



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, September 13, 2022, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Rev. Roger Randall, Providence Baptist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

September 6, 2022

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Clara Cunningham King for a waiver of the Noise Ordinance at Public Safety Memorial Park on October 22, 2022, from 12:00 p.m. - 5:00 p.m. (District 5).

Request of India Andrews Hartman for a waiver of the Noise Ordinance at Public Safety Memorial Park on November 19, 2022, from 11:00 a.m. - 5:00 p.m. (District 5).

10. PUBLIC HEARINGS

Public hearing to rezone property located at 915 and 907 Hillcrest Road from B-2 to B-3 (District 6).

Public hearing to declare the structure at 2721 Harper Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 107 Randolph Street a public nuisance

and order it demolished (District 1).

Public hearing to declare the structure at 1005 Texas Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1612 Wardwood Drive a public nuisance and order it demolished (District 3).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Eddie Irby - Request ShotSpotter and better police protection & traffic control.

12. CONSENT RESOLUTIONS HELD OVER

40-581 Declare the structure at 1109 Adams Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-582 Declare the structure at 1110 Adams Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-583 Declare the structure at 255 Clay Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-584 Declare the structure at 209 Lexington Avenue a public nuisance and order it demolished (sponsored by Councilmember Carroll).

13. RESOLUTIONS HELD OVER

01-762 Authorize agreement with Uniti Fiber, LLC for McGregor Ave. widening; Airport Blvd. to Dauphin St. (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

01-763 Authorize agreement with Alabama Power for McGregor Ave. widening; Airport Blvd. to Dauphin St. (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

01-764 Authorize agreement with Spire-Gulf for McGregor Ave. widening; Airport Blvd. to Dauphin St. (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

01-765 Authorize agreement with Comcast Cable Communication of Alabama for McGregor Ave. widening; Airport Blvd. to Dauphin St. (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

01-766 Authorize agreement with Centurylink Communications, LLC for McGregor Ave. widening; Airport Blvd. to Dauphin St. (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

01-767 Authorize agreement with A T & T Alabama for McGregor Ave. widening; Airport Blvd. to Dauphin St. (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

08-768 Approve purchase order to Routeware, Inc. for garbage collection management system; \$21,030.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-769 Approve purchase order to Galls, LLC for body-armor carrier-vests for MPD; \$20,553.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-770 Approve purchase order to Siteone Landscape Supply for irrigation controllers, sensors, cartridges & cabinets for various City parks; \$19,720.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-771 Approve purchase order to CDW Government, LLC for Apple iPad Pro tablets and cases; Parks & Rec. Dept.; \$27,998.67 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-772 Approve purchase order to Asplundh Tree Expert, LLC for tree and tree-limb removal on Dauphin St.; Forestry Dept.; \$109,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-773 Approve purchase order to Insight Public Sector for desktop computers; MPD; \$38,827.10 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-774 Approve purchase order to Graybar Electric Co., Inc. for decorative street lighting poles and fixtures; Traffic Engineering Dept.; \$40,111.68 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-775 Approve purchase order to Struthers Recreation, LLC for benches, trash receptacles and picnic tables for various City parks; \$108,038.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-776 Approve purchase order to CDW Government, LLC for network cameras with mounts; MPD; \$25,470.55 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-777 Adopt the 2022-2023 General Fund, Capital Improvements Fund, and Convention Center Fund budgets (sponsored by Mayor Stimpson).

25-778 Accept temporary construction easement Miscellaneous Drainage - Group B (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept. & Carleen Stout-Clark, Real Estate Dept.).

60-779 Authorize Settlement Agreement and Release of Claims; Cox

(sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-780 Authorize Settlement Agreement and Release of Claims; Moore
(sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

14. ORDINANCES BEING INTRODUCED

01-043 Ordinance to define the City of Mobile "Central Business District"
(sponsored by Councilmember Carroll) (submitted by Chris Arledge, Council
Attorney).

14-044 Ordinance to amend "Sec. 14-3, Contract Procedures" of the Mobile
City Code, 1991 (sponsored by Councilmember Carroll) (submitted by Chris
Arledge, Council Attorney).

64-045 Rezone property located at 915 and 907 Hillcrest Road from B-2 to B-3
(sponsored by Councilmember Jones).

