



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, October 10, 2023, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

Father Thomas Heard, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**

6. **APPROVAL OF MINUTES**

October 3, 2023

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

Request of Wesley Davis, Jr. for a waiver of the Noise Ordinance at Trinity Gardens Park, on October 29, 2023, from 6:00 a.m. - 4:00 p.m. (District 1).

Request of Amanda Whatley for a waiver of the Noise Ordinance at Bienville Square on May 18, 2024, from 2:00 p.m. - 5:00 p.m. (District 2).

Request of Patricia Beard for a waiver of the Noise Ordinance at 762 Marine Street on October 13-14, 2023, from 2:00 p.m. - 9:30 p.m. (District 3)

Request of Nakia Hollis for a waiver of the Noise Ordinance at 2705 Griffith Circle, on October 21, 2023, from 7:00 p.m. - 11:00 p.m. (District 3).

Request of Braxton Gilbert for a waiver of the Noise Ordinance at Medal of Honor Park, on October 14, 2023, from 9:00 a.m. - 1:00 p.m. (District 6).

10. **PUBLIC HEARINGS**

Public hearing to consider approval of a Conditional Use Permit to allow a home-based day care in an R-1 property located at 611 Shannon Street (District 5).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Danny Corte - Provide an update on the Mobile Sports Authority.

Christine Dallas - Request the release of the bodycam footage concerning the death of Jawan Dallas.

Sabrina Mass - Address her concerns about bailiffs blocking citizens from sitting in Municipal Court as spectators.

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

12. RESOLUTIONS HELD OVER

01-1099 Authorize agreement with Michael McDonald to provide racquet stringer services for Parks and Rec. Dept.; NTE \$70,000.00 per year (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

08-1100 Approve purchase order to FIS Outdoor for fertilizer for parks maintenance; \$20,034.97 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

14-1102 Approve an application seeking permission to incorporate a Capital Improvement Cooperative District and authorizing such incorporation (sponsored by Councilmember Carroll) (submitted by Michael Linder, Council Attorney).

21-1103 Authorize contract with Canon Solutions America, Inc. for print services and supplies for MFRD; \$30,000.00 per year for 3 years (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1104 Authorize contract amendment with Chris Francis Tree Care, LLC for city-wide tree maintenance and removal services; NTE \$1,500,000.00 (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

60-1105 Consent to the designation of a portion of Church Street, from the intersection of McDonald Avenue to 160 feet east of the intersection of McDonald Avenue, as a one-way street (sponsored by Councilmember Carroll) (submitted by Jennifer White, Traffic Engineering Dept.).

13. ORDINANCES BEING INTRODUCED

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).

14. CONSENT RESOLUTIONS BEING INTRODUCED

31-1108 Authorize an application to the U.S. Department of Energy's Office of State & Community Energy Programs for the placement of a Fellow to assist the Office of Resiliency (no cost for the fellowship and no local match) (sponsored by Mayor Stimpson) (submitted by Casi Calloway, Resilience Office).

37-1109 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Central Stop; 7081 Howells Ferry Road (sponsored by Councilmember Gregory).

58-1110 Declare weeds noxious, Group 1648.

60-1111 Approve award of special bonus to the Parks and Recreation Employee of the Month; Peterson (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

60-1112 Approve award of special bonus to the Public Services Department Employee of the Month; Lynn (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

60-1113 Approve award of special bonus to the Public Works at Large Employee of the Month; Mask (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works Dept.).

60-1114 Determine an appropriation to Booker T. Washington Middle School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1115 Determine an appropriation to Miss Alabama Foundation, d/b/a Miss Mobile Bay, serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1116 Determine an appropriation to Toulminville-Crichton Community Development Corporation serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1117 Determine an appropriation to Trinity Gardens Community Civic Club serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1118 Determine an appropriation to Trinity Garden Falcons Athletics serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1119 Determine an appropriation to Marching Cougars Band Booster Club serves a public purpose and approve payment (sponsored by Councilmembers Penn and Daves) (submitted by Donna Bryars, Accounting Dept.).

60-1120 Determine an appropriation to United Way of Southwest Alabama, Inc. serves a public purpose and approve payment (sponsored by Councilmembers Penn and Daves) (submitted by Donna Bryars, Accounting Dept.).

60-1121 Determine an appropriation to The Child Advocacy Center, Inc. serves a public purpose and approve payment (sponsored by Councilmembers Carroll, Reynolds and Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1122 Determine an appropriation to CC's Classic Catering, LLC serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1123 Determine an appropriation to Jubilee Youth Service Leadership Academy serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

15. CIP RESOLUTIONS BEING INTRODUCED

08-1124 Approve purchase order to Vulcan Construction Materials, LP for limestone for Helen Wood Park; \$43,043.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

16. RESOLUTIONS BEING INTRODUCED

01-1125 Authorize Funding Agreement for USA Whidden 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 Carroll 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.).

17. CALL FOR PUBLIC HEARINGS

41-1136 Call for public hearing to rezone property located at 6137 Todd Acres Drive from B-5 and I-2 to B-5 (scheduled for November 14, 2023 (District 4).

41-1137 Call for public hearing to consider a modification of a previously approved planning approval for property located at 65 North Mobile Street (scheduled for November 14, 2023) (District 1).

41-1138 Call for public hearing to consider a modification of a previously approved Planned Unit Development for property located at 65 North Mobile Street (scheduled for November 14, 2023) (District 1).

18. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

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

10/5/2023 -
10:28 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

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

10/5/2023 -
10:27 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

Lisa C. Lambert, City Clerk

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

Davis

Cover Memo

10/4/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

10/4/2023 -
11:39 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: WESLEY D. DAVIS JR
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-442-7341

Organization (if applicable) NAZAREE FULL GOSPEL CHURCH

Mailing Address of Applicant 1695 W. 1-65 SERVICE RD NORTH 36618

Telephone No. 251-478-9948 E-mail address pastor@nazareefullgospelchurch.org

Location or address of event where amplification will be used:

TRINITY GARDENS PARK MIKE DOW AMPHITHEATER

Date of Event: 10-29-23 Starting Time: 6:00 am Ending Time 4:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: CHURCH SERVICE

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

DL



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Whatley	Cover Memo	10/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/4/2023 - 11:42 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: Amanda Whatley

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-721-0703

Organization (if applicable) _____

Mailing Address of Applicant 122 Mohawk St., Mobile, AL 36606

Telephone No. 251-721-0703 E-mail address whatley.amanda@gmail.com

Location or address of event where amplification will be used:

Bienville Square

Date of Event: 05/18/24 Starting Time: 2:00 p.m. Ending Time 5:00 p.m.
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Wedding ceremony

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

Music containing obscene language or profanity is prohibited

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

DD



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Beard	Cover Memo	10/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/4/2023 - 11:53 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 a.m. 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:

Patricia T. Beard

PLEASE PRINT ALL INFORMATION

Home Phone Number:

Cell Number:

(251) 382-5648

Organization (if applicable):

Mailing Address of Applicant:

762 Marine Street

Telephone No.:

(251) 382-5648

E-mail address:

PatriciaBeard9@gmail.com

Location or address of event where amplification will be used:

762 Marine Street

Date of Event:

10-13-10-14

Starting Time:

2:00

Ending Time:

9:30

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

Type of Event:

62 Birthday Party

Do you plan to sell alcohol at this event?

YES

☒ NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

2 day Party will be respectful
Both Days 10-13-2023 10-14-2023



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Hollis	Cover Memo	10/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/4/2023 - 11:57 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 a.m. 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: Nakia Hollis / Theresa Hayes
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251 648-1085 Cell Number: 251 545-1435

Organization (if applicable) Halloween Party

Mailing Address of Applicant 2705 Griffith Circle Mobile Alabama 36606

Telephone No. 251 648-1085 E-mail address theresahayes809@gmail.com

Location or address of event where amplification will be used:

2705 Griffith Circle Mobile Alabama 36606

Date of Event October 21 Starting Time: 7:00 Ending Time 11:00
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Halloween Party

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

Music containing obscene language or profanity is prohibited

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

D3



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Woods

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Gilbert	Cover Memo	10/4/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/4/2023 - 11:58 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 a.m. 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: Braxton Gilbert / Fitstate

PLEASE PRINT ALL INFORMATION

2516352906

Home Phone Number: _____ Cell Number: _____

Organization (if applicable) _____

1121 dawes rd mobile al 36695

Mailing Address of Applicant _____

Telephone No. _____ E-mail address braxton@fitstate.com

Location or address of event where amplification will be used:
Medal of Honor Park / Cottage Hill Park

Date of Event: 10/14/23 Starting Time: 9am Ending Time 1pm

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

Kickball game

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

DLP



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

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

10/5/2023 - 1:30
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

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

10/5/2023 - 1:27
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Christine Dallas

Cover Memo

10/5/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

10/5/2023 - 9:10
AM

CityofMobile.org: Addressing City Council Submission

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

Wed 10/4/2023 10:50 PM

To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Christine Dallas

Date To Address Council: 2023-10-10

Address: 10523 Beverly Rd Irvington AL 36544

Email: christinedallas312@gmail.com

Phone: ,2515455606

Subject And Specific Questions: The death of Jawan Dallas and release of body cam

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

Signature: Christine Dallas

Signature Verify: X

Agree: X

Date Submitted: 2023-10-04 22:50:27

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



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Mass

Cover Memo

10/5/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

10/5/2023 - 2:02
PM

CityofMobile.org: Addressing City Council Submission

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

Thu 10/5/2023 1:44 PM

To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Sabrina Mass

Date To Address Council: 2023-10-10

Address: 10500 Belvedere circle west

Email: texast750@gmail.com

Phone: 251 656 4049

Subject And Specific Questions: Address the city on subject that courts at Government plaza are blocking spectators from sitting in court, this is against the law unless it is a grand jury. THIS NEEDS TO BE ADDRESSED AND CORRECTED IMMEDIATELY, I HAVE WITNESSED THIS HAPPENING FOR 2 YEARS..BAILIFFS ARE BLOCKING TAX PAYERS FROM ENTERING...ABUSE OF POWER...

Pertain To City Business: It is city and citizen business.

Signature: Sabrina Mass

Signature Verify: X

Agree: X

Date Submitted: 2023-10-05 13:44:46

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



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

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Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Hill

Cover Memo

10/5/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

10/5/2023 - 2:36
PM

From: [RJHILL II](#)
To: [Gauthier, Lana](#)
Subject: 10/10 Agenda
Date: Thursday, October 5, 2023 1:47:16 PM

CAUTION: External Email

Good afternoon. Excuse the informal note. I am away from my laptop, momentarily.

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

I will be addressing FY24 Budget Amendments as it pertains to Public Safety; Housing; & Contracting.

Thank you for your attention to this matter & your continued service.

Kindest Regards,

Reginald J. Hill, II - M. Ed.
256.665.6748



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

KIM CARMODY, DIRECTOR OF PARKS AND RECREATION

Sponsored by:

MAYOR SANDY STIMPSON

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
MICHAEL MCDONALD STRINGER RESOLUTION	Cover Memo	9/25/2023
MICHAEL MCDONALD CONTRACT	Cover Memo	9/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Carmody, Kim	Approved	9/25/2023 - 12:36 PM
Budget	Sapp, Celia	Approved	9/25/2023 - 4:34 PM
Legal	Kern, Chris	Approved	9/26/2023 - 9:58 AM
Legal	Kern, Chris	Approved	9/26/2023 - 9:58 AM
Mayors Office	Montgomery, Brandi	Approved	9/28/2023 - 2:16 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Michael McDonald to provide racquet stringer services for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed \$70,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk



Professional Services Contract City of Mobile

Mobile Tennis Racquet Stringing

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 Michael McDonald (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of restringing tennis racquets, 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

A. Contractor agrees that it will provide the services as described below and in the terms contained this Agreement shall control.

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the services.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the Exhibit A. The total amount of this contract should not exceed \$70,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months or three years.

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 ventures, 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. All designs, logos, artwork, graphics, 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.

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 agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. The City's representative for purposes of this Agreement is the Director, Mobile Tennis Center. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Michael McDonald
4210 Burma Hills Drive
Mobile, Alabama 36693

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.

CITY OF MOBILE, A Municipal Corporation

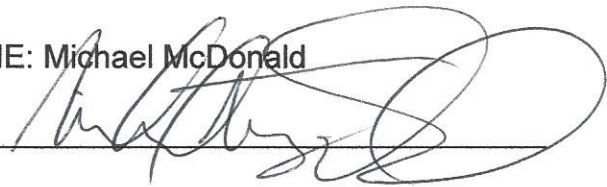
BY: _____
Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

NAME: Michael McDonald
BY: 

Date: 9/25/23

Its Racquet Stringer (Title)

Exhibit: RACQUET STRINGING LABOR

Exhibit A Statement of Work

1. Contractor will possess and maintain proficiency in the stringing of tennis racquets, and apply the methods and practices recommended by the United States Racket Stringers Association stringers manual. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.
2. Contractor will perform all stringing work for City at the City's Tennis Center Pro Shop, using City provided equipment and supplies, unless otherwise specifically agreed to.
3. Contractor will maintain a professional appearance and demeanor at all times while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.
4. Contractor will work on a schedule as mutually agreed upon with the City. City will task Contractor in an agreed-upon manner most efficient for the timely completion of work in compliance with customer expectations. Contractor is not guaranteed a minimum amount of work.
5. Contractor is expected to perform the services requested in a timely manner, with the objective that racquets received before 2:00 pm will be completed before the end of the shop's regular business hours that day.
6. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.
7. City will pay Contractor \$15 per racket Contractor strings. Contractor will not solicit or otherwise encourage the payment of tips or other gratuities from customers.
8. Contractor will invoice City, and City will pay Contractor, weekly for the number of rackets strung the previous week



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to FIS Outdoor for fertilizer for MPRD.
General fund.

Amount of Contract:

\$20,034.97

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230926 FIS Agenda Package POs	Cover Memo	9/26/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	9/28/2023 - 2:17 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.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>15157</u>	2023	(2012) PARKS MAINTENANCE	FERTILIZER FOR MPRD (PRICE QUOTE)	\$20,034.97	<u>(296333) FIS</u> <u>OUTDOOR</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015157-00 FY 2023 PO 23014279 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 1
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Vendor FIS OUTDOOR 5900 S LAKE FOREST DR STE 400 MCKINNEY, TX 75070 Tel#407-995-9095 Fax 407-995-9793	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/21/23	296333				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

General Notes

PRICE QUOTE PER AUSTIN LONG. CONTACT CATHY HANKINS 251-208-1602 OR DAN OTTO 251-208-1604 FOR DELIVERY INSTRUCTIONS.

001 FERTILIZER 15-0-15 FAIRWAY GRADE (SGN 200) SULFUR COATED UREA AT 75% SLOW RELEASE WITH .38% PRODIAMINE. 50LB BAGS.	17.00 TON	831.53000	14136.01
--	-----------	-----------	----------

1 1000.40.20.2030.2012.2005.0000.0000.44020.	14136.01
--	----------

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

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

002 FERTILIZER 15-0-15 FAIRWAY GRADE (SGN 200) SULFUR COATED UREA AT 75% SLOW RELEASE, 50LB BAGS.	9.00 TON	655.44000	5898.96
---	----------	-----------	---------

1 1000.40.20.2030.2012.2005.0000.0000.44020.	5898.96
--	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015157-00 FY 2023 PO 23014279 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 2
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Vendor FIS OUTDOOR 5900 S LAKE FOREST DR STE 400 MCKINNEY, TX 75070 Tel#407-995-9095 Fax 407-995-9793	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/21/23	296333				PARKS MAINTENANCE

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

Requisition Link

Requisition Total 20034.97

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

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.44020.	20034.97	97653.57
PARKS MAINTENANCE EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Cancelled	09/26/23	JAMES NEESE JR	GL Allocation, GL Allocation c
Approved	09/22/23	KIM CARMODY	
Approved	09/22/23	DANIEL OTTO	Auto approved by: 910520521
Approved	09/26/23	KIM CARMODY	Auto approved by: 91055604
Approved	09/26/23	DANIEL OTTO	
Approved	09/26/23	DONALD ROSE	Auto approved by: 9105paij
Approved	09/26/23	SANDRA LEWIS	Auto approved by: 9105paij

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015157-00 FY 2023 PO 23014279 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 3
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Vendor
 FIS OUTDOOR
 5900 S LAKE FOREST DR
 STE 400

MCKINNEY, TX 75070

Tel#407-995-9095
 Fax 407-995-9793

Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Delivery Reference
 CATHY HANKINS

Deliver To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/21/23	296333				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
Approved	09/26/23 STEVEN KRONINGER		Auto approved by: 9105paij	
Approved	09/26/23 SAMANTHA COOLEY		Auto approved by: 9105paij	
Approved	09/26/23 JOHN PAINE		Approved by: 9105neej	
Approved	09/26/23 MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
 Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

Michael Linder, Council Attorney

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
resolution

Type
Cover Memo

Upload Date
9/28/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

9/28/2023 - 2:13
PM

**A RESOLUTION APPROVING AN APPLICATION SEEKING PERMISSION TO
INCORPORATE A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT
AND AUTHORIZING SUCH INCORPORATION**

Sponsored by: Councilmember Carroll, District 2

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

Section 1: That the City Council, upon evidence duly submitted to and considered by it, hereby finds and determines that the attached application has been duly filed with the governing body of the City of Mobile, that such application was signed by not less than three (3) natural persons, and that each of said persons is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama.

Section 2: That the City Council has reviewed and considered the foregoing application and has found and determined and does hereby find and determine as a matter of fact that it is wise, expedient, and necessary that the district be formed.

Section 3: That the City Council does hereby approve the proposed form of certificate of incorporation of the district attached to the foregoing application as hereinabove set forth.

Section 4: That the City Council does hereby grant permission to incorporate the district and does hereby authorize the persons making such application to form such district and file the attached certificate of incorporation in the Probate Court of Mobile County, Alabama.

Section 5: Upon proper incorporation and formation of the district, the City Council and the Mayor shall appoint directors for the district as set forth in the application and certificate of incorporation.

ADOPTED:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

3 year contract retroactive to 1 Jan 2023 for managed print services for MFRD for 47 printers charged at \$0.01914/page black & white printing (est 16,231 pgs/mo x 36 mo) and \$0.11656/page color printing (est. 4,367 pgs/mo x 36mo). Total approximate amount of \$30,000 per year.
General fund.

Amount of Contract:

Approx \$30,000 per year

Effective Date of Contract:

1/1/2023

Funding Source

Project #

Project String 1004 1510 42145

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Agenda Package Canon Print Services MFRD	Cover Memo	9/22/2023

REVIEWERS:

Department Reviewer	Action	Date
Budget Sapp, Celia	Approved	9/25/2023 - 4:35 PM

Legal	Kern, Chris	Approved	9/26/2023 - 11:21 AM
Legal	Kern, Chris	Approved	9/26/2023 - 11:21 AM
Mayors Office	Montgomery, Brandi	Approved	9/28/2023 - 2:16 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.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Canon Solutions America, Inc., for print support services and supplies for Mobile Fire Rescue Department in an approximate amount of \$30,000.00 per year, retroactively beginning January 1, 2023, for three years, at unit pricing 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

Order#: _____

Order Form

Canon Solutions America, Inc.

Remit Address: 15004 Collections Center Drive, Chicago, IL 60693

NATIONAL IPA PRICING AGREEMENT

Managed Print Services

BILL TO:

City of Mobile

P.O. Box 389

Mobile, AL 36633

Phone: (251) 208-7434

Contact: Anne Foley

Date: 1/1/2023

Renewal Term

36 Months (36, 48, 60, other)

CSA MPS Contract# 2589046

Requested Start Date: 1/1/2023

(no sooner than 10 days sfter contract order date and completion of Schedule A or B and submission of printed configuration page for each printer)

Do you require a P.O. for payment?

☒ Yes ☐ No

Is there a statement of Work ("SOW") covering additional services?

☐ Yes ☒ No

Note: Charges for additional services are billed separately.

The Printers covered under this Agreement are listed on **Schedule A, Schedule A-MICR, and/or Schedule B.**

Coverage Plan

☐ Per Unit ☒ Fleet

The initial price for the Fleet coverage plan is reflected in the table below. When selecting the Per Unit coverage plan, the Per Image Charge for each model will be reflected in Schedule A, Schedule A-MICR, and/or Schedule B.

Estimated Quarterly Print Volume		Quarterly Base Charge	Per Image Charge (Fleet)		
B & W	Color		B & W	Color	MICR
			\$0.0191	\$0.1166	

Toner Type

☒ OEM ☐ 3rd Party

(PAGE 2)

Bill To:
City of Mobile
PO Box 389
Mobile, AL 36633

TERMS & CONDITIONS

All terms and conditions apply in accordance with the National IPA, REGION 4 EDUCATION SERVICE CENTER (ESC) Contract #R171401 for Managed Print Solutions with Canon Solutions America, Inc. dated March 1, 2018.

Canon Solutions America, Inc (CSA) 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.

CSA 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.

CSA 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.

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.

LESSEE: _____ TITLE: _____ Mayor, City of Mobile DATE: _____
Sandy Stimpson

DocuSigned by:
CSA: 
08F21B177E9D467...

TITLE: SVP, Finance, Accounting & GA DATE: 09/22/2023 | 5:32 AM PDT

Attachments:

- ☒ Schedule A
- ☐ Schedule B
- ☐ Schedule A-MICR





CANON SOLUTIONS AMERICA

MPS Schedule A - Initial Listing of Covered Components

Customer Name: **City of Mobile Fire Rescue Department**

Total # of Printers on Schedule A:

48

Order Date:

January 1, 2023

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER		
1	2BP04221	Canon	Color imageCLASS MF429DW	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT			ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	Main Office			2525 Hillcrest Road			Mobile		AL	36695	CSA
2	2TA04028	Canon	Color imageCLASS MF449DW	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT			ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	ODI Room			700 Museum Drive Station 18			Mobile		AL	36608	CSA
3	3DG24581	Canon	Color imageCLASS XMF1127C	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT			ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	Station 1			6801 Overlook Road			Mobile		AL	36618	CSA
4	3DG24939	Canon	Color imageCLASS XMF1127C	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT			ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	Communications			7340 Ziegler Blvd			Mobile		AL	36608	CSA
5	3DG27753	Canon	Color imageCLASS XMF1127C	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT			ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	Fire Chief			701 St Francis Street			Mobile		AL	36602	CSA
6	3DG29300	Canon	Color imageCLASS XMF1127C	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT			ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	Seelhorst Station			5525 Commerce Blvd			Mobile		AL	36619	CSA
7	WTL18667	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT			ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	Chief of Operations			701 St Francis Street			Mobile		AL	36602	CSA
8	WTL18668	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT			ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	Chief of Staff			701 St Francis Street			Mobile		AL	36602	CSA
9	WTL18669	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT			ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	2nd Floor Hallway			701 St Francis Street			Mobile		AL	36602	CSA
10	WTL18670	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT			ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER



CANON SOLUTIONS AMERICA

MPS Schedule A - Initial Listing of Covered Components

Customer Name:

City of Mobile Fire Rescue Department

Total # of Printers on Schedule A:

48

Order Date:

July 24, 2023

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Youth Fire Prevention		4851 Museum Drive			Mobile		AL	36608	CSA
11	WTL18672	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT		ADDRESS		CITY		STATE	ZIP CODE	SERVICING DEALER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	EMS		701 St Francis Street		Mobile		AL	36602	CSA		
12	WTL18674	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT		ADDRESS		CITY		STATE	ZIP CODE	SERVICING DEALER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	2nd Floor Hallway		701 St Francis Street		Mobile		AL	36602	CSA		
13	WTL18675	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT		ADDRESS		CITY		STATE	ZIP CODE	SERVICING DEALER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	Purchasing		2851 Old Shell Road		Mobile		AL	36607	CSA		
14	WTL18677	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT		ADDRESS		CITY		STATE	ZIP CODE	SERVICING DEALER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	Office Manager		701 St Francis Street		Mobile		AL	36602	CSA		
15	WTL18702	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT		ADDRESS		CITY		STATE	ZIP CODE	SERVICING DEALER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	Chief Cooper		2851 Old Shell Road		Mobile		AL	36602	CSA		
16	WTL18704	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT		ADDRESS		CITY		STATE	ZIP CODE	SERVICING DEALER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	3rd Floor Payroll		701 St Francis Street		Mobile		AL	36602	CSA		
17	WTL18705	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT		ADDRESS		CITY		STATE	ZIP CODE	SERVICING DEALER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	Upstairs Chief		2851 Old Shell Road		Mobile		AL	36607	CSA		
18	WTL18706	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT		ADDRESS		CITY		STATE	ZIP CODE	SERVICING DEALER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	EMS Billing/ Fire Investigators		4851 Museum Drive		Mobile		AL	36608	CSA		
19	WTL18712	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT		ADDRESS		CITY		STATE	ZIP CODE	SERVICING DEALER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	911 Communications Dispatchers		7340 Ziegler Blvd		Mobile		AL	36608	CSA		



CANON SOLUTIONS AMERICA

MPS Schedule A - Initial Listing of Covered Components

Customer Name:

City of Mobile Fire Rescue Department

Order Date:

July 24, 2023

Total # of Printers on Schedule A:

48

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER		
20	WTL18715	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT		ADDRESS		CITY		STATE	ZIP CODE	SERVICING DEALER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	2nd Floor Fleet Facilities		701 St Francis Street		Mobile		AL	36602	CSA		
21	WTL18716	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT		ADDRESS		CITY		STATE	ZIP CODE	SERVICING DEALER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	1st Floor Main Area		701 St Francis Street		Mobile		AL	36602	CSA		
22	WTL18856	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT		ADDRESS		CITY		STATE	ZIP CODE	SERVICING DEALER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	2nd Floor Main Area		2851 Old Shell Road		Mobile		AL	36607	CSA		
23	WTL18857	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT		ADDRESS		CITY		STATE	ZIP CODE	SERVICING DEALER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	Chief		57 S Lafayette Street		Mobile		AL	36604	CSA		
24	WTL18859	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT		ADDRESS		CITY		STATE	ZIP CODE	SERVICING DEALER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	Chief Kink		2851 Old Shell Road		Mobile		AL	36607	CSA		
25	WTL18862	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT		ADDRESS		CITY		STATE	ZIP CODE	SERVICING DEALER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	Chief		200 Davenport Avenue		Mobile		AL	36607	CSA		
26	WTL18863	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT		ADDRESS		CITY		STATE	ZIP CODE	SERVICING DEALER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	Training Chief		860 Owens Street		Mobile		AL	36602	CSA		
27	WTL18866	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT		ADDRESS		CITY		STATE	ZIP CODE	SERVICING DEALER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	Chief		5525 Commerce Blvd		Mobile		AL	36619	CSA		
28	WTL18869	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT		ADDRESS		CITY		STATE	ZIP CODE	SERVICING DEALER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	Communications		7340 Ziegler Blvd		Mobile		AL	36608	CSA		
29	WTL18896	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		



CANON SOLUTIONS AMERICA

MPS Schedule A - Initial Listing of Covered Components

Customer Name:

City of Mobile Fire Rescue Department

Total # of Printers on Schedule A:

48

Order Date:

July 24, 2023

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief - 2nd Floor		8080 Airport Boulevard			Mobile		AL	36608	CSA
30	2BP04033	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		4710 Airport Blvd			Mobile		AL	36608	CSA
31	2BP04049	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		8080 Airport Boulevard			Mobile		AL	36608	CSA
32	2BP04050	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		200 Davenport Avenue			Mobile		AL	36607	CSA
33	2BP04063	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Fire Supply Front Desk		2851 Old Shell Road			Mobile		AL	36607	CSA
34	2BP04067	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		57 S Lafayette Street			Mobile		AL	36604	CSA
35	2BP04208	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		8839 Flav Pierce Road			Mobile		AL	36608	CSA
36	2BP04210	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		2711 Airport Boulevard			Mobile		AL	36606	CSA
37	2BP04212	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		1000 S Houston Street			Mobile		AL	36606	CSA
38	2BP04213	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER



CANON SOLUTIONS AMERICA

MPS Schedule A - Initial Listing of Covered Components

Customer Name:

City of Mobile Fire Rescue Department

Total # of Printers on Schedule A:

48

Order Date:

July 24, 2023

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		2062 Dr Martin Luther King Jr Ave			Mobile		AL	36617	CSA
39	2BP04214	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		512 Stimrad Road			Mobile		AL	36610	CSA
40	2BP04218	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		2520 Aerospace Blvd			Mobile		AL	36615	CSA
41	2BP04219	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		1275 Azalea Road			Mobile		AL	36693	CSA
42	2BP04220	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		1004 S Broad Street			Mobile		AL	36603	CSA
43	2BP04222	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		1951 S Maryvale Street			Mobile		AL	36605	CSA
44	2BP04224	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		7050 Old Military Road			Mobile		AL	36582	CSA
45	2BP04225	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		5525 Commerce Blvd			Mobile		AL	36619	CSA
46	2BP04226	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		6801 Overlook Road			Mobile		AL	36618	CSA
47	2BP04227	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Alarm Room		700 Museum Drive			Mobile		AL	36608	CSA



CANON SOLUTIONS AMERICA

MPS Schedule A - Initial Listing of Covered Components
Customer Name: City of Mobile Fire Rescue Department

Total # of Printers on Schedule A: 48

Order Date: July 24, 2023

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER		
48	2BP04229	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT		ADDRESS				CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	Main Office		3471 Dauphin Island Parkway				Mobile		AL	36605	CSA



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

Marc Vassallo, Public Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Amend contract with Chris Francis Tree Care LLC, for City-wide tree maintenance and removal services to set NTE amount to \$1,500,000.00 for first year.
General fund.

Amount of Contract:

Add \$750,000 to first year

Funding Source

Project #

Project String 10042018 42070

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	9/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	9/28/2023 - 12:24 PM
Legal	Kern, Chris	Approved	9/28/2023 - 2:21 PM
Legal	Kern, Chris	Approved	9/28/2023 - 2:22 PM
Mayors Office	Montgomery, Brandi	Approved	9/28/2023 - 2:24 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, the City Council previously approved a contract with Chris Francis Tree Care, LLC, which was bid on a unit price job order basis with no minimum or maximum total contract amount guaranteed, but fixed by contract at a 'not to exceed' amount; and

WHEREAS, the City finds it necessary to raise the annual not to exceed amount of the contract by means of an amendment/change order, nevertheless still based on the bid unit price job order amounts; and finding that 1) the prices are fair and reasonable, 2) the prices are based on unit price bid, 3) the scope is not changing and 4) the contractor is already mobilized and working; and finding no reason that this contract be rebid for the stated reasons;

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, an amendment to a contract, by and between the City of Mobile and Chris Francis Tree Care, LLC, to set the annual not-to-exceed amount of the contract at \$1,500,000.00, for City-wide tree maintenance and removal services, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract amendment is on file in the Office of the City Clerk.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

Jennifer White, Traffic Engineering Dept.

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	9/28/2023
packet	Cover Memo	10/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/28/2023 - 1:48 PM

RESOLUTION

Sponsored by: Councilmember William Carroll, District 2

WHEREAS, under the provisions of Chapter 61, Article V of the Mobile City Code, Section 61-221 "Authority to sign one-way streets and alleys[.]" adopted March 23, 1993, the City Traffic Engineer is authorized to designate streets and alleys within the City as one-way in the interest of public safety and convenience, with the consent of the City Council; and

WHEREAS, the City Traffic Engineer has determined that it is in the interest of public safety and convenience to designate a portion of Church Street from the intersection of McDonald Avenue to one-hundred sixty (160) feet east of the intersection of McDonald Avenue as one-way;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Council consents to the designation of a portion of Church Street from the intersection of McDonald Avenue to one-hundred sixty (160) feet east of the intersection of McDonald Avenue as one-way by the City Traffic Engineer. The City Traffic Engineer shall place signs indicating the direction of lawful traffic movement where movement of traffic in the opposite direction is prohibited in accord with this resolution.

ADOPTED:

City Clerk

APPLICATION FOR AUTHORITY TO FORM A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT

TO THE GOVERNING BODIES OF THE CITY OF MOBILE, ALABAMA, THE COUNTY OF MOBILE, ALABAMA, THE MOBILE DOWNTOWN REDEVELOPMENT DISTRICT, AND THE BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY:

We, the undersigned natural persons each of whom is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama, do hereby make application in writing seeking permission to incorporate a capital improvement cooperative district (the “District”) under the provisions of Chapter 99B of Title 11 of the Code of Alabama of 1975 and file this Application:

1. The District proposes to acquire, construct, install, finance, administer, renovate, improve, manage, rehabilitate, equip or re-equip, and otherwise facilitate the construction of residential, mixed-use, commercial, and public projects intended to achieve neighborhood revitalization. (The “Project”).

2. The area in which the District proposes to undertake the Project is within the boundaries of Mobile County, Alabama.

3. The proposed members of the District are the City of Mobile, Alabama (the “City”), the County of Mobile, Alabama (the “County”), the Mobile Downtown Redevelopment Authority (the “RDA”), and the Board of School Commissioners of Mobile County (the “School Board”).

4. The District shall be governed by a board of directors which shall be comprised of eleven (11) persons. The number of directors which the governing body of each authorizing subdivision shall be entitled to elect are as follows:

- i. The City shall appoint a total of eight (8) directors, seven (7) to be appointed one each by the duly elected members of the City Council, and one (1) to be appointed by the Mayor.
- ii. The County shall appoint one (1) director, to be chosen by the duly elected County Commissioner for District One.
- iii. The RDA shall appoint one (1) director, to be chosen by a majority vote of the board members of the RDA.

- iv. The School Board shall appoint one (1) director, to be chosen by a majority vote of its duly elected Commissioners upon nomination by its Superintendent.

5. The proposed location of the principal office shall be 9th Floor Government Plaza – South Tower, P.O. Box 1827, Mobile, Alabama 36633-1827.

6. Each of the applicants is a duly qualified elector of Mobile County, Alabama.

7. Upon dissolution of the District as permitted in the Enabling Law, title to all property (real, personal, mixed, or otherwise) shall pass to and be vested in the City.

8. The undersigned hereby request that each of the governing bodies of the City, the County, the RDA, and the School Board adopt a resolution declaring that it is wise, expedient, and necessary that the proposed District be formed and authorizing the undersigned to proceed with formation of the District by the filing of a certificate of incorporation in accordance with the provisions of ALA. CODE § 11-99B-4.

9. A copy of the proposed form of certificate of incorporation for the District is attached hereto as Exhibit A and made a part hereof by reference.

WITNESS OUR SIGNATURES this ____ day of _____, 2023.

