Assessed: BOGGAN SAMUEL JR
6652 KINGS BRANCH DRIVE N
MOBILE AL 36618-4693

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, Council Member William Carroll, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

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	10/11/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/11/2023 - 3:03 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **357 RYLANDS STREET**

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **357 Rylands Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **357 Rylands Street** to be **$2,800.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$2,800.00** shall constitute a special assessment against the property at structure **357 Rylands Street** and being that property more particularly described as follows:

LOT 14 THOMAS MOODY ESTATES AS REC IN DBK 70/169 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel No.: **29 07 25 0 002 232.XXX**

Owner: **DAVIS MELISSA**
357 RAPIER AVE
MOBILE AL 36604-2941

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 17, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **357 Rylands Street**, for the proposed amount of **$2,800.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

356 BURTON AVENUE

Legal Description: BEG AT A PT 39 FT S OF NW COR OF LOT 6 BLK F OF NEESE ADDN TO CRICHTON MBK 4 NS PG 168 TH CONT ALG W/L OF LOT 6 & E/S OF BURTON AVE 56 FT M/L TO S/L OF LOT 6 & N BDRY OF THE DRAIN CANAL TH NELY ALG SD DRAIN CANAL 139.7 FT M/L TO E/L OF SD LOT 6 TH NLY ALG E/L OF LOT 6 35 FT TH SWLY 142 FT M/L TO THE W/ROW OF BURTON AVE AND THE POB #SEC 18 T4S R1W #MP29 08 18 1 001

Parcel number: 29 08 18 1 001 068.003

Owner: CHAPMAN MICHELLE S
2607 WEALTHY ST
MOBILE AL 36607-1930

1704 GRIFFIN STREET

Legal description: LOT 24 BLK 1 LINCOLN PARK SUBDIVISION, BEING RESUBDIVISION OF LOTS 5 AND 6, RANGE 4, WEST, OF THE OWENS DIVISION OF THE ST. LOUIS TRACT. MBK 4/260 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel number: 29 02 44 0 009 480.XXX

Owner: GREEN CHARLIE GLEN & SHAMIKA MICHELLE
1207 OAKLANE DR
MOBILE AL 36618

607 PETIT AVENUE

Legal description: LOT 24 BLK 3 RESUB FIRST UNIT OF GULF HGTS SUBDIV MBK 5 P 633 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel number: 29 02 44 0 027 103.XXX

Owner: TERRY LULA GAMBLE, JOHNNY GAMBLE, ELL
2502 PHIILPOT AVEE
SELMA AL 36703-1939

1570 ORANGE STREET

Legal description: LOT 11 BLK 5 TROPICAL PL DB K 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 004

Parcel number: 29 10 28 4 004 117.XXX

Owner: BUSBY AMANDA
1571 LEMON ST
MOBILE AL 36605

1260 PECAN STREET

Legal description: FR NE COR OF PECAN ST & LIVE OAK ST RUN ELY ALG N/L OF PECAN ST 177.5 FT TO POB OF PAR HEREIN DESC TH CONT TO RUN ELY ALG N/L OF PECAN ST 22.5 FT TO PT TH RUN NLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PT TH WLY & PAR WITH N/L OF PECAN ST 22.5 FT TO PT TH RUN SLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PECAN ST & POB #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel number: 29 06 13 0 002 163.XXX

Owner: YOUNG JEROME
PO BOX 50422
MOBILE AL 36604-0422

218 RYLANDS STREET

Legal description: COM AT PT ON E/S OF RYLAND LN 105 FT N OF RYALND LN & LOLA ST TH RUN NLY OR NRLY SO ALG E/L OF RYLAND LN 50 FT 6 IN TO PT TH ELY OR NRLY SO PARA W/CONGRESS ST 162 FT TO PT TH SLY OR NRLY SO 47 FT 4 IN TH RUN WLY OR NRLY SO & PAR W/CONGRESS ST 159 FT TO PT ON W/L OF RYLAND LN & POB PER SURVEY DTD 11/16/22 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel number: 29 06 40 0 007.157.XXX

Owner: BOGGAN SAMUEL JR
6652 KINGS BRANCH DRIVE N
MOBILE AL 36618-4693

357 RYLANDS STREET

Legal description: LOT 14 THOMAS MOODY ESTATES AS REC IN DBK 70/169 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel number: 29 07 25 0 002 232.XXX

Owner: DAVIS MELISSA
357 RAPIER AVE
MOBILE AL 36604-2941

1707 MARENGO DRIVE

Legal description: LOT 142 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 004

Parcel number: 32 03 36 0 004 025.XXX

Owner: JOHNSON KAREN B & JOHNNIE B C/O MELVI
6855 GREENWAY DR S
MOBILE AL 36608

September 5, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-049-22	**357 Rylands Lane**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 14 THOMAS MOODY ESTATES AS REC IN DBK 70/169 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel Number: **29 07 25 0 002 232.XXX**
Amount: ~~**$ 2,600.00**~~ $2,800.00
Assessed: DAVIS MELISSA
357 RAPIER AVE
MOBILE AL 36604-2941

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, Council Member William Carroll, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Sponsored by:

Councilmember Reynolds

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/11/2023 - 3:07 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1707 MARENGO DRIVE**

Sponsored by: Councilmember Ben Reynolds

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1707 Marengo Drive** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1707 Marengo Drive** to be **$3,400.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$3,400.00** shall constitute a special assessment against the property at structure **1707 Marengo Drive** and being that property more particularly described as follows:

LOT 142 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 004

Parcel No.: **32 03 36 0 004 025.xxx**

Owner: **JOHNSON KAREN B & JOHNNIE B C/O MELVI**
6855 GREENWAY DR S
MOBILE AL 36608

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 17, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1707 Marengo Drive**, for the proposed amount of **$3,400.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

356 BURTON AVENUE

Legal Description: BEG AT A PT 39 FT S OF NW COR OF LOT 6 BLK F OF NEESE ADDN TO CRICHTON MBK 4 NS PG 168 TH CONT ALG W/L OF LOT 6 & E/S OF BURTON AVE 56 FT M/L TO S/L OF LOT 6 & N BDRY OF THE DRAIN CANAL TH NELY ALG SD DRAIN CANAL 139.7 FT M/L TO E/L OF SD LOT 6 TH NLY ALG E/L OF LOT 6 35 FT TH SWLY 142 FT M/L TO THE W/ROW OF BURTON AVE AND THE POB #SEC 18 T4S R1W #MP29 08 18 1 001

Parcel number: 29 08 18 1 001 068.003

Owner: CHAPMAN MICHELLE S
2607 WEALTHY ST
MOBILE AL 36607-1930

1704 GRIFFIN STREET

Legal description: LOT 24 BLK 1 LINCOLN PARK SUBDIVISION, BEING RESUBDIVISION OF LOTS 5 AND 6, RANGE 4, WEST, OF THE OWENS DIVISION OF THE ST. LOUIS TRACT. MBK 4/260 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel number: 29 02 44 0 009 480.XXX

Owner: GREEN CHARLIE GLEN & SHAMIKA MICHELLE
1207 OAKLANE DR
MOBILE AL 36618

607 PETIT AVENUE

Legal description: LOT 24 BLK 3 RESUB FIRST UNIT OF GULF HGTS SUBDIV MBK 5 P 633 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel number: 29 02 44 0 027 103.XXX

Owner: TERRY LULA GAMBLE, JOHNNY GAMBLE, ELL
2502 PHIILPOT AVEE
SELMA AL 36703-1939

1570 ORANGE STREET

Legal description: LOT 11 BLK 5 TROPICAL PL DB K 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 004

Parcel number: 29 10 28 4 004 117.XXX

Owner: BUSBY AMANDA
1571 LEMON ST
MOBILE AL 36605

1260 PECAN STREET

Legal description: FR NE COR OF PECAN ST & LIVE OAK ST RUN ELY ALG N/L OF PECAN ST 177.5 FT TO POB OF PAR HEREIN DESC TH CONT TO RUN ELY ALG N/L OF PECAN ST 22.5 FT TO PT TH RUN NLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PT TH WLY & PAR WITH N/L OF PECAN ST 22.5 FT TO PT TH RUN SLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PECAN ST & POB #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel number: 29 06 13 0 002 163.XXX

Owner: YOUNG JEROME
PO BOX 50422
MOBILE AL 36604-0422

218 RYLANDS STREET

Legal description: COM AT PT ON E/S OF RYLAND LN 105 FT N OF RYALND LN & LOLA ST TH RUN NLY OR NRLY SO ALG E/L OF RYLAND LN 50 FT 6 IN TO PT TH ELY OR NRLY SO PARA W/CONGRESS ST 162 FT TO PT TH SLY OR NRLY SO 47 FT 4 IN TH RUN WLY OR NRLY SO & PAR W/CONGRESS ST 159 FT TO PT ON W/L OF RYLAND LN & POB PER SURVEY DTD 11/16/22 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel number: 29 06 40 0 007 157.XXX

Owner: BOGGAN SAMUEL JR
6652 KINGS BRANCH DRIVE N
MOBILE AL 36618-4693

357 RYLANDS STREET

Legal description: LOT 14 THOMAS MOODY ESTATES AS REC IN DBK 70/169 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel number: 29 07 25 0 002 232.XXX

Owner: DAVIS MELISSA
357 RAPIER AVE
MOBILE AL 36604-2941

1707 MARENGO DRIVE

Legal description: LOT 142 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 004

Parcel number: 32 03 36 0 004 025.XXX

Owner: JOHNSON KAREN B & JOHNNIE B C/O MELVI
6855 GREENWAY DR S
MOBILE AL 36608

September 11, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-114-22	**1707 Marengo Drive**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 142 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 004

Parcel Number: **32 03 36 0 004 025.XXX**
Amount: ~~**$ 3,200.00**~~ $3,400.00
Assessed: JOHNSON KAREN B & JOHNNIE B C/O MELVIN A BRYANT
6855 GREENWAY DR S
MOBILE AL 36608

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, C. J. Small, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:
Chief Paul Prine, MPD

Sponsored by:
Mayor Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	10/11/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/11/2023 - 2:29 PM

OFFICER OF THE MONTH
CERTIFICATE OF RECOGNITION
Officer William Elliott

On September 4, 2023, Officer Elliott conducted a traffic stop. One of the occupants provided a false name, however Officer Elliott was able to identify the subject; and it was found that the subject had a felony warrant for Marijuana First Degree and six misdemeanor warrants. The subject was charged with Obstruction of Justice.

On September 5, 2023, Officer Elliott was patrolling the area of Mobile at Elsmore Streets when he observed a subject walking. Recognizing the subject from a GID BOLO for a Misdemeanor Theft and Criminal Mischief Third Degree, the subject was arrested on the active warrants.