15. CONSENT RESOLUTIONS BEING INTRODUCED

37-783 Recommend approval to the ABC Board for issuance of a Retail
Beer/Table Wine (On or Off Premises) License to Home 2 Suites Mobile; 1485
Satchel Paige Drive (sponsored by Councilmember Small).

40-784 Declare the structure at 2721 Harper Avenue a public nuisance and
order it demolished (sponsored by Councilmember Penn).

40-785 Declare the structure at 107 Randolph Street a public nuisance and
order it demolished (sponsored by Councilmember Penn).

40-786 Declare the structure at 1005 Texas Street a public nuisance and order it
demolished (sponsored by Councilmember Carroll).

40-787 Declare the structure at 1612 Wardwood Drive a public nuisance and
order it demolished (sponsored by Councilmember Small).

60-788 Approve award of special bonus to the Public Services Employee of the
Month; McNab (sponsored by Mayor Stimpson) (submitted by Marc Vassallo,
Public Services Dept.).

60-789 Approve award of special bonus to the Parks & Recreation Employee of
the Month; Pettaway (sponsored by Mayor Stimpson) (submitted by Shonnda
Smith, Parks & Rec. Dept.).

60-790 Approve award of special bonus to the Public Works at Large
(Inspection Services) Employee of the Month; Mead (sponsored by Mayor
Stimpson) (submitted by James DeLapp, Public Works Dept.).

60-791 Determine an appropriation to Africatown Community Development
Corporation serves a public purpose and approve payment (sponsored by

Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-792 Determine an appropriation to 100 Black Men of Greater Mobile, Inc. serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Rebecca Christian, Accounting Dept.).

60-793 Determine an appropriation to Mount Zion Primitive Baptist Church serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Rebecca Christian, Accounting Dept.).

60-794 Determine an appropriation to The Boys and Girls Clubs of South Alabama, Inc. serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Rebecca Christian, Accounting Dept.).

60-795 Determine an appropriation to Big Brothers Big Sisters of South Alabama, Inc. serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Rebecca Christian, Accounting Dept.).

60-796 Determine an appropriation to The Nest Corporation, Inc. serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Rebecca Christian, Accounting Dept.).

60-797 Determine an appropriation to the Mobile County District Attorney's Office serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

03-806 Re-appoint Lewis Golden (D 4), Jeremy Milling (D5), and Adam Metcalfe (D 7) to the Board of Adjustment (sponsored by Councilmembers Reynolds, Daves and Gregory) (submitted by Lisa C. Lambert, City Clerk).

16. CIP RESOLUTIONS BEING INTRODUCED

09-798 Reallocate \$140,000.00 from Mobile Museum of Art-Power & HVAC Improvements to Mobile Museum of Art-Climate Control to replace chiller (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

17. RESOLUTIONS BEING INTRODUCED

01-799 Authorize agreement with Four Moons, LLC to electronically track disadvantaged business participation with City contracts; \$45,000 per year for 3 years (sponsored by Mayor Stimpson) (submitted by Archnique Kidd, Office of Supplier Diversity).

01-800 Authorize agreement for grant participation with the Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

08-801 Approve purchase order to Kimball International for furniture for MPD

Cyber Gulf Coast Technology Center; \$44,774.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-802 Approve purchase order to TPM, Inc. for annual subscription renewal for plan-review software; \$21,858.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-803 Approve purchase order to Ozark Materials, LLC for thermoplastic roadway marking materials; Traffic Engineering; \$17,133.22 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-804 Approve purchase order to Safety Zone Holdings, Inc. for compact diesel towable light towers; MPD; \$52,778.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-805 Authorize contract with Davis South Barnette & Patrick, LLC for public safety recruiting digital marketing services (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety Dept.).

18. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/31/2022 -
11:26 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

9/8/2022 - 2:18 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

King

Cover Memo

9/8/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

9/8/2022 - 9:34
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: Clara Cunningham King
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-421-7852

Organization (if applicable) _____

Mailing Address of Applicant 1722 Dublin St

Telephone No. 251-421-7852 E-mail address Clara King@yahoo.com

Location or address of event where amplification will be used:

2301 Airport Blvd. Mobile, AL

Date of Event: Oct 22, 2022 Starting Time: 12 pm Ending Time 5 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Stop Bullying

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

2022 SEP -6 PM 4:28
CITY CLERK DEPARTMENT



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Hartman

Cover Memo

9/8/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

9/8/2022 - 9:36
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: India Andrews Hartman