Name: Sydney G. Raine

Name: Sydney Betbeze

Name: Ellis Foster

**CERTIFICATE OF INCORPORATION
OF
THE MOBILE CITY/COUNTY AFFORDABLE HOUSING COOPERATIVE
DISTRICT**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, in order to form a public corporation as a cooperative district (the “District”) under and pursuant to the provisions of Chapter 99B of Title 11 of the Code of Alabama of 1975 (hereinafter called the “Enabling Law”), do hereby make, sign, execute, acknowledge, and file this certificate of incorporation:

ARTICLE ONE

The names of the persons forming this public corporation, together with the residence of each of such persons, are:

Sydney G. Raine
751 S. Cedar Street
Mobile, Alabama 36603

Sydney Betbeze
1210 Selma Street
Mobile, Alabama 36604

Ellis Foster
1603 Cedar Downs Street
Mobile, Alabama 36605

Each of the foregoing named persons is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama.

ARTICLE TWO

The period for the duration of the District shall be perpetual, subject to the provisions of the Enabling Law.

ARTICLE THREE

The authorizing subdivisions are the City of Mobile, Alabama (the “City”), the County of Mobile, Alabama (the “County”), the Mobile Downtown Redevelopment Authority (the “RDA”), and the Board of School Commissioners of Mobile County (the “School Board”). On _____, the governing body of the City adopted a resolution approving and authorizing the incorporation of this District in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit A and made a part hereof by reference. On _____, the governing body of the County adopted a resolution approving and authorizing the incorporation of this District in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit B and made a part hereof by reference. On _____, the governing body of the RDA adopted a resolution approving and authorizing the incorporation of this District in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit C and made a part hereof by reference. On _____, the governing body of the School Board adopted a resolution approving and authorizing the incorporation of this District in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit D and made a part hereof by reference.

ARTICLE FOUR

The name of the District shall be “The Mobile City/County Neighborhood Revitalization Cooperative District”. Attached hereto as Exhibit E and made a part hereof by reference is a certificate by the Secretary of State of the State of Alabama stating that the name proposed for the District is not identical to that of any other corporation or business entity organized under the laws of the State of Alabama or else so nearly similar as to lead to conclusion and uncertainty.

The location of the principal office of the District (and its post office address) shall be 9th Floor Government Plaza – South Tower, P.O. Box 1827, Mobile, Alabama 36633-1827.

ARTICLE FIVE

1. The District proposes to acquire, construct, install, finance, administer, renovate, improve, manage, rehabilitate, equip or re-equip, and otherwise facilitate the construction of residential, mixed-use, commercial, and public projects intended to achieve neighborhood revitalization. (The “Project”).

2. The area in which the District proposes to undertake the Project is within the boundaries of Mobile County, Alabama.

ARTICLE SIX

The District shall be governed by a board of directors which shall be comprised of eleven (11) persons. The number of directors which the governing body of each authorizing

subdivision shall be entitled to elect, and the proportional voting power of the respective directors elected by each authorizing subdivision are as follows:

- i. The City shall appoint a total of eight (8) directors, seven (7) to be appointed one each by the duly elected members of the City Council, and one (1) to be appointed by the Mayor.
- ii. The County shall appoint one (1) director, to be chosen by the duly elected County Commissioner for District One.
- iii. The RDA shall appoint one (1) director, to be chosen by a majority vote of the board members of the RDA.
- iv. The School Board shall appoint one (1) director, to be chosen by a majority vote of its duly elected Commissioners upon nomination by its Superintendent.

ARTICLE SEVEN

Upon dissolution of the District as permitted in the Enabling Law, title to all property (real, personal, mixed, or otherwise) shall pass to and be vested in the City.

ARTICLE EIGHT

The applications filed with the governing bodies of each of the authorizing subdivisions in accordance with Ala. Code § 11-99B-3 was identical to the copy thereof attached to this certificate of incorporation as Exhibit F.

ARTICLE NINE

The District shall have all the powers conferred on corporations of like nature by the Enabling Law, and any amendment to same hereafter made, and all other powers conferred upon corporations generally by the laws of Alabama not in conflict with the Enabling Law or any amendments to same hereafter made.

ARTICLE TEN

The District shall be a non-profit corporation and no part of the net earnings thereof shall inure to the benefit of any private person or entity of any nature whatsoever.

IN WITNESS WHEREOF, the undersigned incorporators have signed this certificate of incorporation of this ____ day of _____, 2023.

Sydney G. Raine

Sydney Betbeze

Ellis Foster

STATE OF ALABAMA }
COUNTY OF MOBILE }

The undersigned, a notary public in and for said County in said State, does hereby certify that Sydney G. Raine, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Certificate of Incorporation, executed the same voluntarily.

Given under my hand and official seal this ____ day of _____, 2023.

NOTARY PUBLIC

[SEAL]

My commission expires: _____

STATE OF ALABAMA }
COUNTY OF MOBILE }

The undersigned, a notary public in and for said County in said State, does hereby certify that Sydney Betbeze, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Certificate of Incorporation, executed the same voluntarily.

Given under my hand and official seal this ____ day of _____, 2023.

NOTARY PUBLIC

[SEAL]

My commission expires: _____

|
STATE OF ALABAMA }
COUNTY OF MOBILE }

| The undersigned, a notary public in and for said County in said State, does hereby
certify that Ellis Foster, whose name is signed to the foregoing Certificate of Incorporation
and who is known to me, acknowledged before me on this day that, being informed of the
contents of the foregoing Certificate of Incorporation, executed the same voluntarily.

Given under my hand and official seal this ____ day of _____, 2023.

NOTARY PUBLIC

[SEAL]

My commission expires: _____



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

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

Max Target Population: 31,320 (6% of mean)

Mean Target Population: 29,547

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?q=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
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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.

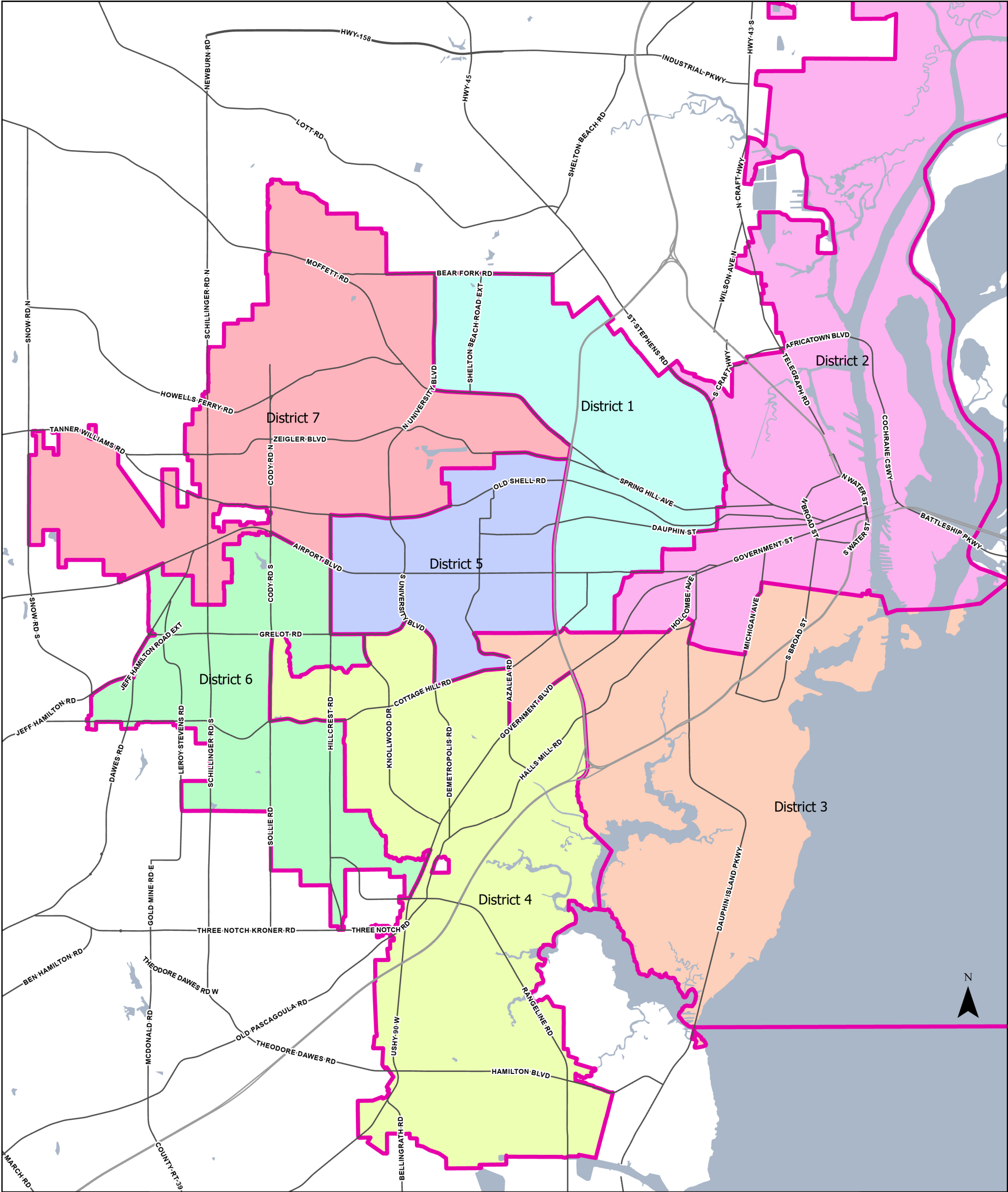
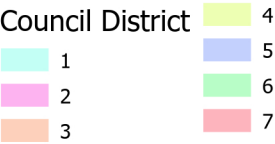
ADOPTED:

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)					85				



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Sponsored by:

Councilmember Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
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.

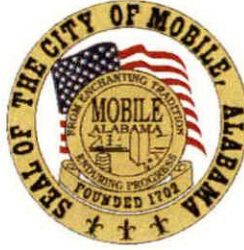
Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

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

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

Name	Address/Phone	For	Against
	2462 Lilac Ave.		
Clara Dewitt	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

COMMUNITY 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

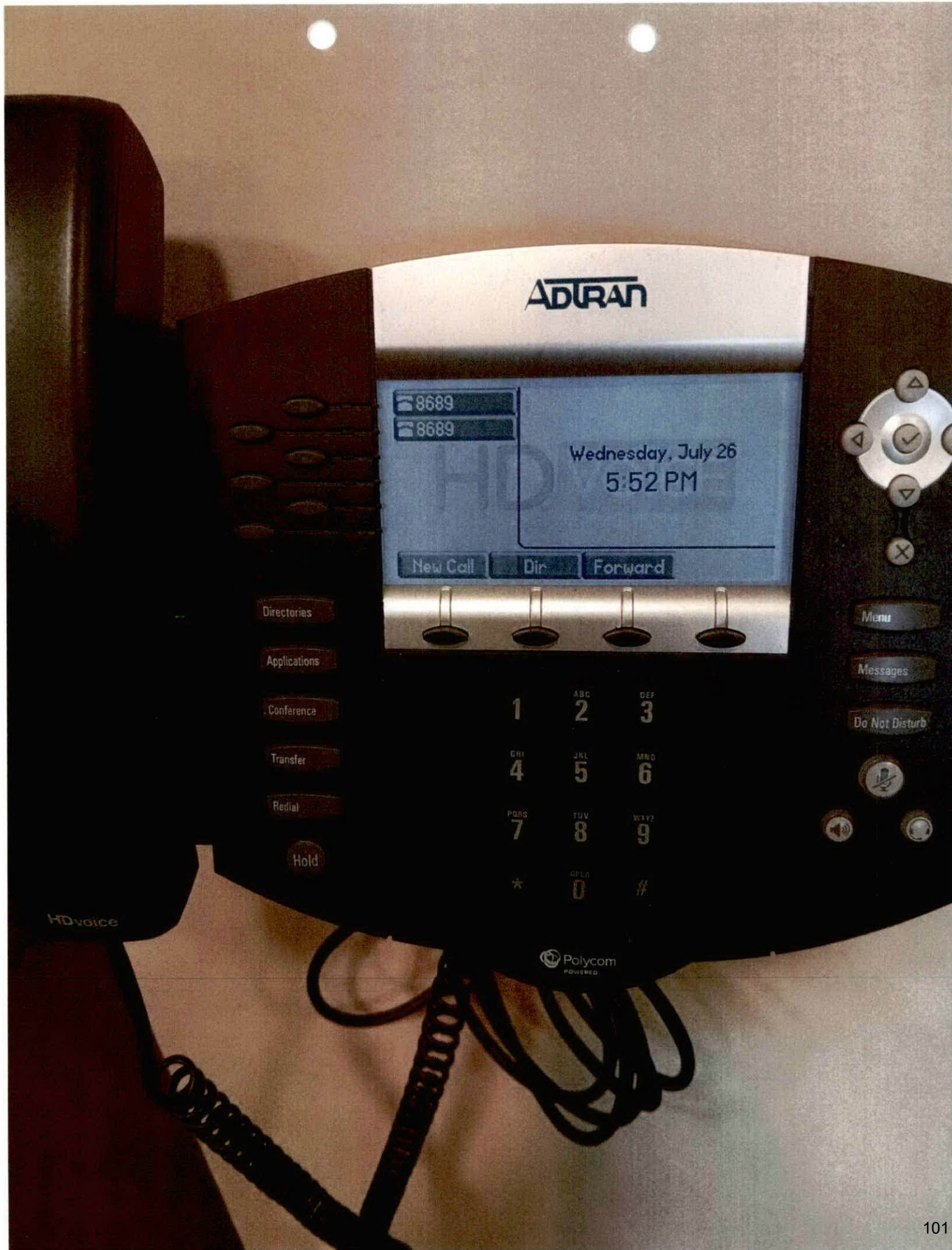
Meeting Date/Time: June 12, 2023 @ 6pm

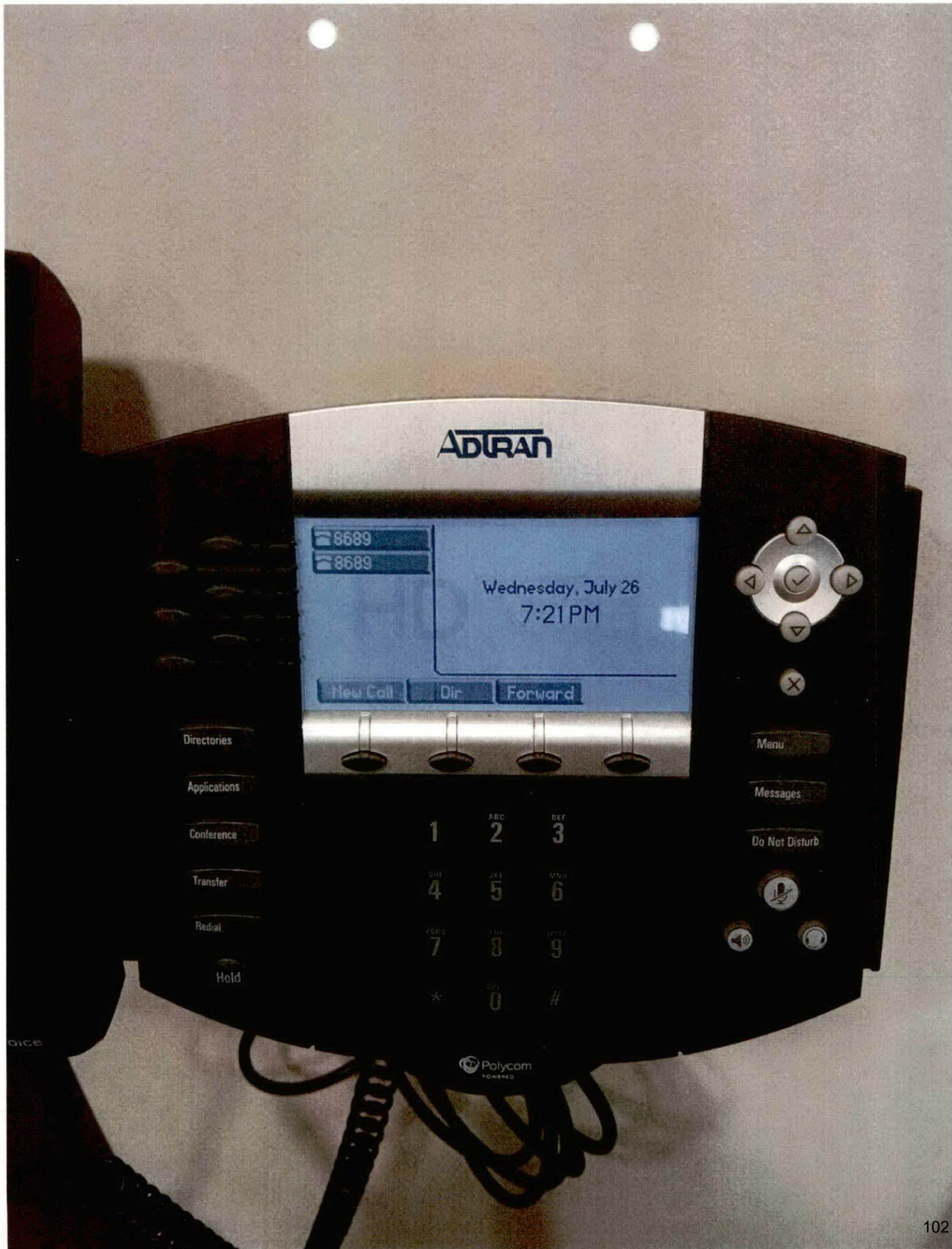
Location: Ben Mays Library (Armbrecht-Briskman Meeting Room)

701 Government St Mobile, AL 36602

Contact Natasha Pleasant 251- 479-5732

Name (Print)	Signature	Address	Phone	Email
Tam Brooks	Thom P. Brooks	706 IRIS AVE	251-533-4036	TBROOKS2040@YAHOO.COM
Shannon O'Rourke	Shannon O'Rourke	2458 Libac Ave	251-753-4917	seogarrise@outlook.com
Patti O'Rourke	Patti O'Rourke	1603 Pinehill Dr	251-753-0088	pborourke@gmail.com







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

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.



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

☐ **Planned Development**

Checklist C

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**

Checklist B

☐ **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	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	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

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

Residential

Commercial

Present Zoning or Transect District

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm

Revised February 2023

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 | ☒ Site Plan |
| ☐ Documentation of compliance with Approval Criteria | ☒ Neighborhood Meeting Documentation |
| ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer | |

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

The proposal aligns with 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 compatible 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.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

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 dwelling, wood structure with siding and height is at 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 aligned all the way down between the property's 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](#).

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

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.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

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.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

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

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

Name (Print)	Signature	Address	Phone	Email
Natasha Pleasant	Natasha Pleasant	111 Shannon St. Mobile, AL 36606	(251) 401-2831	npleasant72@gmail.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**

NEIGHBORHOOD MEETING

**JUNE 12, 2023
6:00PM**

701 Government Street
Mobile, AL. 36602
In the Armbrecht-Briskman
Meeting Room
Natasha Pleasant
251-479-5732

Add tag

June 2, 2023 4:54 PM

Edit

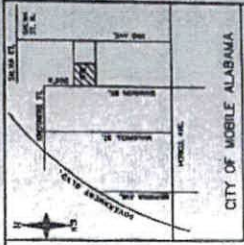
20230602_165446.jpg

/Internal storage/DCIM/Camera

SM-A146U

6.37 MB 3060x4080 12MP

F1.8 0.0ev 1/143 s 26mm ISO 20



LOCATION MAP
N.T.S.

[illegible]

100

CONFIDENTIAL

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-19-2009 BY 60322
UCBAW/SJS

CONTACT BUREAU PLANNING
SECTION FOR MORE INFORMATION
CALL: 703-548-7000 EXT. 2000

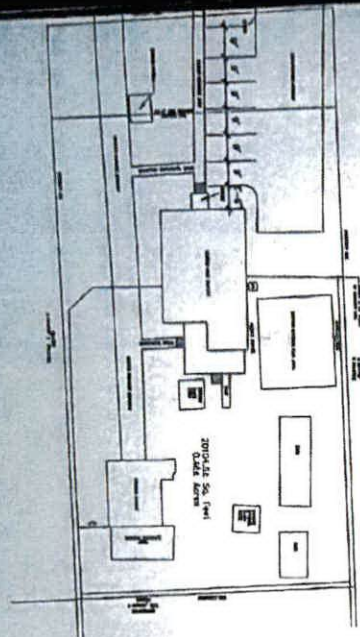
2

NEW YORK ASSOCIATES, LLC
1230 AVENUE OF THE STARS
SUITE 1000
WASHINGTON, DC 20004
TEL: 202-338-2017

DESCRIPTION:
LIFE IS SWEETER HERE, ACCORDING TO PAUL HENDERSON, 31, WHO HAS BEEN 300 OF THE RECORDS IN THE OFFICE OF THE ALICE OF HENDERSON OF HENDERSON, OREGON.

PLEASANT RESIDENCE
811 SHANNON STREET
MORRIS, VT 05608

AL1.1



GENERAL SITE PLAN NOTES

- ALL DIMENSIONS ARE IN FEET UNLESS NOTED OTHERWISE
- EXISTING LOTS, SURFACES, BUILDINGS, ETC. AND EXISTING UTILITIES ARE SHOWN FOR REFERENCE ONLY. THE CLIENT IS RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- THE EXISTING LOT IS 200' 1/2" WIDE AND 100' 1/2" DEEP. THE EXISTING BUILDING IS 100' 1/2" WIDE AND 100' 1/2" DEEP. THE EXISTING LOT IS 200' 1/2" WIDE AND 100' 1/2" DEEP. THE EXISTING BUILDING IS 100' 1/2" WIDE AND 100' 1/2" DEEP.
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ARCHITECTURAL SITE PLAN

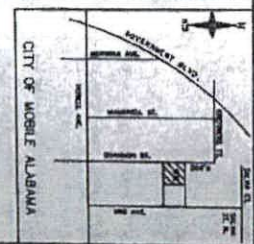
OWNER

MR. J. B. SMITH
1000 1/2' WIDE
1000 1/2' DEEP
1000 1/2' WIDE
1000 1/2' DEEP

DESIGNER

MR. J. B. SMITH
1000 1/2' WIDE
1000 1/2' DEEP
1000 1/2' WIDE
1000 1/2' DEEP

NOTES:
1. THE EXISTING LOT IS 200' 1/2" WIDE AND 100' 1/2" DEEP. THE EXISTING BUILDING IS 100' 1/2" WIDE AND 100' 1/2" DEEP. THE EXISTING LOT IS 200' 1/2" WIDE AND 100' 1/2" DEEP. THE EXISTING BUILDING IS 100' 1/2" WIDE AND 100' 1/2" DEEP.



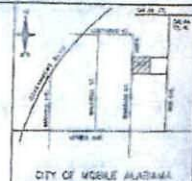
LOCATION MAP

PLEASANT RESIDENCE
611 SHANNON STREET
MOBILE, AL 36606

DATE	REVISION

DATE	REVISION

ALL 1



LOCATION MAP
U.S.

GENERAL SITE PLAN NOTES

- ALL BUILDINGS ARE TO BE BUILT ACCORDING TO THE CITY OF MOBILE ZONING ORDINANCE.
- THE SITE IS LOCATED WITHIN THE CITY OF MOBILE ZONING DISTRICT 10. THE ZONING DISTRICT 10 PERMITS THE CONSTRUCTION OF A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT.
- THE DEVELOPMENT IS TO BE USED FOR RESIDENTIAL PURPOSES.
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- THE DEVELOPMENT IS TO BE USED FOR RESIDENTIAL PURPOSES.

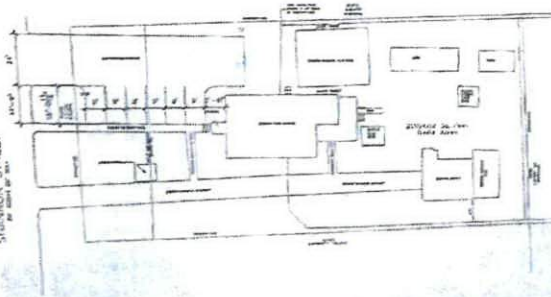
ARCHITECTURAL SITE PLAN

OWNER: [Name]
ARCHITECT: [Name]
DATE: [Date]
SCALE: [Scale]

NOTES: [Notes]
1. THE DEVELOPMENT IS TO BE USED FOR RESIDENTIAL PURPOSES.

2. THE DEVELOPMENT IS TO BE USED FOR RESIDENTIAL PURPOSES.

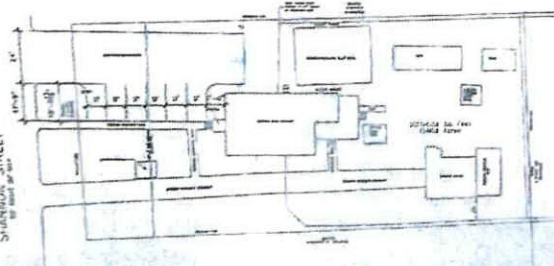
3. THE DEVELOPMENT IS TO BE USED FOR RESIDENTIAL PURPOSES.



PLEASE SEE RESIDENCE



LOCATION MAP
#72



GENERAL STUDY PLAN NOTES

- [illegible]

ARCHITECTURAL SITE PLAN
DEVELOPMENT[illegible]

1. The first step is to identify the problem. In this case, the problem is that the user is unable to access the internet.

THE U.S. DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL
WASHINGTON, D.C. 20530



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

DeIonica 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



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



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:

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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		



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 each 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:

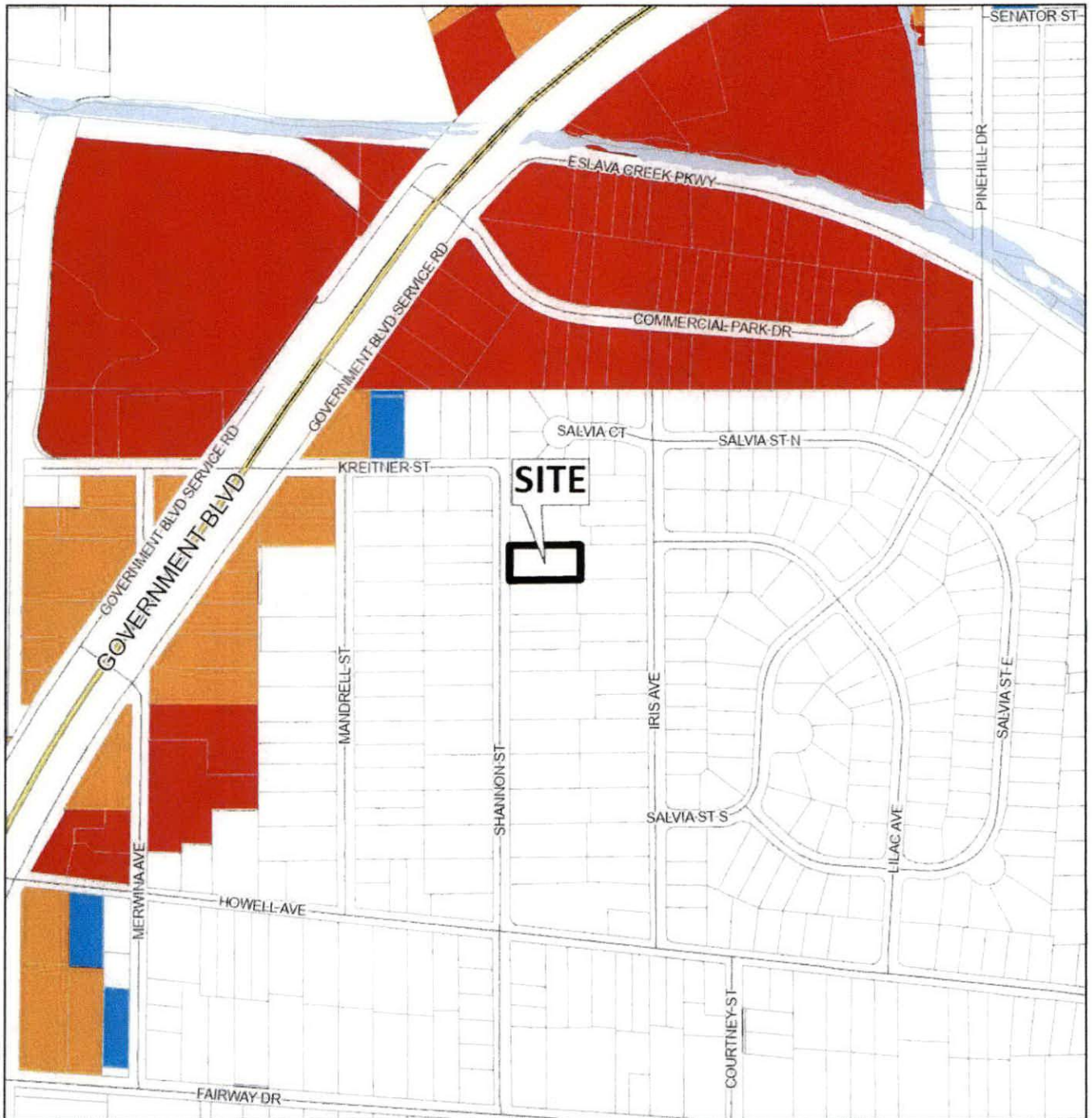
1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding 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.

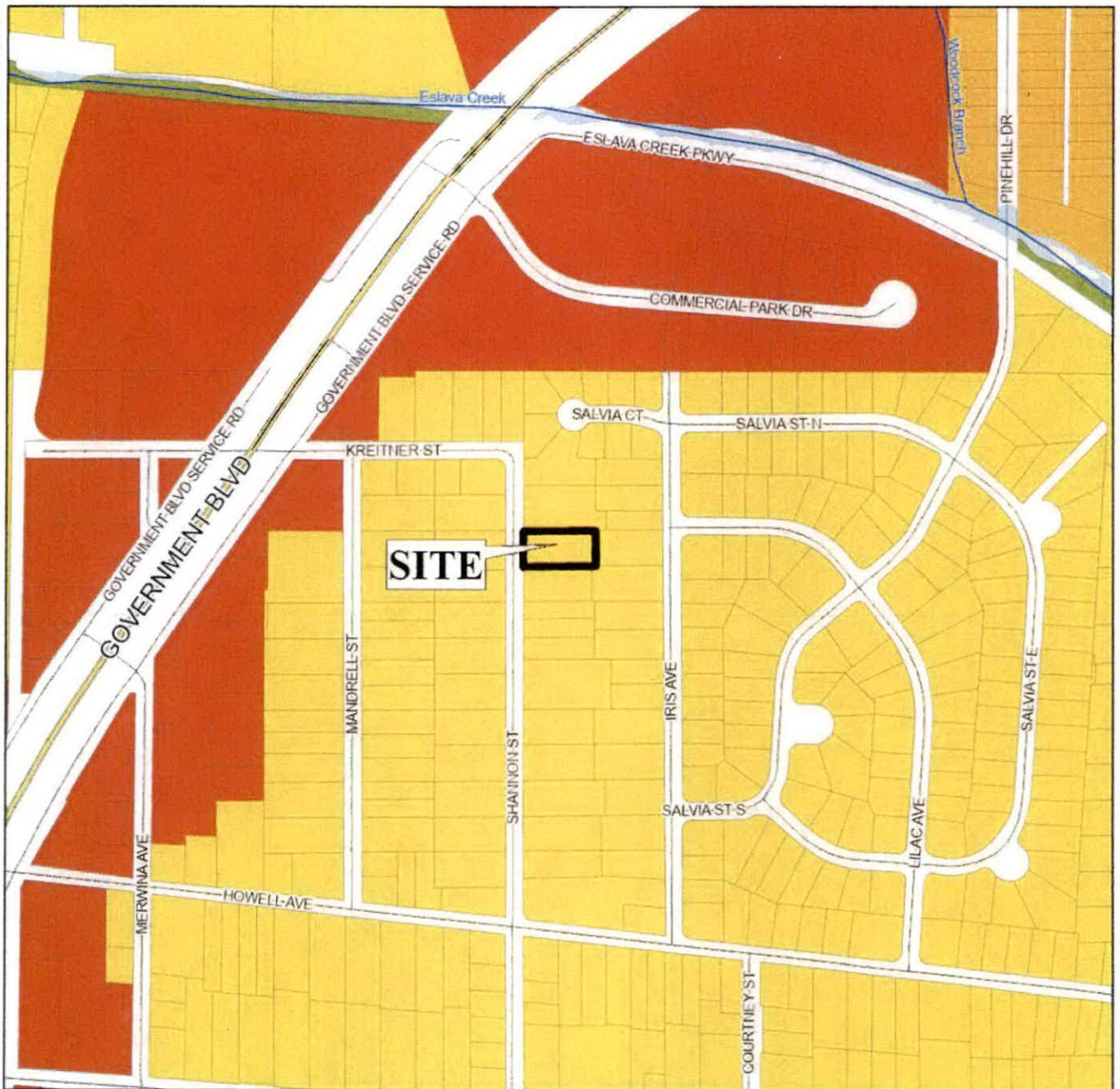
LOCATOR ZONING MAP



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



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 | |



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by single family residential units.

APPLICATION NUMBER 1 DATE August 17, 2023

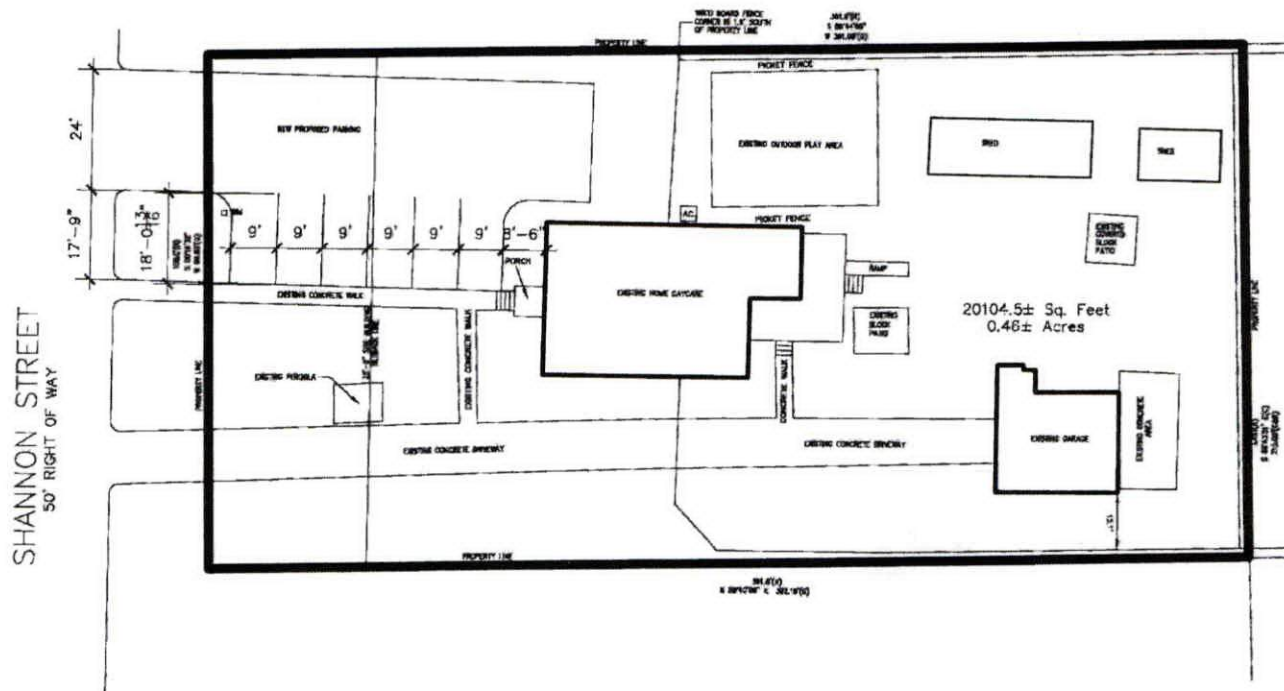
APPLICANT Natasha Pleasant

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



SITE PLAN



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

APPLICATION NUMBER 1 DATE August 17, 2023
 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

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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).
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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.