On September 9, 2023, Officer Elliott conducted a traffic stop in the area of Donald Street and Gloria York Avenue. He found the passenger to have a warrant for Receiving Stolen Property First Degree. It was also found that the passenger was a suspect in a recent domestic related assault and robbery. Although a BOLO had not yet been issued, Officer Elliott contacted investigators, who interviewed the subject and charged him with Robbery Third Degree and Domestic Violence Strangulation.

On September 13, 2023, Officer Elliott learned that a known gang member had three Federal felony warrants. Officer Elliott patrolled the area of the subject's residence several times until he located the subject in the front yard of the residence and was able to take the subject into custody on the forementioned warrant in addition to an active warrant to Cruelty to Animals.

On September 18, 2023, while patrolling the area of Gaston Street Officer Elliott observed a suspect of a BOLO, who had an active warrant for Assault Second Degree for a stabbing that was committed on September 4, 2023.

On September 27, 2023, Officer Elliott ran the tag on a vehicle that was improperly parked in front of a residence. It was revealed that the vehicle owner had active felony warrants for Incest, Rape First Degree, Sexual Abuse, and Sodomy First Degree. Officer Elliott monitored the area until he observed a male in the front yard of the residence at which time he requested to speak with the owner of the vehicle because the car was illegally parked. Once the owner came outside, the subject was taken into custody without incident.

Officer Elliott made a varied number of other stops throughout the month of September that resulted in multiple drug arrests, guns being recovered, and warrants being served. During the month of September, Officer Elliott conducted 143 stops. He served as a backing officer sixteen times, made twenty-eight felony arrests and 108 misdemeanor arrests, and wrote fifty-two tickets. Officer Elliott is one of the newer members of the Mobile Police Department, with approximately two years as a sworn officer. Initiative-taking, Officer Elloitt has a positive outlook and is always eager to assist wherever needed.

His initiative, enthusiasm, and excellence in his overall performance show a pro-active police style that is a tremendous asset to the City of Mobile. Now, therefore, on behalf of all the citizens, we are pleased to award this CERTIFICATE OF RECOGNITION to Officer William Elliott as OFFICER OF THE MONTH for September 2023, with our sincere thanks.

C.J. Small
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

Paul O. Prine
Chief of Police, Mobile Police Department

60- 2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee:

September 2023: Officer William Elliott

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: Tuesday, October 17, 2023 (Date) Item No. _____

Submitted by: Mobile Police Department (Department) Paul O. Prine (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:
To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a $500 award.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $500.00

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilman Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with the purchase of library resources, students, parents, and teacher incentives.

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 - JUST 4 DEVELOPMENTAL LABORATORY SCHOOL	Cover Memo	10/10/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/10/2023 - 1:01 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 **$1,000.00** to Just 4 Development Laboratory School, from his discretionary funds; and

WHEREAS, Just 4 Development Laboratory School, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Just 4 Development Laboratory School will be used to assist with the purchase of library resources, students, parents, and teacher incentives, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$1,000.00** to Just 4 Development Laboratory School for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

Submitted by:

DONNA G. BRYARS, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE TOULMINVILLE COMMUNITY PARADE AND ANNUAL HOMECOMING TAILGATE.

Amount of Contract:

$1,535.00

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 - TOULMINVILLE LEFLORE ALUMNI ASSOCIATION	Cover Memo	10/6/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	10/6/2023 - 9:45 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$1,535.00,** and to Toulminville LeFlore Alumni Association, from their discretionary funds*; and

WHEREAS, *Toulminville LeFlore Alumni 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 Toulminville LeFlore Alumni Association*, will be used to assist with the Toulminville Community Parade and Annual Homecoming Tailgate*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,535.00** to Toulminville LeFlore Alumni 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:10/17/2023

Submitted by:

DONNA G. BRYARS, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE 6TH SPIRIT OF OUR ANCESTOR FESTIVAL, JANUARY 29-FEBRUARY 5, 2024.

Amount of Contract:

$1,500.00

Funding Source

Project # DSC-02/10041020-42200	**Discretionary Funds** DSC-02
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - CLOTILDA DESCENDENTS ASSOCIATION	Cover Memo	10/9/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	10/9/2023 - 3:35 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$1,500.00** to Clotilda Descendants Association from his discretionary funds*; and

WHEREAS, Clotilda Descendants 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 Clotilda Descendants Association*, will be used to assist with the 6th Spirit of Our Ancestors Festival, January 29 – February 5, 2024,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,500.00** to* Clotilda Descendants 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:10/17/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide civil engineering support to develop construction plans for parking & accessibility upgrades at Westside Park

Amount of Contract:

$19,900.00

Funding Source

Project # Westside Park - Parking & Accessibility Upgrades-Civil Engineering PR-009-23 — **Discretionary Funds**

Project String C0790 CIP Westside Park ADA & Parking (20002000-42200) CIP:2022-P-003 — **Contract Number:**4728

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-009-23 Westside Park - Parking & Accessibility Upgrades-Civil Engineering	Cover Memo	10/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	10/12/2023 - 9:13 AM
Capital	Rhodes, Brenda	Approved	10/12/2023 - 10:17 AM
Legal	Kern, Chris	Approved	10/12/2023 - 10:28 AM

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 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:	LIEB ENGINEERING COMPANY, LLC
Project Name:	WESTSIDE PARK – PARKING & ACCESSIBILITY UPGRADES CIVIC ENGINEERING
Project Number:	PR-009-23
Amount:	$19,900.00

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP WESTSIDE PARK ADA & PARKING

CAPITAL PROJECT #: C0790 (20002000-42200) CIP:2022-P-003

CONTRACT AMOUNT: $19,900.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-009-23

PROJECT DESCRIPTION: TO PROVIDE CIVIL ENGINEERING SUPPORT TO DEVELOP CONSTRUCTION PLANS FOR PARKING & ACCESSIBILITY UPGRADES AT WESTSIDE PARK (1001 HITT ROAD).

VENDOR NAME: LIEB ENGINEERING COMPANY, LLC

VENDOR NUMBER: 295615

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N X ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 10/05/2023

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-1827

And the Consultant: Lieb Engineering Company, LLC
1290 Main Street, Suite E
Daphne, Alabama 36526

City of Mobile Business License No.: 056042

Secretary of State Registration No.: 000 - 320 - 827

For the following Project: Parking & Accessibility Upgrades - Civil Engineering
Westside Park
1001 Hitt Road
Mobile, Alabama 36695

Project Number: PR-009-23

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE:

1.1.1 The Consultant's services consist of those described herewith for a sum not to exceed Nineteen Thousand Nine Hundred and 00/100 Dollars ($19,900.00), which includes Four Thousand Four Hundred Seventy-Five and 00/100 Dollars ($4,475.00) in not to exceed reimbursable expenses as outlined in the Consultant's Proposal.

1.1.2 The Consultant's services shall be as stated in the attached Proposal dated July 13, 2023.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a

licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

1.1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES:

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE:

Firm Name: Lieb Engineering Company, LLC
Address: 1290 Main Street, Suite E, Daphne, Alabama 36526
Phone/Fax Number: (251) 978-9779
Email address: clieb@liebengineering.com
Name: Chris Lieb, P.E.
License No.: 31204

3.1 GENERAL REQUIREMENTS:

3.1.1 The Consultant shall deliver the Work complete within Sixty (60) calendar days from the date of the written Notice to Proceed. Deliverables shall be One (1) sets of original sealed Documents, along with Electronic Digital Format files for all documents, Word format documents and drawings and other applicable documents in AutoCAD format.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 INDEMNIFICATION: The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by Consultant or the Consultant's agent, Consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

3.1.5 STANDARD OF PERFORMANCE: Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Exhibit 1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant in accordance with Exhibit 2, Payment Process.

4.1 INSURANCE

For the term of this Agreement, Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured,*** and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant.

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. Professional Liability Insurance

1.	Projects $0 - $1,000,000	$1,000,000/$2,000,000 annual aggregate
2.	Projects over $1,000,000	to be determined by Owner

CERTIFICATE OF LIABILITY INSURANCE ENDOREMENT PAGE

The policy endorsement listed below are required and must be listed in 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.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

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.

Notice of Cancellation – Certificates 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.

Certificates of Insurance – General – 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 (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.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposals, dated July 13, 2023;
3. Subcontracting and Major Supplier Plan;
4. Waiver of Disadvantaged Business Enterprise Goal;
5. Alabama Secretary of State Entity Documentation;
6. E-Verify Documentation; and
7. Certificate of Insurance with Endorsements.

5.2 TERMINATION OF CONTRACT

The Owner or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

B. 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.

7.1 NON-DISCRIMINATION

A. Consultant shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

9.1 NON-ASSIGNMENT:

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 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.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

12.1 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

13.1 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONSULTANT: Lieb Engineering Company, LLC

By Signature

Chris Lieb, P.E. ,President
Printed Name and Title

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Chris Lieb as President of Lieb Engineering Company, 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 President.

Sworn to and subscribed for me this 7th day of September 2023.

NOTARY PUBLIC
My Commission Expires: 11/7/2023

CHRISTINE BAILEY
Notary Public, Alabama State At Large
My Commission Expires Nov. 7, 2023

LIEB ENGINEERING
COMPANY

1290 Main Street
Suite E
Daphne, AL 36526
Phone: 251.978.9779

Project Proposal

Date: 7/13/2023

Attention: Shannon McIntyre
Architectural Engineering
Capital Projects Manager/
Park Planning
City of Mobile
205 Government Street
Mobile, Alabama 36602
office: 251.208.7635
mobile: 251-518-0210
fax: 251-208-7894
shannon.mcintyre@cityofmobile.org

Proposal No: 2023-031

Description: **Engineering Drawings for West Side Park**

I. Scope of Work:

Lieb Engineering Company, LLC is pleased to present this proposal for Professional Services. The scope of work consists of Civil Engineering support to develop construction plans for ADA Access upgrades to the site. We will also generate paperwork for a Tier 2 land disturbance from the City of Mobile. This also includes CA Visits.

II. Deliverables:

The following activities will be conducted to produce said deliverables:

1. 3 site visits during the design process
2. 3 meetings in City of Mobile during the design process
3. Drawings required for permitting submittals to The City of Mobile.
4. Permitting paperwork completed as required
5. Specifications
6. Lieb Engineering Company, LLC's estimated drawing list is as follows:
    a. Civil General Notes
    b. Site Layout Plan
    c. Grading and Drainage Plan
    d. Erosion Control Plan
    e. Details

LIEB ENGINEERING
COMPANY

1290 Main Street
Suite E
Daphne, AL 36526
Phone: 251.978.9779

III. Exclusions:

The following are assumed to be by others and are not included in our estimate:

a. Boundary and Topographical Survey
b. Geotechnical Investigation/Report
c. An Environmental Survey.
d. Site lighting plans.
e. Landscape and Irrigation Plans.
f. Structural, Architectural, and MEP will be by others.
g. Traffic studies, if applicable, will be by others.
h. Any and all permit fees will be paid by Owner.
i. Fire Flow Testing (can be included as an additional service)
j. Septic design
k. Subdivision of the property
l. ADEM eNOI generation and QCI inspections

IV. Clarifications:

a. Owner shall provide safe access to the project site.
b. Construction materials testing will be by others.