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2514044287

Organization (if applicable) _____

Mailing Address of Applicant 900 Downtowner Blvd Apt 565

Telephone No. 2514044287 E-mail address pecuillargeneration2018@gmail.com

Location or address of event where amplification will be used:

Public Safety Memorial Park

Date of Event: 11/19/2022 Starting Time: 11 am Ending Time 5pm

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

Type of Event: community outreach 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

CITY CLERK DEPARTMENT

2022 SEP -6 AM 10:17



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Jones

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

packet

Cover Memo

8/10/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/10/2022 - 3:54
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 915 and 907 Hillcrest Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted August 16, 2022, a public hearing will be held on the 13th day of September, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 915 and 907 Hillcrest Road (east side of Hillcrest Road, at the west terminus of Timbers Drive) from B-2, Neighborhood Business District, to B-3, Community Business District.

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

Lisa C. Lambert
City Clerk

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

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

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

LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16, 17, AND 18 IN BLOCK 48 MOBILE HEIGHTS, FORMERLY CALLED PINEHURST, DELANEY ADDITION TO SPRINGHILL, AS PER PLAT RECORDED IN DEED BOOK 138, PAGE 118 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

AND

LOTS 7, 8, 9, 10, 11 AND 12 IN BLOCK 48 MOBILE HEIGHTS, FORMERLY CALLED PINEHURST, DELANEY ADDITION TO SPRINGHILL, AS PER PLAT RECORDED IN DEED BOOK 138, PAGE 118 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from B-2, Neighborhood Business District to B-3, Community Business District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-3,

Community Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business District until all of the conditions set forth below have been complied with: 1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 13th day of September 2022, at 10:30 AM. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 19th day of August 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **915 and 907 Hillcrest Road** (East side of Hillcrest Road, at the West terminus of Timbers Drive).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **B-2, Neighborhood Business District** to **B-3, Community Business District**. Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE

AN ORDINANCE

2022

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

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

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

LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16, 17, AND 18 IN BLOCK 48 MOBILE HEIGHTS, FORMERLY CALLED PINEHURST, DELANEY ADDITION TO SPRINGHILL, AS PER PLAT RECORDED IN DEED BOOK 138, PAGE 118 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

AND

LOTS 7, 8, 9, 10, 11 AND 12 IN BLOCK 48 MOBILE HEIGHTS, FORMERLY CALLED PINEHURST, DELANEY ADDITION TO SPRINGHILL, AS PER PLAT RECORDED IN DEED BOOK 138, PAGE 118 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

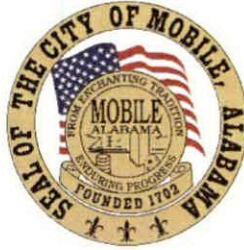
The classification of said property is hereby changed from **B-2, Neighborhood Business District** to **B-3, Community Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-3, Community Business District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business District** until all of the conditions set forth below have been complied with: 1) **Completion of the Subdivision process**; and 2) **Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

**Laura Ledyard
915 and 907 Hillcrest Road
(East side of Hillcrest Road, at the West terminus of Timbers Drive)
Council District 6
Scott Jones**



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

August 2, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of July 21, 2022 considered the request of **Laura Ledyard** for a change in zoning from **B-2, Neighborhood Business District** to **B-3, Community Business District** for the property located at **915 and 907 Hillcrest Road** (East side of Hillcrest Road, at the West terminus of Timbers 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; and 2) Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 26, 2022

Laura Ledyard
915 Hillcrest Road
Suite A
Mobile, Alabama 36695

Re: 915 and 907 Hillcrest Road
(East side of Hillcrest Road, at the West terminus of Timbers Drive).
Council District 6
ZON-002099-2022 (Rezoning)
Square 1 Plaza
Rezoning from B-2, Neighborhood Business District to B-3, Community Business District.

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

At its meeting on July 21, 2022, the Planning Commission considered the above referenced Rezoning application.

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

- a. changing conditions in a particular area make a change in the Ordinance necessary and desirable; and
- b. there is a need to increase the number of sites available to business or industry.