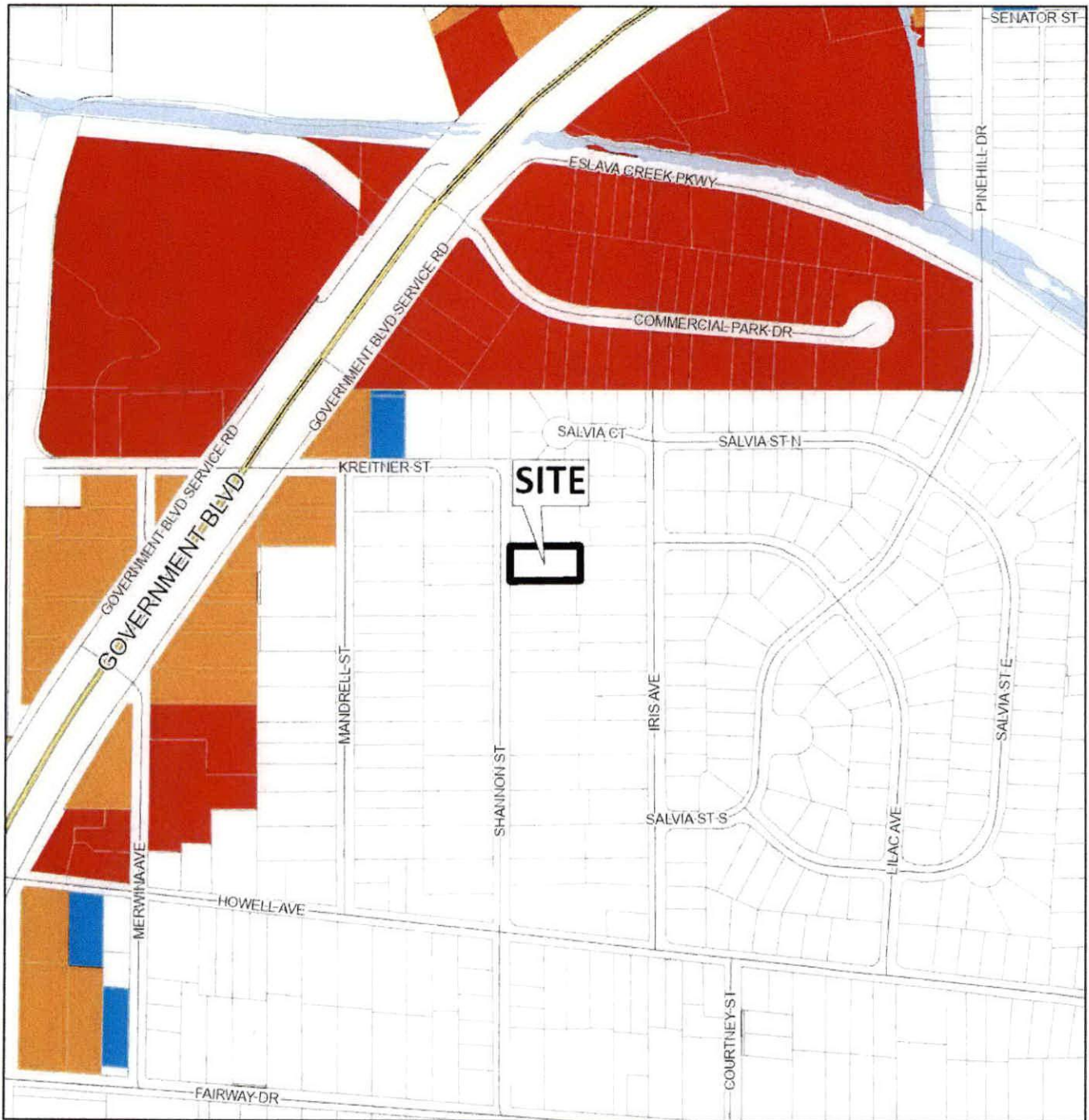
As the sign placed on the property was not compliant with the UDC, the Planning Commission cannot consider this application. Staff has advised the applicant of the need to hold a second neighborhood meeting, with proper notifications. The applicant was able to mail out letters to the required property 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.

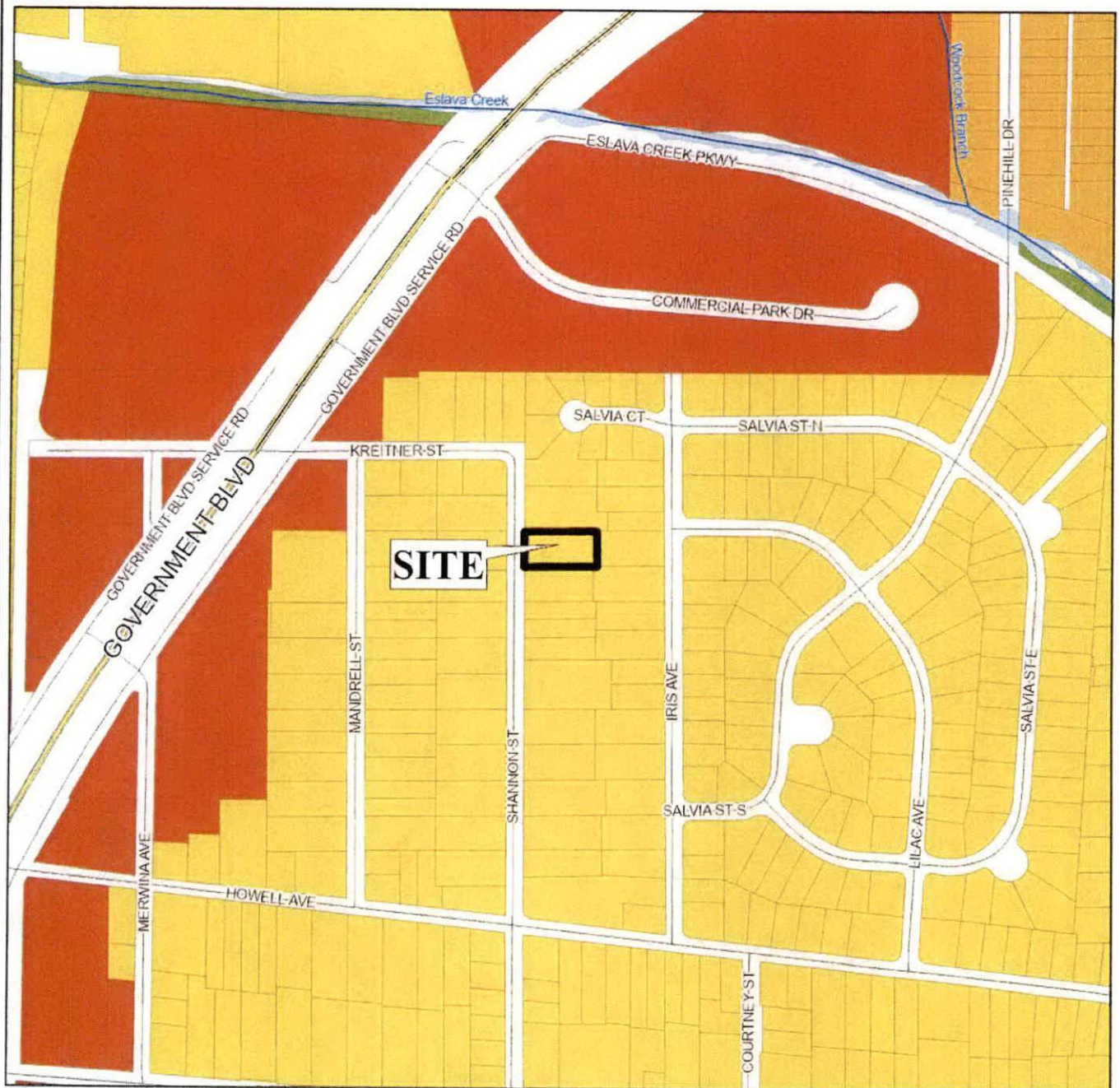
LOCATOR ZONING MAP



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



FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE July 20, 2023

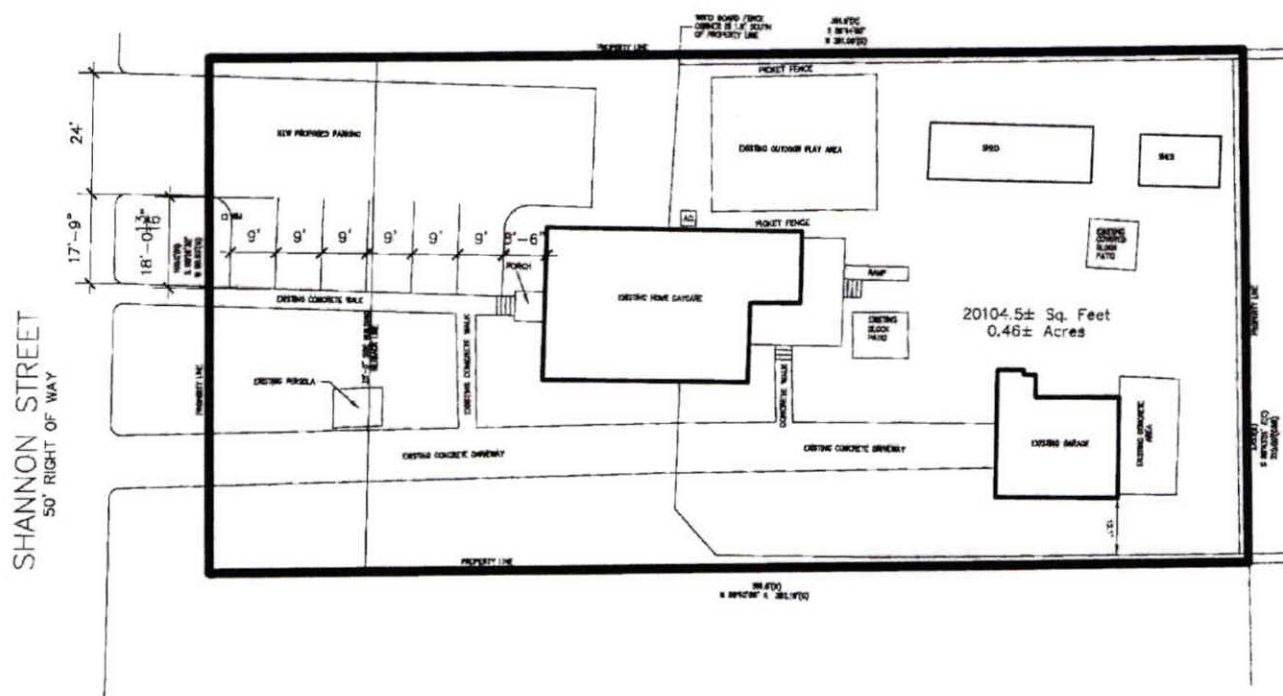
APPLICANT Natasha Pleasant

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

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



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/PU)
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 SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

Casi Calloway, Chief Resilience Officer

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize an application to the U.S. Department of Energy's Office of State & Community Energy Programs for the placement of a Fellow to assist the Office of Resiliency with the implementation of the EECBG grant project, "Retrofitting Inefficient Infrastructure and Conducting Energy Audits: Mobile's Path to Energy Efficiency." There is no cost for the fellowship and no local match requirement.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds 0

Matching Funds 0

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	10/3/2023
Resolution	Resolution Letter	10/3/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Threadgill, Randy	Approved	10/5/2023 - 1:46 PM
Legal Kern, Chris	Approved	10/5/2023 - 2:09 PM
Legal Kern, Chris	Approved	10/5/2023 - 2:10 PM
Mayors Office Montgomery, Brandi	Approved	10/5/2023 - 3:04 PM



October 3, 2023

Dear Councilmembers:

The purpose of this resolution is to approve a grant application that would fund the placement of a Community Energy Fellow to assist the Office of Resilience with the implementation of their Energy Efficiency Community Block Grant (EECBG) project, "Retrofitting Inefficient Infrastructure and Conducting Energy Audits: Mobile's Path to Energy Efficiency." With these funds, we will hire a consultant to conduct an energy audit and replace an aged and inefficient HVAC unit at the City of Mobile's History Museum.

The Fellow's role will be to work with the Office of Resilience and Real Estate and Asset Management to implement the aforementioned EECBG projects for which the City received a grant. The fellowship period will be from January 2024 -June 2025. There is no match, cost share, or other funding required. Our only responsibility is to mentor and train the Fellow and we have time and ability to meet that requirement.

If you have any questions or need additional information, please do not hesitate to reach out. Thank you in advance for your review.

Sincerely,

A handwritten signature in black ink, appearing to read 'Casi Callaway', with a stylized, cursive script.

Casi (kc) Callaway
Chief Resilience Officer

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 U.S. Department of Energy's Office of State & Community Energy Programs (SCEP), the placement of a Community Energy Fellow to assist with the Office of Resiliency with the implementation of their EECSBG grant project, "Retrofitting Inefficient Infrastructure and Conducting Energy Audits: Mobile's Path to Energy Efficiency." There is no cost for the fellowship and no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said placement if offered and to sign any agreements or other documents in connection with the Community Energy Fellowship and to provide any information required by the U.S. Department of Energy. Any agreements for this fellowship, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Sponsored by:

Councilmember Gregory

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/5/2023 - 2:11 PM

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Retail Beer/Table Wine (Off Premises Only) License
Submitted by: SLI, LLC
Location: Central Stop
 7081 Howells Ferry Road
 Mobile, AL 36618

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

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

<u>Date to City Clerk</u>	<u>Application Type</u>	<u>Application Number</u>	<u>License Number</u>	<u>City Council Agenda Date</u>
September 22, 2023	TRANSFER - OWNERSHIP	2023 - 5597	126536	October 10, 2023

NOTE: If this letter is altered, or changed in any way, It will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

SLI LLC

Trade Name (DBA)

CENTRAL STOP

Location Address

7081 HOWELLS FERRY ROAD MOBILE AL 36618

Comments

Yours Very Truly,

Mobile City Council President

Applicant Signature _____

Date _____



OFFICE OF THE CITY COUNCIL

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

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DISTRICT 5

SCOTT JONES
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

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Legal Business Name

SLI LLC

Trade Name (DBA)

CENTRAL STOP

Location Address

7081 HOWELLS FERRY ROAD MOBILE AL 36618

Comments

Yours Very Truly,

Mobile City Council President

Applicant Signature _____

Date _____



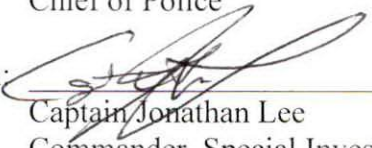
MOBILE POLICE DEPARTMENT



PAUL O. PRINE
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Paul O. Prine
Chief of Police

From: 
Captain Jonathan Lee
Commander, Special Investigation Section

Date: October 3, 2023

Re: Alcoholic Beverage License Application No. 5597
SLI LLC
D/B/A: Central Stop
7081 Howells Ferry Rd
Mobile, AL 36618
Shoaf Alsamet, Member

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation on the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a transfer-ownership application for a business that is named Central Stop. The City of Mobile Revenue Department has advised their business license is current and all taxes have been reported and paid. The Underage Drinking Coordinator of the Mobile Police Department advised this location is currently in good standing.

It is my recommendation that the application be:

☒ APPROVED

☐ DENIED

☐ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

OCT 02 2023

CHIEF OF POLICE



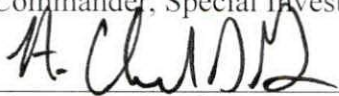
PAUL O. PRINE
CHIEF OF POLICE

MOBILE POLICE DEPARTMENT



2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Captain Jonathan Lee
Commander, Special Investigation Section

From: 
Lieutenant Charles DeGeer
Commander, Narcotics and Vice Unit

Date: October 3, 2023

Re: Alcoholic Beverage License Application No. 5597
SLI LLC
D/B/A: Central Stop
7081 Howells Ferry Rd
Mobile, AL 36618
Shoaf Alsamet, Member

I have reviewed the attached application submitted to me by Office Assistant Payton Kennedy. Our records show no discrepancies in the information furnished by the applicants.

This is a transfer-ownership application for a business named Central Stop. The City of Mobile Revenue Department advised all taxes have been reported and paid for Central Stop and their business license is current. The Underage Drinking Coordinator of the Mobile Police Department has advised the location is currently in good standing. Based on the aforementioned facts, I find no legal reason to deny this application.

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Gauthier

From: Logan Anderson *L. Logan Anderson*
Principal Planner

Date: September 25, 2023

Re: Application # 5597 / 7081 Howells Ferry Rd.

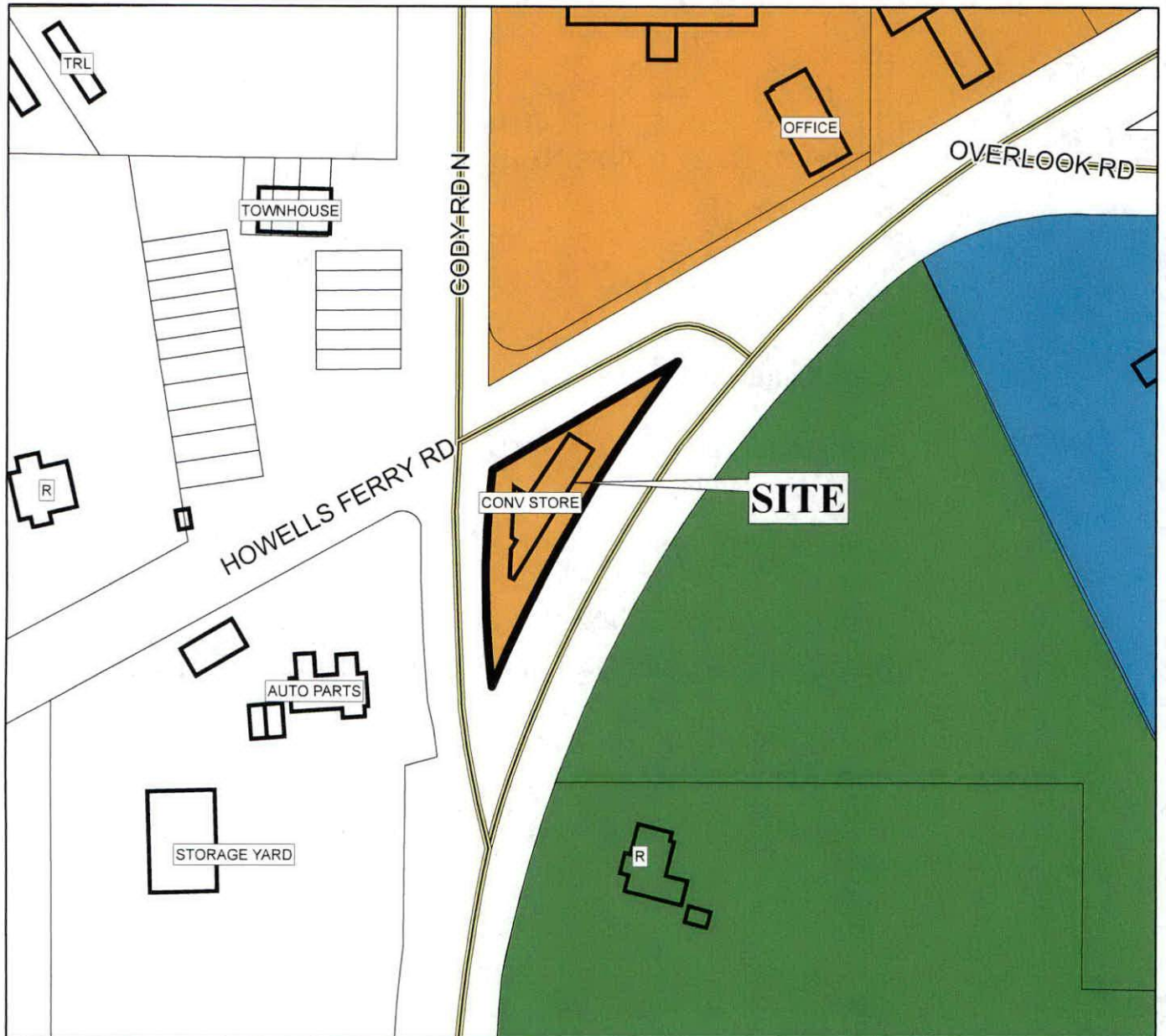
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District 7, Gina Gregory (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5597 DATE 10/10/2023
 APPLICANT SLI LLC
 LOCATION 7081 HOWELLS FERRY RD
 REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

	R-A		R-3		B-1		B-2		B-5		ML		I-2		OPEN		T-3		T-5.2
	R-1		R-B		T-B		B-3		CW		MH		PD		SD		T-4		T-6
	R-2		H-B		LB-2		B-4		MM		I-1		MUN		SD-WH		T-5.1		

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
September 22, 2023	TRANSFER - OWNERSHIP	2023 - 5597	126536	October 10, 2023

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

SLI LLC

Trade Name (DBA)

CENTRAL STOP

Location Address

7081 HOWELLS FERRY ROAD MOBILE AL 36618

Business Contact Person Information			
Name	Title	Phone	Email
SHOAF A ALSAMET	MEMBER	(313) 564-9540	SHOAFALI@ICLOUD.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? **12.22.2021**

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

<u>Application Date</u> September 22, 2023	<u>Application Type</u> TRANSFER - OWNERSHIP	<u>Application Number</u> 2023 - 5597	<u>License Number Assigned</u> 126536	<u>City Council Agenda Date</u> October 10, 2023
<u>License Type applied for with Alabama ABC Board</u> 050 - RETAIL BEER (OFF PREMISES ONLY)		<u>2nd License Type applied for with Alabama ABC Board</u> 070 - RETAIL WINE (OFF PREMISES ONLY)		
Business Information				
<u>Legal Business Name</u> SLI LLC		<u>Trade Name (DBA)</u> CENTRAL STOP		
<u>Business Structure Type</u> LLC - LIMITED LIABILITY COMPANY	<u>Incorporation Date</u> 08.24.2023	<u>Entity ID</u> 001-085-622	<u>State</u> AL	<u>County</u> MOBILE
<u>Federal Tax ID (FEIN)</u> 93-1997003	<u>AL State Tax ID</u> R011861359			
<u>Physical Address of Business (Street Address, Suite #)</u> 7081 HOWELLS FERRY ROAD	<u>City</u> MOBILE	<u>State</u> AL	<u>Zip Code</u> 36618	
<u>Mailing Address for Business (PO Box, Street Name, Suite #)</u> 7081 HOWELLS FERRY ROAD	<u>City</u> MOBILE	<u>State</u> AL	<u>Zip Code</u> 36618	
<u>Primary Business Activity at this location</u> CONVENIENCE STORE	<u>If Location Transfer, Previous Street Address and Zip Code</u> N/A			
Business Contact Person Information				
<u>Name</u> SHOAF A ALSAMET	<u>Title</u> MEMBER ☐ POA	<u>Phone</u> (313) 564-9540	<u>Email</u> SHOAFALI@ICLOUD.COM	
If TRANSFER of license, Previous Licensee Information				
<u>Legal Business Name</u> SPEED 2 LLC		<u>Trade Name (DBA)</u> SPEED 2		
<u>License Type</u> 050/070 - RETAIL BEER & WINE (OFF PREMISES)		<u>License Number</u> 011363749	<u>Any ABC Pending Actions</u> NO PENDING ACTIONS	
Land/Building Information				
<u>Do you own or rent/lease the property?</u> RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED				
<u>Property Owner Name</u> OMER ALKABLANI		<u>Prop Owner Phone</u> (251) 525-0637	<u>Property Owner Email</u> ALIOMER052917@YAHOO.COM	
<u>Property Owner Address</u>		<u>City</u>	<u>State</u> AL	<u>Zip Code</u>
<u>Bldg Square Footage</u> 2,400	<u>Bldg Seating Capacity</u> 0	<u>Restroom Facilities</u> YES	<u>Patio Area</u> NO	<u>Structure</u> SINGLE
				<u>License Covers</u> ENTIRE STRUCTURE
<u>Do the premises have a fully equipped and operational kitchen?</u> NO <u>Is the business used to habitually and principally provide food to the public?</u> NO <u>Is the business equipped with services and facilities for on premises consumption?</u> NO <u>Will the business be operated primarily as a package store?</u> NO				

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers		Copy of Driver's License Must Be Provided for each Person			
<u>Full Name (Last, First, Middle)</u> ALSAMET, SHOAF ALI MOHAMMED		<u>Title</u> MEMBER		<u>Drivers License (State, Number)</u>	
<u>Home Street Address</u>		<u>City</u> MOBILE		<u>State</u> AL	<u>Zip Code</u>
<u>Date of Birth</u> 12/15/1990	<u>Place of Birth (City, State, Nation)</u> YEMEN		<u>Social Security Number</u>		<u>Mobile Number</u>
Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?					
NO	<u>If YES, Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
Do you have any existing State of Alabama ABC License(s) with any entity in your name?					
NO	<u>If YES, Legal Business Name</u>	<u>Business DBA</u>	<u>Address (Street, City, Zip)</u>		
<u>Full Name (Last, First, Middle)</u> N/A		<u>Title</u>		<u>Drivers License (State, Number)</u>	
<u>Home Street Address</u>		<u>City</u>		<u>State</u>	<u>Zip Code</u>
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>		<u>Social Security Number</u>		<u>Mobile Number</u>
Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?					
	<u>If YES, Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
Do you have any existing State of Alabama ABC License(s) with any entity in your name?					
	<u>If YES, Legal Business Name</u>	<u>Business DBA</u>	<u>Address (Street, City, Zip)</u>		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided		
<u>Full Name (Last, First, Middle)</u> N/A		<u>Title</u>	<u>Date of Birth</u>	<u>Drivers License (State, Number)</u>	
<u>Home Street Address</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Phone Number</u>

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

S 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.

S 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.

S 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.

S 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.

S 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.

S 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

SHOAF ALI MOHAMMED ALSAMET

Date

09/22/2023

Owner/Applicant Signature



Title

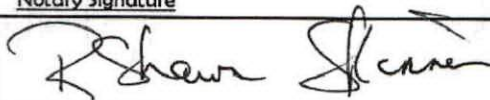
MEMBER

Sworn to and subscribed before me this **22nd** day of **SEPTEMBER** 20 **23**

Notary Printed Name

R SHAWN SKINNER

Notary Signature



My (Notary) Commission Expires

November 19, 2025

Notary Stamp



CITY OF MOBILE
REVENUE DEPARTMENT

September 22, 2023



CENTRAL STOP

7081 HOWELLS FERRY ROAD

MOBILE, AL 36618 USA

ACCOUNT NUMBER: 126536 TERRITORY 7

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1638403	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

09/22/2023 01:30PM JESSICA C
036138-0002

BUSINESS LICENSE

SLI LLC

126536

2023 Item: 1638403

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

TP CC FEE \$2.50

Total \$52.50

REVENUE CC \$52.50

*****9608

Ref=1af4fe20-8c92-447d-ae07-3a31da6fe054

Auth=022648

Change due \$0.00

Paid by: SAMET/SOAF A



Thank you for your payment

, CUSTOMER COPY

This confirms that you have authorized
Tyler Technologies to collect a service
fee to complete this transaction. If
you have any questions regarding this
fee, contact Tyler Technologies'
customer service department at
TPCustomerService@TylerTech.com for
assistance.

Tyler Technologies, Inc

City of Mobile Alcoholic Beverage License Application

ALL boxes are **REQUIRED**. Form is fillable and have dropdown boxes

<u>Application Date</u>		<u>Business Open/Operating by Applicant</u>		<u>If YES, Start Date</u>		<u>If No, Anticipated Start Date</u>	
<u>Application Type</u> BEER DRINK OFF PREMISE			<u>If New Owner, Previous Business Name</u> SPEED 2 LLC			<u>Transfer - ABC license? If yes, License Number</u> 011363749	
<u>License Type applied for with Alabama ABC Board</u>							
Business Information							
<u>Business Description/Activity</u> CONVENIENCE STORE				<u>Other Explain</u>			
<u>Legal Business Name</u> SLI LLC				<u>Trade Name (DBA)</u> CENTRAL STOP			
<u>Business Structure (SP, LLC, Corp, etc.)</u> LLC		<u>Incorporation Date</u> 8-4-23		<u>Physical Address of Business/Building (Street Address, Suite #)</u> 7081 Howells Ferry RD			
<u>Physical Address of Company - LLC, CORP (Street Address, Suite #)</u> 7081 Howells Ferry RD				<u>City</u> MOBILE		<u>State</u> AL	<u>Zip Code</u> 36618
<u>City</u> Mobile	<u>State</u> AL	<u>Zip Code</u> 36618	<u>Mailing Address of Business/Building (PO Box, Street Name, Suite #)</u> SAME				
<u>Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)</u> SAME				<u>City</u>		<u>State</u>	<u>Zip Code</u>
<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Business Phone Number</u>		<u>Building Type</u>		
<u>Phone Number of Company</u> 251-525-0637		<u>Federal Tax ID (FEIN)</u> 93-1997003		<u>State of AL Sales Tax ID</u> R011861359		<u>Where will mail be received?</u> MAILING	
Business Contact Person Information							
<u>Name</u> SHOAF ALSAMET		<u>Title</u> MEMBER		<u>Phone</u> 313-564-9640		<u>Email</u> SHOAFALIGICLOUD.COM	
Land/Building Information							
<u>Do you own or rent/lease the property?</u> LEASE							
<u>Property Owner Name</u> OMER ALKABLANI				<u>Do you have a legal description of property?</u> Required - see page 3 of this application			
<u>Property Owner Address</u>				<u>Prop Owner Phone</u> 251-525-0637		<u>Property Owner Email</u> AL10MER052917@YAHOO.COM	
<u>Property Owner City</u>		<u>State</u> AL	<u>Zip Code</u>	<u>Building Seating Capacity</u>		<u>Building Square Footage</u> 2400	
<u>Fully equipped & operational kitchen</u> If NO, any food served (if YES explain below) Habitually used for providing food to public				<u>Equipped with table and chairs</u> <u>Equipped for on premise consumption</u> <u>Restroom Facilities</u> YES <u>Patio Area</u> NO			

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person)				Copy of Driver's License Must Be Provided	
Full Name (Last, First, Middle)			Title (Member, Owner, Officer)		If Member/Officer, Position
SHOAF ALI MOHAMMED ALSAMET			MEMBER		
Race	Sex	Date of Birth	Home Address		
W	M				
Social Security Number	Drivers License (state, Number)		City	State	Zip Code
			MOBILE	AL	
Place of Birth (City, State, Nation)			Mobile Number	Email	
YEMEN				shoafali@icloud.com	
Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed					
Yes/No	If YES, Violation	Arresting Agency		Arrest Date	Disposition
Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)					
Yes/No	If YES, Legal Business Name	Business DBA		Address (Street, City, Zip)	

NO	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
NO	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
YES	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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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.

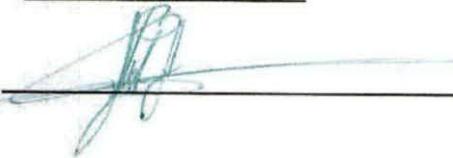
Owner/Applicant Printed Name

SHOAF ALSAMET

Date

09/14/2023

Owner/Applicant Signature



Title

MEMBER



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

July 6th, 2023

Dear Mr. Alsamet,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN

NAME: ALSAMET, SHOAF

SOC:

ABI RESULT: NON-IDENT

SII

CERTIFIED COPY OF ALEA DOCUMENT

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or L.L.C (or PLLC or SLLC) if they apply:

SLI LLC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. The name of the registered agent (only one agent): SHOAF A ALSAMET

Street (no PO Boxes) address of registered office (must be located in Alabama):

5920 grelot rd d-1 mobile, AL 36609

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State
001-085-622, DLL
Date 06/21/2023
Time 14:41:00
File \$100.00
County \$100.00
Total \$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 6 / 21 / 2023 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 2 : 41 ☐ AM or ☒ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

6 / 21 / 2023
Date (MM/DD/YYYY)

SHOAF ALSAMET
Signature as required by 10A-5A-2.04

MEMBER
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer

Street Address

Mailing Address

SHOAF A ALSAMET

11111 00000

11111 00000

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

SLI LLC

This name reservation is for the exclusive use of SHOAF ALI MOHAMMED
ALSAMET, 7081 Howells Ferry Rd, Mobile, AL 36618-3127 for a period of one
year beginning June 21, 2023 and expiring June 21, 2024



RES098967

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

June 21, 2023

Date

A handwritten signature in dark ink, appearing to read 'Wes Allen', is written over a horizontal line.

Wes Allen

Secretary of State

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF AMENDMENT

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation under Section 10A-5A-2.02 of the Code of Alabama 1975, this Certificate of Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

1. The current recorded name of the Limited Liability Company:

SLI LLC

2. The date the Certificate of Formation was filed: 06 / 21 / 2023 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000-000): 001 - 085 - 622 **TO OBTAIN ID NUMBER,** website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

(For SOS Use Only)

Alabama
Sec. Of State
001-085-622 DLL
Date 08/04/2023
Time 10:50:28
File \$100.00
County -----
Total \$100.00

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The following amendment was adopted on 08 / 04 / 2023 (MM/DD/YYYY):

See attached.

☐ Additional Amendments and the dates on which they were adopted are attached.

*Be very specific about what must be changed if you are amending existing information.

*If the amendment includes a name change, a copy of the **Name Reservation Certificate** issued by the Office of Secretary of State **must be attached**.

*Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). **Agent information will NOT be changed with an amendment.**

5. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama of 1975* and the governing documents of this entity.

08 / 04 / 2023

Date (MM/DD/YYYY)

JAMES A KECK

Signature as required by 10A-5A-2.04

CPA

Title/capacity to sign under 10A-5A-2.04

Amendment Details

Entity Info

Current Entity Name

SLI LLC

Entity ID

001-085-622

Type

Limited Liability Company (LLC)

Formation Date

2023-06-21

Members and Addresses

Original

Member

Street Address

Mailing Address

Amended

Member

Street Address

Mailing Address

SHOAF A AL SAMET

(Added)



IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

004717.334163.266681.26191 2 MB 0.931 1077



SLI LLC
2 SHOAF ALI MOHAMMED ALSAMET SOLE M
7081 HOWELLS FERRY RD
MOBILE AL 36618

004217

Date of this notice: 06-26-2023

Employer Identification Number:
93-1997003

Form: SS-4

Number of this notice: CP 575 C

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-1997003. This EIN will identify your entity, accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please visit, www.irs.gov/einnotrequested.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941
Form 940

07/31/2023
01/31/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding of the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.