V. Engineering Estimate or Fee:

Lieb Engineering Company, LLC estimates that the civil engineering scope of work to issue for permitting and CA will require labor and materials at a cost of $19,900.

1. Engineering Design will be a lump sum of $15,425.
2. CA inspections will be billed as a reimbursable expense with a not to exceed of $4,475.
    a. All CA Visits beyond 10 will be additional services.

Invoices are to be paid per the master services agreement:

(Please make check payable to Lieb Engineering Company, LLC)

VI. Key Personnel:

Chris Lieb, P.E. will oversee the Civil Engineering effort and will be the primary point of contact.

LIEB ENGINEERING
COMPANY

1290 Main Street
Suite E
Daphne, AL 36526
Phone: 251.978.9779

VII. Terms and Conditions:

Any changes to this proposal/contract may constitute a "Change Order" to the contract that must be agreed upon by both parties before any work related to the change begins.

Any information required by Lieb Engineering Company, LLC to complete the project will be received in a timely manner.

In the event the project is cancelled after the notice to proceed (or signed contract) has been received, Lieb Engineering Company, LLC will be paid for our progress to date on the project.

This proposal is valid for 60 days.

We appreciate the opportunity to submit this proposal. If you have any questions, please do not hesitate to give us a call at (251) 978-9779.

Best regards,



Chris Lieb, P.E.
President
(251) 978-9779
clieb@liebengineering.com

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Lieb Engineering Company
Address	1290 Main St Ste E Daphne AL 36526
Telephone	2519789779
E-Mail	clieb@liebengineering.com

RFP/RFQ Solicitation Number	PR-009-23
Project Description	Engineering Services
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 3 Female 1 Minority _____ Non-minority _____ SDVO _____ Total #of Employees 4

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Christopher Lieb with Lieb Engineering

Signature: Chris Lieb Date: 9/21/23

Title: Professional Engineer and 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: Christopher Lieb, PE Title: Professional Engineer and Owner

Email: clieb@liebengineering.com Phone: 2519789779

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 Lieb Engineering Company Your Bid/Proposal Amount $_____ Date:

_____/ _____/_____ Description_____

Name of Bidder/Proposer: Christopher Lieb, PE

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
No subs will be used						

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Lieb Engineering Company

Contact Person: Christopher Lieb Phone 2519789779 Email clieb@liebengineering.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
	✓	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	✓	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	✓	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	✓	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	✓	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

	✓	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	✓	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

✓ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-009-23 Current Date 9 / 18 / 23

Project Description West Side Park - Parking and Accessibility Upgrades

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.

Civil design consultant contract for new parking and upgrades to existing pedestrian circulation in order to obtain accessibility to a restroom and fields. at West Side Park. This design only requires one trade and will not have any sub-consultants.

Requested By (Department Director)

(Signature) REAM Director (Title) 9-18-23 (Date)

251-508-7627 Telephone Number

boatwright@cityofmobile.org Email Address

Archnique Kidd

Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Supplier Diversity Manager (Title) 10/4/2023 (Date)

Approved By (CAO)

Alabama Secretary of State

Lieb Engineering Company, LLC	
Entity ID Number	000 - 320 - 827
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Baldwin County
Formation Date	10/15/2014
Registered Agent Name	LIEB, JONATHAN M
Registered Office Street Address	206 BEALL LANE DAPHNE, AL 36526
Registered Office Mailing Address	206 BEALL LANE DAPHNE, AL 36526
Nature of Business	ALL LAWFUL PURPOSE
Organizers	
Organizer Name	NOT PROVIDED
Organizer Street Address	Not Provided
Organizer Mailing Address	Not Provided
Organizer Name	TAIT, CHARLES E
Organizer Street Address	11 NORTH WATER STREET STE 13290 MOBILE, AL 36602
Organizer Mailing Address	11 NORTH WATER STREET STE 13290 MOBILE, AL 36602
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	2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date	10/22/2014

Lieb Engineering Company, LLC	
Miscellaneous Filing Entry	New Entity Effective 10-15-2014 12:57
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/22/2014 Certificate of Formation 4 pgs.

New Search

E-Verify

Company ID Number: 1346798

Approved by:

Employer LIEB ENGINEERING COMPANY, LLC	
Name (Please Type or Print) Christopher J Lieb	Title
Signature Electronically Signed	Date 10/01/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/01/2018

E-Verify

Company ID Number: 1346798

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	LIEB ENGINEERING COMPANY, LLC
Company Facility Address	22881 HWY 98 Fairhope, AL 36532
Company Alternate Address	P.O. BOX 2266 FAIRHOPE, AL 36533
County or Parish	BALDWIN
Employer Identification Number	472595372
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/14/2023

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 Walker Insurance Agency PO Box 2491 Daphne AL 36526	CONTACT NAME: Lee Walker PHONE (A/C, No, Ext): (251) 422-9959 FAX (A/C, No): (251) 626-7313 E-MAIL ADDRESS: office@walkerins.biz
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
	INSURER A: Ohio Security Insurance Co. — 24082
INSURED Lieb Engineering Company, LLC 1290 Main St Suite E Daphne AL 36526 (251) 978-9779	INSURER B: Chubb Indemnity Insurance Co. — 12777 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES RO **CERTIFICATE NUMBER:** Cert ID 1935 (15) **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	Y	Y	BLS58799393	05/01/2023	05/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	N/A	Y	71796820	05/19/2023	05/19/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Number Project Name
PR-082-21 Mill Street Drainage And Playground

City of Mobile is included as an Additional Insured in respect to General Liability. 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, Workers Compensation and Employer's Liability. 30 Day Notice of cancellation non-renewal or material change shall apply.(except for 10 days for non-payment)

CERTIFICATE HOLDER

moconnell@liebengineering.com

City Of Mobile
Architectural Engineering Department
P O Box 1827

Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lee Walker

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AGENDA ITEM SUMMARY SHEET

Agenda of:10/17/2023

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
7/17/2023	
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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User Notes:

§ 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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.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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.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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§ 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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User Notes:

§ 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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User Notes:

(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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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User Notes:

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:10/17/2023

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	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

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

***** 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:10/17/2023

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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.45.20.3030.3035.3030.0000.0000.44020. Review: Buyer: 910519540 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	Acct No:
	1000.45.20.3030.3035.3030.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	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	5.00	19.80000	99.00
	INTERIOR, PRYMAL 2	GALLON		
	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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Delivery Reference
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Deliver To
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MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

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
850 OWENS STREET

MOBILE, AL 36604

Delivery Reference
BRENDA PARKER

Deliver To
PUBLIC BUILDINGS
850 OWENS STREET

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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			
011	CORNERS OUTSIDE, COVE BASE, AS SPECIFIED: Additional Description Notes --- VENDOR TO SUPPLY 4" OUTSIDE CORNER RUBBER BASE 1 CTN (25) QUOTE 80-10092023 Vendor Item Inventory Item/Loc 5052	25.00 EACH	5.28000	132.00
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

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			
012	DOOR FRAME, AS SPECIFIED: 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	4.00 EACH	361.40000	1445.60
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

Vendor

Ship To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604

Delivery Reference
BRENDA PARKER

Deliver To
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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			
013	DOOR AS SPECIFIED: 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	4.00 EACH	2210.00000	8840.00
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

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			
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

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			
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

Vendor

Ship To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604

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BRENDA PARKER

Deliver To
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10/04/23	00000				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

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850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
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

Vendor

Ship To
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850 OWENS STREET

MOBILE, AL 36604

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Deliver To
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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
	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:10/17/2023

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	

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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: 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? (Mandatory in NH) Y / N [ ] N / A If yes, describe under DESCRIPTION OF OPERATIONS below						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

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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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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.

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 (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:10/17/2023

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:_____

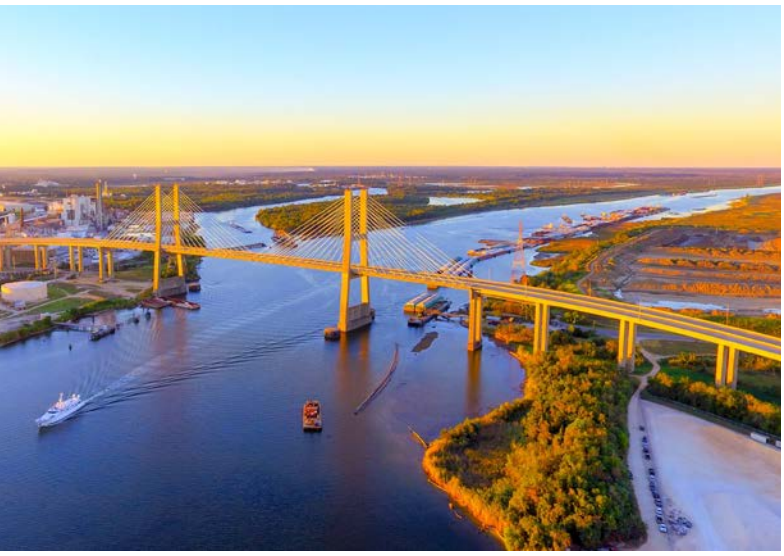
Authorized Agent Name (PRINTED):_____

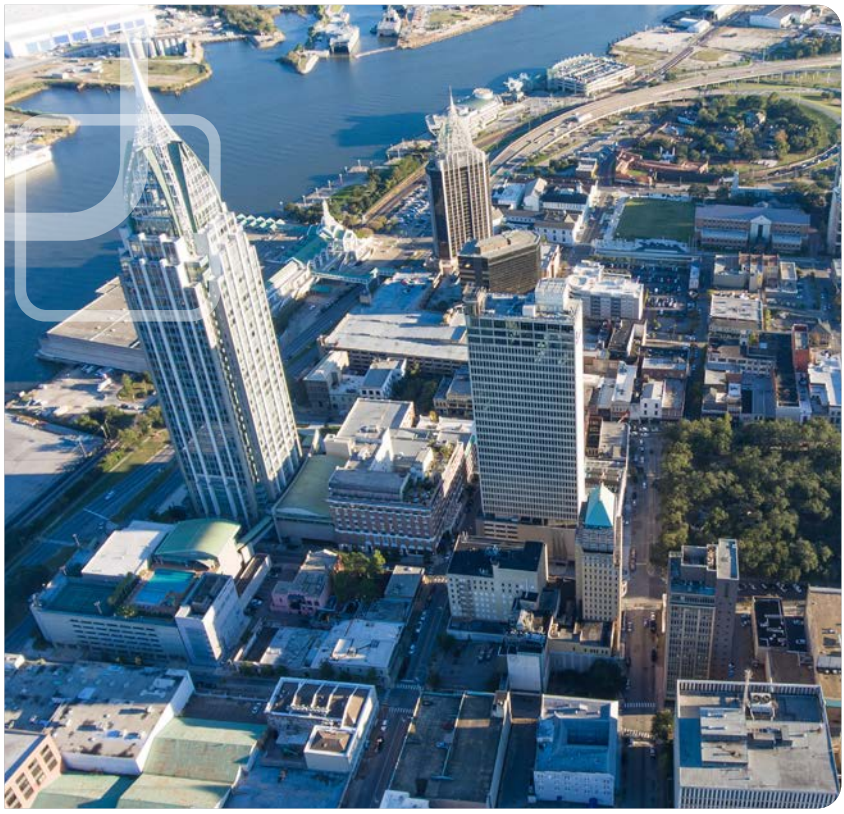
Signature:_____

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.