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; and
- 2) full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is \$283.85. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:


Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
July 12, 2022
PUBLIC HEARING NOTICE



Re: **915 and 907 Hillcrest Road**
(East side of Hillcrest Road, at the West terminus of Timbers Drive).
Council District 6
ZON-002099-2022 (Rezoning)
Square 1 Plaza
Rezoning from B-2, Neighborhood Business District to B-3, Community Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, July 21, 2022, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from B-2, Neighborhood Business District to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m. on Wednesday, July 20, 2022**, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

JULY 12, 2022

PUBLIC HEARING NOTICE



Re: 915 and 907 Hillcrest Road
(East side of Hillcrest Road, at the West terminus of Timbers Drive).
Council District 6
ZON-002099-2022 (Rezoning)
Square 1 Plaza
Rezoning from B-2, Neighborhood Business District to B-3, Community Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, July 21, 2022, at 2:00 p.m.**, to consider the above referenced application.

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

The proposed zoning district is Rezoning from B-2, Neighborhood Business District to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m. on Wednesday, July 20, 2022**, to allow adequate time for the Commission members to review the information.

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



Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☒ **Zoning Change**

\$100.00 (if recommended for approval,
additional advertising fee required)

☐ **Planning Approval**

\$150.00 (non-profit \$50)

☐ **Planned Unit Development**

\$150.00

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

1. APPLICANT

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

Laura Ledyard

laura@southalreo.com

Name

Email

915 Hillcrest Rd, Suite A Mobile AL 36695

251.402.3130

Full Address (Street, City, State, Zip)

Phone

2. OWNER

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

Ithaca Inc.

Estate of Angela Blum

Name

Name (other owners, optional)

3. PROPERTY INFORMATION

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

907 and 915 Hillcrest Rd

R0228083000070.000 and R0228083000071.000

Property Address

Parcel Number

2.53 ac

Property Area (acres or square feet)

B2

B3

Present Zoning

Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION

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

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

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

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

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

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ YES ☒ NO

If YES, are they shown on the Site Plan? ☐ YES ☒ NO

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

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

Applicant Signature

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant Signature

Date

APPLICATION CHECKLIST

(ZON, PUD, PLA)

- ☐ Seven (7) copies of completed application
- ☐ Legal description of site in question (from deed or survey, not a tax assessment description)
- ☐ Parcel number of site in question
- ☐ Detailed description of proposal
- ☐ Plan consistency analysis
- ☐ Seven (7) copies of site plan showing all information listed on the application (drawn to scale)
- ☐ Digital copy of site plan (dxf or dwg - Autocad 2007 compatible)
- ☐ All trees 24" and larger shown on plan
- ☐ Address labels for property owners within 300 ft.; address label for applicant; and, if applicant and owner differ, address label for owner
- ☐ First-class postage fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ☐ Notification fee (\$1.00) per mailing label
- ☐ One photocopy of address labels
- ☐ Signature of property owner or letter authorizing applicant to submit application

ALL OF THE ABOVE DOCUMENTS MUST BE SUBMITTED FOR AN APPLICATION TO BE PROCESSED.
INCOMPLETE OR INACCURATE INFORMATION WILL DELAY THE PROCESSING OF YOUR REQUEST.

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



915 Hillcrest Road Suite A Mobile Alabama 36695
ofc 251.344.0805 cl 251.402.3130 laura@southalreo.com

June 14, 2022

City of Mobile
Planning & Zoning

Re: Zoning Change 907 Hillcrest Rd Mobile AL 36695 - K00584193 and 915 Hillcrest Rd. Mobile AL 36695 - K00584200

Dear Ladies and Gentlemen,

My name is Laura Ledyard, I am the Broker for Angela Blum Real Estate and property manager of Square 1 shopping center located at 907 and 915 Hillcrest Road. I am submitting a zoning change application.

The following addresses items 4, 5 and 6 of the planning commission application attached hereto.

Item 4 APPLICATION DESCRIPTION

Square 1 is a small retail strip center approximately 15,800 sf fronting Hillcrest Rd. It was built in 2 phases in 1985 and 1987. There has been no additions or modifications to the original structure or site plan including the parking lot and drainage plan. I am currently negotiating with a jewelry store owner "Royal Stone Fine Jewelry and Piercing" who has expressed interest in leasing a suite at my location. The primary business shall be Jewelry sales with an accessory business of piercing. Due to the limitation of 25% placed on the accessory business we feel that B3 zoning covers both the landlord and the business owner for business growth and prosperity.