2023
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

SLI LLC
7081 HOWELLS FERRY RD
MOBILE, AL 36618-3127

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011861359	07/3/2023	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: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet W. Stastopoulos
Deputy Commissioner

City of Mobile Alcoholic Beverage License Application

Alcohol License Application

PLANNING & ZONING DEPARTMENT APPROVAL

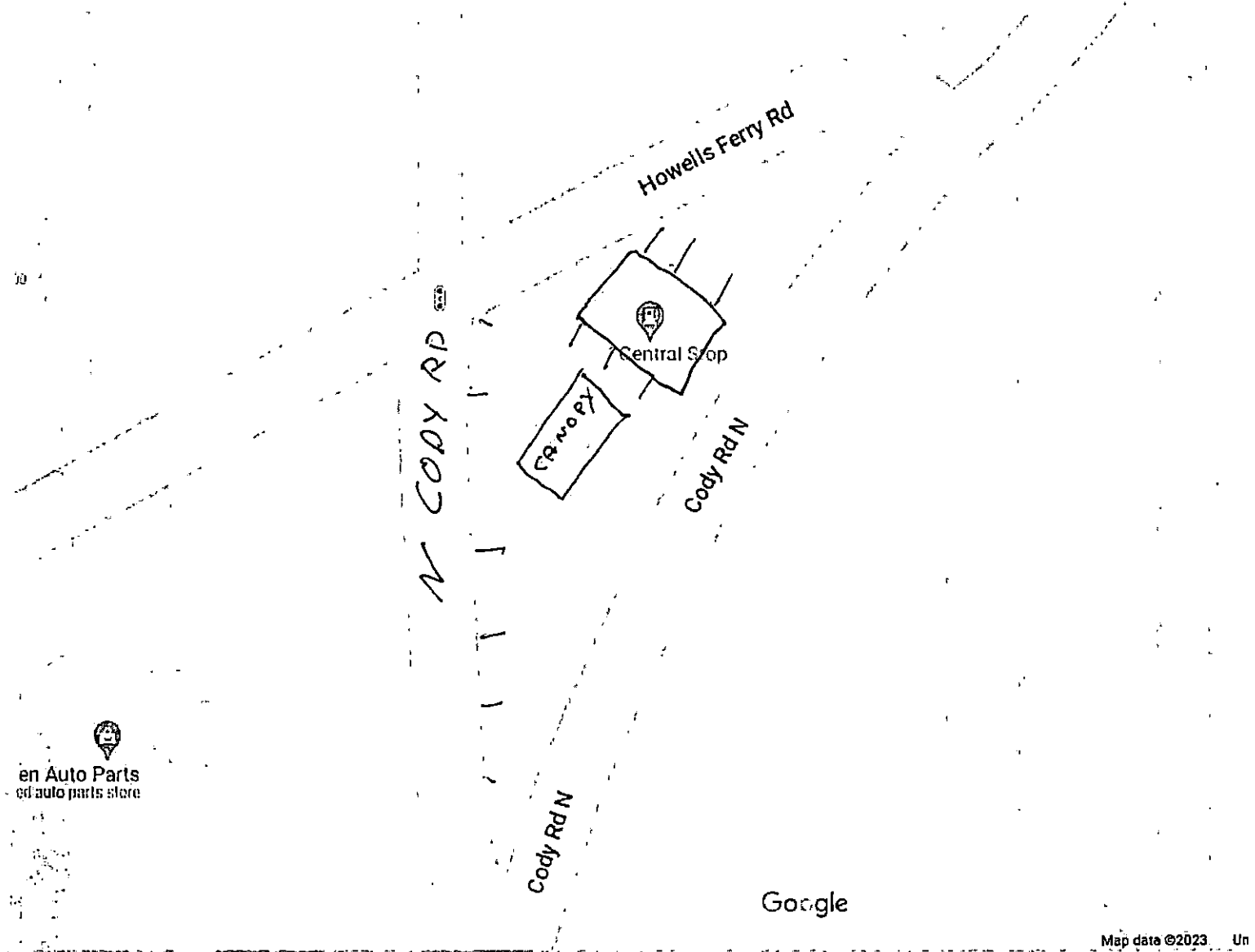
All boxes REQUIRED .. MUST be answered

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Type CONVENIENCE STORE			License Type BREWING Off Premise	
Legal Business Name SLI LLC			Trade Name (DBA) CENTRAL STOP	
Physical Address of Business (Street Name, Suite #) 71			Building Square Footage 2400	Building Stand alone or attached STAND ALONG
City MOBILE	State AL	Zip Code 36618	Did you include the REQUIRED drawing with this sheet? (see pg 5)	

Business Contact Person				
Name SHOAF ALSAMET	Title MEMBER	Phone	Email afa161cloud.com	

PLANNING & ZONING DEPARTMENT USE ONLY				
Parking Provided 8	Parking Required 8	Compliance YES	Zoning B-2	Approved YES
Comments APPROVED PER PREVIOUS APPROVALS				
Print Name PAYTON ROGERS		Signature Payton Rogers	Date 09/12/2023	



Information for address:
7081 HOWELLS FERRY RD

• **Parcel Information:**

Key / ID:

[00483872 / R022803082001036.000](#)

Owner:

Alkablani Omer
7081 Howells Ferry Rd

Mobile, AL 36618

Subdivision:

• **Jurisdiction:**

[City of Mobile](#)

• **Neighborhood Renewal District:**

Community Block Grant Area

• **Revenue District:**

7

• **Township/Range/Section:**

4s2w08

• **Tract Census 2010:**

003404

• **Zipcode:**

Mobile

•

Historic District:

N/A

•

XY Location(NAD83 State Plane Al West 102 Ft):

X: 1746154.750

Y: 262152.187

•

Zoning:

[Check zoning on Planning & Zoning](#)

Services:

• **Fire District:**

Fire Station 1 Lloyd J Freeman

• **Garbage Pickup Day:**

Wednesday-West - Route E

• **Police Precinct / Beat:**

Precinct - 4 / Beat - 44

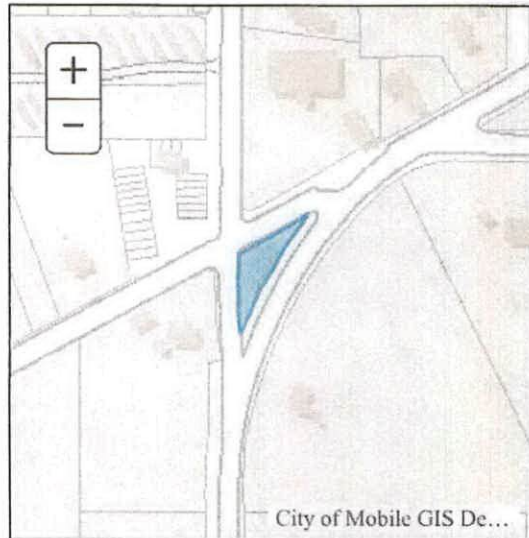
• **Trash Pickup Day/ Unit:**

Thursday North - biweekly / Td-4

•

Community Action Group:

N/A



Political:

• **City Council District:**

[7 - Gina Gregory](#)

• **County Commissioner District:** [2](#)

• **State House District:** [99](#)

• **State Senate District:** [33](#)

School:

• **Elementary School District:**

[Orchard](#)

• **High School District:**

[Blount](#)

• **Middle School District:**

[Scarborough](#)

• **School Board District:** [1](#)

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

• **Hurricane Evacuation Zones :**

[Zone 3](#)

•

Flood Zone:

[Check flood zone on City Map](#)

•

Storm Surge Category: N/A

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated July 01, 2023, by and between Omar Ahmed Alkablani ("Landlord"), and SLI LLC ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Building and Equipment (the "Premises") located at 7081 Howells Ferry Rd, Mobile, AL 36618.

TERM. The lease term will begin on July 01, 2023 and will terminate on June 30, 2028.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$3,500.00, payable in advance on the first day of each month, for a total lease payment of \$210,000.00. Lease payments shall be made to the Landlord at 12126 Save Harbour Cir, Irvington, AL 36544, which address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Operation of a convenience store. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Premises in an amount not less than 100.00% of the full replacement value. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair

existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Omar Ahmed Alkablani
12126 Save Harbour Cir
Irvington, Alabama 36544

TENANT:

SLI LLC
7081 Howells Ferry Rd
Mobile, Alabama 36618

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Alabama.

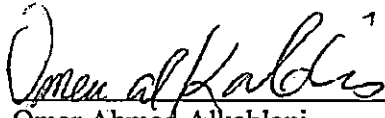
ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:


Omar Ahmed Alkablani

Date: July 01, 2023

TENANT:



SLI LLC Shoaf Ali Mohammed Al Samet

Date: July 01, 2023

City of Mobile Alcoholic Beverage License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY (**REQUIRED** - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

The above described property is

LEASED

to/by

Company Name

SLI 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 18th day of September 20 23

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

Natakie M Bryan

Natakie M Bryan

2/16/2026

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

Omer AlKablani

Shraaf Al Mohammed Alsomet

Owner of Property (Signature)

Applicant Name (Signature)

Omer AlKablani

Shraaf Al Mohammed Alsomet

Address 3210 Oneal Ct

Address 7577 Willow Ct

Ownership Type

City, State, Zip

Mobile AL 36693

City, State, Zip

Mobile AL 36693

Date Agreement Signed

9/18/23

Date Agreement Signed

9/18/23

STATE OF ALABAMA SP 350,000.⁰⁰
COUNTY OF MOBILE ~~MTG~~ 280,000.⁰⁰
SLT-178281 ~~CL~~ 70,000.⁰⁰

Surety Land Title, Inc.

E-RECORDED

ID: 2021021454
County: Mobile
Date: 10-29-21 Time: 10:27 AM

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Danh Thanh Pham, a married man, the grantor, for and in consideration of the sum of \$350,000.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged to have been paid to said grantor by Omer Alkabiani, the grantee, does hereby GRANT, BARGAIN, SELL AND CONVEY unto said grantee, his heirs and assigns, subject to the provisions hereinafter contained, all of that real property located in the County of Mobile, State of Alabama, which is described as follows:

Beginning at the Southeast corner of Cody Road and Howell's Ferry Road, said point being 268.9 feet South and 31.3 feet (measured along the Southerly line of Howell's Ferry Road) from the Northwest corner of Section 8, Township 4 South, Range 2 West, Mobile County, Alabama; thence North 61 degrees 04 minutes 20 seconds East along the South line of Howell's Ferry Road 167.09 feet to a point; thence Southwestwardly along the arc of a curve to the left having a radius of 982.57 feet, a distance of 301.43 feet to a point on the East line of Cody Road (chord bears South 29 degrees 08 minutes 55 seconds West 300.25 feet); thence North along the East line of Cody Road 181.40 feet to the point of beginning.

EXCEPTING THEREFROM all interests in and to all oil, gas and other minerals in, on and/or under said real property and all rights in connection therewith which may have been granted, reserved or leased to others by instruments, of record, in the Office of the Judge of Probate of Mobile County, Alabama.

It is the express intent of the grantor herein to convey ownership of all oil, gas and other mineral interests in, on and/or under said real property and all rights in connection therewith which have not been previously granted to or reserved by others, of record, in the Office of the Judge of Probate of Mobile County, Alabama.

The street address of the aforesaid real property is 7081 Howells Ferry Road, Mobile, AL 36618.

The above described real property does not constitute the homestead of the herein named grantor.

together with all and singular the rights, members, privileges, tenements, hereditaments, easements, appurtenances and improvements belonging or in anywise appertaining thereto; TO HAVE AND TO HOLD the same unto said grantee, his heirs and assigns, in fee simple, forever.



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

SLI LLC

Trade Name (DBA)

CENTRAL STOP

Location Address

7081 HOWELLS FERRY ROAD MOBILE AL 36618

Application Number

2023 - 5597

Post Date

September 22, 2023

That public hearing on said application has been set before
the City Council @ 1030am on Tuesday

October 10, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD

Confirmation Number: 20230817154032397



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:

SPEED 2 LLC
Address: 7081 HOWELLS FERRY ROAD
MOBILE, AL 36618
Telephone: 251-342-3770

NEW APPLICANT:

SLI LLC
Address: 7081 HOWELLS FERRY RD
MOBILE, AL 36619
Telephone: 313-564-9640

Current License No: 050-011363749
070-011363749

LICENSED PREMISES ADDRESS: 7081 HOWELLS FERRY RD MOBILE, AL 36619

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

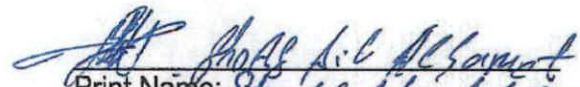
THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 17 day of August, 2023.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)


Print Name: ABDUL HAFED ALQULHAVI
Title: MEMBER


Print Name: Shafiq Ali Alqamot
Title: MEMBER

WITNESS: (By ABC Enforcement)


Revised 9/08



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230817154032397

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:

Trade Name: **CENTRAL STOP**

Filing Fee:

Applicant: **SLI LLC**

Transfer Fee: \$100.00

Location Address: 7081 HOWELLS FERRY RD MOBILE, AL 36619

Mailing Address: 7081 HOWELLS FERRY RD MOBILE, AL 36619

County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: LLC

Book, Page, or Document info: 001-085-622

Do you sell Draft Beer?:

Date Incorporated: 06/21/2023 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 06/21/2023

Federal Tax ID: 93-1997003

Alabama State Sales Tax ID: r011861359

Name:	Title:	Date and Place of Birth:	Residence Address:
SHOAF ALI MUHAMMAD ALSAMET	MEMBER	YEMEN	

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: SHOAF AL SAMET

Business Phone: 313-564-9640

Fax:

Home Phone: 313-564-9640

Cell Phone: 313-564-9640

E-mail: SHOAFALI@ICLOUD.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: SPEED 2

Applicant: SPEED 2 LLC

Previous License Number(s)

License 1: 050-011363749

License 2: 070-011363749



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230817154032397

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: OMER AHMED ALKABLANI 251-525-0637
What is lessors primary business? CONVENIENCE STORE
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2400 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230817154032397

Initial each

SA
SA

In reference to law violations, I attest to the truthfulness of the responses given within the application.

SA

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

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.

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.

SA

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

SA

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.

SA

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.

SA

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):

Shoaf Ali Al Samiet

Signature of Applicant:

[Signature]
Sandy Durham

Notary Name (print):

Notary Signature:

Sandy Durham

Commission expires:

9/17/25

Application Taken: 8/17/23 App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office:

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: 20230817154032397



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?: HE HAS A
CONVENIENCE STORE



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
MONTGOMERY, ALABAMA

2023-2024

LICENSE EXPIRES SEPTEMBER 30, 2024
RENEW LICENSE(S) BEFORE AUGUST 1, 2024

Confirmation Number: 20230915000025576

Renewal Period: June 1, 2024 Through July 31, 2024

License Number: 011363749



County: MOBILE Tobacco Business Type: 41 Vending Machines: 0

Effective Date: 10/01/2023 Printed Date: 09/15/2023

Trade Name: SPEED 2

Licensee: SPEED 2 LLC

Location: 7081 HOWELLS FERRY ROAD
MOBILE

AL 36618

Mailing Address: 7081 HOWELLS FERRY ROAD
MOBILE

AL 36618

050 RETAIL BEER (OFF PREMISES ONLY)

070 RETAIL TABLE WINE (OFF PREMISES ONLY)

990 TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS
Product type: 3

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcboard.gov click license and find the division contact number that services the county for this license.

109303

Curtis E. Stewart

ADMINISTRATOR





AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Council District 1	Cory Penn	9 Cases
Council District 2	William Carroll	6 Cases
Council District 3	C J Small	3 Case
Council District 4	Ben Reynolds	0 Case
Council District 5	Joel Daves	3 Case
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1648

Effective Date of Contract:

10/10/2023

Funding Source

Project # Weed Lien Group 1648

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1648	Backup Material	10/5/2023
resolution	Cover Memo	10/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			10/5/2023 - 2:45

Enforcement Gauthier, Lana

Approved

PM



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

A handwritten signature in blue ink, appearing to be 'GJ', is written over the 'FROM' line.

DATE: **October 5, 2023**

SUBJECT: **WEED LIEN GROUP 1648**

Attached, please find Assessment Lists for Weed Lien Group Number **1648** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION):

10/10/2023

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

11/14/2023

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

*****FOR LOT CLEANING OFFICE USE*****

NUISANCE PHOTOS (DATED):

10/12/2023

LEGAL NOTICE DUE TO LAGNIAPPE:

10/26/2023

LEGAL NOTICE ADS:

11/1/2023-11/8/2023

POSTING DATE:

11/7/2023

Copy to: Marchetta Taite

		WEED LIEN				
		1648			Res. No.	
10/10/2023		LOTS TO BE DECLARED			58-	
11/14/2023		LOTS FOR PUBLIC HEARING			58-	
//2023		LOTS TO BE ASSESSED FOR COST			58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	155 Esplanade Ave	24973	30319		5	
2	1364 Glenn St	27603	30320		3	
3	1160 Seneca St	31819	30321		3	
4	2016 Tucker St	28217	30322		1	
5	2014 Tucker St	28216	30323		1	
6	2709 Greenback Dr	28188	30325		1	
7	1506 Diamond Dr	29059	30327		1	
8	500 Avondale Ct	28012	30328		2	
9	1860 Toulmin Ave	27561	30331		1	
10	654 Fisher St	27908	30332		1	
11	2757 Pages Lane	28401	30333		1	
12	809 Dr Thomas Ave N	27478	30334		2	
13	721 Dr Thomas Ave N	27476	30335		2	
14	4110 Seabreeze Rd N	29112	30336		5	
15	614 Mohawk St	29116	30337		5	
16	0 Richardson St	28222	30338		2	
	Parcel No. (22 08 44 0 019 194.001)					
17	658 Cherokee St	29048	30339		2	
18	2404 King St	28123	30340		1	
19	2410 King St	28124	30343		1	
20	1052 Brussels St	31812	30344		2	
21	912 S Warren St	27979	30345		3	
				\$ -		
District total for this group						
1	9					
2	6					
3	3					
4	0					
5	3					
6	0					
7	0					
	21		0			
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

 10/5/23
 Marchetta Dute 10-5-2023

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1648** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **14th day of November 2023**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

A handwritten signature in black ink, appearing to be 'GJ', is written over the 'FROM' line.

DATE: **October 5, 2023**

SUBJECT: WEED LIEN GROUP **1648**

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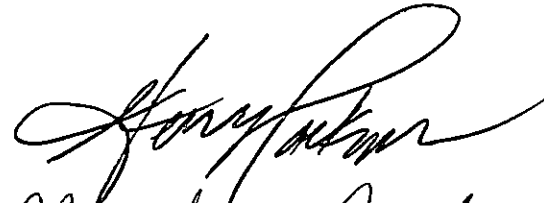
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Copy to: Marchetta Taite

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4	0					
5	3					
6	0					
7	0					
	21		0			
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

 10/5/23
 Marchetta Dute 10-5-2023



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

Director of Parks and Recreation Kim Carmody

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Recognizing employee of the month for October, Antoney Peterson with the Maintenance Division in the Parks and Recreation Department.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Parks and Recreation Gauthier, Lana	Approved	10/5/2023 - 2:17 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

Marc Vassallo

Sponsored by:

Mayor Stimpson

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Resolution

Cover Memo

10/4/2023

REVIEWERS:

Department Reviewer

Action

Date

Public
Service

Gauthier, Lana

Approved

10/5/2023 - 2:19
PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

- **October 2023 – Adam Lynn (Employee # 20448) Fleet Maintenance (Public Services)**

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

James A. DeLapp, Executive Director of Public Works

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Recognizing employee of the month for October, Dudley Mask Engineering Permitting in Public Works at Large

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	10/2/2023

REVIEWERS:

Department Reviewer	Action	Date
Build Mobile Gauthier, Lana	Approved	10/5/2023 - 2:42 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

- **October 2023 – Dudley Mask (Employee # 8563)**
Public Works at Large (Engineering Permitting)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilman Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with gifts, awards, and support to the school's staff as well as special recognitions and assistance to students.

Amount of Contract:

\$500.00

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 - BOOKER T. WASHINGTON MIDDLE SCHOOL	Cover Memo	10/4/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/4/2023 - 11:47 AM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, Councilmember Penn wishes to appropriate **\$500.00** to Booker T. Washington Middle School, from his discretionary funds; and

WHEREAS, Booker T. Washington Middle 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 Booker T. Washington Middle School will be used to assist with gifts, awards, and support to the school's staff during holidays, and special recognition and assistance to students, which will serve a public purpose benefiting 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 **\$500.00** to Booker T. Washington Middle 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:10/10/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilman Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with the financial sponsorship in raising scholarships to further college education.

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 - MISS ALABAMA FOUNDATION dba MISS MOBILE BAY ORGANIZATION	Cover Memo	10/4/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/4/2023 - 7:51 AM

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 Miss Alabama Foundation. dba Miss Mobile Bay, from his discretionary funds; and*

WHEREAS, *Miss Alabama Foundation. dba Miss Mobile Bay, from his discretionary funds, is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to the *Miss Alabama Foundation. dba Miss Mobile Bay, from his discretionary funds, will be used to assist the financial sponsorship in raising scholarships to further college education, 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 Miss Alabama Foundation. dba Miss Mobile Bay, Incorporated 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:10/10/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilman Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with the 2nd Annual Harvest Festival on November 18, 2023.

Amount of Contract:

\$1,500

Funding Source

Project # DSC-01/10041020-42080

Discretionary Funds DSC-01

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - TOULMINVILLE- CRICHTON COMMUNITY DEVELOPMENT CORPORATION	Cover Memo	10/4/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/4/2023 - 7:37 AM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, Councilmember Penn wishes to appropriate **\$1,500.00** to Toulminville-Crichton Community Development Corporation, from his discretionary funds; and

WHEREAS, Toulminville-Crichton Community Development Corporation, 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-Crichton Community Development Corporation, will be used to assist with the 2nd Annual Harvest Festival, 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 Toulminville-Crichton Community Development Corporation, 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:10/10/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilman Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with the Trinity Gardens Black Heritage Parade

Amount of Contract:

\$5,500.00

Funding Source

Project # DSC-01/10041020-42080

Discretionary Funds DSC-01

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - TRINITY GARDENS COMMUNITY CIVIC CLUB	Cover Memo	10/4/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/4/2023 - 7:55 AM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate \$5,500.00* to Trinity Gardens Community Civic Club, from his discretionary funds; and

WHEREAS, Trinity Gardens Community Civic Club, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Trinity Gardens Community Civic Club, will be used to assist with the Trinity Gardens Black Heritage Parade scheduled for February 17, 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 **\$5,500.00** to Trinity Gardens Community Civic Club, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

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 sports equipment, team uniforms, travel, and toys for tots.

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 - TRINITY GARDENS FALCONS ATHLETICS	Cover Memo	10/4/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/4/2023 - 7:43 AM

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 Trinity Garden Falcons Athletics, from his discretionary funds; and*

WHEREAS, Trinity Garden Falcons Athletics, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Trinity Garden Falcons Athletics, *will be used to assist with the purchase of sports equipment, team uniforms, travel, and toys for tots*, 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 Trinity Garden Falcons Athletics, 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:10/10/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilman Joel Daves and Councilman Penn

Purpose and Scope of Project:

Funds will be used to assist with the purchase of mellophone horns, drumheads, and operational expenses.

Amount of Contract:

\$5,000

Funding Source

Project # DSC-05/10041020-42080; DSC-0/10041020-42080

Discretionary Funds DSC-05; DSC-01

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - MARCHING COUGARS BAND BOOSTER CLUB	Cover Memo	10/4/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/4/2023 - 8:34 AM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*
Councilmember Joel Daves

WHEREAS, *Councilmember Penn wishes to appropriate **\$1,500.00**, and Councilmember Daves wishes to appropriate **\$3,500.00 (TOTAL \$5,000)** from their discretionary funds; and*

WHEREAS, *Marching Cougars Band Booster Club, is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Marching Cougars Band Booster Club, *will be used to assist with the purchase of mellophonium horns and operational expenses, which will serve a public purpose benefitting the City of Mobile and its citizens.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$5,000.00** to Marching Cougars Band Booster Club, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilman Penn and Councilman Daves

Purpose and Scope of Project:

Funds will be used to assist and support the important community resources that are in place, such as housing needs, utility assistance, food pantries, and shelter services.

Amount of Contract:

\$6,000.00

Funding Source

Project # DSC-01/10041020-42080; DSC-05/10041020-42080

Discretionary Funds DSC-01; DSC-05

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION -UNITED WAY OF SOUTHWEST ALABAMA, INC.	Cover Memo	10/5/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/5/2023 - 1:50 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Joel Daves
Councilmember Cory Penn

WHEREAS, Councilmember Daves wishes to appropriate **\$5,000**, Councilmember Penn wishes to appropriate **\$1,000** to United Way of Southwest Alabama, Inc., from their discretionary funds; and

WHEREAS, United Way of Southwest Alabama, Inc., is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to United Way of Southwest Alabama, Inc., will be used to assist with and support the important community resources in place such as housing needs, utility assistance, food pantries, and shelter services, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$6,000.00** United Way of Southwest Alabama, Inc., for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilman William Carroll, Councilwoman Gina Gregory, and Councilman Ben Reynolds

Purpose and Scope of Project:

Funds will be used to assist with the Serve It Up With Love charity tennis tournament on April 7th and April 9th, 2024.

Amount of Contract:

\$7,500.00

Funding Source

Project # DSC-02/10041020-42200: DSC-07/10041020-42080; DSC-04/10041020-42080

Discretionary Funds DSC-02; DSC-07; DSC-04

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - CHILD ADVOCACY CENTER, INC	Cover Memo	10/4/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/4/2023 - 8:29 AM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*
Councilmember Gina Gregory
Councilmember Ben Reynolds

WHEREAS, *Councilmember Carroll wishes to appropriate \$2,500.00, Councilmember Reynolds wishes to appropriate \$2,500.00, and Councilmember Gina Gregory wishes to appropriate \$2,500.00 (TOTAL \$7,500) to The Child Advocacy Center, Inc., from their discretionary funds; and*

WHEREAS, The Child Advocacy Center, Inc., is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to The Child Advocacy Center, Inc., will be used to assist with the SERVE IT UP WITH LOVE Charity Tennis tournament on April 7th and April 9th, 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 **\$7,500.00** to The Child Advocacy Center, Inc. for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilwoman Gina Gregory

Purpose and Scope of Project:

Funds will be used to assist with the District 7 Christmas Celebration on December 4, 2023

Amount of Contract:

\$3,142.50

Funding Source

Project # DSC-07/10041020-42080

Discretionary Funds DSC-07

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - CC'S CLASSIC CATERING, LLC	Cover Memo	10/4/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/4/2023 - 7:58 AM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gina Gregory

WHEREAS, Councilmember Gregory wishes to appropriate **\$3,142.50** to CC's Classic Catering, LLC., from her discretionary funds; and

WHEREAS, CC's Classic Catering, LLC., is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to CC's Classic Catering, LLC, will be used to assist with the District 7 Christmas Celebration on December 4, 2023, at the Mobile Museum of Art, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$3,142.50** CC's Classic Catering, LLC., for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Submitted by:

DONNA G. BRYARS, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE 2024 KNIGHT LIGHT CHRISTIAN DISCIPLESHIP CAMP FOR YOUNG MEN AGES 8 TO 12 DURING THE MONTHS OF JUNE THROUGH JULY 2024.

Amount of Contract:

\$2,500.00

Funding Source

Project # DSC-07/10041020-42080

Discretionary Funds DSC-07

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - JUBILEE YOUTH SERVICE LEADERSHIP ACADEMY	Cover Memo	10/4/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	10/4/2023 - 7:10 AM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **\$2,500.00** to Jubilee Youth Service Leadership Academy, from her discretionary funds; and*

WHEREAS, *Jubilee Youth Service Leadership Academy, 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 *Jubilee Youth Service Leadership Academy, will be used to assist with the 2024 Knight Light Christian Discipleship Camp for young men ages 8 to 12 during the months of June through July 2024.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$2,500.00** to Jubilee Youth Service Leadership Academy, 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:10/10/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vulcan Construction Materials LP for 455 tons delivered Calera limestone for riprap for Helen Wood Park.

CIP

Amount of Contract:

\$43,043.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20231003 Vulcan Agenda Package POs	Cover Memo	10/3/2023

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.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>14596</u>	2023	(3032) ARCHITECTURAL ENGINEERING	455 TONS DELIVERED CALERA LIMESTONE FOR RIPRAP FOR HELEN WOOD PARK (SEALED BID 5842)	\$43,043.00	<u>(228600)</u> <u>VULCAN</u> <u>CONSTRUCTION</u> <u>MATERIALS LP.</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014596-00 FY 2023 PO 23014220 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Converted	Page 1
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Vendor
 VULCAN CONSTRUCTION MATERIALS LP
 1767 COCHRANE BRIDGE CAUSEWAY

Ship To
 HELEN WOOD PARK
 4901 DAUPHIN ISLAND PARKWAY

MOBILE, AL 36605

MOBILE, AL 36660

Tel#251-583-9690

Delivery Reference
 BRENDA PARKER

Deliver To
 HELEN WOOD PARK
 4901 DAUPHIN ISLAND PARKWAY

MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/23	228600				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER MY BID #5842 AND QUOTE #51091922 BY ANTHONY GRIJALVA. CLASS 4 RIPRAP PRODUCT #43031. TO BE DELIVERED BY VENDOR.	455.00	94.60000	43043.00
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Additional Description Notes

FOR DELIVERY DATE & TIME.
 CONTACT DEXTER JOHNSON 251-208-2722 OR VERNON COLLINS 251-208-2929 IN PUBLIC SERVICES DEPT.

1	2000.80.00.0000.0000.0000.0000.48010. E C0143 .CONSTRUCTN.			43043.00
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Ship To
 HELEN WOOD PARK
 4901 DAUPHIN ISLAND PARKWAY
 MOBILE, AL 36605
 Delivery Reference
 BRENDA PARKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

[Requisition Link](#)

Requisition Total

43043.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014596-00 FY 2023 PO 23014220 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Converted	Page 2
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Vendor VULCAN CONSTRUCTION MATERIALS LP 1767 COCHRANE BRIDGE CAUSEWAY	Ship To HELEN WOOD PARK 4901 DAUPHIN ISLAND PARKWAY
---	---

MOBILE, AL 36660

Tel#251-583-9690

MOBILE, AL 36605

Delivery Reference
BRENDA PARKER

Deliver To
HELEN WOOD PARK
4901 DAUPHIN ISLAND PARKWAY
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/23	228600				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	E C0143 .CONSTRUCTN.		43043.00	6312.00

***** General Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	2000.80.00.0000.0000.0000.0000.48010.		43043.00	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	08/31/23	CARLEEN STOUT	Auto approved by: 910519420
Approved	08/31/23	CASSIE BOATWRIGHT	
Approved	08/31/23	BRENDA RHODES	
Approved	08/31/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/31/23	RELYA MALLORY	Auto approved by: 910511034
Approved	09/22/23	DONALD ROSE	Auto approved by: 9105paij
Approved	09/22/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/22/23	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/22/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/22/23	JOHN PAINE	Approved by: 9105neej
Approved	09/22/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5842
AGGREGATE

	VULCAN CONSTRUCTION	MARTIN MARIETTA
455 TONS OF RIPRAP	\$94.60	NB

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 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. Be sure to sign and return this page including the terms and conditions on the reverse of page 1. THE CITY OF MOBILE DOES NOT ACCEPT VENDOR’S TERMS AND CONDITIONS. If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID #5842

APPX 455 TO 600 TONS CLASS 4 RIPRAP PRODUCT #43031.

TO BE DELIVERED BY VENDOR.

DELIVERED TON PRICE:

DELIVERY LOCATION: HELEN WOOD PARK
4901 DAUPHIN ISLAND PARKWAY
MOBILE, ALABAMA 36605



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

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	Backup Material	10/5/2023

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

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, 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 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 93,000 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. To the extent not used for said purpose the funds or any unused portion thereof shall be returned to the City.

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.

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, City shall maintain the right to terminate this Agreement upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

10. That USA shall comply with 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 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.

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

City of Mobile

Lisa Lambert
City Clerk

William S. Stimpson, Mayor

Date: _____

UNIVERSITY OF SOUTH ALABAMA

Date: _____

Jo Bonner, President
University of South Alabama



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

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.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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
<u>130</u>	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	\$21,358.50	(279229) PETROLEUM TRADERS CORPORATION
<u>131</u>	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	\$20,460.64	(279229) PETROLEUM TRADERS CORPORATION
<u>132</u>	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	\$20,132.64	(279229) PETROLEUM TRADERS CORPORATION
<u>133</u>	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	\$20,132.64	(279229) PETROLEUM TRADERS CORPORATION
<u>134</u>	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	\$20,132.64	(279229) PETROLEUM TRADERS CORPORATION
<u>135</u>	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	\$26,233.01	(279229) PETROLEUM TRADERS CORPORATION

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

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

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000130-00 FY 2024 PO 24000100 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Converted	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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, 8230.00 2.59000 21315.70 OPIS PRICE. GALLON 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	0.00520	42.80
EACH Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000130-00 FY 2024 PO 24000100 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Converted	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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	

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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
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Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820

Ship To
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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/03/23	279229	10/05/23			FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000131-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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, 8200.00 2.49000 20418.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
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	8200.00 EACH	0.00520	42.64
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000131-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
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Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/03/23	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000132-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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, 8200.00 2.45000 20090.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
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	8200.00 EACH	0.00520	42.64
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000132-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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
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***** 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	

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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	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
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Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/03/23	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000133-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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	8200.00 EACH	0.00520	42.64
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000133-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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	

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Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000133-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
	Page 3
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Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820

Ship To
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

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/23	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000134-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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, 8200.00 2.45000 20090.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
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	8200.00 EACH	0.00520	42.64
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000134-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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
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***** 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	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
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Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/03/23	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000135-00 FY 2024 PO 24000101 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Converted	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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. Vendor Item Inventory Item/Loc 5295	7530.00 GALLON	3.45000	25978.50
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 Vendor Item Inventory Item/Loc 7982	7530.00 EACH	0.03380	254.51
1	1000.40.20.2070.2050.2070.0000.0000.45020.			254.51

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000135-00 FY 2024 PO 24000101 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Converted	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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	

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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
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Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/03/23	279229	10/05/23			FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000136-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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 MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000136-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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
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***** 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	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/03/23	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

===== Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000137-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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 MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000137-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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
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***** 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 MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 =====	===== Requisition 00000137-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3 =====
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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
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Authorized By: _____ Date: _____

Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000138-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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	8200.00 EACH	0.00520	42.64
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000138-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
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Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/03/23	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000139-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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	8200.00 EACH	0.00520	42.64
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000139-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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
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***** 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	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/03/23	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000140-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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, 8200.00 2.49000 20418.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
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	8200.00	0.00520	42.64
EACH Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000140-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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
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***** 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 MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000140-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
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Page 3

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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
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Authorized By: _____ Date: _____
Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000142-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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	8200.00 EACH	0.00520	42.64
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000142-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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
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***** 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 MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000142-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
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Page 3

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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
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Authorized By: _____ Date: _____
Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000143-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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	8200.00 EACH	0.00520	42.64
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000143-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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
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***** 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 MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000143-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3
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===== Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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
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Authorized By: _____ Date: _____

Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000144-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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, 8200.00 2.49000 20418.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
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	8200.00 EACH	0.00520	42.64
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000144-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/03/23	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000146-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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, 8200.00 2.49000 20418.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
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	8200.00	0.00520	42.64
EACH Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000146-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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
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***** 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	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/03/23	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

===== Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000147-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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	8200.00 EACH	0.00520	42.64
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000147-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/03/23	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

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

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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 MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000148-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

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

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000149-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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, 8200.00 2.49000 20418.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
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	8200.00 EACH	0.00520	42.64
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000149-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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
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***** 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	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 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

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

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000150-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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 MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000150-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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
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***** 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	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 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

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

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000151-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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 MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00000151-00 FY 2024 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To 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
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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
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***** 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	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 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

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

LN Description / Account	Qty	Unit Price	Net Price
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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

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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 10/14/2021	BID NO. 5624	DEPARTMENT Various	Commodities to be delivered F.O.B. Mobile to: 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		EXTENSION	
			Dollars	Cents	Dollars	Cents
	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.