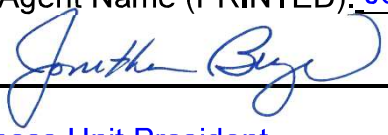
SIGNATURE

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.

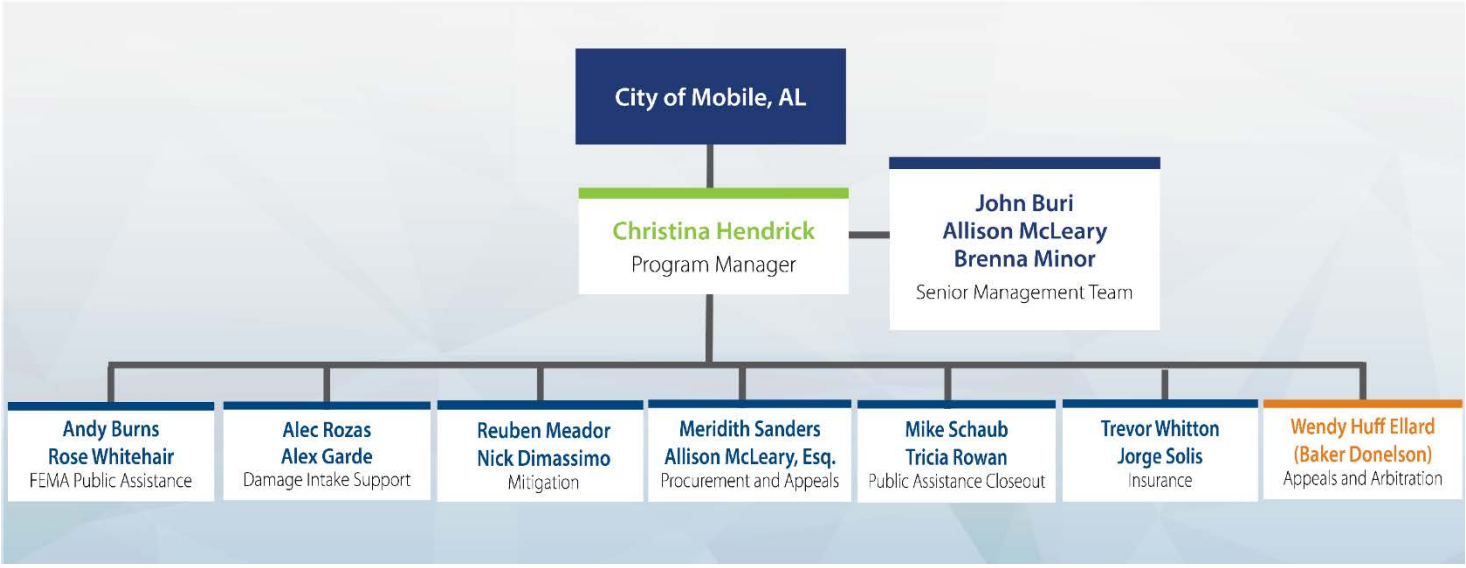
Baker Donelson – Legal Support

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.**

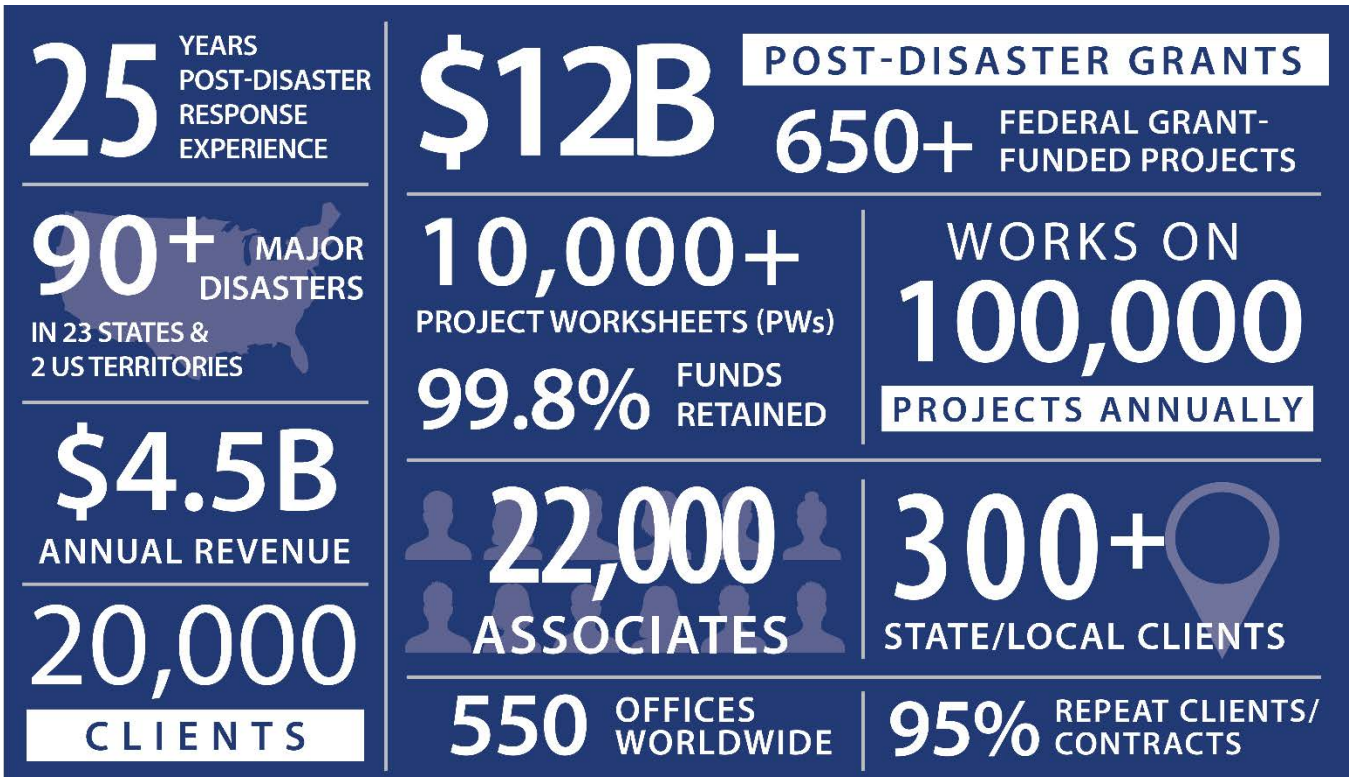


Deep Bench of Qualified Staff

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

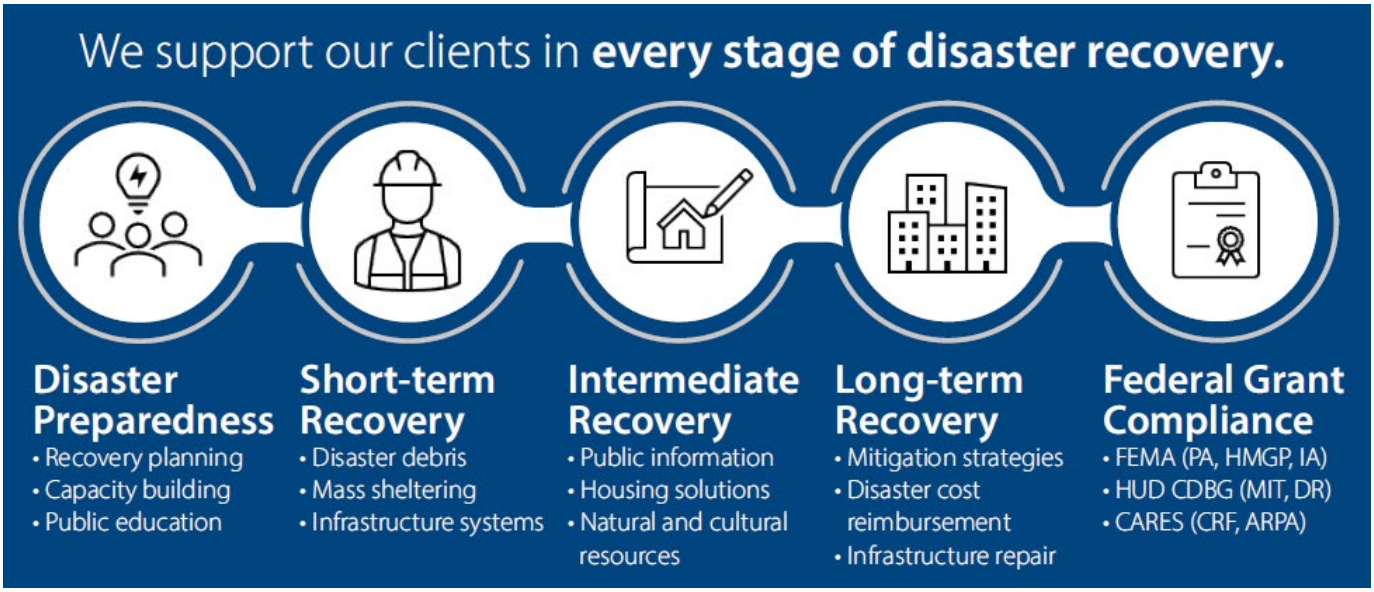
Our team maintains strong relationships with many of the lead federal coordinating officers, PA/IA officers, and other staff. Regular interface and communication with FEMA at the headquarters, regional, and local levels allow our team to obtain quick responses on guidance and issues.