Item 5 PLAN CONSISTENCY STATEMENT

As you can see from the attached map, many of the surrounding properties are currently zoned B -3. Some of which include Regions Bank, Berkshire / Prudential office center, Goldstein's Jewelry (originally built as a bank), and Sunshine Skate Center, most of these were developed after 1985, which is the year the subject was built. Hillcrest Road has been designated as a transportation corridor west of I-65 serving primarily the low-density (suburban) residential neighborhoods. Under the new Comprehensive Plan, all of the commercial properties spread along Hillcrest Road zoned B-2 and B-3 located between Airport Blvd. and Grelot Road would be classified as Mixed Commercial Corridor. MCC includes a wide variety of retail, services and entertainment uses. A change in zoning to a B-3 classification on this property would be consistent with the Future Land Use Plan and Major Street Plan, as well as the surrounding areas.

Item 6 ZONING STATEMENT

This zoning amendment is necessary for a proposed jewelry store to perform piercing. Under the current zoning regulations, B-3 zoning is necessary for piercing if it exceeds the 25% threshold for an accessory business. As an example, if the majority of customers purchasing earrings also have them installed this accessory service is likely to exceed the 25% threshold.

Because many of the surrounding properties are already zoned B-3 there should be no effect on the surrounding land uses.

Due to the following 2 conditions the requested zoning amendment should be allowed.

2) Changes in conditions in this area make the ordinance change necessary and desirable.

Since the construction of said property in 1985 there has been a substantial residential growth in single family neighborhoods as well as higher density apartment complexes throughout the Hillcrest / Grelot area. Having variety in retail and services is vital in supporting the surrounding residential areas. B-2 has limits in its classifications so in order to expand the variety of retail and services to the area B-3 zoning is necessary. This new classification will allow the landlord to market and lease to a wider variety of businesses.

3) The residential growth in the Hillcrest area has created an increased need for business in addition to sites that are available. It is necessary to rezone these few remaining B2 properties to keep up with the need for business.

Kindest regards,

Laura Blum. Ledyard
Broker, Real Estate

THE STATE OF ALABAMA

COURT OF PROBATE

COUNTY OF MOBILE

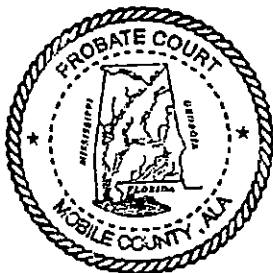
CASE NO. 2020-1572

RE: ANGELA ELISE BLUM, DECEASED

LETTERS TESTAMENTARY

The Will of ANGELA ELISE BLUM, deceased, having been duly admitted to record in said county, Letters Testamentary are hereby granted to LAURA BLUM LEDYARD, the Personal Representative named in said will, who has complied with the requisites of the laws and who is authorized to take upon herself the execution of such will. Except as restricted or otherwise provided by said will, the Personal Representative is authorized to administer the estate in accordance with the powers and duties set out pursuant to *Ala. Code* §§43-2-830, et seq. (1975). Unless otherwise provided by the will, the powers and duties of said Personal Representative specifically include, but are not limited to, gathering and retaining estate assets, paying taxes, fees, and expenses, including court costs, incident to the administration of the estate.

ORDERED this 30th day of October, 2020.



DON DAVIS, Judge of Probate

Action By Written Consent

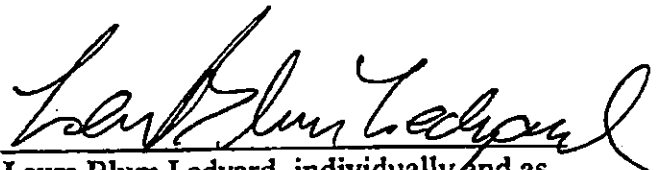
The undersigned, constituting all of the shareholders and directors of Ithaca, Inc., an Alabama corporation (the "Corporation"), hereby adopt the following resolutions:

RESOLVED that Laura Blum Ledyard, Meda B. Brooks and Joseph Rodney Moring shall serve as directors of the Corporation.

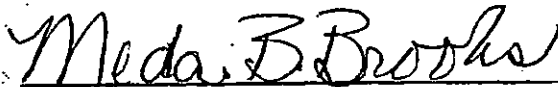
FURTHER RESOLVED that Laura Blum Ledyard shall serve as the Corporation's President, Secretary and Treasurer, with full authority to take such actions as may be necessary to have signature authority over the Corporation's accounts.