Page _____ of _____

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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 6 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**

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 6					
	The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:					
	<u>Motor Pool 745 South Broad St., Mobile, AL 36604</u> 1 Ea. 10,000 Gallon Tank (Unleaded, in ground)					
	<u>Municipal Garage 770 Gayle St., Mobile, AL 36604</u> 2 Ea. 10,000 Gallon Tanks (Unleaded, in ground) 1 Ea. 2000 Gallon Tank (Unleaded, above ground, 0% Ethanol)					
	<u>3rd Precinct 2165 St. Stephens Rd., Mobile, AL 36617</u> 1 Ea. 4,000 Gallon Tank (Unleaded, above ground, Bobtail Delivery only)					
	<u>Langan Park 4901 Museum Dr., Mobile, AL 36608</u> 1 Ea. 10,000 Gallon Tank (Unleaded, above ground) 2 Ea. 1,000 Gallon Tanks (Diesel, in ground)					
	<u>4th Precinct 8080 Airport Blvd., Mobile, AL 36608</u> 1 Ea. 10,000 Gallon Tank (Unleaded, above ground)					
	<u>The Wave Transit 1224 West I-65 Svc. Rd., S., Mobile, AL 36606</u> 1 Ea. 1,200 Gallon Tank (Unleaded, above ground)					
	<u>Fire Station #7 5525 Commerce Blvd., Mobile, AL 36619</u> 1 Ea. 2000 Gallon Tank (Diesel, above ground)					
	The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.					
</						

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.

Page _____ of _____

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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 6 of 6 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: <u>purchasing@cityofmobile.org</u> 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

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

Contract Header

Contract

Gasoline & Diesel Fuel

Supplier

The McPherson Companies Inc

Linked Solicitation

STATEWIDE GASOLINE & DIESEL FUEL

Type

Master Agreement

Contract Code

MA230000004236

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:10/10/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kintex 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 Kintek 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.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>14485</u>	2023	(1510) FIRE ADMINISTRATION	2 WILDLAND FIRE SKID UNITS FOR MFRD (COMPETITIVE PRICE QUOTES)	\$25,897.60	<u>(298747) KIMTEK CORPORATION</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014485-00 FY 2023 Acct No: 1000.30.15.1510.1522.1510.0000.0000.47020. Review: Buyer: 910519540 Status: Approved	Page 1
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Vendor KIMTEK CORPORATION 326 INDUSTRIAL PARK LN ORLEANS, VT 05860 Tel#888-546-8358X102	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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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			

001 AS PER QUOTE MFR-082823 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
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014485-00 FY 2023 Acct No: 1000.30.15.1510.1522.1510.0000.0000.47020. Review: Buyer: 910519540 Status: Approved	Page 2
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Vendor KIMTEK CORPORATION 326 INDUSTRIAL PARK LN ORLEANS, VT 05860 Tel#888-546-8358X102	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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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
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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 ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014485-00 FY 2023 Acct No: 1000.30.15.1510.1522.1510.0000.0000.47020. Review: Buyer: 910519540 Status: Approved	Page 3
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Vendor KIMTEK CORPORATION 326 INDUSTRIAL PARK LN ORLEANS, VT 05860 Tel#888-546-8358X102	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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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
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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
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014485-00 FY 2023 Acct No: 1000.30.15.1510.1522.1510.0000.0000.47020. Review: Buyer: 910519540 Status: Approved	Page 4
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Vendor
 KIMTEK CORPORATION
 326 INDUSTRIAL PARK LN

ORLEANS, VT 05860

Tel#888-546-8358X102

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
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:10/10/2023

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.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>15071</u>	2023	(2045) MAJOR PROJECTS	ONE-YEAR EBUILDER APP EXCHANGE PROJECT MANAGEMENT SOFTWARE SUBSCRIPTION PLUS INTEGRATION SERVICES FOR (EXEMPT AS SOFTWARE)	\$25,589.45	<u>(295201) E-BUILDER, INC.</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015071-00 FY 2023 PO 23014364 Acct No: 1000.40.20.2045.2045.2000.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 1
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Vendor
E-BUILDER, INC.
1800 NW 69TH AVE SUITE 201

PLANTATION, FL 33313

Tel#954-513-3105

Ship To
PROGRAMS & PROJECT MGMT
205 GOVERNMENT STREET
2ND FLR S TOWER RM 229
MOBILE, AL 36644
JASMINE.WASHINGTON@CITYOFMOBILE.ORG

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
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General Notes

001 PER GS-35F-408AA 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-PL ATFORM	1.00 EACH	9571.79000	9571.79
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1 1000.40.20.2045.2045.2000.0000.0000.42200.	9571.79
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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 ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015071-00 FY 2023 PO 23014364 Acct No: 1000.40.20.2045.2045.2000.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 2
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Vendor
 E-BUILDER, INC.
 1800 NW 69TH AVE SUITE 201

PLANTATION, FL 33313

Tel#954-513-3105

Ship To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644
 JASMINE.WASHINGTON@CITYOFMOBILE.ORG

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	6.00 EACH	2010.08000	12060.48
	Vendor Item No.: EB-APPX-SVC-1IP			

1 1000.40.20.2045.2045.2000.0000.0000.42200. 12060.48

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015071-00 FY 2023 PO 23014364 Acct No: 1000.40.20.2045.2045.2000.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 3
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Vendor
E-BUILDER, INC.
1800 NW 69TH AVE SUITE 201

PLANTATION, FL 33313

Tel#954-513-3105

Ship To
PROGRAMS & PROJECT MGMT
205 GOVERNMENT STREET
2ND FLR S TOWER RM 229
MOBILE, AL 36644
JASMINE.WASHINGTON@CITYOFMOBILE.ORG

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
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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 ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015071-00 FY 2023 PO 23014364 Acct No: 1000.40.20.2045.2045.2000.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 4
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Vendor
E-BUILDER, INC.
1800 NW 69TH AVE SUITE 201

PLANTATION, FL 33313

Tel#954-513-3105

Ship To
PROGRAMS & PROJECT MGMT
205 GOVERNMENT STREET
2ND FLR S TOWER RM 229
MOBILE, AL 36644
JASMINE.WASHINGTON@CITYOFMOBILE.ORG

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:10/10/2023

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 ☒ ; 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 Troutman, a Notary Public, in and for said County in said State, hereby certify that Donald W. 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, 2022

S. Troutman
(Seal) exp 11/01/2025

Notary Public



CITY OF MOBILE, A Municipal Corporation

BY: _____
Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

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

<u>Job Description</u>	<u>Hourly Rate</u>
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

<u>Description</u>	<u>Day Rate</u>
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

<u>Description</u>	<u>Rate</u>
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 Cadence Insurance 760 Howard Avenue 2nd Floor Biloxi MS 39530	CONTACT NAME: Lisa Joiner PHONE (A/C, No, Ext): 228-436-5038 FAX (A/C, No): 228-256-8908 E-MAIL ADDRESS: lisa.joiner@cadenceinsurance.com
INSURED Osprey Initiative, LLC 651 Olive Avenue Fairhope AL 36532	OSPRINI-01 INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 17370

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	ECP203817911	5/26/2023	5/26/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			FFX204058210	5/26/2023	5/26/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	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)

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**CANCELLATION**

City of Mobile, AL
205 Government Street
Mobile AL 36644

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.

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  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																					
INSURED OSPREY INITIATIVE LLC 651 OLIVE AVE FAIRHOPE AL 365322833	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>State Farm Mutual Automobile Insurance Company</td><td>25178</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	State Farm Mutual Automobile Insurance Company	25178	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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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 ☒ 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 \$ \$ PER STATUTE ☐ OTH-ER ☐ \$
	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					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**CANCELLATION**

City of Mobile, AL 205 Government St. Mobile AL 36644	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  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  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: brenda.simkins.r8a9@statefarm.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 25178
INSURED OSPREY INITIATIVE LLC 651 OLIVE AVE FAIRHOPE AL 365322833				

COVERAGES

CERTIFICATE NUMBER:

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A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ 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

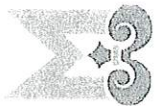
CANCELLATION

City of Mobile 205 Government St. Mobile AL 36644	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  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 email: Archinque.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

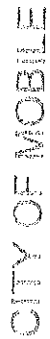
RFP/RFQ Solicitation Number	GOMESA(ADEM) Litter Trap Fund, Award # G-ADEM-LT 31/ADEM
Project Description	Litter Trap Fund Maintenance & Debris
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>10</u> Female <u>10</u> Minority <u>3</u> Non-minority <u> </u> Vets <u> </u>
Total # of Employees	<u>20</u>

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: don.bates@osprey.world Phone: 601-842-7305



Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archrnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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/RFO/Bid # 606E-21 ~~606E-21~~ Your Bid/Proposal Amount \$ 170,500

Description	Litter	Traps	Maintenance	Debris

Name of Bidder/Proposer: Opportunity Initiative, LLC

Date: 9/25/23

intend to use the following subcontractors:

[illegible]

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Donaldo Bala, 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.

Donaldo Bala, Jr.

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.

[Signature] exp 11/27/25
Signature and Seal of Notary Public



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: _____

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 $\geq$ 25% in non-Federal funding?	Less than 25% in non-Federal Funding	
	25% - 50% in non-Federal Funding	
	> 50% in non-Federal Funding	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: Donaldo Bay

Date: 5/31/23



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



Signature

Owner/President

Title

September 1, 2023

Date

Donald W. Bates Jr.

Typed Name of Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

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 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: 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.

Init.

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User Notes:

(1769548654)

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 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)

Init.

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.

Init.

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User Notes:

(1769548654)

§ 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

Init.

§ 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 Contract 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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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.

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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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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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)

(Rows deleted)

William S. Stimpson, Mayor
(Printed name and title)

CONTRACTOR (By Signature)

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.

Bryan F. Harper
NOTARY PUBLIC
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)

Owner's Representative: Cassie Boatwright

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

REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond

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 Freeli; 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 authority 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.



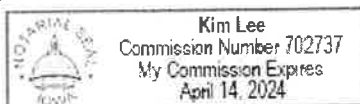
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

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
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.



William Warner Jr.
Secretary

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 Oblige, 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: 

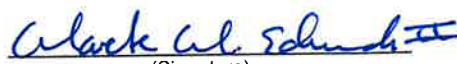
(Signature)

Name and Title:

JACOB W. SMITH, PRESIDENT

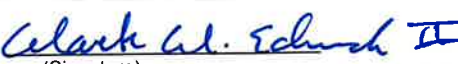
SURETY

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

Labor and Material Payment Bond

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.

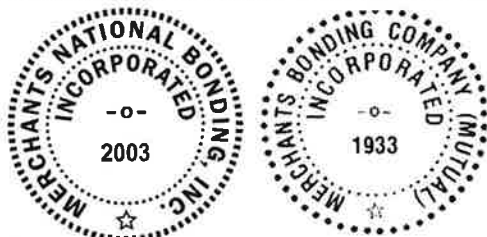
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 authority 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.



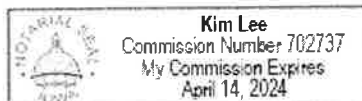
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

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.

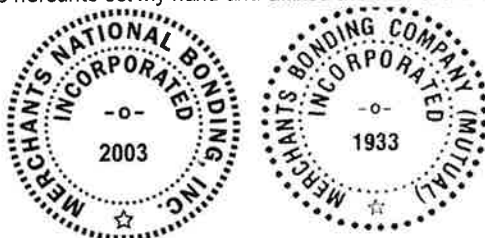


Kim Lee
Notary Public

(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.



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 email: Archie.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: Archinque.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: [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
Page 2 of 5
Subcontractor/Supplier Plan

4/5/2021



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: _____

Description	City of Mobile, Alabama Cruise Terminal SPBB Gangway Improvements - Electrical
9/20/2023	

Name of Bidder/Proposer: **Bill Smith Electric, Inc.** **Jacob W. Smith** **President**

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



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.



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, 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 Section 2(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		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	
INSURED Bill Smith Electric, Inc P.O. Box 1057 Gonzalez FL 32560		INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Insurance Company INSURER B: Evanston Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
License#: L100460 BILLSMI-02		NAIC # 10178 35378	

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	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOG OTHER:	Y	Y	GL10008624700	7/24/2023	7/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	CA10008624600	7/24/2023	7/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			UMB10008625000	7/24/2023	7/24/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC010008624900	7/24/2023	7/24/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 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**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.

City of Mobile
PO Box 1827
Mobile AL 36633-1827

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: BILLSMI-02

LOC #:

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Acentria Insurance - Pensacola		NAMED INSURED 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 \$650,000 any one location \$650,000 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



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

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.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [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)

Init.

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 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 Contract 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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DIVISION 46**WATER AND WASTEWATER EQUIPMENT**

July 14, 2023

.5 Addenda, if any:**Number**

Addendum #1
Addendum #2
Addendum #3
Addendum #4

Date

July 20, 2023
August 1, 2023
August 11, 2023
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.

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:

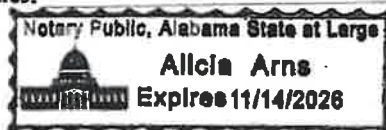
City Clerk

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:



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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.

BID FORM

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	Includes installation and maintenance of required erosion control devices as described in the Plans.
Additional Item -	15,344.00	
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.

BID FORM

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	

BID FORM

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.

BID FORM

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 PRINCIPALCompany: *(Corporate Seal)*

Signature: _____

Name and

Title: _____

*(Any additional signatures appear on the last page of this Performance Bond.)***SURETY**

Hartford Fire Insurance Company

Company: *(Corporate Seal)*Signature: 

Name and Mark W. Edwards, II

Title: Attorney-in-Fact

*(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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User Notes:

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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.

§ 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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§ 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

Company: _____
Signature: _____
(Corporate Seal)

Name and Title: _____
Address: _____

SURETY

Company: _____
Signature: _____
(Corporate Seal)

Name and Title: _____
Address: _____

Init.

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User Notes: (3B9ADA35)

4

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)

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: MCGRUFF INSURANCE SERVICES LLC
Agency Code: 21-250036

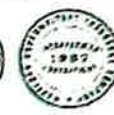
- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the 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

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

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. Dozols

Keith D. Dozols, Assistant Vice President

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:

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 Mondimar Dr., Suite 1050
 Mobile, AL 36609

Amk.

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User Notice:

(389ADA33)

§ 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.

Init.

§ 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.

Init.

§ 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

Company: _____
Signature: _____

Name and Title: _____
Address: _____

(Corporate Seal)

SURETY

Company: _____
Signature: _____

Name and Title: _____
Address: _____

(Corporate Seal)

Init.

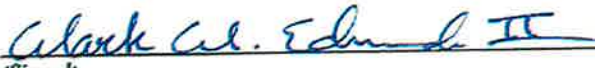
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User Notes:

(789ADA33)

4

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.


(Signed)

Mark W. Edwards, II, Attorney-in-Fact
(Title)

(Dated)

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@hartford.com
 call: 888-266-3488 or fax: 860-757-5635

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MCGRIFF INSURANCE SERVICES LLC
 Agency Code: 21-250036

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | 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

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

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

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
251.208.7867
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.

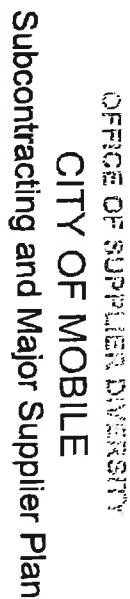
If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address 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.



**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)

Please Print Company RH Deas Bld. Co. Your Bid/Proposal Amount \$
8 / 23 / 2023 Description Heroes Plaza
 Name of Bidder/Proposer: Richard Deas 6,487,711.00

Date:

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
<u>Superior Masonry</u>		<u>Precast</u>	<u>495,000</u>	<u>7.6%</u>	<u>Yes</u>	
<u>JR Mitchell</u>		<u>Utilities, Water</u>	<u>182,800</u>	<u>2.8%</u>	<u>Yes</u>	
<u>Kent's Landscaping</u>		<u>Landscaping, Irrigation</u>	<u>256,300</u>	<u>4.0%</u>	<u>No</u>	
<u>CRC Inc</u>		<u>Siterwork</u>	<u>848,000</u>	<u>13%</u>	<u>No</u>	
<u>Hasky & Russell</u>		<u>Electrical</u>	<u>455,596 -</u>	<u>7.0%</u>	<u>No</u>	
<u>Ferdue Concrete</u>		<u>Concrete</u>	<u>3440,000</u>	<u>6.7%</u>	<u>No</u>	
<u>Peters</u>		<u>Air Dens Bld. Co</u>	<u>400,000</u>	<u>6.2%</u>	<u>No</u>	
<u>Asphalt Paving</u>		<u>Bay Area Contracting</u>	<u>57,500</u>	<u>1.5%</u>	<u>No</u>	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

C O S D
Via email: Archnique.kidd@cityofmobile.org
251.208.7867
205 Government Street, 4th Floor

FORM 1 B

S I.1

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: [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: richard@rhdeasbuildingco.com Phone: 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.



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



Company ID Number: 1848425

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	RH Deas 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

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

License#: 2081754
RHDEASB-01

INSURED
R. H. Deas Building Company, LLC
3660 Dauphin Street, Suite D
Mobile AL 36608

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:		

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:		MP0082001005979	4/6/2023	4/6/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		5442046300	4/6/2023	4/6/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		XLS1224391	4/6/2023	4/6/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A		6S60UB6R52916923	8/5/2023	8/5/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 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:10/10/2023

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

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
8401 N. Central Expressway, Suite 1000	E-MAIL ADDRESS: info@securityamericains.com
Dallas TX 75225	INSURER(S) AFFORDING COVERAGE
	INSURER A: Underwriters at Lloyd's, London NAIC # AA1122000
INSURED:	INSURER B:
ProTecVideo LLC	INSURER C:
PO Box 25	INSURER D:
Stockton AL 36579	INSURER E:
	INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		SPG185624	12/19/2022	12/19/2023	EACH OCCURRENCE	\$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PROFESSIONAL LIABILITY	\$1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC							
	AUTOMOTIVE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE	
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	
	DED ☐ RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A					EACH OCCURRENCE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N						DAMAGE TO RENTED PREMISES (Ea occurrence)	
	(Mandatory in NH) ☐						MED EXP (Any one person)	
	If yes, describe under DESCRIPTION OF OPERATIONS below						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.

O. 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:10/10/2023

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 #

Project String 10041545 C0499

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

Grant Funds

Discretionary Funds

Contract Number:4716

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
Mayors
Office
Legal

Kern, Chris
Montgomery, Brandi
Kern, Chris

Approved
Approved
Approved

PM
10/5/2023 - 3:29
PM
10/5/2023 - 4:10
PM

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

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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

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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:

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Contractor agrees that it will provide the services as described below and in the attached Exhibit A.

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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.

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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
8401 N. Central Expressway, Suite 1000	E-MAIL ADDRESS: info@securityamericains.com
Dallas TX 75225	INSURER(S) AFFORDING COVERAGE
	INSURER A: Underwriters at Lloyd's, London NAIC # AA1122000
INSURED:	INSURER B:
ProTecVideo LLC	INSURER C:
PO Box 25	INSURER D:
Stockton AL 36579	INSURER E:
	INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		SPG185624	12/19/2022	12/19/2023	EACH OCCURRENCE	\$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
							PROFESSIONAL LIABILITY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							
☒ POLICY ☐ PRO-JECT ☐ LOC								
	AUTOMOTIVE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	DED ☐ RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A					EACH OCCURRENCE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N						DAMAGE TO RENTED PREMISES (Ea occurrence)	
	(Mandatory in NH) ☐						MED EXP (Any one person)	
	If yes, describe under DESCRIPTION OF OPERATIONS below						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:10/10/2023

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 #

Project String 10041545 42140 Misc. Services

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

Grant Funds

Discretionary Funds

Contract Number:

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

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.

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 BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME:		
	PHONE (A/C, No, Ext):	844-472-0967	FAX (A/C, No): 203-654-3613
INSURED UAV Survey LLC 21201 Emerald Mist Parkway Unit 1614 Klein, TX 77379	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 :			

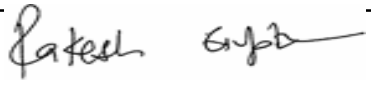
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	☒ COMMERCIAL GENERAL LIABILITY			N9BP035484	09/30/2023	09/30/2024	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ Included
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC							\$
	☒ 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)	\$
	☐ AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	☐ EXCESS LIAB	☐ OCCUR					AGGREGATE	\$
	☐ DED ☐ RETENTION \$	☐ CLAIMS-MADE						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
	Professional Liability (Errors & Omissions): Claims-Made						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 **CANCELLATION**

UAV Survey LLC 21201 Emerald Mist Parkway Unit 1614 Klein, TX 77379-	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 

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 BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME:		
	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 UAV Survey LLC 21201 Emerald Mist Parkway Unit 1614 Klein, TX 77379	INSURER(S) AFFORDING COVERAGE		NAIC #
	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

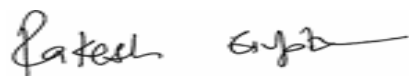
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INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
X	PROPERTY	CAUSES OF LOSS	N9BP035484	09/30/2023	09/30/2024	BUILDING	\$ 0
		DEDUCTIBLES				PERSONAL PROPERTY	\$ 0
	BASIC	BUILDING				BUSINESS INCOME	\$ *
		250				EXTRA EXPENSE	\$ *
	BROAD	CONTENTS				RENTAL VALUE	\$
						BLANKET BUILDING	\$ n/a
	SPECIAL	EARTHQUAKE				BLANKET PERS PROP	\$ n/a
						BLANKET BLDG & PP	\$ n/a
	WIND						\$
							\$
	INLAND MARINE	CAUSES OF LOSS	TYPE OF POLICY				\$
		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 **CANCELLATION**

UAV Survey LLC 21201 Emerald Mist Parkway Unit 1614 Klein, TX 77379-	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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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.

O. 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.

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.

O. 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



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

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, creamers@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:10/10/2023

Sponsored by:

Councilmember Reynolds

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/5/2023 - 1:22 PM

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 6137 Todd Acres Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 24th day of January, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 6137 Todd Acres Drive from B-5, Office Distribution District and I-2, Heavy Industry District, to B-5, Office Distribution District.

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

Lisa C. Lambert
City Clerk

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

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

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

Commencing at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9, as recorded in Map Book 120, Page 49, Probate Court Records, Mobile County, Alabama, run South 00°-00'-00" West, 1627.08 feet to the Point of Beginning of the property herein described; thence continue South 00°-00'-00" West, 404 feet, more or less, to the Northern margin of Rabbit Creek and a point hereinafter known as Point A; thence Northwardly and Eastwardly along the meanders of said creek, 1100 feet, more or less, to a point hereinafter known as Point B (mathematical tie from Point A to Point B bears North 66°-47'-16" East, 782.88 feet); thence North 00°-24'-25" West, 92.11 feet; thence North 89°-43'-31" West, 718.43 feet to the Point of Beginning. Said property contains 4.7 acres, more or less.

TOGETHER WITH: Beginning at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9 as recorded in Map Book 120, Page 94, Probate Court Records, Mobile County, Alabama, run North 08°-22'-29" West and along the West line of said Lot 2, a distance of 435.67 feet; thence North 81°-37'-31" East, 100.00 feet to a point on a 732.00 foot radius curve to the right; thence Northwardly and Westwardly along the arc of said curve (chord bears North 09°-34'-38" West, 29.29 feet), a distance of 29.29 feet to a point on the South line of Lot C, Resubdivision of Lots 6, 7, and 8, The Mobile Commerce Park Phase I, as recorded in Map

Book 83, Page 21, said Probate Court Records; thence North 89°-27'-56" East and along the South line of said subdivision, 674.76 feet; thence South 00°-24'-25" East, 116.00 feet, more or less, to the Western margin of Rabbit Creek; thence Southwardly along the meanders of said creek, 994.00 feet, more or less, to a point on the South bank of said creek; thence South 00°-24'-25" East, 1052.89 feet, to a point on the North line of property conveyed by instrument recorded in Real Property Book 5593, Page 595, said Probate Court Records; thence North 89°-43'-31" West and along the North line of said property, 718.43 feet; thence North 00°-00'-00" East, 2031.20 feet to the Point of Beginning. Said property contains 33.6 acres, more or less.

The classification of said property is hereby changed from B-5, Office Distribution District and I-2, Heavy Industry District, to B-5, Office Distribution District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-5, Office Distribution District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-5, Office Distribution District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process for proposed Lot 4; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of November, 2023 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 18th day of October, 2023 **AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.**

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

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

Commencing at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9, as recorded in Map Book 120, Page 49, Probate Court Records, Mobile County, Alabama, run South 00°-00'-00" West, 1627.08 feet to the Point of Beginning of the property herein described; thence continue South 00°-00'-00" West, 404 feet, more or less, to the Northern margin of Rabbit Creek and a point hereinafter known as Point A; thence Northwardly and Eastwardly along the meanders of said creek, 1100 feet, more or less, to a point hereinafter known as Point B (mathematical tie from Point A to Point B bears North 66°-47'-16" East, 782.88 feet); thence North 00°-24'-25" West, 92.11 feet; thence North 89°-43'-31" West, 718.43 feet to the Point of Beginning. Said property contains 4.7 acres, more or less.

TOGETHER WITH: Beginning at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9 as recorded in Map Book 120, Page 94, Probate Court Records, Mobile County, Alabama, run North 08°-22'-29" West and along the West line of said Lot 2, a distance of 435.67 feet; thence North 81°-37'-31" East, 100.00 feet to a point on a 732.00 foot radius curve to the right; thence Northwardly and Westwardly along the arc

of said curve (chord bears North 09°-34'-38" West, 29.29 feet), a distance of 29.29 feet to a point on the South line of Lot C, Resubdivision of Lots 6, 7, and 8, The Mobile Commerce Park Phase I, as recorded in Map Book 83, Page 21, said Probate Court Records; thence North 89°-27'-56" East and along the South line of said subdivision, 674.76 feet; thence South 00°-24'-25" East, 116.00 feet, more or less, to the Western margin of Rabbit Creek; thence Southwardly along the meanders of said creek, 994.00 feet, more or less, to a point on the South bank of said creek; thence South 00°-24'-25" East, 1052.89 feet, to a point on the North line of property conveyed by instrument recorded in Real Property Book 5593, Page 595, said Probate Court Records; thence North 89°-43'-31" West and along the North line of said property, 718.43 feet; thence North 00°-00'-00" East, 2031.20 feet to the Point of Beginning. Said property contains 33.6 acres, more or less.

The classification of said property is hereby changed from **B-5, Office Distribution District and I-2, Heavy Industry District**, to **B-5, Office Distribution District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-5, Office Distribution District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-5, Office Distribution District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process for proposed Lot 4; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.** _ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 6137 Todd Acres Drive.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **B-5, Office Distribution District and I-2, Heavy Industry District**, to **B-5, Office Distribution District**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-5** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-5** districts until the following conditions have been complied with: **1. Completion of the Subdivision process for proposed Lot 4; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

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

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

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

Commencing at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9, as recorded in Map Book 120, Page 49, Probate Court Records, Mobile County, Alabama, run South $00^{\circ}-00'-00''$ West, 1627.08 feet to the Point of Beginning of the property herein described; thence continue South $00^{\circ}-00'-00''$ West, 404 feet, more or less, to the Northern margin of Rabbit Creek and a point hereinafter known as Point A; thence Northwardly and Eastwardly along the meanders of said creek, 1100 feet, more or less, to a point hereinafter known as Point B (mathematical tie from Point A to Point B bears North $66^{\circ}-47'-16''$ East, 782.88 feet); thence North $00^{\circ}-24'-25''$ West, 92.11 feet; thence North $89^{\circ}-43'-31''$ West, 718.43 feet to the Point of Beginning. Said property contains 4.7 acres, more or less.

TOGETHER WITH: Beginning at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9 as recorded in Map Book 120, Page 94, Probate Court Records, Mobile County, Alabama, run North $08^{\circ}-22'-29''$ West and along the West line of said Lot 2, a distance of 435.67 feet; thence North $81^{\circ}-37'-31''$ East, 100.00 feet to a point on a 732.00 foot radius curve to the right; thence Northwardly and Westwardly along the arc of said curve (chord bears North $09^{\circ}-34'-38''$ West, 29.29 feet), a distance of 29.29 feet to a point on the South line of Lot C, Resubdivision of Lots 6, 7, and 8, The Mobile Commerce Park Phase I, as recorded in Map Book 83, Page 21, said Probate Court Records; thence North $89^{\circ}-27'-56''$ East and along the South line of said subdivision, 674.76 feet; thence South $00^{\circ}-24'-25''$ East, 116.00 feet, more or less, to the Western margin of Rabbit Creek; thence Southwardly along the meanders of said creek, 994.00 feet, more or less, to a point on the South bank of said creek; thence South $00^{\circ}-24'-25''$ East, 1052.89 feet, to a point on the North line of property conveyed by instrument recorded in Real Property Book 5593, Page 595, said Probate Court Records; thence North $89^{\circ}-43'-31''$ West and

along the North line of said property, 718.43 feet; thence North 00°-00'-00" East, 2031.20 feet to the Point of Beginning. Said property contains 33.6 acres, more or less.

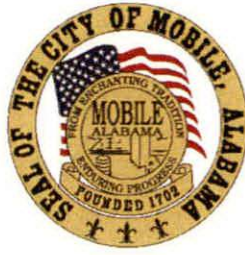
The classification of said property is hereby changed from **B-5, Office Distribution District and I-2, Heavy Industry District**, to **B-5, Office Distribution District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-5, Office Distribution District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-5, Office Distribution District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process for proposed Lot 4; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

Todd Acres Industrial Park Subdivision, Resubdivision of Lots 1 and 4 (A. Patrick Dungan, Adams and Reese LLP, Agent)
6137 Todd Acres Drive
Council District 4
Ben Reynolds



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

October 3, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on September 21, 2023 considered the request of **Todd Acres Industrial Park Subdivision, Resubdivision of Lots 1 and 4 (A. Patrick Dungan, Adams and Reese LLP, Agent)** for a change in zoning from **B-5, Office Distribution District and I-2, Heavy Industry District**, to **B-5, Office Distribution District** for the property located at **6137 Todd Acres Drive**.

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1. Completion of the Subdivision process for proposed Lot 4; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 22, 2023

A. Patrick Dungan
Adams and Reese LLP
11 N. Water Street
Suite 23200
Mobile, Alabama 36602

Re: 6137 Todd Acres Drive
ZON-002620-2023
Todd Acres Industrial Park Subdivision
A. Patrick Dungan, Adams and Reese LLP
District 4
Rezoning from Office Distribution District (B-5) and Heavy Industry District (I-2), to
Office Distribution District (B-5).

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

At its meeting on September 21, 2023, the Planning Commission considered the above referenced application.

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

- A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C) Compatibility. Whether the proposed amendment is compatible with:
 - The current development trends, if any, in the vicinity of the subject property;
 - Surrounding land uses;
 - Would adversely impact neighboring properties; or
 - Cause a loss in property values.
- D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.

ZON-002620-2023 6137 Todd Acres Drive
September 22, 2023

- G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request. As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

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

1. Completion of the Subdivision process for proposed Lot 4;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is \$435.86. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: _____



Margaret Pappas
Deputy Director Planning and Zoning

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE)

Commencing at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9, as recorded in Map Book 120, Page 49, Probate Court Records, Mobile County, Alabama, run South 00°-00'-00" West, 1627.08 feet to the Point of Beginning of the property herein described; thence continue South 00°-00'-00" West, 404 feet, more or less, to the Northern margin of Rabbit Creek and a point hereinafter known as Point A; thence Northwardly and Eastwardly along the meanders of said creek, 1100 feet, more or less, to a point hereinafter known as Point B (mathematical tie from Point A to Point B bears North 66°-47'-16" East, 782.88 feet); thence North 00°-24'-25" West, 92.11 feet; thence North 89°-43'-31" West, 718.43 feet to the Point of Beginning. Said property contains 4.7 acres, more or less.

TOGETHER WITH: Beginning at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9 as recorded in Map Book 120, Page 94, Probate Court Records, Mobile County, Alabama, run North 08°-22'-29" West and along the West line of said Lot 2, a distance of 435.67 feet; thence North 81°-37'-31" East, 100.00 feet to a point on a 732.00 foot radius curve to the right; thence Northwardly and Westwardly along the arc of said curve (chord bears North 09°-34'-38" West, 29.29 feet), a distance of 29.29 feet to a point on the South line of Lot C, Resubdivision of Lots 6, 7, and 8, The Mobile Commerce Park Phase I, as recorded in Map Book 83, Page 21, said Probate Court Records; thence North 89°-27'-56" East and along the South line of said subdivision, 674.76 feet; thence South 00°-24'-25" East, 116.00 feet, more or less, to the Western margin of Rabbit Creek; thence Southwardly along the meanders of said creek, 994.00 feet, more or less, to a point on the South bank of said creek; thence South 00°-24'-25" East, 1052.89 feet, to a point on the North line of property conveyed by instrument recorded in Real Property Book 5593, Page 595, said Probate Court Records; thence North 89°-43'-31" West and along the North line of said property, 718.43 feet; thence North 00°-00'-00" East, 2031.20 feet to the Point of Beginning. Said property contains 33.6 acres, more or less.