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

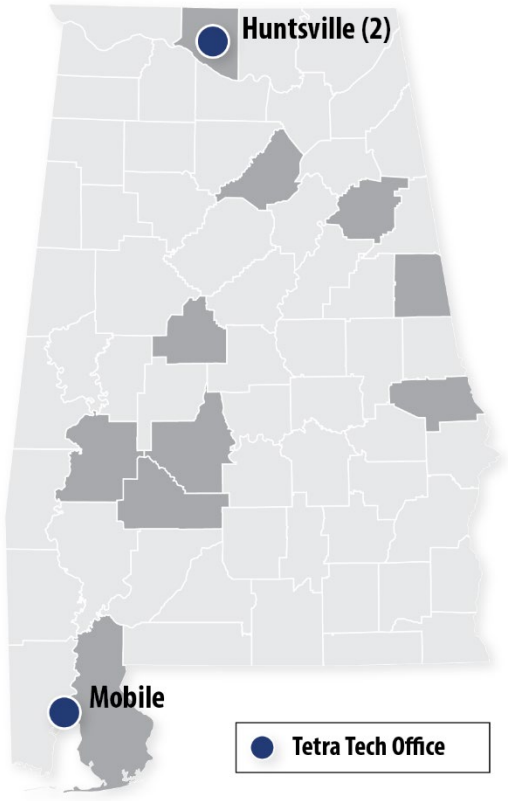
For this engagement, Tetra Tech anticipates that majority of reimbursement will be pursued through FEMA Programs. Our team holds comprehensive qualifications in working both for and with FEMA. Tetra Tech maintains six current contracts directly supporting FEMA, in addition to our routine work with FEMA 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

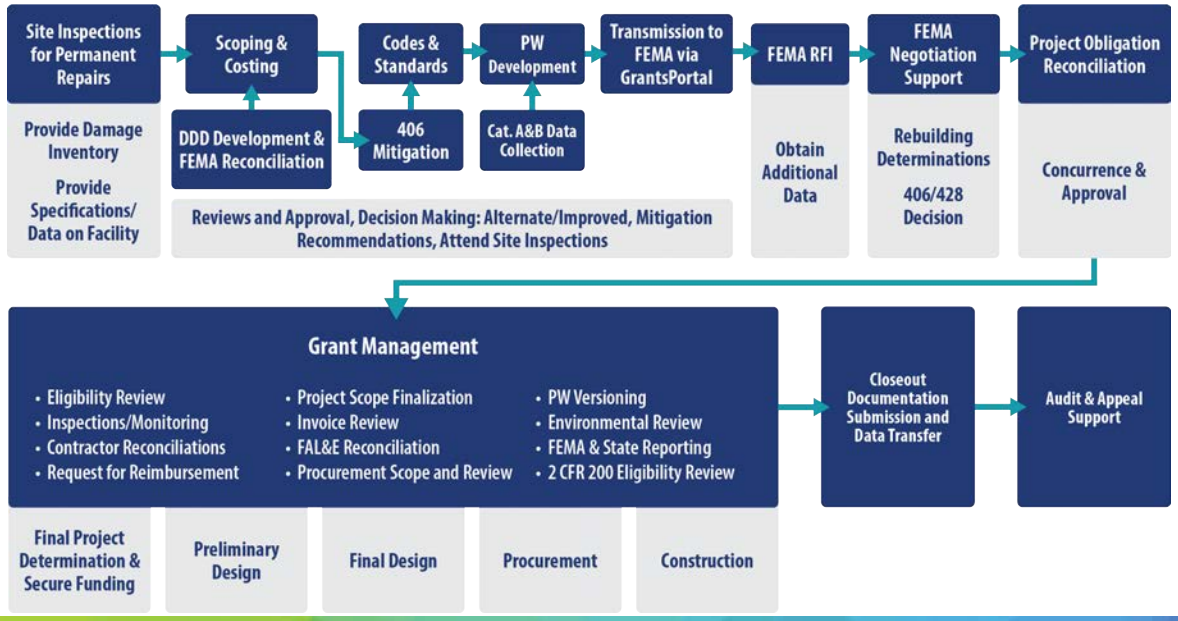
Tetra Tech understands that the City of Mobile is vulnerable to a myriad of hazards that can cause catastrophic damage and result in a presidential disaster declaration. If the City is determined eligible for FEMA PA, Tetra Tech may be activated to provide grant management services, upon the City's notice 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:

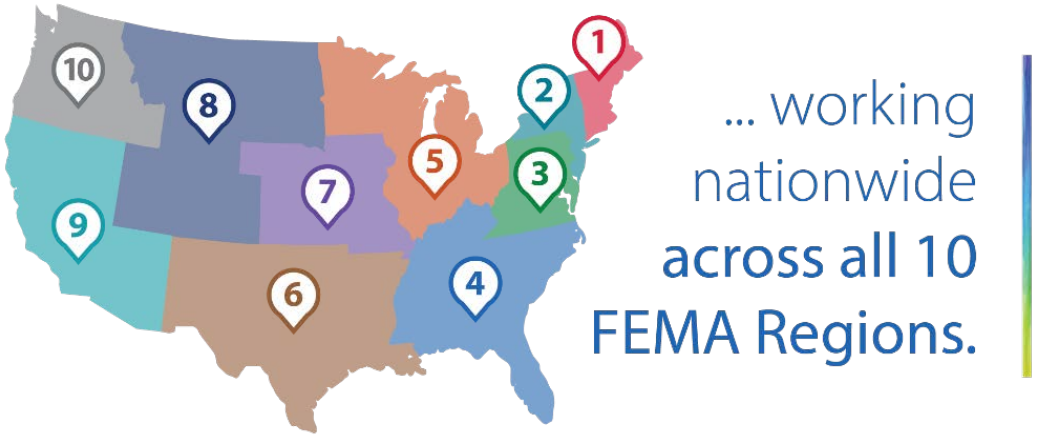
- Organizational reporting between Tetra Tech, City staff, and federal agencies
- Timeline of key events (e.g., mobilization of Tetra Tech staff, timing for initial Tetra Tech meetings with the City, completion of applicant PW formulation, etc.)
- Roles and responsibilities and reporting structure of 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

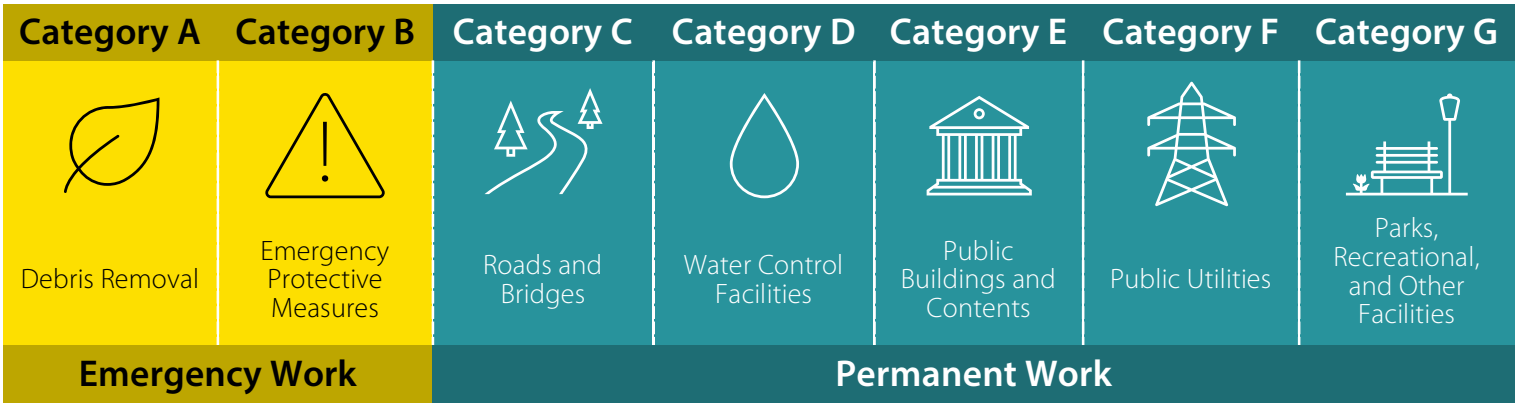
		• Develop cost estimate and other inputs required for presidential disaster declaration • Develop operational plan for disaster-specific issues
H + 1 Week	**Stabilize response**	• Receive approval for PA Work Plan • Develop training protocols • Plan and schedule applicant kickoff meetings • Begin weekly 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.

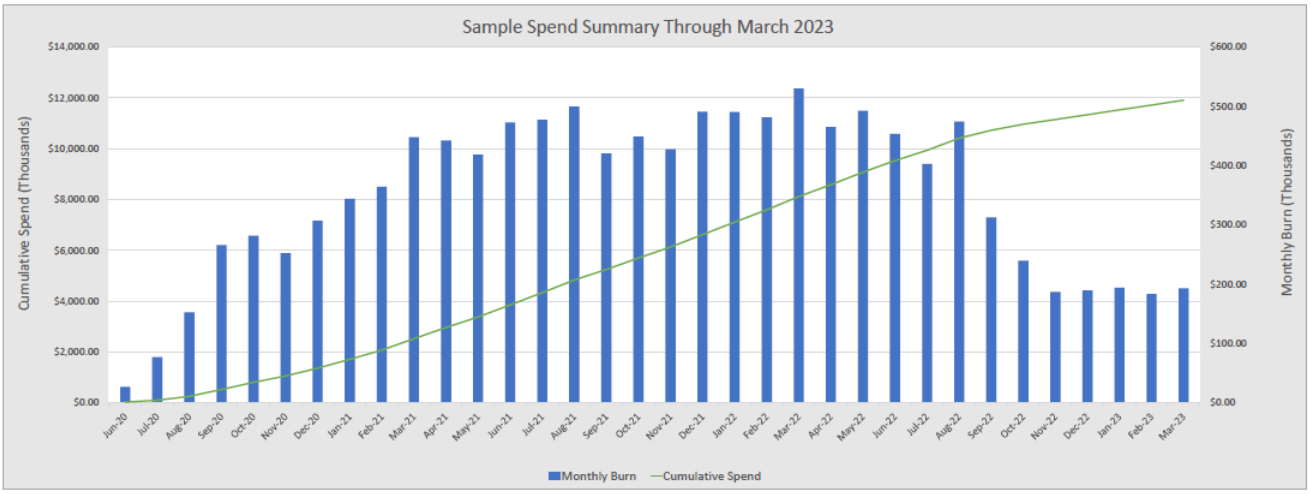
In a catastrophic disaster, the City may be faced with managing hundreds of millions of dollars from federal agencies such as FEMA, FHWA, and HUD for thousands of applicants. The Tetra Tech team has experience in working both on the grantee and subgrantee levels to track the drawdown of such payments 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

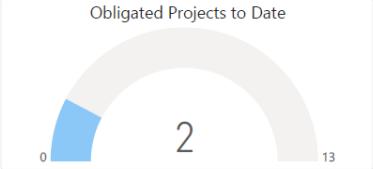
We will maintain all project financial information using our robust and audit-tested enterprise resource program, TetraLinx. Oracle-based TetraLinx is a fully integrated accounting and financial management relational database that provides the Tetra Tech team and client staff with fast and reliable retrieval 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.