FURTHER RESOLVED that Joseph Rodney Moring shall serve as the Corporation's Vice President.

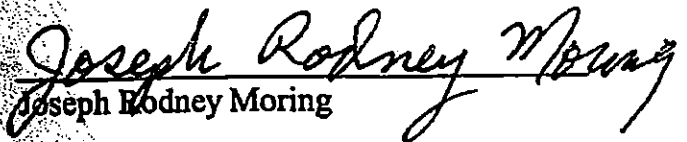
10/19/20



Laura Blum Ledyard, individually and as
Personal Representative of the Estate of
Angela Elise Blum, deceased



Meda B. Brooks, individually and as
Personal Representative of the Estate of
James David Brooks, deceased



Joseph Rodney Moring

STATE OF ALABAMA
COUNTY OF MOBILE

939501

KNOW ALL MEN BY THESE PRESENTS, That G. C. OUTLAW, III, a married man, hereinafter called the Grantor, in consideration of the sum of TWENTY-FOUR THOUSAND AND NO/100 (\$24,000.00) DOLLARS in cash, and the promise of ITHACA, INC., an Alabama corporation, the Grantee, to pay a balance of ONE HUNDRED SIXTY-TWO THOUSAND AND NO/100 (\$162,000.00) DOLLARS in the manner hereinafter written, subject to the reservations, easements, encumbrances and exceptions hereinafter described, and the vendor's lien herein reserved, does hereby GRANT, BARGAIN, SELL and CONVEY unto ITHACA, INC., the said Grantee, all that real property in the County of Mobile, State of Alabama, described as follows, to-wit:

Lots 1, 2, 3, 4, 5, 6, 13, 14, 15, 16, 17 and 18 in Block 48 Mobile Heights, formerly called Pinchurst, Delaney Addition to Springhill, as per plat recorded in Deed Book 138, Page 118 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

This property does not constitute any portion of the homestead of the Grantor or of the Grantor's spouse.

SUBJECT TO:

1. A reservation into and by Floyd T. McConnell, et al., by instrument dated May 22, 1981 and recorded in Real Property Book 2242, Page 528, of a vendor's lien, together with an undivided interest in and to one-half of all of the oil, gas and other minerals, lying on, upon or under the lands described herein but not including any such minerals which may be encountered within and under 250 feet of the surface of the lands described herein.
2. A reservation into and by Mobile Paint Manufacturing Company, by instrument dated May 22, 1981 and recorded in Real Property Book 2242, Page 523, of a vendor's lien, together with an undivided interest in and to one-half of all of the oil, gas and other minerals, lying on, upon or under the lands described herein but not including any such minerals which may be encountered within and under 250 feet of the surface of the lands described herein.
3. Sanitary sewer easement granted Board of Water and Sewer Commissioners of the City of Mobile by instrument dated May 22, 1979 and recorded in Real Property Book 2032, Page 311.

4. Easement granted Board of Water and Sewer Commissioners of the City of Mobile by instrument dated March 29, 1979 and recorded in Real Property Book 1984, Page 776.

5. Easement granted City of Mobile by instrument dated March 26, 1979 and recorded in Real Property Book 1997, Page 826.

6. Easement condemned by Board of Water and Sewer Commissioners of the City of Mobile by instrument recorded in Real Property Book 1393, Page 293-294.

NOTE: All recording references hereinabove are to Records in the Office of Probate Court of Mobile County, Alabama.

2762c 835

TOGETHER with all and singular the rights, members, tenements, hereditaments, privileges and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the said ITHACA, INC., its successors and assigns, forever.

And the said Grantor, for himself, his heirs at law, next of kin, personal representatives, successors and assigns, does hereby covenant with the said Grantee, its successors and assigns, that he is seized in fee simple of said property, that he is in the peaceable possession thereof, that said property is free and clear of all liens and encumbrances (excepting the lien for current ad valorem taxes which are assumed by Grantee), and that the Grantor, his heirs at law, next of kin, personal representatives, successors and assigns, will forever warrant the title to and the possession of said property unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

It is hereby agreed, as between Grantor and Grantee, that at all times hereafter provided Grantee is in no way in default hereunder, Grantor shall allow Grantee to construct, where it deems necessary, drainage ditches so as to alleviate any and all drainage problems which exist or may hereafter develop on the above-described parcel. In this regard, in and about construction thereof, Grantee shall and hereby does indemnify and hold Grantor harmless

against any and all liability arising therefrom, and does further likewise indemnify and hold Grantor harmless against such liability arising from any construction upon the subject premises conveyed hereby.