MOBILE CITY PLANNING COMMISSION
August 23, 2023
PUBLIC HEARING NOTICE



Re: 6137 Todd Acres Drive
ZON-UDC-002620-2023
Todd Acres Industrial Park Subdivision, Resubdivision of Lots 1 and 4
A. Patrick Dungan, Adams and Reese LLP
District 4
Rezoning from Office Distribution District (B-5) and Heavy Industry District (I-2), to Office Distribution District (B-5).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, September 21, 2023, at 2:00 p.m. to consider your above referenced application.

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

The proposed application is Rezoning from Office Distribution District (B-5) and Heavy Industry District (I-2), to Office Distribution District (B-5); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, September 20, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

August 23, 2023

PUBLIC HEARING NOTICE



Re: 6137 Todd Acres Drive
ZON-UDC-002620-2023
Todd Acres Industrial Park Subdivision, Resubdivision of Lots 1 and 4
A. Patrick Dungan, Adams and Reese LLP
District 4
Rezoning from Office Distribution District (B-5) and Heavy Industry District (I-2), to Office Distribution District (B-5).

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, September 21, 2023, at 2:00 p.m., to consider the above referenced application.

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

The proposed application is Rezoning from Office Distribution District (B-5) and Heavy Industry District (I-2), to Office Distribution District (B-5); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, September 20, 2023, to allow adequate time for the Commission members to review the information.

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



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:	A. Patrick Dungan	
Firm:	Adams and Reese LLP	
Phone:	251-709-8507	
Email:	patrick.dungan@arlaw.com	
Address:	11 N Water St, Ste 23200 Mobile, AL 36602	

	Owner	Design Professional
Name:	Jerry & Terry Lathan	Cecil "Zeke" Hudson
Firm:		Rowe Engineering & Surveying
Phone:	251-443-7663	251-666-2766
Email:	jerry@lathancompany.com	zeke@roweengineering.com
Address:	5450 Rangeline Road 36619	3502 Laughlin Dr, Ste B 36693

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

4435 Commerce Blvd

37.7± acres

Property Address

Property Area (acres or square feet)

R023307351000001.000; R023307354000001.001 R023307353000001.000

Parcel Number(s) or Key Number(s)

I-2, B-5

B-5

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable. N/A

This requirement applies to any of the following applications:

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

Owner #2: Industrial Park Board of Mobile County
c/o David Rodgers - 251-431-8657
Mobile Area Chamber of Commerce
drodgers@mobilechamber.com
P.O. Box 2187 36652

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

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

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

Owner Signature

A. Patrick Dungan

Date

Digitally signed by: A. Patrick Dungan
DN: CN = A. Patrick Dungan email = patrick.dungan@arlaw.com C = US O = Adams
and Reese LLP
Date: 2023.08.08 08:27:17 -05'00'

Applicant or Agent Signature (if applicable)

Date

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

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

A. Patrick Dungan

Digitally signed by: A. Patrick Dungan
DN: CN = A. Patrick Dungan email = patrick.dungan@arlaw.com C = US O = Adams
and Reese LLP
Date: 2023.08.08 08:27:39 -05'00'

Applicant or Agent Signature

Date

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Revised February 2023

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 | ☐ Site Plan |
| ☐ Documentation of compliance with Approval Criteria | ☐ Neighborhood Meeting Documentation |
| ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer | |

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

Future Land Use Map (FLUM) Designation

2. Is the application compliant with [Development Standards of Article 3](#)? ☐ Yes ☐ No
If no, what are the deficiencies?

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

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

5. Please provide the following information:

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

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

- ☐ Lighting:

- ☐ Hours of operation:

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

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

7. Describe how the proposal is designed to minimize the impact on storm water facilities.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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

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

SUPPLEMENTAL DOCUMENTATION

Bed and Breakfast Establishments

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

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
How many nonresident employees are proposed for the business?

2. How many guest rooms will be provided?

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

4. What is the maximum stay for guests?

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

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

- ☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.
- ☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)
- ☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.
- ☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

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SUPPLEMENTAL DOCUMENTATION

Bar/Lounge

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

1. Is entertainment or music to be provided? ☐ Yes ☐ No
If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

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

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

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SUPPLEMENTAL DOCUMENTATION

Community Residences

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

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No

Refer to the [Alabama Department of Mental Health](#), the [Alabama Department of Public Health](#), and the [Alabama Department of Human Resources](#) for information regarding existing community residences.

If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

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SUPPLEMENTAL DOCUMENTATION

Daycare, Child (Home Based 7-12 children)

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

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No
2. Are there additional employees? ☐ Yes ☐ No
If yes, how many and do they reside at the home?

SITE PLAN AND BUILDING INFORMATION

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

- ☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
- ☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the [Alabama Department of Human Resources](#).
- ☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in [Section 64-3-12](#).
- ☐ The following minimum amount of off-street parking must be provided:
 - ☐ The minimum number required for residences as set forth in [Section 64-3-12](#) and [Table 64-3-12.1](#) (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
 - ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
 - ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- ☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the [Alabama Department of Human Resources](#).

SUPPLEMENTAL DOCUMENTATION

Short Term Rentals

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

Note: The establishment shall not serve meals. Guest rooms shall not contain cooking facilities.

1. Are any on-site employees proposed?

2. How many guest rooms are proposed?

3. Describe how the short term rental will not alter the surrounding neighborhood or the character of the dwelling.

SITE PLAN AND BUILDING INFORMATION

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

- ☐ Illustrate the refuse collection area, how it is screened from view, and that it is in a compliant location (no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot).
- ☐ Illustrate a minimum of two (2) off-street parking spaces for the principal occupants of the residence (if any), and a minimum of one (1) additional parking space per guest room. Illustrate compliance with the UDC (parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties by natural or artificial means).
- ☐ Provide a building plan for the site illustrating all accessory structures, outdoor spaces and the floor plans of each.

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SUPPLEMENTAL DOCUMENTATION

Private or Parochial Schools

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

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
 - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

As proposed, Lot 4 would be split-zoned, therefore the subdivision of land into building sites makes reclassification of the land necessary and desirable.

Light Industry/Heavy Industry

Future Land Use Map (FLUM) Designation

B-5

Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☒ No

If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

Down-zone back to B-5 of property that was zoned B-5 less than 1 year ago to accommodate combining subject property with other property still zoned B-5 to avoid split-zoning.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

Terms of land conveyance transaction changed such that the southern boundary of Lot 4 will extend south to Rabbit Creek.

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Revised February 2023

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

1. Describe the current development trends in the area of the property.

Heavy Industry

2. Describe the surrounding land uses.

I-2, B-5, R-1

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

N/A.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

Yes.

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

It is in the City's best interest to avoid split-zoning.

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

N/A.

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

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

- | | |
|---|--|
| ☐ Planning Commission Application | ☐ Dimensional and Design Standards, per Section 64-2-23.D |
| ☐ Neighborhood Meeting documentation | ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
| ☐ A Concept Plan | ☐ List of Permitted uses, per Section 64-2-23.C |

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

Future Land Use Map (FLUM) Designation

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

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

4. Please provide the following information:

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

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

- ☐ Lighting:

- ☐ Hours of operation:

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

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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

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

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of [Section 64-2-23.A](#)
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

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CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).
For Plan Consistency Statement and Zoning Statement, please refer to SUB-002225-2022 & ZON-002226-2022.

Light Industry/Heavy Industry

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
Existing land in Lot 4 is already zoned B-5.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
N/A

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No
5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
☒ Yes ☐ No

6. Please provide the following information:

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

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

- _____
- ☐ Lighting:

- _____
- ☐ Hours of operation:

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

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

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

It is in the City's best interest to avoid split-zoning.

NEIGHBORHOOD MEETING DOCUMENTATION

N/A

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

July 27, 2023

City of Mobile
Urban Development Department
Planning Section
P.O. Box 1827
Mobile, AL 36633

RE: Todd Acres Parcels
Parcel ID Nos: R023307353000001.000

To Whom it May Concern:

Jerry and Terry Lathan (the "Owners") hereby grant Patrick Dungan of Adams and Reese LLP the right to act as agents on behalf of the Owners with respect to the application to the City of Mobile Planning Commission for resubdivision of Lots 1 and 4 of the Todd Acres Industrial Park Subdivision, and the rezoning of a portion of Lot 1 of said subdivision from I-2 back to B-5.

Sincerely,


Jerry Lathan


Terry Lathan

INDUSTRIAL PARK BOARD OF MOBILE COUNTY

P.O. BOX 2187
MOBILE, ALABAMA 36652-2187

September 9, 2022

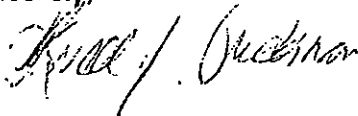
City of Mobile
Urban Development Department
Planning Section
P.O. Box 1827
Mobile, AL 36633

RE: Todd Acres Parcels
Parcel ID Nos: R023307352000001.001; R023307353000001.001;
R023307354000001.001; R023307351000001.000

To Whom it May Concern:

The Industrial Park Board of Mobile County (the "Board") hereby grants (i) Charles Tisher and Clark, Geer, Latham, and Associates; (ii) Clay Smith and Kimley-Horn; and (iii) Patrick Dungan of Adams and Reese LLP the right to act as an agent on behalf of the Board concerning the application to the City of Mobile Planning Commission for subdivision and rezoning to I-2 for the above-referenced properties.

Sincerely,



Lowell J. Friedman
Chairman
Industrial Park Board of Mobile County



Plan Submission Contact Information

Name of Project Todd Acres Industrial Park Resubdivision		
Address 4435 Commerce Blvd		Owner #2: Industrial Park Board of Mobile County c/o David Rodgers - 251-431-8657 Mobile Area Chamber of Commerce drodgers@mobilechamber.com P.O. Box 2187 36652
Owner Jerry & Terry Lathan		
Address 5450 Rangeline Road		Zip Code 36619
Phone 251-443-7663	Fax _____	Email jerry@lathancompany.com
Authorized Agent A. Patrick Dungan (Adams and Reese LLP)		
Address 11 N Water St, Ste 23200 Mobile, AL		Zip Code 36602
Phone 251-709-8507	Fax _____	Email patrick.dungan@arlaw.com
Contractor _____		
Address _____		Zip Code _____
Phone _____	Fax _____	Email _____
Civil Engineer Cecil "Zeke" Hudson		
Address 3502 Laughlin Dr, Ste B		Zip Code 36693
Phone 251-666-2766	Fax _____	Email zeke@roweengineering.com
Architect _____		
Address _____		Zip Code _____
Phone _____	Fax _____	Email _____
Submitted by:		
A. Patrick Dungan	Digitally signed by: A. Patrick Dungan DN: CN = A. Patrick Dungan email = patrick.dungan@arlaw.com C = US O = Adams and Reese LLP Date: 2023.08.08.09:17:59 -05'00'	A. Patrick Dungan
Signature		Print
Dungan		Agent
Date	Affiliation to project/Organization	

For Plan Consistency Statement and Zoning Statement, please refer to SUB-002225-2022 & ZON-002226-2022.

We request to rezone the southern portion of Lot 4 of the proposed Todd Acres Industrial Park Resubdivision. This area was previously rezoned from B-5 to I-2, but the lot lines of Lots 1 and 4 of the Todd Acres Industrial Park Subdivision need to be changed per Owners' request. Because Lot 4 was not previously rezoned, it remains B-5, and the portion of land being added to Lot 4 from Lot 1 should revert back to B-5 to avoid a split-zoned parcel.

AN ORDINANCE2022

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

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

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

LOT 1

Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 89°-58'-56" East and along the North line of said Section, 2039.36 feet to the Point of Beginning of the property herein described, said point being the Northeast corner of Lot 5, Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence South 89°-58'-56" East and along the North line of said Section 35, a distance of 1100.68 feet to the Northeast corner of Lot 16, The Mobile Commerce Park Phase I, as recorded in Map Book 46, Page 42, said Probate Court Records; thence along said Lot 16 as follows: South 00°-39'-18" East, 177.81 feet to the PC of a 75.00 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 45°-08'-35" West, 108.27 feet), a distance of 120.95 feet; thence South 89°-56'-35" West, 165.09 feet; thence South 00°-07'-03" East and along the West line of Lot 15, said subdivision, a distance of 490.29 feet; thence North 89°-55'-17" East and along the South line of said lot, 141.63 feet; thence South 14°-33'-19" East, 100.30 feet to a point on the Western line of Lot 11, The Mobile Commerce Park Phase II, as recorded in Map Book 62, Page 72, said Probate Court Records; said point being in the arc of 449.91 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 37°-34'-10" West, 549.93 feet), a distance of 591.65 feet; thence North 89°-53'-09" East and along the South line of said lot, 396.41 feet to a point on the West line of Lot 10, said The Mobile Commerce Park Phase II; thence South 00°-01'-43" West, 326.34 feet; thence North 89°-41'-59" East and along the South line of Lot 10, The Mobile Commerce Park Phase II and Lot 2, The Mobile Commerce Park Phase II Resubdivision of Lot 9, as recorded in Map Book 120, Page 94, said Probate Records, a distance of 1486.84 feet; thence South 00°-00'-00" West, 1047.10 feet; thence South 89°-43'-31" East, 712.57 feet;

thence South 00°-24'-25" East, 580.00 feet; thence continue South 00°-24'-25" East, 92.00 feet, more or less, to the centerline of Rabbit Creek, said point hereinafter referred to as Point A; thence Southwardly and Westwardly along the meanders of said creek, 4572.00 feet, more or less, to a point hereinafter referred to as Point B (mathematical tie from Point A to Point B bears South 44°-24'-53" West, 2651.72 feet); thence North 89°-35'-36" West, along the North line of property conveyed by instrument recorded in Land Records Book 7288, Page 303 and property recorded in Instrument No. 2020071069, said Probate Records, a distance of 2333 feet; thence South 00°-03'-18" East, 1327.26 feet to a point on the North line of property now or formerly of Waste Management of Alabama, said point being on the South line of the Northwest Quarter of the Northwest Quarter of Section 2, Township 6 South, Range 2 West; thence North 89°-20'-25" West and along the South line of said Northwest Quarter of Northwest Quarter and a projection thereof, a distance of 2815.98 feet; thence North 02°-13'-44" East, 611.24 feet; thence South 90°-00'-00" East, 1415.30 feet; thence North 00°-45'-49" West, 60.00 feet; thence South 90°-00'-00" East, 45.00 feet; thence North 00°-00'-00" East, 100.00 feet; thence South 90°-00'-00" West, 100.00 feet; thence South 00°-00'-00" West 100.00 feet to a point on the Northern right-of-way line of Giblin Road (60 foot right-of-way); thence North 90°-00'-00" West and along said North right-of-way line, 1357.17 feet; thence North 02°-13'-44" East, 644.15 feet; thence South 89°-35'-36" East, 1415.82 feet to the Southwest corner of Section 35, Township 5 South, Range 2 West; thence North 02°-15'-47" East and along the East line of property by instrument recorded in Land Records Book 7309, Page 985, said Probate Records, a distance of 1089.90 feet; thence South 89°-47'-19" West, 413.91 feet to a point on the Eastern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-17'-45" East and along said East right-of-way line, 213.94 feet; thence North 89°-47'-19" East, 270.53 feet; thence North 02°-15'-47" East, 288.15 feet to a point on the South line of said Todd Acres Road; thence North 44°-17'-45" East and along said East right-of-way line, 286.34 feet to the PC of a 2914.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-08" East, 1502.31 feet), a distance of 1519.45 feet; thence North 14°-18'-39" East 1610.39 feet to a point on the South line of Lot 7, said Crigler Industrial Park; thence along the South line of said Lot 1, run South 75°-38'-03" East, 466.20 feet; North 89°-55'-06" East, 399.98 feet; thence North 00°-04'-59" West, 695.31 feet to the Point of Beginning. Said property contains 492.2 acres, more or less.

And

LOT 2

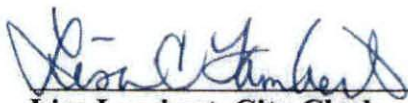
Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 02°-13'-14" West and along the West line of said Section 35, a distance of 1376.75 feet to the Point of Beginning of the property herein described, said point being on the South right-of-way line of the Louisville and Nashville Railroad (100 foot right-of-way); thence South 02°-13'-49" West and along the West line of said Section 35, a distance of 925.00 feet; thence South 89°-53'-35" East, 30.02 feet; thence South 02°-13'-49" West, 1128.00 feet; thence South 42°-46'-

11" East, 33.55 feet to a point on the Northern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-18'-07" East and along said North right-of-way line, 94.77 feet to the PC of a 2814.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-07" East, 1449.13 feet), a distance of 1465.63 feet; thence North 14°-20'-42" East and along said Northern right-of-way line, 1555.21 feet to a point on the South line of Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence North 75°-38'-46" West and along the South line of said subdivision, 649.42 feet to a point on the Eastern right-of-way line of said Louisville and Nashville Railroad; thence South 28°-33'-54" West and along said Eastern right-of-way line, 1052.01 feet to the Point of Beginning.

The classification of said property is hereby changed from **R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District** to **I-2, Heavy Industrial District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **I-2, Heavy Industrial District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-2, Heavy Industrial District** until all of the conditions set forth below have been complied with: 1) **completion of the Subdivision process**; and, 2) **full compliance with all municipal codes and ordinances**.

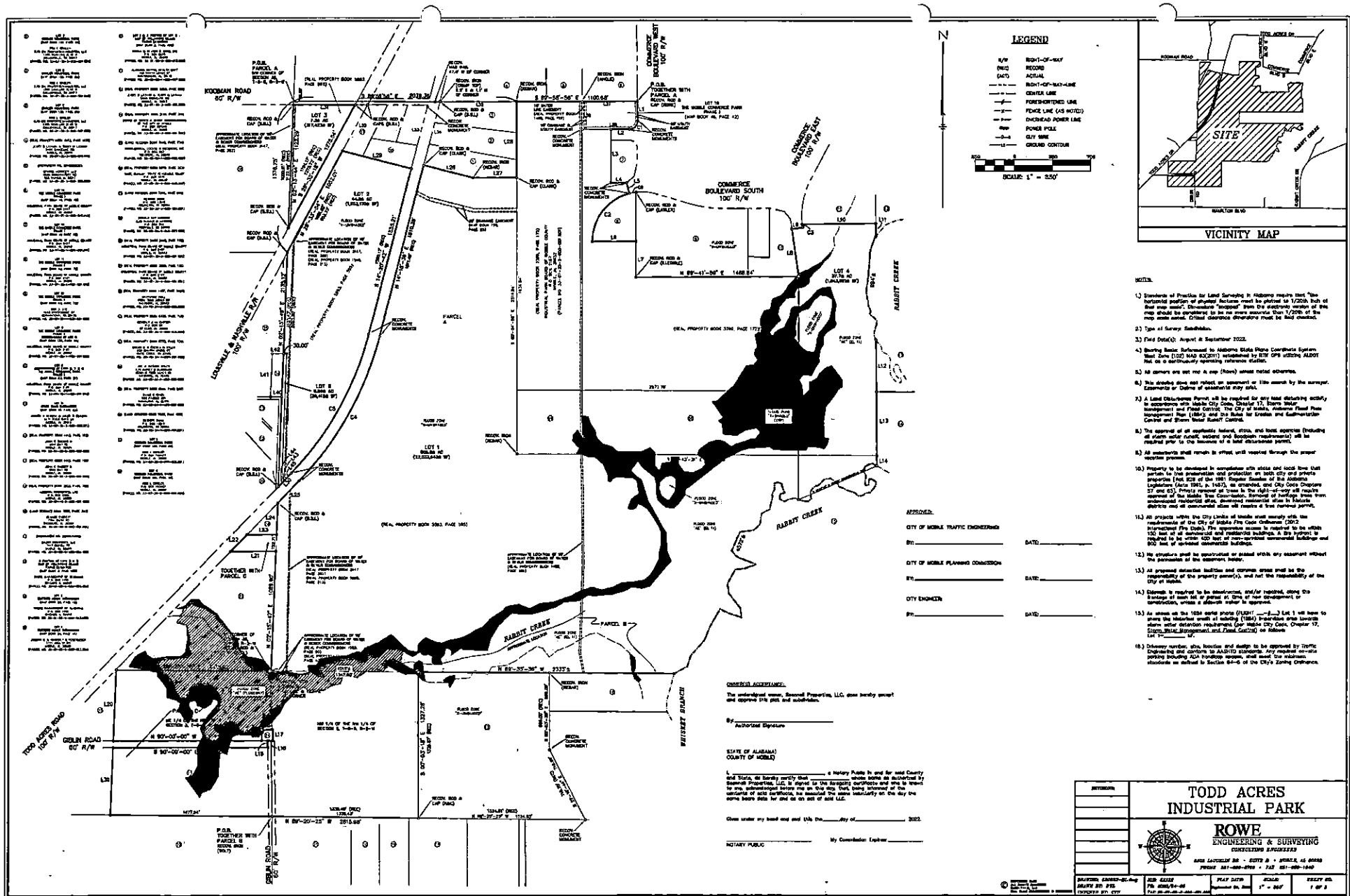
Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted: JAN 03 2023



Lisa Lambert, City Clerk

Todd Acres Industrial Park Subdivision
6137 Todd Acres Drive
West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive
Council District 4
Ben Reynolds



BAUMHAUER STEPHEN THERRELL
C/O SALLY WAGNER, CPA
5409 W 134TH PL
HAWTHORNE, CA 90250

MCKINLEY SPARKS LLC
4825 OBSERVATORY RD
DES MOINES, IA 50311

TWILLEY BUILDERS INC
PO BOX 850669
MOBILE, AL 36685

GOODWIN WILLIE B & LINDA F
PO BOX 1019
THEODORE, AL 36590

INDUSTRIAL PARK BOARD OF MOB
ATTN ECONOMIC DEV.
PO BOX 2187
MOBILE, AL 36652

CRIGLER ROD L
PO BOX 190457
MOBILE, AL 36619

WACKER JOHN C III
6641 BAY RD
MOBILE, AL 36605

MOBILE AL GROUP LLC, A GEORGIA
LLC C/O: ROBERT W WILLIS JR
6675 JONES MILL CT
NORCROSS, GA 30092

NGUYEN HUON THI A/K/A HUON T
NGUYEN & BILLY BUI HILL
5790 RIVERCHASE DR N
MOBILE, AL 36619

MEADOWS KIM
5675 RIVERVIEW OAKS DR
THEODORE, AL 36582

GARRETT GREGORY LEE
3998 BYRONELL DR N
MOBILE, AL 36693

KYLES OSCAR D & CREOLA M
605 CHERRY GROVE PT
WHITES CREEK, TN 37189

CARTER LENELL & CLARA BELL
CARTER
6026-D TODD ACRES DR
THEODORE, AL 36582

CARTER OLIVETTE C/O ASHLEY
CARTER
PO BOX 1091
THEODORE, AL 36590

VALHALLA MEMORIAL GARDENS INC
PO BOX 205
SEMMES, AL 36575

HALL ARTHURINE WOODARD
6066 TODD ACRES RD
THEODORE, AL 36582

TAYLOR JAMES E
5406 ALEXANDER AVE
TUSCALOOSA, AL 35406

HAWKINS DONALD RAY C/O
RONALD M HAWKINS
P O BOX 349
TIGERVILLE, SC 29688

WASTE MANAGEMENT OF ALABAMA
PO BOX 1450
CHICAGO, IL 60690

WEAVER HOSEA O & SONS INC
P O BOX 8039
MOBILE, AL 36689

FESSENMEIER JOSEPH M & KIMBERLY D
3771 AMRUTH DR
MOBILE, AL 36608

PROFESSIONAL LOCATE &
RECOVERY INC
P O BOX 262
THEODORE, AL 36590

WARD-LEYTHAM REBECCA LYNN &
WILLIAM CHRISTIAN LEYTHAM
4712 KIRKWELL DR
MOBILE, AL 36619

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RECOVERY INC
P O BOX 262
THEODORE, AL 36590

ALABAMA MENTAL HEALTH DEPT
100 NORTH UNION ST
MONTGOMERY, AL 36130

WHITE ALBERTA F & MAURICE WHITE
P O BOX 961
THEODORE, AL 36590

INGE DAISY E
1865 LUCKIE AVE
MOBILE, AL 36617

BRYANT DONNICE
2850 WOODMERE ST W
MOBILE, AL 36693

LATHAN JERRY D & TERRY M
LATHAN
5460 RANGELINE RD
MOBILE, AL 36619

MAZER INDUSTRIES LLC
1617 REPOLL RD
MOBILE, AL 36695

CRIGLER ROD L
PO BOX 190457
MOBILE, AL 36619

KYLES JOE & AUTHINE KYLES C/O
NANCY BLACKMON
6066G TODD ACRES RD
THEODORE, AL 36582

SAUCIER NICK JR
208 OLD SPANISH TRAIL
WAVELAND, MS 39576

CARTER WILLIE
6026-D TODD ACRES RD
THEODORE, AL 36582

CARTER BEVERLY JEAN
P O BOX 56
ST ELMO, AL 36568

CINTAS SALES CORPORATION C/O
ACCTG ASST - 90C SCG
6800 CINTAS BLVD
MASON, OH 45040

GEN 3 LLC ATTN: CHARLIE
ANDREWS
1883 BROOKSEGE DR
GERMANTOWN, TN 38138

WACKER JOHN C III
6641 BAY RD
MOBILE, AL 36605

BD OF WATER & SEWER COMM OF
THE CITY OF MOBILE
P O BOX 180249
MOBILE, AL 36618

DONALD RANDALL N & JOANNA N
DONALD
5810 RIVERCHASE DR N
MOBILE, AL 36619

HAMMONTREE ANTHONY W & MITZI
5830 RIVERCHASE DR N
MOBILE, AL 36619

MORROW BILLY RONALD &
LYNNELL C
5840 RIVERCHASE DR N
MOBILE, AL 36619

DEES FRANK M & SHEREE L
5860 RIVERCHASE DR N
MOBILE, AL 36619

LITTLE BRIAN HEITH & ALLISON
NELSON LITTLE
5870 RIVERCHASE DR N
MOBILE, AL 36619

WITT CHANCE & HEATHER WITT
5880 RIVERCHASE DR N
MOBILE, AL 36619

PATRICIA COOPER, ANTHONY COOPER,
ET AL; TRUSTEES OF THE REV LIV TRUST
OF PATRICIA V COOPER
900 HILLCREST RD STE A5
MOBILE, AL 36695

HARTIN CHARLES WILLIAM JR
6060 RIVERCHASE DR S
MOBILE, AL 36619

ALLEN DIANA L
6070 RIVERCHASE DR S
MOBILE, AL 36619

FOWLER CREIGHTON A & KELLY D
FOWLER
6094 RIVERCHASE DR S
MOBILE, AL 36619

SAGE DUNLAP CHASE REVOCABLE
TRUST ET AL; REGIONS BANK C/O NAT
RSRCS ATTN: CHRIS JEFFERY
PO DRAWER 1628
MOBILE, AL 36633

EVERETT GEORGE A
7551 SMITH RD
THEODORE, AL 36582

MOORE MOSES & RUBY
6475 TODD ACRES ROAD
THEODORE, AL 36582

REGIONS BANK AS TRUSTEE
SPRINGHILL COLLEGE FOUND ET AL
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MOBILE, AL 36619

DIXON DAVID B
203 PAWNEE CIRCLE
SARALAND, AL 36571

GEGZNA JOSEPH V & ARLEE S GEGZNA
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MOBILE, AL 36619

MCGOWIN PROPERTIES LTD
PO BOX 2265
MOBILE, AL 36652

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HALL ARTHURINE
6066 TODD ACRES
THEODORE, AL 36582

INDUSTRIAL PARK BOARD OF MOB
ATTN: ECONOMIC DEV.
PO BOX 2187
MOBILE, AL 36652

JERRY LATHAN & TERRY LATHAN
ONE CYPRESS LAKE
THEODORE, AL 36582

ADAMS AND REESE LLP
A. PATRICK DUNGAN
11 N WATER ST, STE 23200
MOBILE, AL 36602



Agenda Item # 3

SUB-002612-2023 & ZON-UDC-002620-2023

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Rezoning](#)

DETAILS

Location:

6137 Todd Acres Drive

Subdivision Name:

Todd Acres Industrial Park Subdivision, Resubdivision
of Lots 1 and 4

Applicant / Agent:

A. Patrick Dungan, Adams and Reese LLP

Property Owner:

Jerry Lathan and Terry Lathan, and Industrial Park
Board of Mobile

Current Zoning:

B-5, Office Distribution, and I-2, Heavy Industry

Proposed Zoning:

B-5, Office Distribution

Future Land Use:

Light Industry and Heavy Industry

Proposal:

- Subdivision approval to create two (2) legal lots of record.
- Rezoning from B-5 and I-2 to B-5
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with eleven (11) conditions; and
2. Rezoning with three (3) conditions.

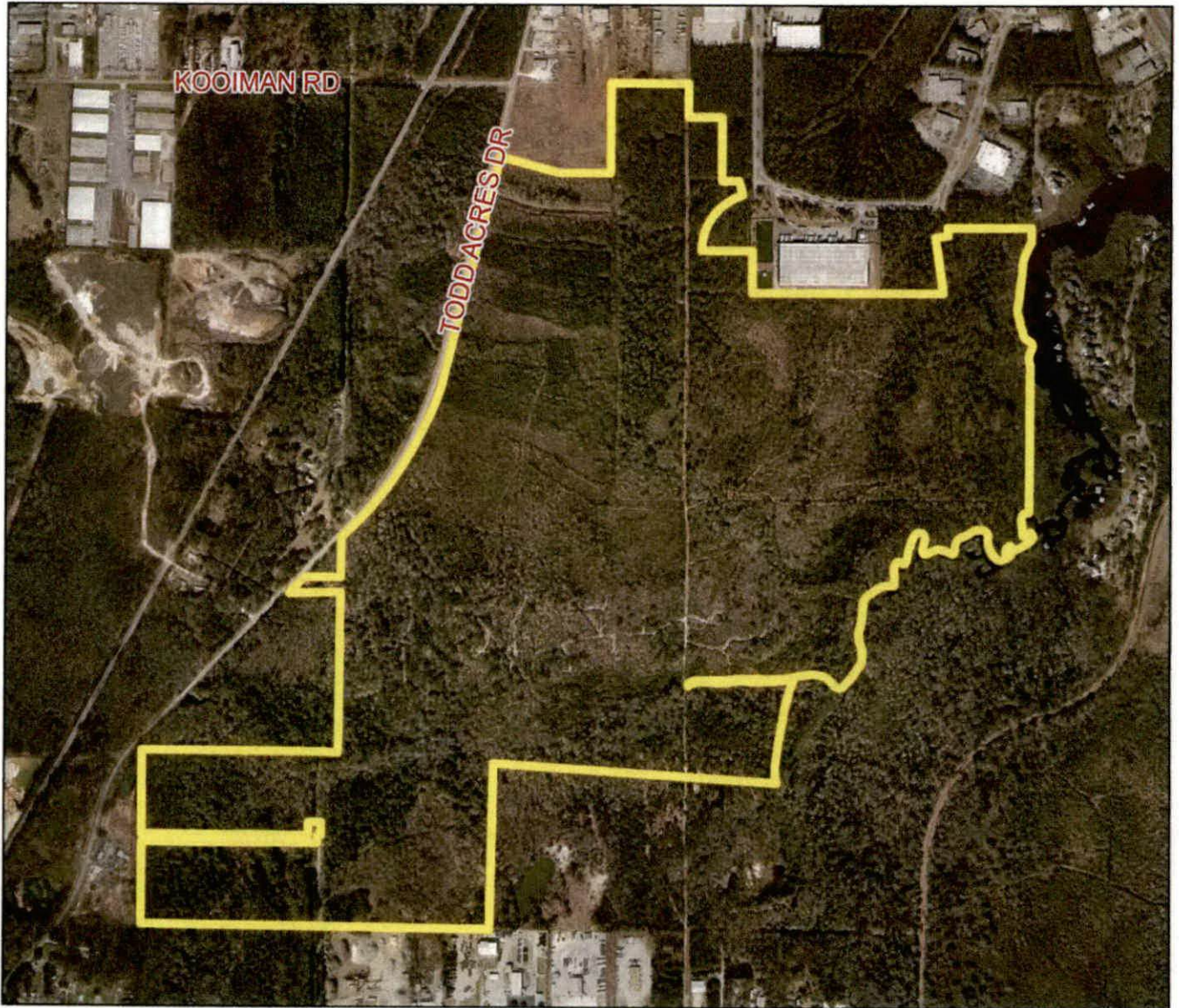
Report Contents:

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Applicable Codes, Policies, and Plans:

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

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial, industrial, and residential units.

APPLICATION NUMBER	3	DATE	September 21, 2023
APPLICANT	Todd Acres Industrial Park Subdivision, Re-subdivision		
REQUEST	Subdivision, Rezoning from B-5 and I-2 to B-5		



SITE HISTORY

The subject site was annexed into the City in 2009, and portions were subsequently assigned R-A, Residential Agricultural, B-5, Office Distribution, I-1, Light Industry, and I-2, Heavy Industry zoning classifications.

On October 20, 2022, the Commission approved Todd Acres Industrial Park Subdivision, a five (5)-lot subdivision with an associated Rezoning to I-2 for portions of the site. That subdivision has yet to be signed and recorded. The Rezoning has been completed.

STAFF COMMENTS

Engineering Comments:

SUBDIVISION:

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Provide a detail of LOT 5 at the Todd Acres Road ROW.
- C. Provide a bearing and distance for the chord of the two (2) points on/in Rabbit Creek (south end of line L14 and the east end of the 2333' E-W line). Set reference monuments as needed.
- D. The 611' (line L39) x1477' portion at the SE corner of LOT 1 appears to be separated by Giblin Road ROW (60' wide) from the rest of LOT 1. If this ROW exists then this area should be labeled as a separate LOT (LOT 6?) and provided a separate written legal description.
- E. Show and label the Rabbit Creek centerline.
- F. Show and label the AE and X(S) areas on the south side of Rabbit Creek and west of Whiskey Branch.
- G. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
- H. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE for LOT 1 is 18' and the BFE for LOT 4 is 11'.
- I. Provide reference, on the map and the description, to a monumented corner.
- J. Provide a written legal description and matching bearing and distance labels for the proposed subdivision. Due to existing ROW (Road and RR) you will need to provide a separate written legal description for the subdivision of LOT 1& 4, LOT 2 & 5, LOT 3, and LOT 6.
- K. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
- L. Revise NOTES #13 from "All proposed detention..." to "All existing and proposed detention..."
- M. Revise NOTES #15 to read "As shown on the 1984 aerial LOTS 1-5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE, LOT 2 – NONE, LOT 3 – NONE, LOT 4 – NONE, LOT 5 – NONE, LOT 6 - NONE.
- N. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

REZONING:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

The applicant is proposing a two (2)-lot resubdivision of proposed Lots 1 and 4 of the previously-mentioned Todd Acres Industrial Park Subdivision. As that subdivision has not yet been signed and recorded, should the application at hand be approved, only Lots 2, 3 and 5 of that subdivision can be recorded.