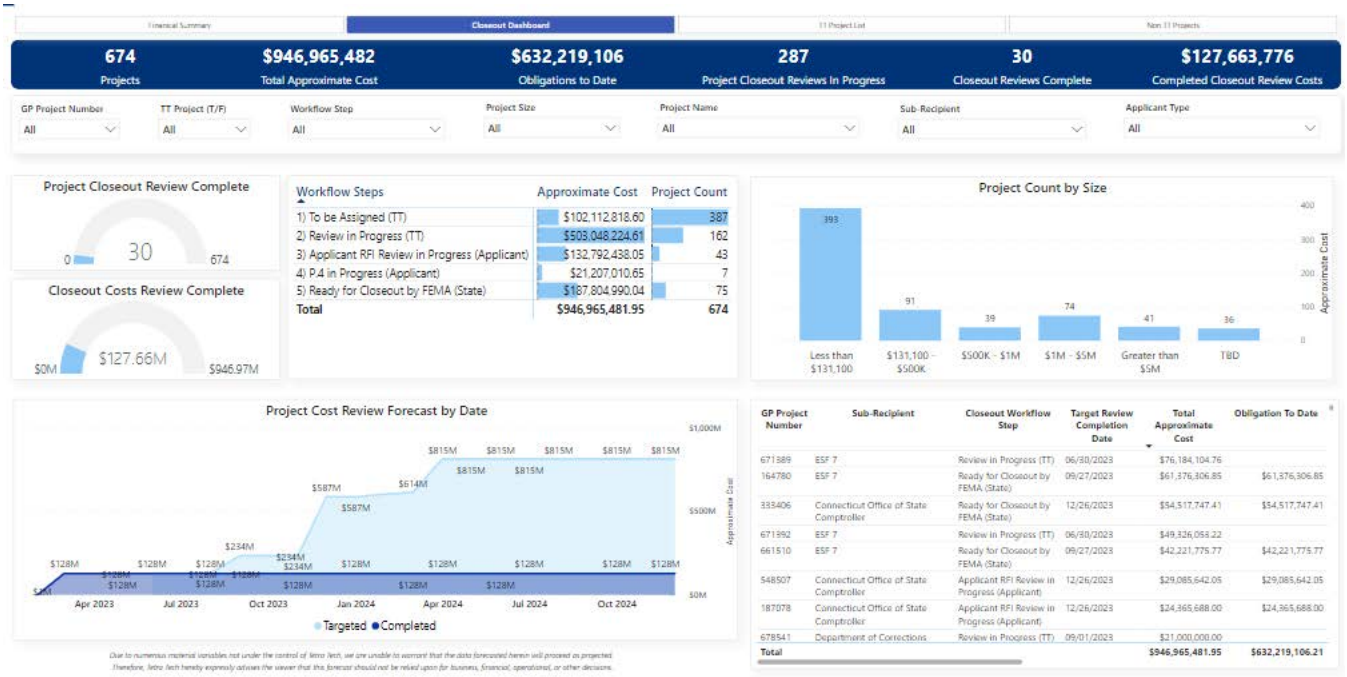
Tetra Tech is prepared to conduct final inspection activities alongside the City. The purpose of the final inspection is to document that work was completed according to the PW scope of work and that all regulatory clearances have been satisfied. In addition to physically conducting the final inspections 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.

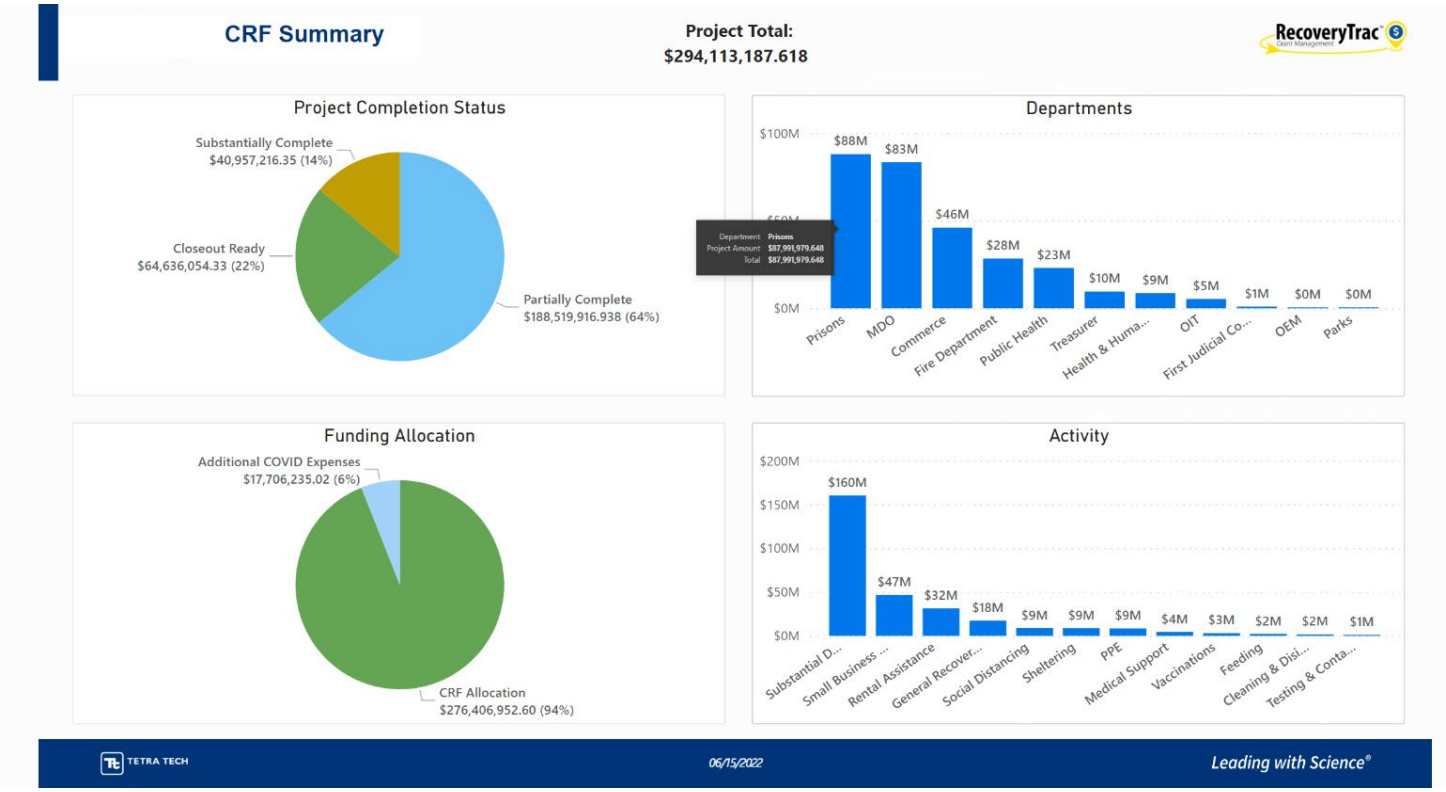
Dashboard Reporting

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.

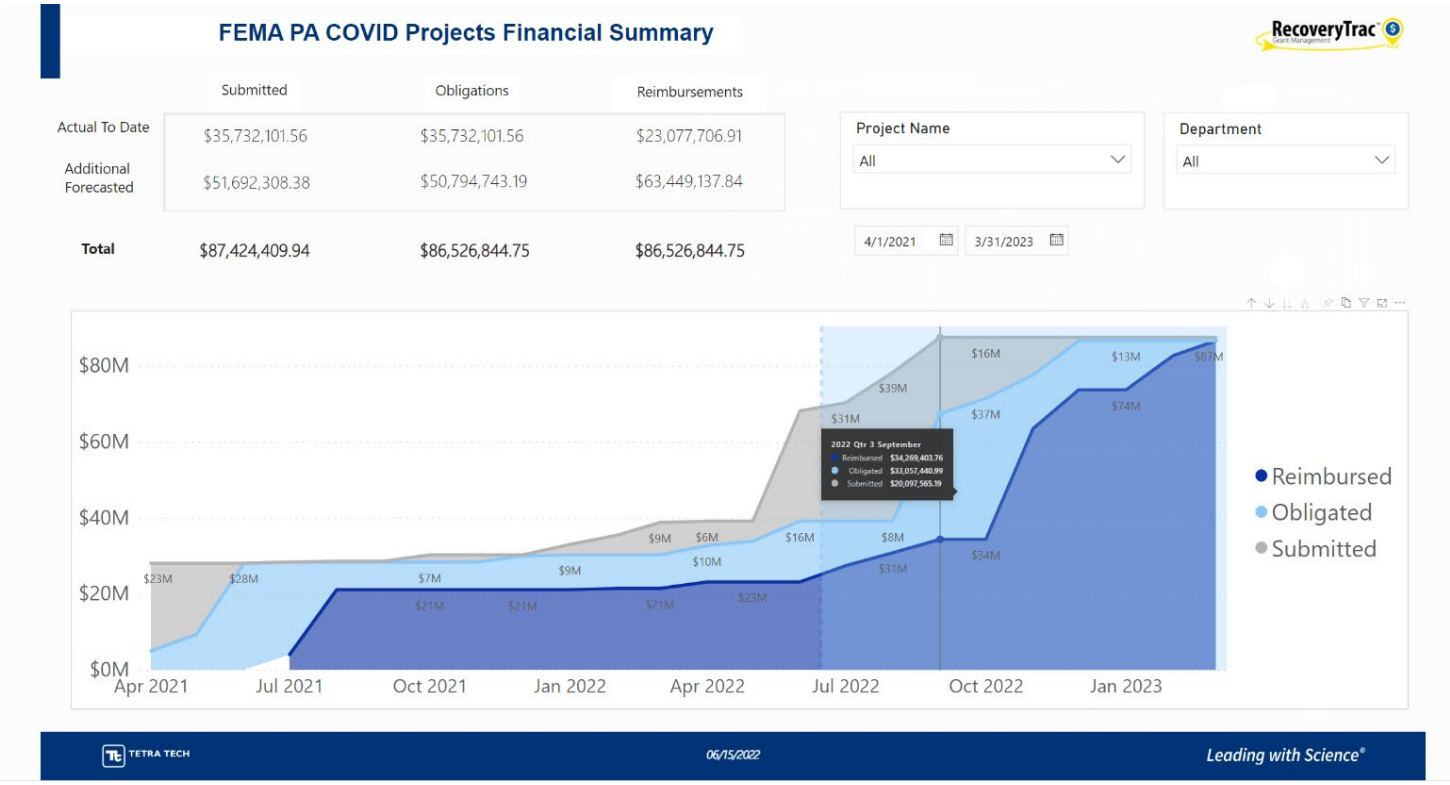
Weekly Status Meetings

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



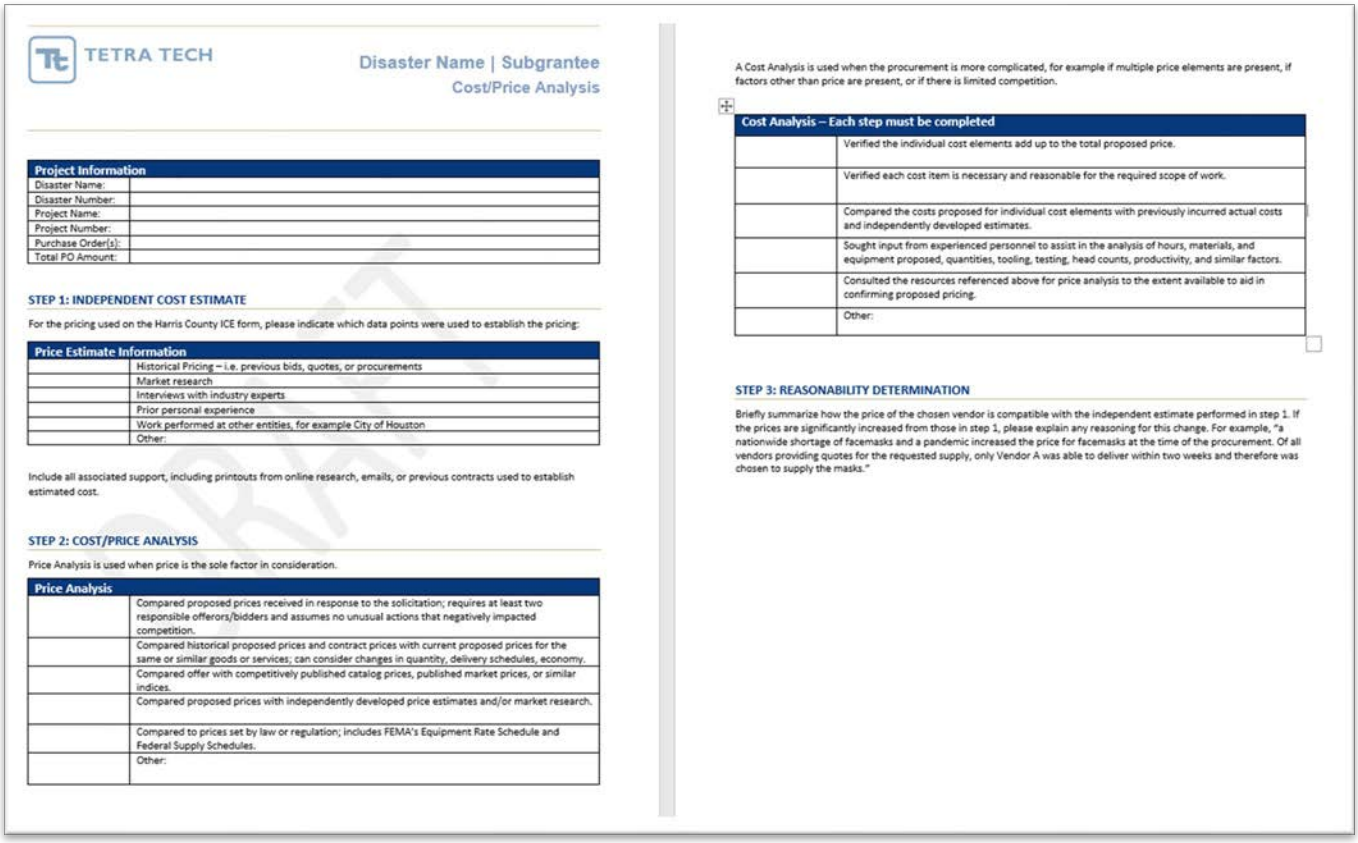
Annual Performance Reports

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

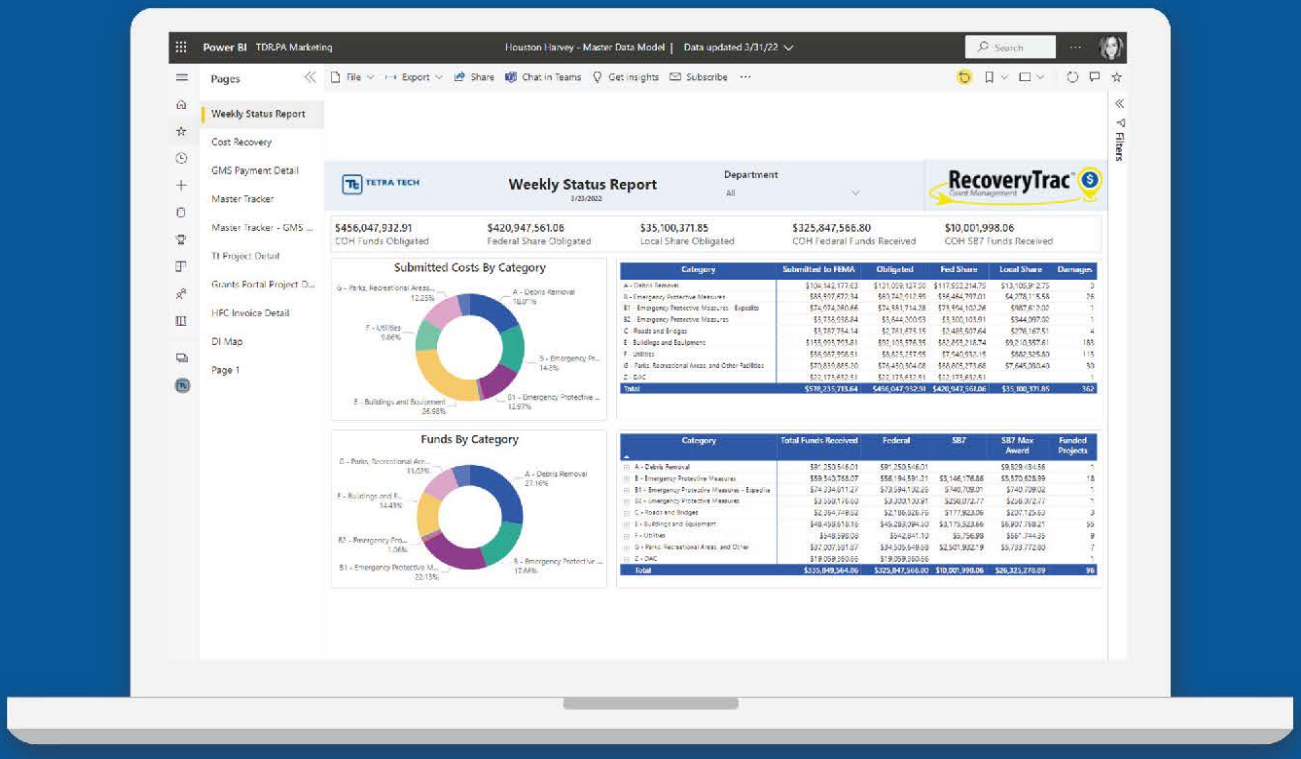
Regulatory agencies can quickly search and review electronic project data files.

Enhanced Reporting

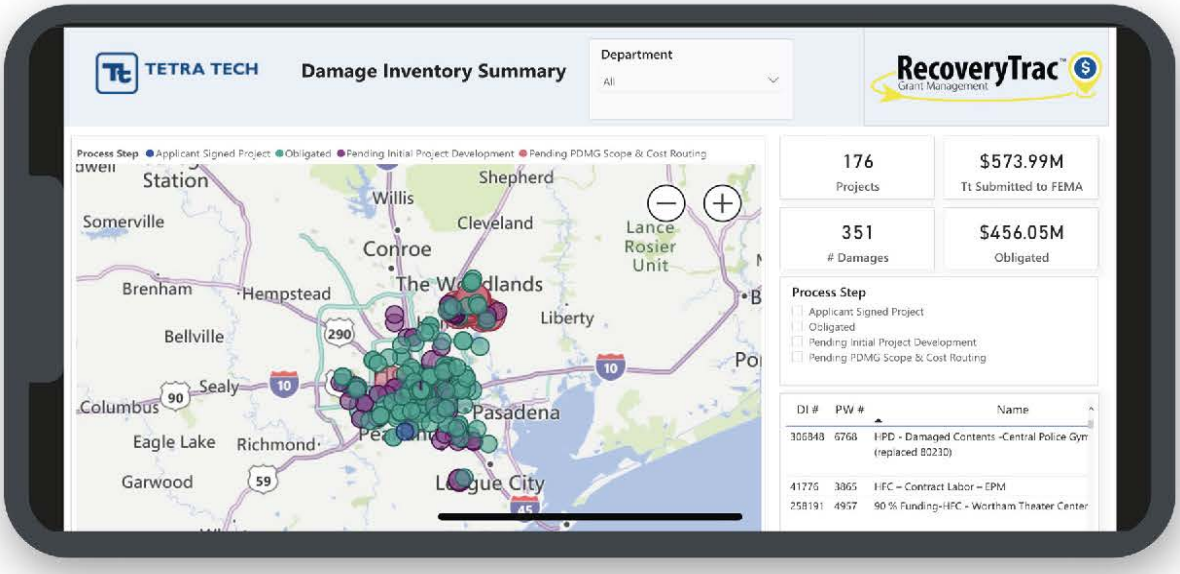
Fully customizable data control facilitates custom reporting for all recipients.