The area of the current application consists of the East portion of proposed Lot 1, and the South portion of proposed Lot 4. The applicant proposes to shift the common lot line between the two proposed lots to the South in order to expand proposed Lot 4 while decreasing the area of proposed Lot 1. Both lots would exceed the minimum lot sizes for newly platted property in B-5, Office Distribution, and I-2, Heavy Industry districts. If approved, the lot sizes should be retained in both square feet and acres on the Final Plat.

The site has frontage on Todd Acres Drive along proposed Lot 1, and at the South terminus of Commerce Boulevard East for proposed Lot 4. Both rights-of-way are a compliant 100 feet, and the widths should be retained on the Final Plat. The plat should be corrected to label Todd Acres Drive as such instead of Todd Acres Road. The plat should be revised to indicate a 25-foot minimum building setback line along Todd Acres Drive, and a 25-foot minimum building setback line "blocked-out" at the South terminus of Commerce Boulevard East.

The plat indicates various easements within proposed Lot 1; therefore, a note should be placed on the Final Plat stating that no structures are allowed in any easement without permission of the easement holder.

As proposed Lot 4 is currently zoned B-5 and is proposed to be expanded into proposed Lot 1, which is currently zoned I-2, rezoning of proposed Lot 4 from B-5 and I-2, to B-5 must be completed (to eliminate split zoning) before the Final Plat can be signed.

Rezoning

The area of proposed Lot 4 of Todd Acres Industrial Park Subdivision is currently zoned B-5. With the proposed expansion of Lot 4 into proposed Lot 1, currently zoned I-2, a split-zoned situation would occur. In order to eliminate split zoning, the applicant proposes to rezone the expanded proposed Lot 4 from B-5 and I-2 to B-5. In this instance, the subdivision of land into building sites makes reclassification necessary and desirable to eliminate split zoning.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Completion of the Rezoning process for proposed Lot 4 prior to signing the Final Plat;
2. Retention of the lot sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
3. Retention of all right-of-way widths as depicted on the preliminary plat;

4. Correction of the plat to label Todd Acres Drive as such, instead of Todd Acres Road;
5. Revision of the plat to illustrate a 25-foot minimum building setback line along Todd Acres Drive;
6. Revision of the plat to illustrate a 25-foot minimum building setback line on Lot 4 "blocked-out" at the South terminus of Commerce Boulevard East;
7. Placement of a note on the Final Plat stating that no structures are allowed in any easement without permission of the easement holder;
8. Compliance with all Engineering comments noted in this staff report;
9. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
10. Compliance with all Urban Forestry comments noted in this staff report; and,
11. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- Compatibility. Whether the proposed amendment is compatible with:
 - The current development trends, if any, in the vicinity of the subject property;
 - Surrounding land uses;
 - Would adversely impact neighboring properties; or
 - Cause a loss in property values.
- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

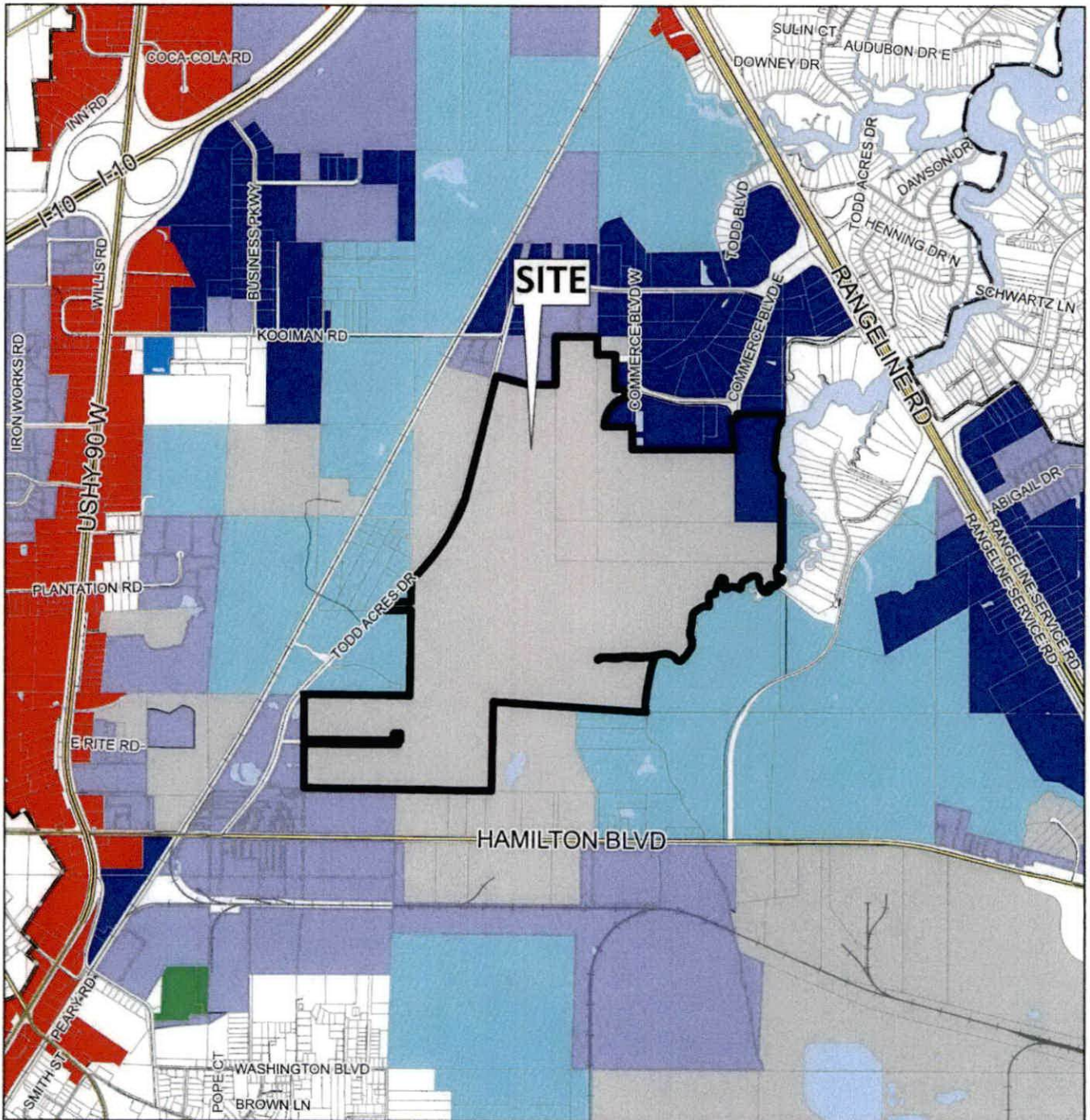
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Completion of the Subdivision process for proposed Lot 4;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



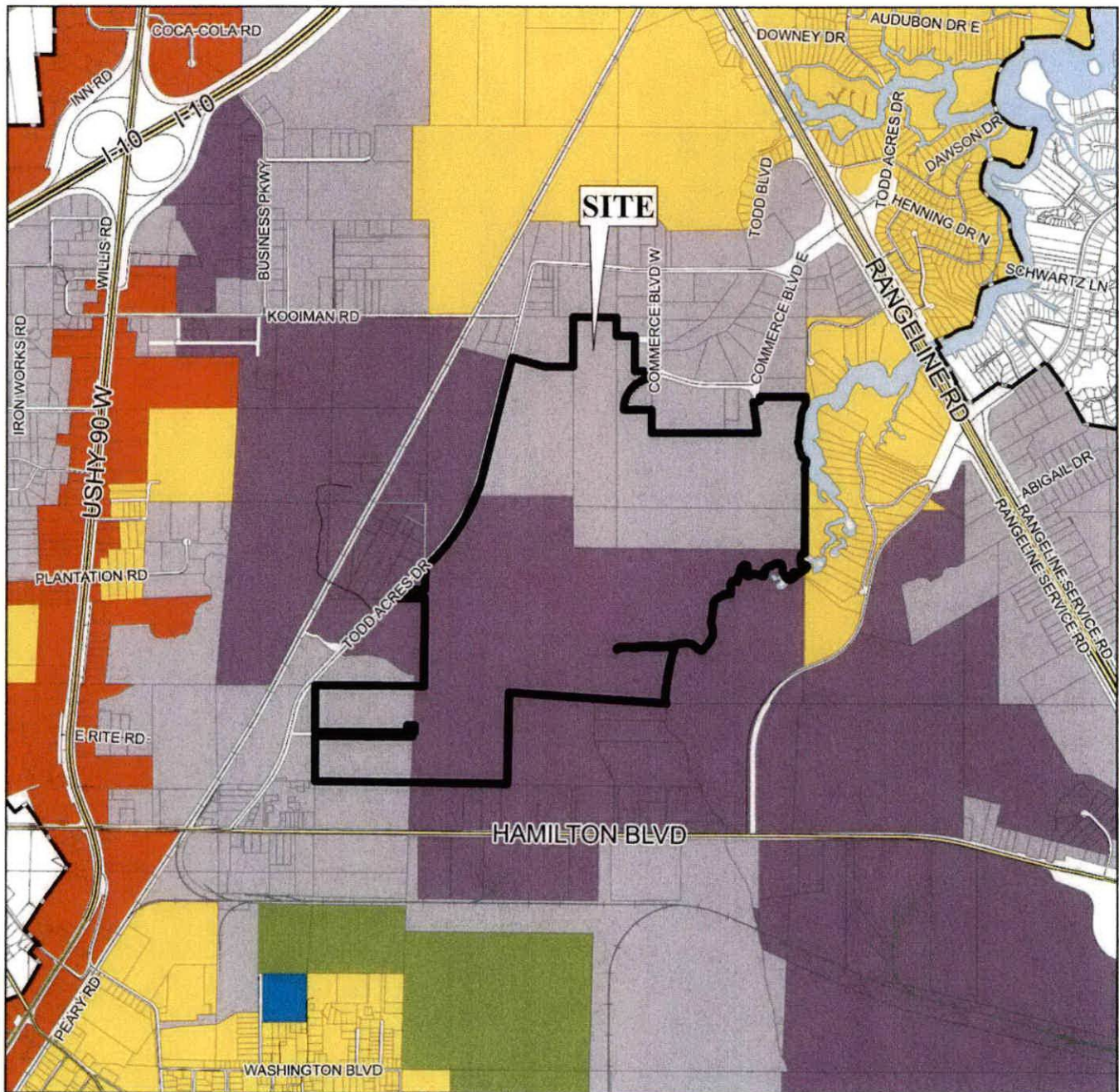
APPLICATION NUMBER 3 DATE September 21, 2023

APPLICANT Todd Acres Industrial Park Subdivision, Re-subdivision

REQUEST Subdivision, Rezoning from B-5 and I-2 to B-5



FLUM LOCATOR MAP



APPLICATION NUMBER 3 DATE September 21, 2023

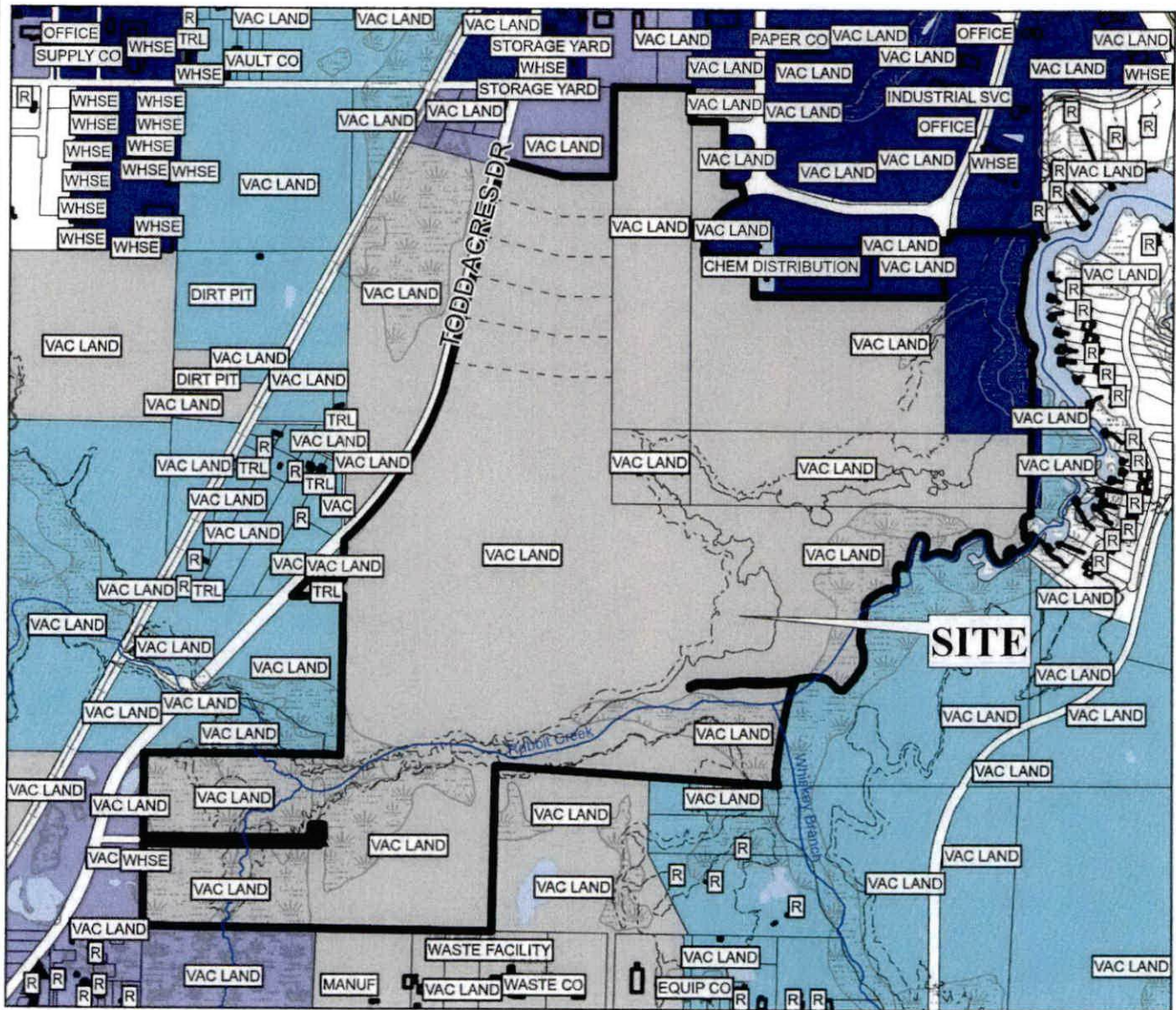
APPLICANT Todd Acres Industrial Park Subdivision, Re-subdivision

REQUEST Subdivision, Rezoning from B-5 and I-2 to B-5

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial, industrial, and residential units.

APPLICATION NUMBER 3 DATE September 21, 2023

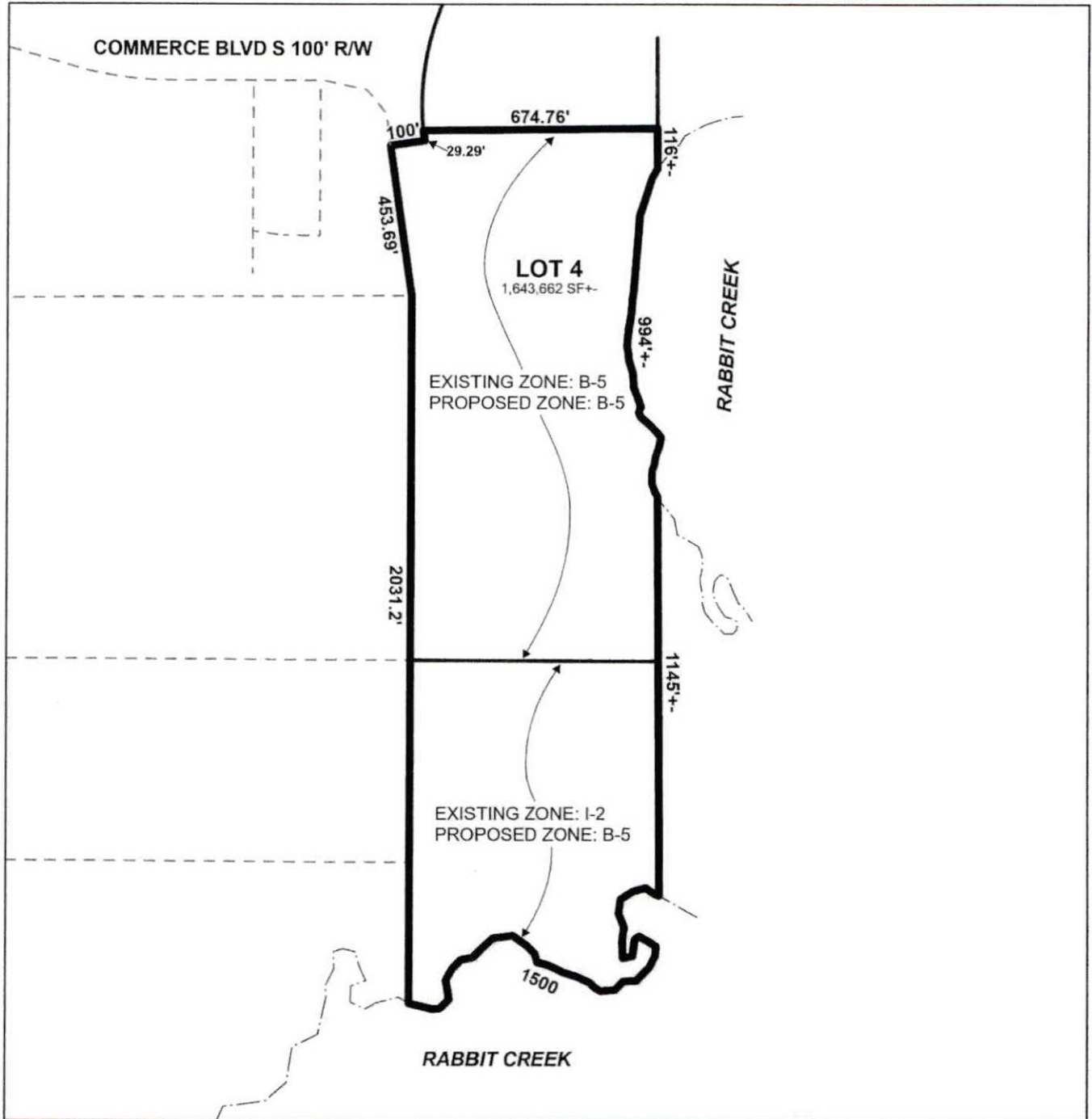
APPLICANT Todd Acres Industrial Park Subdivision, Re-subdivision of Lots 1 and 4

REQUEST Subdivision, Rezoning from B-5 and I-2 to B-5

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	



DETAIL SITE PLAN



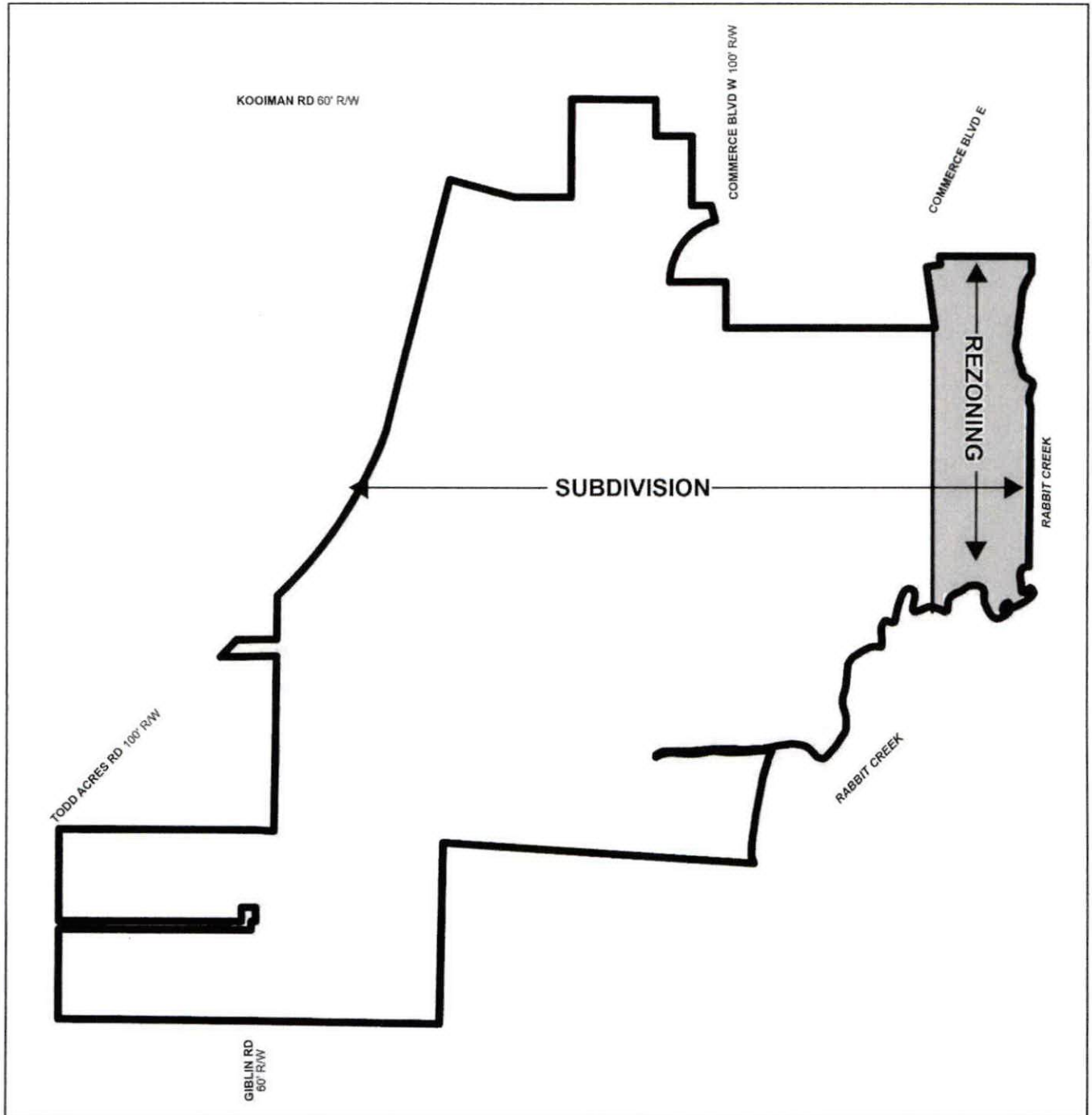
APPLICATION NUMBER 3 DATE September 21, 2023

APPLICANT Todd Acres Industrial Park Subdivision, Re-subdivision

REQUEST Subdivision, Rezoning from B-5 and I-2 to B-5



DETAIL SITE PLAN



APPLICATION NUMBER 3 DATE September 21, 2023

APPLICANT Todd Acres Industrial Park Subdivision, Re-subdivision

REQUEST Subdivision, Rezoning from B-5 and I-2 to B-5



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

Zoning District Correspondence Matrix

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

LIGHT INDUSTRY (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

HEAVY INDUSTRY (HI)

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of

heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as

buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/5/2023 - 1:24 PM

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a Previously Approved
Planning Approval for Property Located at 65 North Mobile Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 14th day of November, 2023, at 10:30 a.m., to consider adoption of an ordinance to consider a proposed modification of a previously approved Planning Approval for property located at 65 North Mobile Street.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on November 21, 2019 to allow for construction of a new cafeteria, modified student drop-off/pick-up lanes, and a reconfigured parking area on property located at 65 North Mobile Street and described as follows:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA

WHEREAS, the owner of said property applied for a major modification of the Planning Approval on June 19, 2023 to allow the construction of a building addition, practice field, and a 21-space parking lot for an existing private school in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested modification on July 20, 2023 and recommended approval of the major modification of the Planning Approval subject to the following conditions:

1. Relocate the proposed guard shack out of the 25-foot front setback along Mobile Street or approval by Traffic Engineering;
2. Revision of the "Parking Requirements" table to state that the parking ratio for the high school is one (1) parking space per three (3) students;
3. Provision of parking lot lighting compliant with Article 3, 64-3-9.C.;
4. Revision of note 13 to remove the word "frontage";

5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. The request is consistent with all applicable requirements of this Chapter;
- B. The request is compatible with the character of the surrounding neighborhood;
- C. The request will not impede the orderly development and improvement of surrounding property;
- D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 2. Includes adequate public facilities and utilities;
- E. The request will minimize traffic hazards and traffic congestion on the public roads;
- F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
- G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
- H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Relocate the proposed guard shack out of the 25-foot front setback along Mobile Street or approval by Traffic Engineering;
2. Revision of the "Parking Requirements" table to state that the parking ratio for the high school is one (1) parking space per three (3) students;
3. Provision of parking lot lighting compliant with Article 3, 64-3-9.C.;
4. Revision of note 13 to remove the word "frontage";
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of November, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 18th day of November, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 65 North Mobile Street.

The proposed amendment will modify a Planning Approval that was approved for said location on November 21, 2019. The owner of said property has applied for a modification of the Planning Approval to allow the construction of a building addition, practice field, and a 21-space parking lot for an existing private school in an R-1, Single-Family Residential Suburban District. If approved, the modification will allow the construction of a building addition, practice field, and a 21-space parking lot for an existing private school in an R-1, Single-Family Residential Suburban District subject to the following proposed conditions: 1. Relocate the proposed guard shack out of the 25-foot front setback along Mobile Street or approval by Traffic Engineering; 2. Revision of the "Parking Requirements" table to state that the parking ratio for the high school is one (1) parking space per three (3) students; 3. Provision of parking lot lighting compliant with Article 3, 64-3-9.C.; 4. Revision of note 13 to remove the word "frontage"; 5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 6. Full compliance with all municipal codes and ordinances.

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



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

October 3, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of July 20, 2023 considered the request of Tommy Akridge, UMS-Wright Corporation (McCrory & Williams, Inc., Agent), for a Major Modification of a previously approved Planning Approval to allow the construction of a building addition, practice field, and a 21-space parking lot for an existing private school in an R-1, Single-Family Residential Suburban District for the property located at 65 North Mobile Street.

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

1. Relocate the proposed guard shack out of the 25-foot front setback along Mobile Street or approval by Traffic Engineering;
2. Revision of the "Parking Requirements" table to state that the parking ratio for the high school is one (1) parking space per three (3) students;
3. Provision of parking lot lighting compliant with Article 3, 64-3-9.C.;
4. Revision of note 13 to remove the word "frontage";
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 26, 2023

Carah Vuncannon
McCrorry & Williams, Inc.
3207 International Drive
Unit G
Mobile, Alabama 36606

Re: 65 North Mobile Street
MOD-002560-2023
UMS-WRIGHT
Tommy Akridge, UMS-WRIGHT Corporation / McCrorry & Williams, Inc., Agent
District 1
Modification of a previously approved Planning Approval to allow the construction of a building addition, practice field, and a 21-space parking lot for an existing private school in an R-1, Single-Family Residential Suburban District

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

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

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planning Approval Modification request:

- A. The request is consistent with all applicable requirements of this Chapter;
- B. The request is compatible with the character of the surrounding neighborhood;
- C. The request will not impede the orderly development and improvement of surrounding property;
- D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - 1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - 2. Includes adequate public facilities and utilities;
- E. The request will minimize traffic hazards and traffic congestion on the public roads;

- F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
- G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
- H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

1. Relocate the proposed guard shack out of the 25-foot front setback along Mobile Street or approval by Traffic Engineering;
2. Revision of the "Parking Requirements" table to state that the parking ratio for the high school is one (1) parking spaces per three (3) students;
3. Provision of parking lot lighting compliant with Article 3, 64-3-9.C.;
4. Revision of note 13 to remove the word "frontage";
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

The advertising fee for this application based on the current legal description is \$417.24. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 
Margaret
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

June 27, 2023

PUBLIC HEARING NOTICE



Re: 65 North Mobile Street
MOD-002560-2023
UMS-Wright Subdivision
Tommy Akridge, UMS-Wright Corporation / McCrory & Williams, Inc., Agent
District 1
Modification of a previously approved Planning Approval to allow the construction of a building addition, practice field, and a 21-space parking lot for an existing private school in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s) / Owner(s):

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

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

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

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

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

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

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

MOBILE CITY PLANNING COMMISSION
June 27, 2023
PUBLIC HEARING NOTICE



Re: 65 North Mobile Street
MOD-002560-2023
UMS-Wright Subdivision
Tommy Akridge, UMS-Wright Corporation / McCrory & Williams, Inc., Agent
District 1
Modification of a previously approved Planning Approval to allow the construction of a building addition, practice field, and a 21-space parking lot for an existing private school in an R-1, Single-Family Residential Suburban District.

Dear Property Owner(s):

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

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

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

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

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

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

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



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:	Tommy Akridge	
Firm:	UMS-Wright Corporation	
Phone:	(251) 656-0950	
Email:	takridge@ums-wright.org	
Address:	65 N. Mobile St., Mobile, AL 36607	

	Owner	Design Professional
Name:	Same as applicant	Don Whittington
Firm:		McCrory & Williams, Inc.
Phone:		(251) 476-4720
Email:		dwhitt@mcwinc.com
Address:		3207 International Dr., Ste. G; Mobile, AL 36606

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

65 N. Mobile Street Mobile, AL 36607

52.188+/- Acres

Property Address R022908184002103., R022908184002110., R022908184002100., R022908184002101., R022908173000019., R022907230003358., R022908191001002., and R022907230006185.

Parcel Number(s) or Key Number(s)

R-1

N/A

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

See attached Letter of Authorization

Owner Signature

Date

Applicant or Agent Signature (if applicable)

Date

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

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

See attached Letter of Authorization

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).
UMS-Wright has existed and operated as a multi-level school for many years. They are requesting a revision to a previously approved PUD to allow for a building addition to a kindergarten classroom, addition of a practice field and a 21 space parking lot primarily used for faculty and staff.
They will continue using the remainder of the property in the manner previously used.

Institutional

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
UMS-Wright has operated in an R-1 zoned area for many years, with PUD and Planning Approval. The improvements listed above are intended to enhance the quality of education and fitness for its students.
3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
The proposed kindergarten classroom addition will allow the school to provide the early years pre-school education to more students.
The proposed practice field will provide the students with additional outdoor activity area.
The addition of the 21 space parking lot will give staff and faculty a more localized area to park.
4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No
5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
☒ Yes ☐ No

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
UMS-Wright campus addition to Moorer Hall Kindergarten Classroom - 12'.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
Frontage trees along Old Shell Road and Mobile Street. Multiple trees and landscaping throughout campus.

☐ Lighting:
Existing lighting will be utilized.

☐ Hours of operation:
Typical school hours with additional hours for sporting events.

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

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

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
Proposed improvements are to enhance already high standards of education and fitness that UMS-Wright already provides.

Application Submission Contact Information

Name of Project Addition to Moorer Hall Building UMS-Wright

Address: 65 North Mobile Street

Owner: UMS-Wright Episcopal School

Address: 161 Dogwood Lane Mobile Al Zip Code 36608

Phone (251) 656-0950 fax _____ Email: takridge@ums-wright.org

Authorized Agent McCrary & Williams Inc.

Address 3207 International Dr Mobile Al Zip Code 36606

Phone 251-476-4720 Fax 251-476-4721 Email lmdavis@mcwinc.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____ 36606

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Laura M. Davis

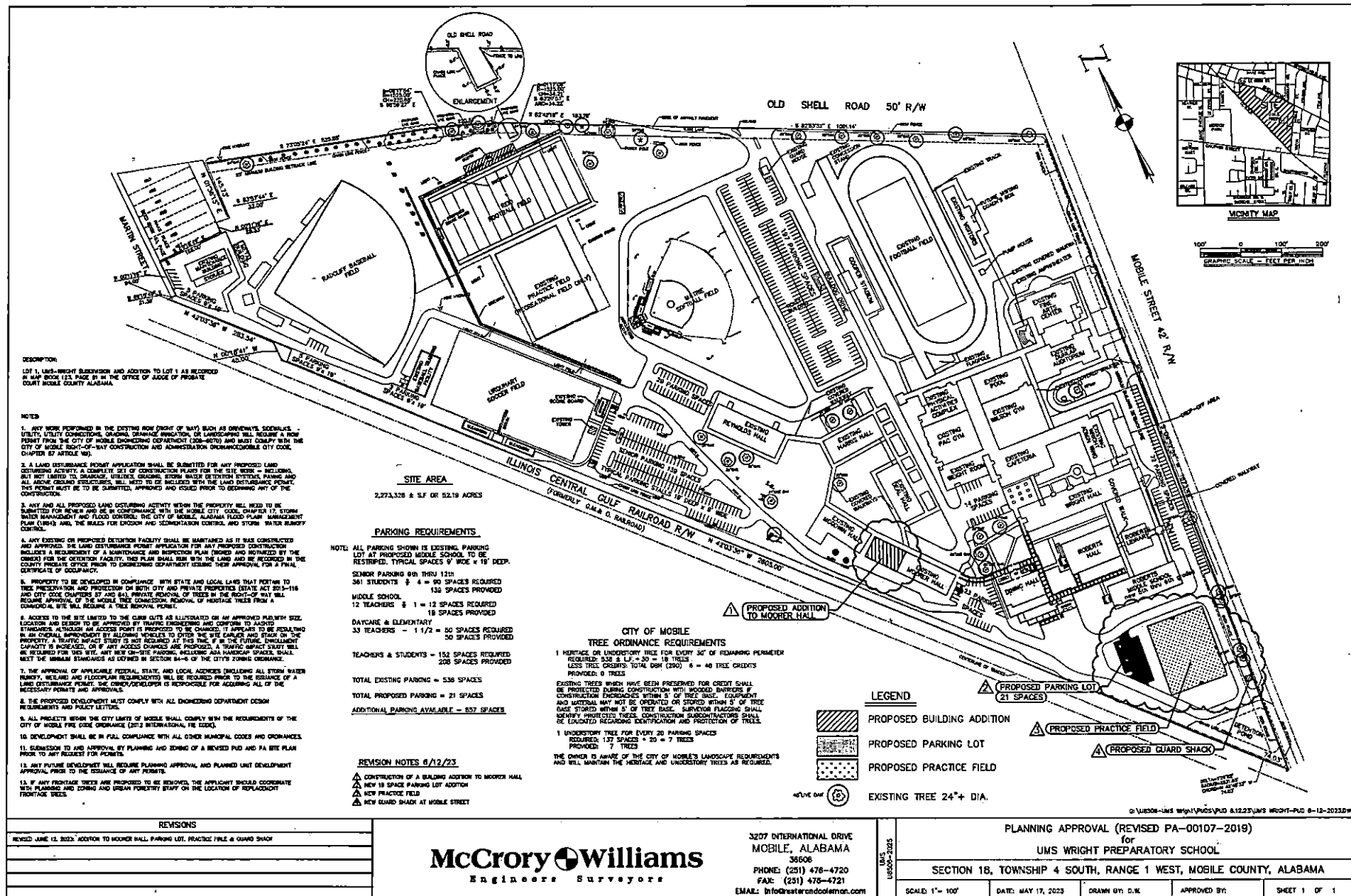
Laura M. Davis Date: 5/15/23 signature

Print

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information on: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

ZON Description & Justification

UMS-Wright has existed and operated as a multi-level school for many years. They are requesting a revision to a previously approved PUD to allow for a building addition to a kindergarten classroom, addition of a practice field and a 21 space parking lot primarily used for faculty and staff. They will continue using the remainder of the property in the manner previously used.