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)

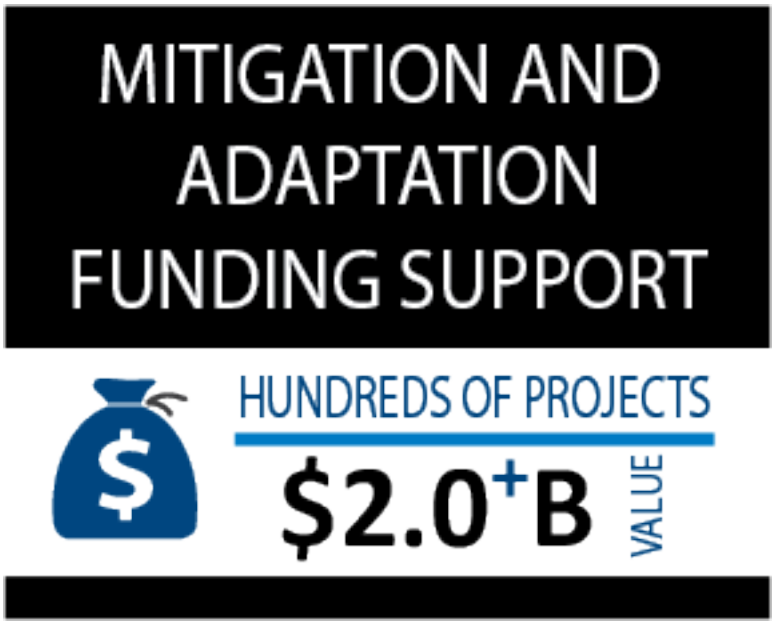
Identification of Alternative Sources of Funding

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

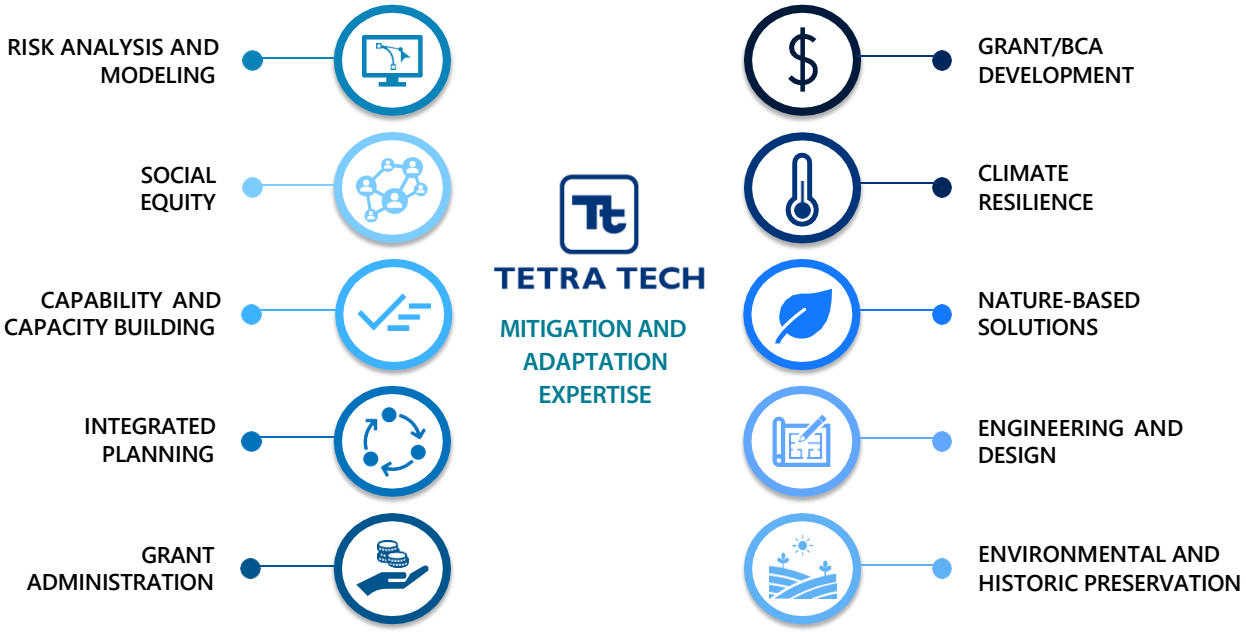
Hazard mitigation is an essential tool to break the cycle of damage due to disasters. Tetra Tech is a leader in assisting states and municipalities in hazard mitigation planning and program execution. As the recovery to a disaster begins or preparations are made prior to a future disaster, it is critical 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

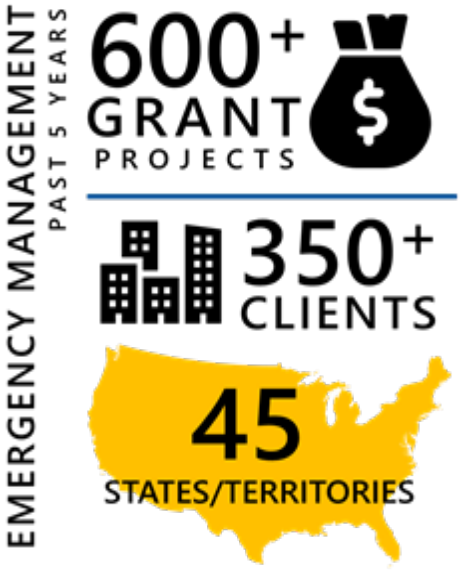
With all permanent work PA projects, the Subrecipient has the option to request hazard mitigation measures as part of the project – termed a hazard mitigation proposal (HMP) – which can be funded up to an equivalent amount of 100% of the eligible repair or replacement costs. Where an HMP is 15% or less 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



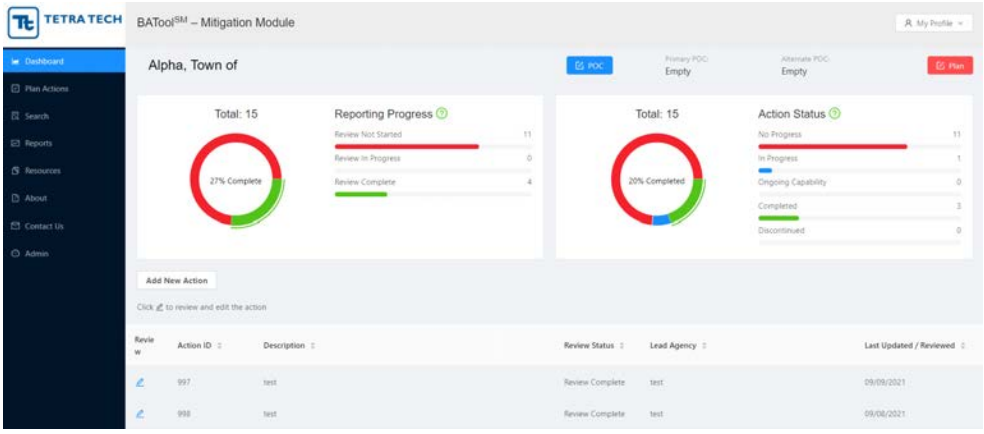
Tetra Tech has supported communities in both blue-sky and post-disaster scenarios to prioritize mitigation and adaptation projects and evaluate and align the best funding sources (federal, state, regional, local, and private) for implementation to ensure our clients achieve their resilience goals. Our 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).



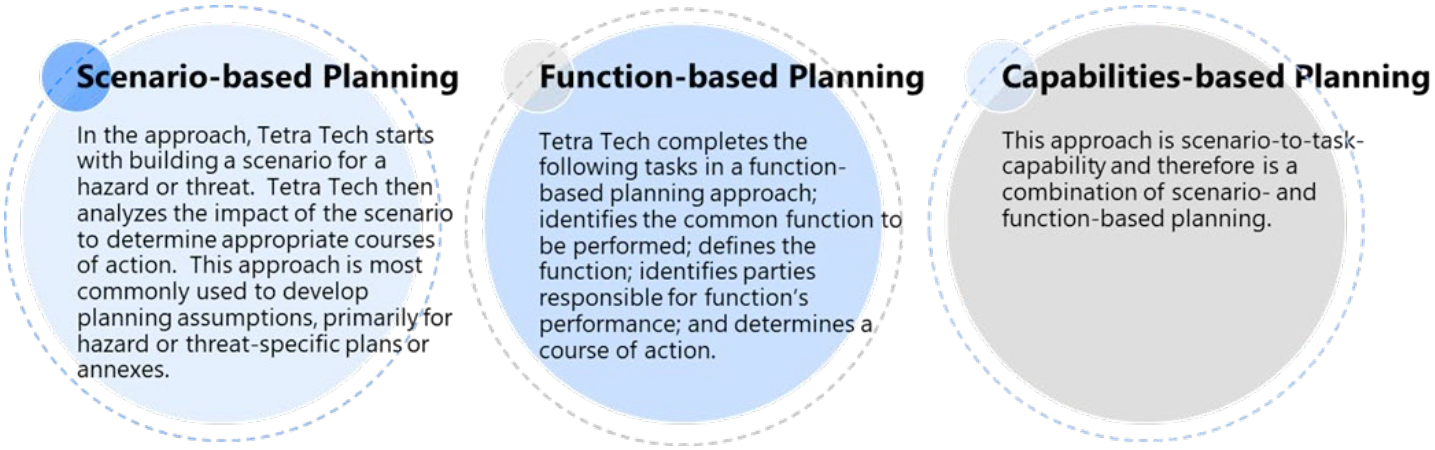
Graphic Source: CPG 101

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.

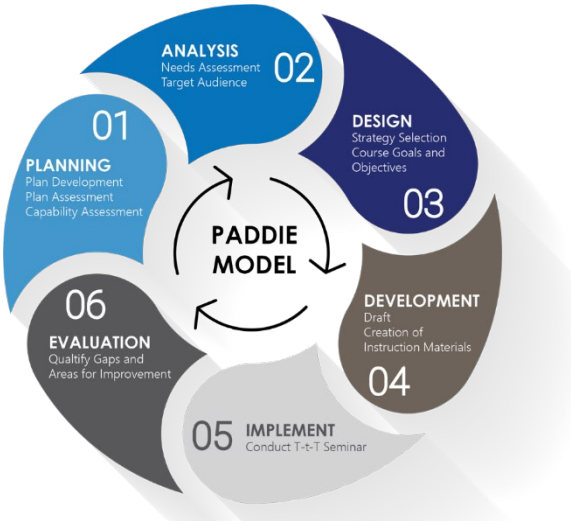
Tetra Tech's team has experience in conducting comprehensive community vulnerability assessments to identify and prioritize underserved areas for planning, response, mitigation, and community outreach through the lens of equity. Through our robust stakeholder and community engagement process, we are 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.

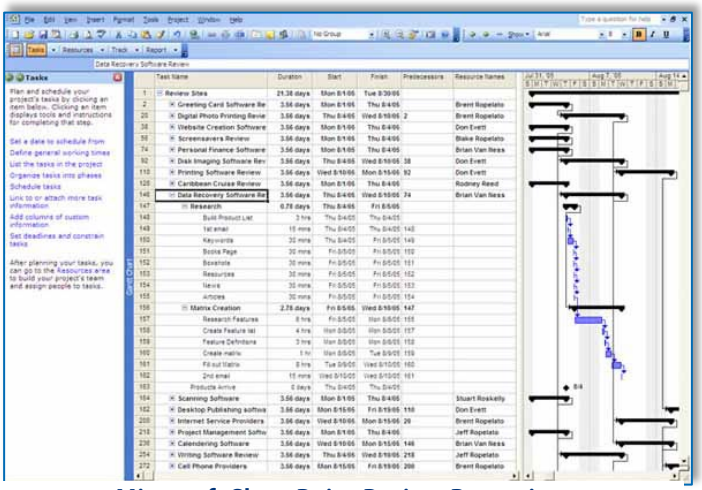
Tetra Tech's managers and engineers have completed numerous critical infrastructure projects for wastewater treatment plants, water and sewer infrastructure, road improvements, drainage, and coastal restoration projects for municipalities and private clients. A paramount responsibility of this work involves 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.

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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.

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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:10/17/2023

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