UMS-WRIGHT CORP
ATTN: TOMMY AKRIDGE
65 N. MOBILE ST
MOBILE, AL 36607

UMS ALUMNI & PARENTS, ASSOC, INC
65 N MOBILE ST
MOBILE, AL 36607

UMS-WRIGHT PREPARATORY
SCHOOL
65 N MOBILE ST
MOBILE, AL 36607

PARENTS ALUMNI ASSN OF UMS
65 N MOBILE ST
MOBILE, AL 36607

UMS - WRIGHT CORPORATION
65 N MOBILE ST
MOBILE, AL 36607

MCMILLAN GLORIA JEAN
70 MOBILE STREET
MOBILE, AL 36607

TACON BUILDING COMPANY LLC
58 MOBILE ST
MOBILE, AL 36607

51 TACON LLC
51 TACON ST, STE B
MOBILE, AL 36607

OAK RIDGE LLC
2651 CAMERON ST, STE A
MOBILE, AL 36607

ENTRY LEVEL PLAY, LLC
162 CONWAY DR W
MOBILE, AL 36608

SPRINGHILL MEDICAL COMPLEX, INC
1000A CODY ROAD S
MOBILE, AL 36695

ZIMLICH'S PATIO & GARDEN CTR
250 N MCGREGOR AVE
MOBILE, AL 36608

XANTE CORPORATION A
2800 DAUPHIN ST, SUITE 100
MOBILE, AL 36606

G & W PROPERTIES AN AL GEN
PTNRSHIP
P O BOX 185
MOBILE, AL 36601

COX PROPERTIES AL LLC
146 FLORIDA ST S
MOBILE, AL 36606

RAYFORD/DAUPHIN PROP LLC
C/O FORRESS RAYFORD
2701 DAUPHIN ST
MOBILE, AL 36606

DOLPHIN STORAGE LLC
ROBERT KEITH VAUGHAN
150 GOVERNMENT ST, SUITE 1003B
MOBILE, AL 36602

DAUPHINE LLC
PO BOX 961009
FORT WORTH, TX 76161

CARMELDA LLC
PO BOX 91206
MOBILE, AL 36691

RAINWATER THOMAS A & DONNA
P O BOX 7574
MOBILE, AL 36670

MOBILE GAS SERVICE CORP
2828 DAUPHIN ST
MOBILE, AL 36606

MOBILE GAS SERVICE CORP
PO BOX 248
MOBILE, AL 36652

STATE OF ALABAMA
MONTGOMERY, AL 36130

DUMAS-WESLEY COMMUNITY
2732 MILL ST
MOBILE, AL 36607

MELECH HOWARD C & DEBORAH T
2704 OLD SHELL RD
MOBILE, AL 36607

MELECH HOWARD C & DEBORAH
6604 GRELOT RD
MOBILE, AL 36609

BOWEN ERIN EILEEN, AS TRUSTEE
OF FAMILY TRUST
1702 DAUPHIN ST
MOBILE, AL 36604

TYLER CLARA MAE
5713 SO 33RD ST
OMAHA, NE 68107

HALE WILSON JR
1104 HOUSTON STREET
MOBILE, AL 36606

ABRAMS ARTHUR JR & MARY ANN
611 RICKARBY ST
MOBILE, AL 36606

K-QUAD LLC
13 S FLORIDA ST
MOBILE, AL 36606

GONNER JAQUELINE CANNON
1628 APEX DRIVE
MOBILE, AL 36693

LAWRENCE JEFFREY
36 BLACKLAWN ST
MOBILE, AL 36604

KAHALLEY JAMES
C/O DELFIERRO ROSS & ANICIA
1562 STONE HEDGE DR W
MOBILE, AL 36695

SHARITT JOHN W
11061 LINBAR LN N
SEMMES, AL 36575

CROSS MARY K D/B/A MARY K CROSS
DVM
2658 OLD SHELL RD
MOBILE, AL 36607

CUSHING FAMILY LTD PTNRSHIP
2653B OLD SHELL RD
MOBILE, AL 36607

HOLSTON PROPERTIES LLC
2952 MARKET ST
PASCAGOULA, MS 39567

SHILOH MISSIONARY BAPTIST
CHURCH INC
2756 OLD SHELL RD
MOBILE, AL 36607

RASP LLC
PO BOX 1967
MOBILE, AL 36633

ASJL INVESTMENTS LLC
1393 NOEL DR
ATLANTA, GA 30319

MCCREARY EUGENE
104 RANDOLPH STREET
MOBILE, AL 36607

UMEJEI OBI ETUMIWE FRANCIS
A/K/A F E UMEJEI
P O BOX 81183
MOBILE, AL 36689

E SQUARE LLC
PO BOX 1823
MOBILE, AL 36607

AUTREY MARTHA E
3046 ST ANDREWS DR
SYRACUSE, UT 84075

NEESE EUGENE
71 TACON ST
MOBILE, AL 36607

COLEMAN GARY
76 MOBILE ST
MOBILE, AL 36617

JOY LLC
1285 CARSON ROAD E
MOBILE, AL 36695

WALLEY DOUGLAS
C/O SRI GANESH CHAKRA ENT LLC
8419 CELESTE RD
SARALAND, AL 36571

BAK INVESTMENTS INC AN UND 1/2
INT & JU CORPORATION AN
13 S FLORIDA STREET
MOBILE, AL 36606

DIAMOND LAWRENCE
700 MONTCLAIRE WAY
MOBILE, AL 36609

JACO CAPITAL IVESTMENTS LLC
1055 DAUPHIN ST
MOBILE, AL 36604

JOHNSON WILLIAM
1956 S. UNIVERSITY BLVD STE
J#168
MOBILE, AL 36609

THOMAS AUGUSTINE H
2814 1/2 LECREN ST
MOBILE, AL 36607

ENLERS CLIFTON
293 WINGSFIELD DR
MOBILE, AL 36617

ENLERS OSWIN J
293 WINGFIELD DR
MOBILE, AL 36607

CUMMINGS MARL M III
P O DRAWER 16227
MOBILE, AL 36616

GOREE KELLEY
PO BOX 262
DAUPHIN ISLAND, AL 36528

SPENCER MARIAN F FINCH
2804 OLD SHELL RD
MOBILE, AL 36607

FINCH OSCAR
2804 OLD SHELL ROAD
MOBILE, AL 36607

DOSS SIMON JR & FLORENCE E
1102 JOY LANE
MOBILE, AL 36617

ROBERSON FREADRICK & MARY
1813 BLACKMON ST
MOBILE, AL 36617

SIMMONS JOHNNIE & EARNESTINE
2775 LECREN STREET
MOBILE, AL 36607

FOX ANGELA LEVERNE
C/O BARGE BRITTANY
306 CLAY ST
MOBILE, AL 36603

BARGE L D
1629 PHILLIPS LN
MOBILE, AL 36618

TOULMINVILLE CRICHTON COMM
DEV CORP
2200 RUE DE LEFLORE DR
MOBILE, AL 36607

COLEMAN FREDERICK & RUTH R
10004C RESEDA BLVD
NORTHRIDGE, CA 91324

COLEMAN FREDERICK & BRENDA
COLEMAN
10004C RESEDA BLVD
NORTHRIDGE, CA 91324

PERKINS SAMMIE D & VELMA
5903 SINCLAIR RD
SAN ANTONIO, TX 78222

DEBURY CARRIE, ET AL
300 INDIAN CREEK DR W
MOBILE, AL 36607

DUMAS REGINALD A
2805 LECREN ST
MOBILE, AL 36607

RHODES VERNALETTE W
429 GLENDALE PL
PRICHARD, AL 36610

POWELL CHILTON G SR &
% ROBERT K POWELL
4000 SEDGEWICK CT
MOBILE, AL 36693

BARGE JANICE MARIE & LOUIS D
C/O JONES-WOODS BRENNAN
5260 MAYMONT DR
WINDSOR HILLS, CA 9043

THOMAS NINA R
2814 LECREN ST
MOBILE, AL 36607

WALLACE OTHA & CATHERINE
C/O TAREVA HARRIS
6305 BILOXI AVE
MOBILE, AL 36608

KINNER MARY
223 INGATE ST
MOBILE, AL 36607

MCCREARY JERRY
1960 CREEKWOOD PL DR
MOBILE, AL 36695

HUTCHERSON STARTUS A JR
136 SAGE LANE
FAIRHOPE, AL 36532

WELLS EDWARD C & DELORES A
PO BOX 8178
MOBILE, AL 36689

MOBILE CITY OF
ATTN REAL ESTATE DEPT
P O BOX 1827
MOBILE, AL 36633

GRACE MINISTRIES INC.
P O BOX 1266
FAYETTEVILLE, GA 30214

HARRIS JAMES III
1055 DAUPHIN ST
MOBILE, AL 36604

BELL ETHEL
C/O OCTAVIA HUDSON
1240 WINDING BRANCH CIR
DUNWOODY, GA 30338

FELDER HOLDINGS, LLC
PO BOX 70171
MOBILE, AL 36670

BPG STORAGE, LLC
PO BOX 16167
MOBILE, AL 36616

WALKER DELORES & FRANK L
BARLOW JR
340 CEDARCREST LN
DOUBLE OAK, TX 75077

LOVETT MARILYN A, A LIFE EST
2772 OLD SHELL RD
MOBILE, AL 36607

HOLLOWAY MICKI
2773 LECREN ST
MOBILE, AL 36607

MASSEY MARIA A
2781 LE CREN ST
MOBILE, AL 36607

WELLS JAMAL A
2783 LECREN ST
MOBILE, AL 36607

DENT JENKINS JABARIA MESCHELE
2785 LECREN ST
MOBILE, AL 36607

HARRIS JOANNE
2804 LECREN ST
MOBILE, AL 36607

McCRORY & WILLIAMS, INC.
ATTN: DON WHITTINGTON
3207 INTERNATIONAL DR, STE. G
MOBILE, AL 36606



Agenda Item #: 13

MOD-002559-2023 & MOD-002560-2023

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

[Applicant Materials for Consideration – Planned Unit Development Modification](#)

[Applicant Materials for Consideration – Planning Approval Modification](#)

DETAILS

Location:

65 North Mobile Street

Applicant / Agent:

Tommy Akridge, UMS-Wright Corporation / McCrory & Williams, Inc.

Property Owner:

UMS-Wright Corporation

Current Zoning:

R-1, Single-Family Residential Suburban District

Future Land Use:

Institutional

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

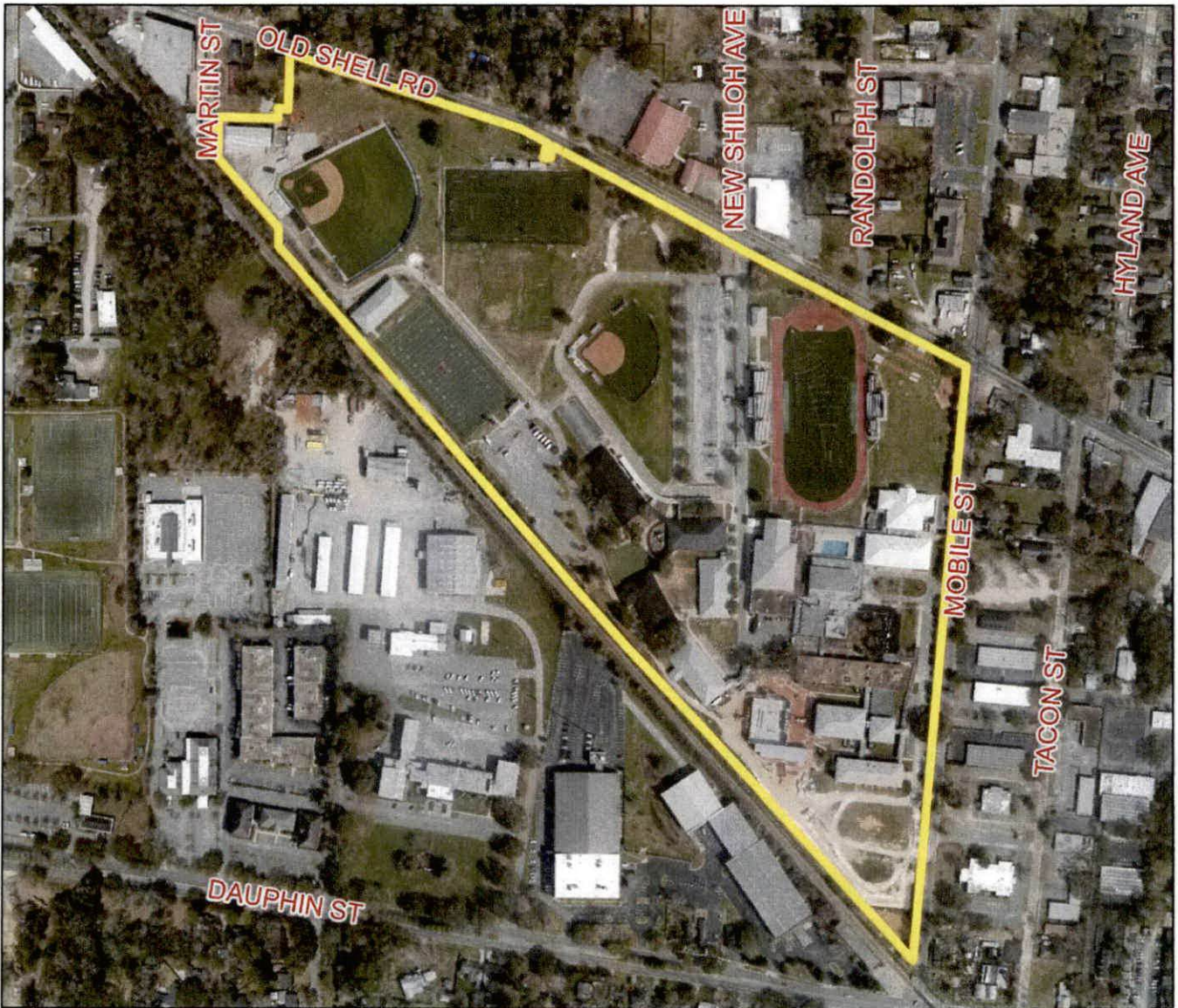
Considerations:

1. Modification of a previously approved Planned Unit Development with six (6) conditions; and
2. Modification of a previously approved Planning Approval with six (6) conditions.

Report Contents:

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

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER	13	DATE	July 20, 2023
APPLICANT	UMS-Wright		
REQUEST	PUD Modification, PA Modification		



SITE HISTORY

Since 1988, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a private school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications were approved by the Planning Commission at its November 21, 2019 meeting to allow for construction of a new cafeteria, modified student drop-off/pick-up lanes, and a reconfigured parking area.

STAFF COMMENTS

Engineering Comments:

Planned Unit Development Modification (MOD-002559-2023)

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

Planning Approval Modification (MOD-002560-2023)

1. Any work performed in the existing Public ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.

3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

The subject site is developed as an existing private school in an R-1, Single-Family Residential Suburban District. The applicant wishes to construct a an addition to a kindergarten classroom, a practice field, a guard shack, and a parking lot with 21 parking spaces. As PAs and PUDs are site plan specific, and the proposed changes a not considered minor changes, the site is required to obtain Modification approval in order to proceed with the construction.

All of the proposed improvements are contained within the existing boundaries of the school property. It should be noted that the proposed guard shack along Mobile Street is depicted as being located within the front 25-foot setback. If approved, the guard shack should be relocated outside of the front building setback, or the location should be approved by Traffic Engineering to ensure it will not create a visibility issue.

The site plan indicates that with the new parking addition to the site, there will be a total of 557 parking spaces available. It should be noted that the data provided in the "Parking Requirements" table is incorrect, in that it states that the parking ratio for the high school portion of the site is one (1) parking spaces per four (4) students, when it is actually one (1) parking spaces per three (3) students. Regardless of this error, the site is required to have a total of 211 parking spaces, therefore a compliant amount of parking will be provided. It should be noted that Article 3, 64-3-12.A.3.(d)(3) of the UDC requires any parking spaces in excess of the minimum required number shall have an Alternative Parking Surface; therefore, the proposed 21 spaces should be constructed with an approved alternative surface. Moreover, if approved, the "Parking Requirements" table should be corrected. While not illustrated, parking lot lighting compliant with Article 3, 64-3-9.C. should be provided for the new parking area.

It is unclear if the proposed additions to the site will result in the removal of any required trees. If trees are to be removed, the applicant should coordinate with staff to insure the site maintains compliance with the tree plans on file. A note on the site plan references replacing any required frontage trees. If approved, this note should be revised to remove the specific reference to frontage trees.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

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

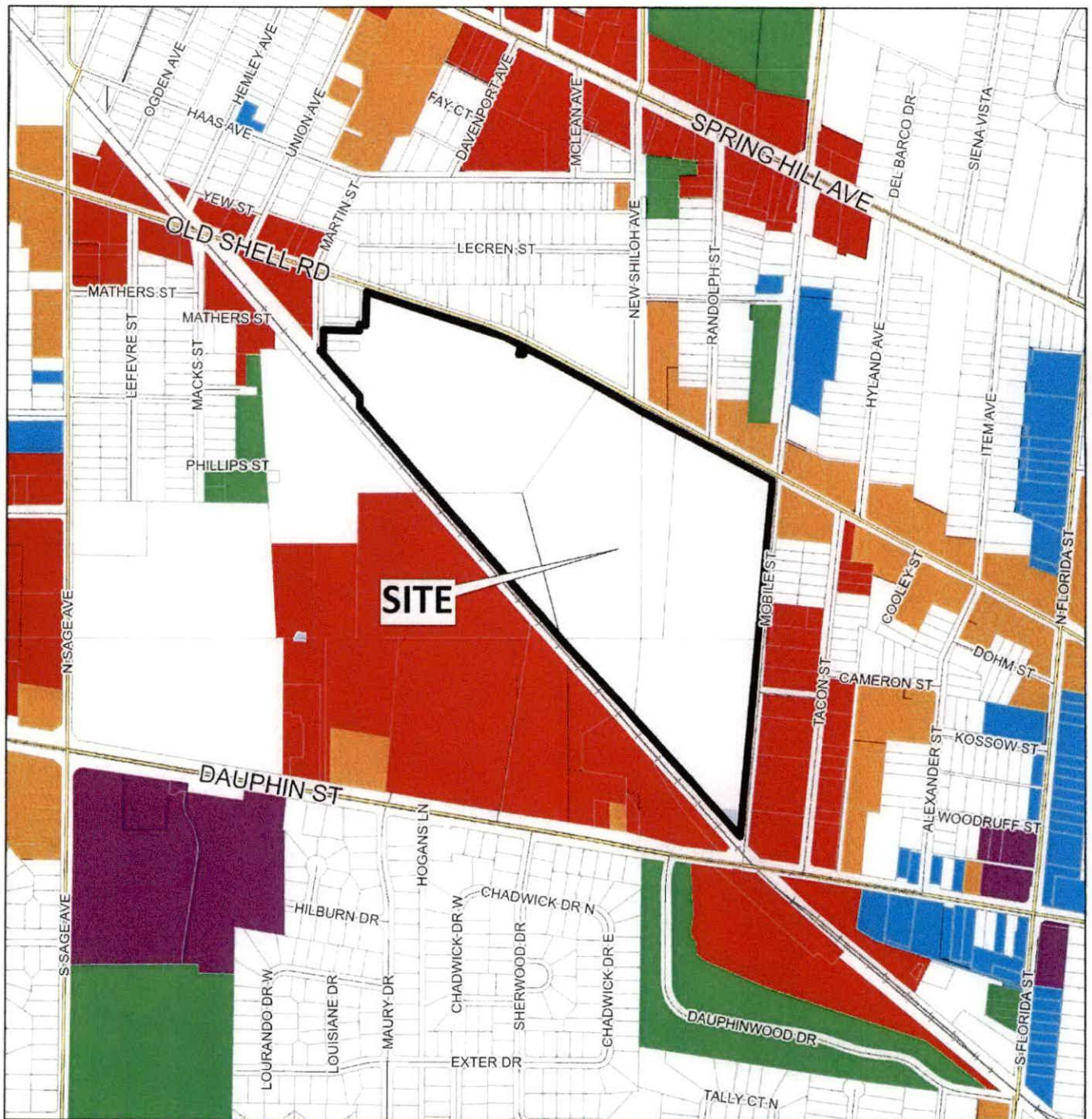
Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planning Approval / Planned Unit Development, the following conditions should apply:

1. Relocate the proposed guard shack out of the 25-foot front setback along Mobile Street or approval by Traffic Engineering;
2. Revision of the "Parking Requirements" table to state that the parking ratio for the high school is one (1) parking spaces per three (3) students;
3. Provision of parking lot lighting compliant with Article 3, 64-3-9.C.;
4. Revision of note 13 to remove the word "frontage";

5. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP

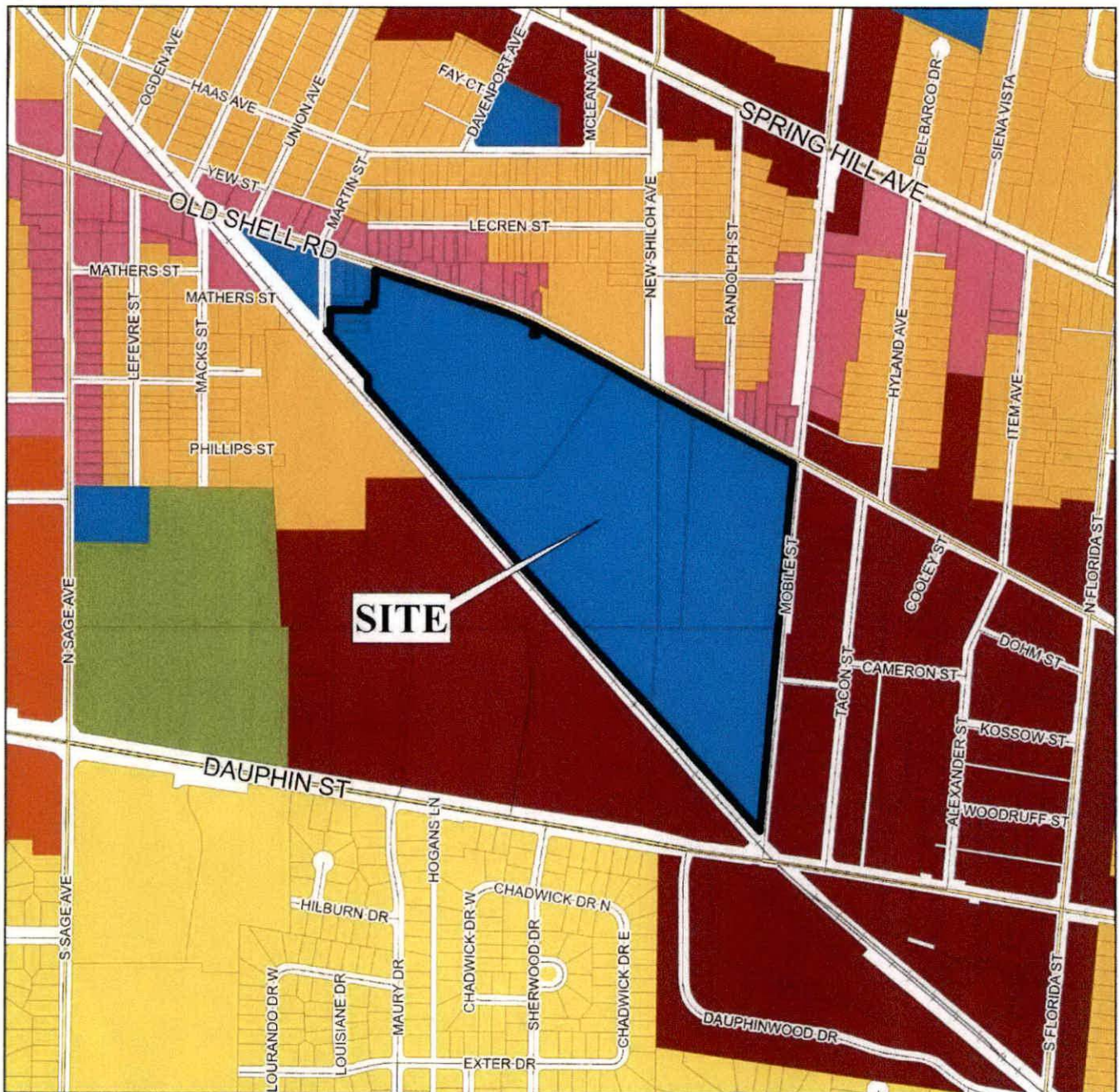


APPLICATION NUMBER 13 DATE July 20, 2023
 APPLICANT UMS-Wright
 REQUEST PUD Modification, PA Modification



NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE July 20, 2023

APPLICANT UMS-Wright

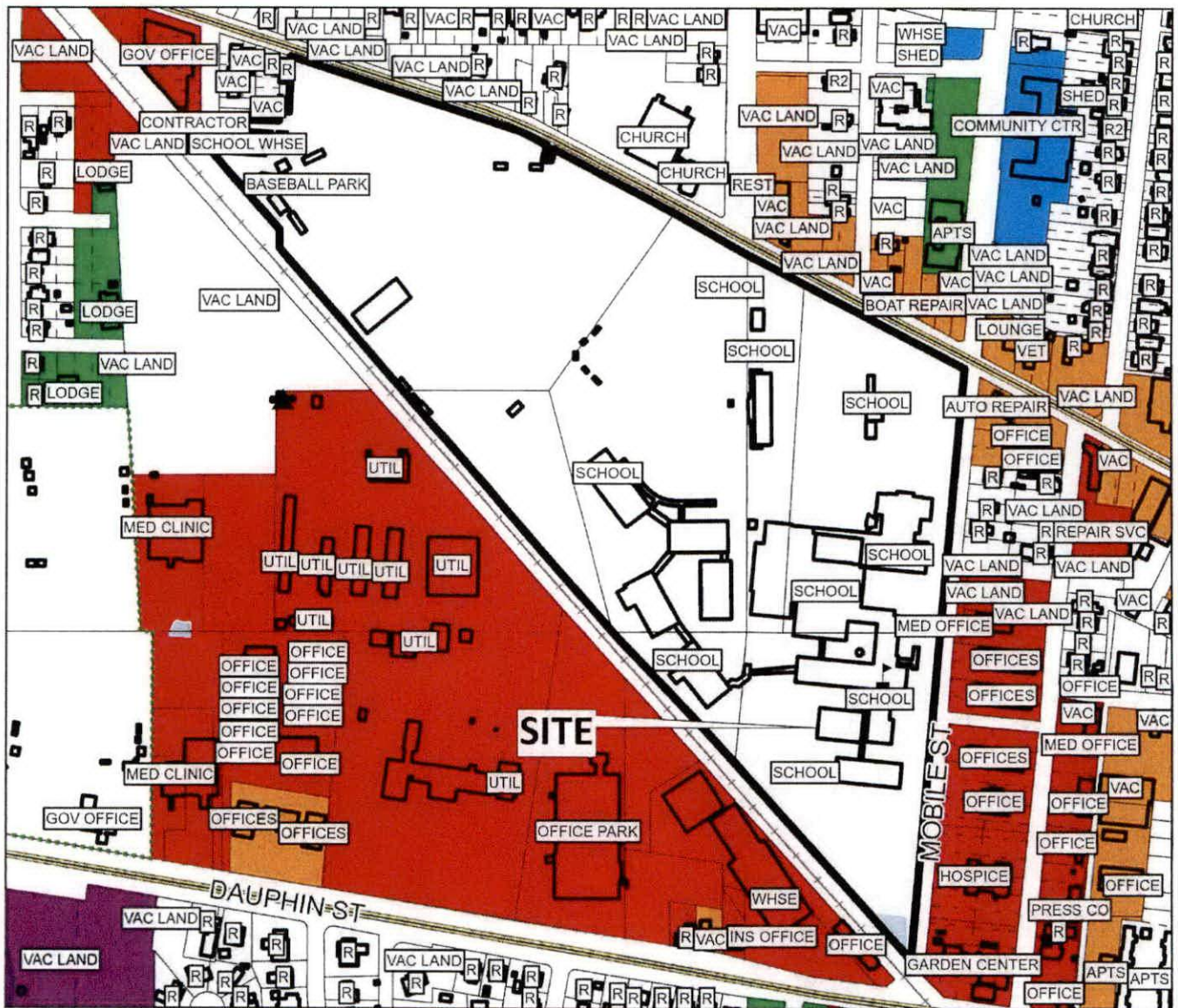
REQUEST PUD Modification, PA Modification

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 13 DATE July 20, 2023

APPLICANT UMS-Wright

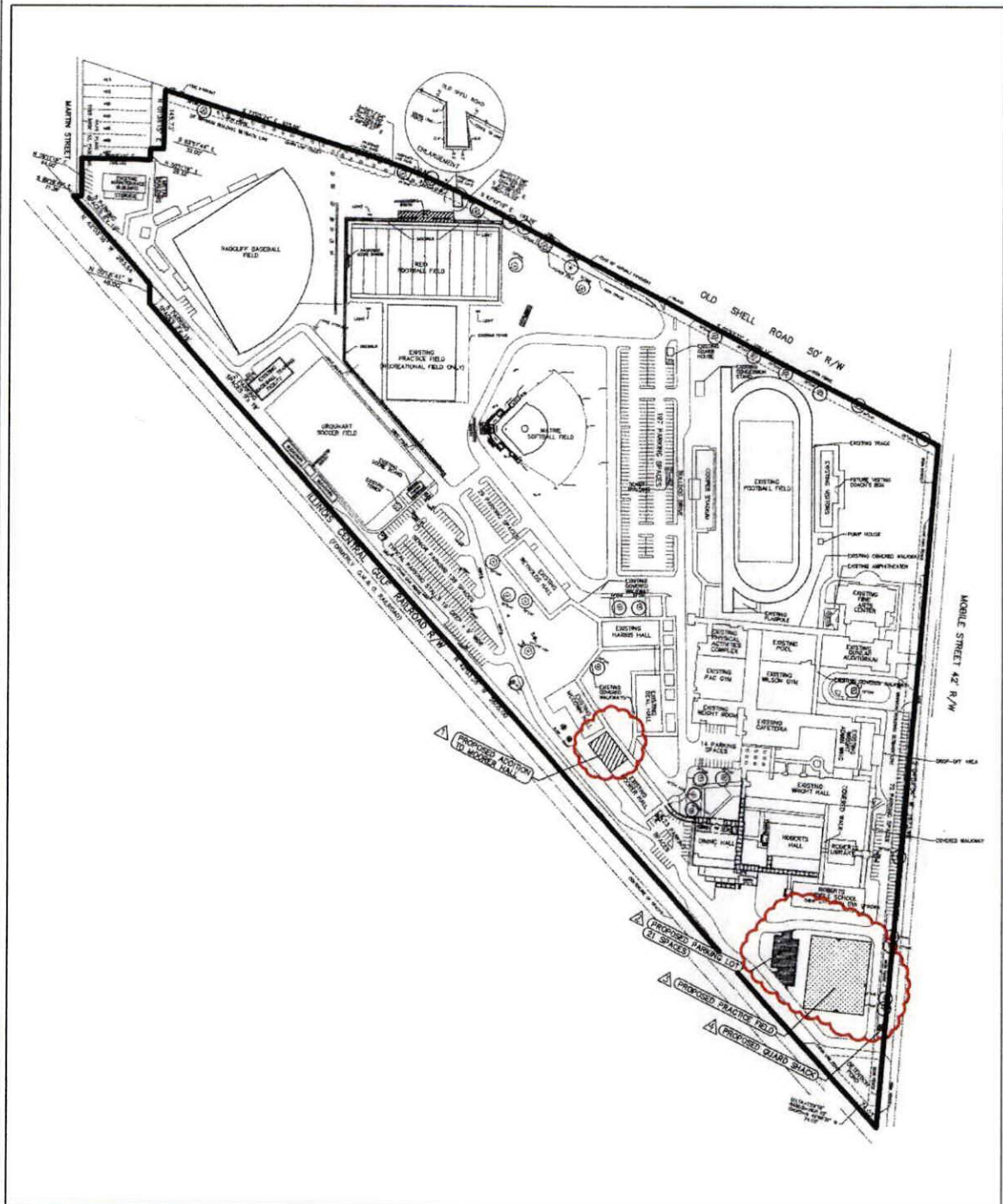
REQUEST PUD Modification, PA Modification

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



NTS

SITE PLAN



The site plan illustrates the existing buildings, fields, parking, proposed addition, proposed parking, and proposed field.

APPLICATION NUMBER	13	DATE	July 20, 2023
APPLICANT	UMS-Wright		
REQUEST	PUD Modification, PA Modification		



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 (MDWRU)
RESIDENTIAL - AG	R-A															
ONE-FAMILY RESIDENCE	R-1	■					■		■					□		
TWO-FAMILY RESIDENCE	R-2	■					■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■				■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○				■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○			■	■	■	■					□		
HISTORIC BUSINESS	H-B				■		■		■					□		
VILLAGE CENTER	TCD						■	■						□		
NEIGH. CENTER	TCD						■	■						□		
NEIGH. GENERAL	TCD						■							□		
DOWNTOWN DEV. DDD	T-6				■									□		
DOWNTOWN DEV. DDD	T-5.1				■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2				■		■							□		
DOWNTOWN DEV. DDD	T-4				■		■		□					□		
DOWNTOWN DEV. DDD	T-3				■		■							□		
DOWNTOWN DEV. DDD	SD-WH										○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□				□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○				□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○				□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3					■				■			○	□	○	
GEN. BUSINESS	B-4				■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5									■	■			□	□	
LIGHT INDUSTRY	I-1										■			□	□	□
HEAVY INDUSTRY	I-2											■		□		

Zoning District Correspondence Matrix

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

Institutional Land Use (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Note: Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor. The specific location and design of these complementary uses is subject to zoning.



AGENDA ITEM SUMMARY SHEET

Agenda of:10/10/2023

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

10/5/2023 - 1:26
PM