The unpaid balance of said purchase money is in the sum of, to-wit: ONE HUNDRED SIXTY-TWO THOUSAND AND NO/100 (\$162,000.00) DOLLARS; and to secure the payment of which a lien upon the property above described is hereby reserved and is represented by a promissory note of the Grantee of even date payable at the banking house of The Merchants National Bank of Mobile, Mobile, Alabama, as follows:

Four successive and consecutive annual installments of the sum of \$40,500.00 each shall be due and payable, together with interest at thirteen and one-half percent (13.5%) per annum on the unpaid principal balance, the first such installment, plus interest, as aforesaid, being due and payable May 12, 1986.

Prepayment may be made in whole or in part, but in any such event within one calendar year from the date hereof, a sum equal to the aforementioned rate of interest per annum over the said calendar year, as aforesaid, shall be due and payable.

By accepting this conveyance the Grantee, for itself, and its successors and assigns, hereby agrees for so long as any part of said purchase money, or the interest thereon, remains unpaid, as follows:

1. To pay said note and the interest thereon promptly upon maturity.
2. If there are any buildings now on said property, or if any buildings are hereafter erected thereon, to keep same in good repair and insured against fire and extended coverage in an amount not less than the balance due on the note secured by this vendor's lien deed, or the insurable value of the property, whichever is the lesser, by policies made payable to and deposited with the Grantor.
3. To pay promptly all taxes, assessments, liens or other charges which may hereafter become effective against said property, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith.

27628 836

27628 837

4. That if the Grantor shall, upon the happening of any default hereunder, resort to litigation for the recovery of the sums hereby secured, or employs an attorney to collect said sums, or in the event of the bankruptcy of the Grantee, and Grantor employs an attorney for any purpose in connection with the collection of the sum secured hereby, the Grantee will pay all reasonable costs, expenses and attorneys' fees, and any other sum or sums due the Grantor by virtue of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said litigation; and in the event of bankruptcy, if no judgment or decree is entered, the Grantee will nevertheless pay the fee of the Grantor in such proceedings.

5. That if the Grantee fails to perform any of the duties herein specified the Grantor may perform the same, and for any sums expended by the Grantor in this behalf the Grantor shall have an additional lien, secured by these presents, on said property.

6. That upon the happening of a default in the payment of that certain promissory note, or on any installment of interest thereon, or upon any default in the performance of any of the obligations herein imposed on the Grantee, the Grantor shall have the right, at his election, to declare all of the unpaid indebtedness immediately due and payable, and shall, in addition, have the right to sell said property at public outcry in front of the Court House of Mobile County, in the City of Mobile, Alabama, for cash, to the highest bidder, after giving thirty days' notice of the time and place of sale, and a description of the land to be sold, by an advertisement published once a week for three successive weeks in a newspaper published in the County of Mobile; to make proper conveyance to the purchaser; and the proceeds of said sale shall apply, first to the payment of the costs of said sale, including a reasonable attorneys' fee and a

reasonable auctioneer's fee; second, to the payment of the amount of said principal note, whether due or not, with the unpaid interest thereon to date of sale, and any amount that may be due the Grantor by virtue of any of the special liens herein declared; and third, the balance, if any, to be paid over to the said Grantee.

7. That at any sale under the powers herein the Grantor may bid for and purchase said property like a stranger hereto.

It is further agreed, by and between Grantor and Grantee, that Grantee shall be entitled to a Partial Release of the vendor's lien herein reserved by Grantor on the following basis, to-wit:

(i) At any time within one calendar year from the date hereof, any such release shall be granted upon payment by Grantee of \$620.00 per front foot, or \$2.35 per square foot, together with one year's interest at the rate of 13.5% per annum on the sum tendered therefor.

(ii) At any time after one calendar year from the date hereof, any such release shall be granted upon payment by Grantee of \$620.00 per front foot or \$2.35 per square foot, plus accrued interest at the rate of 13.5% per annum on the sum tendered therefor.

(iii) In no event, shall any such release be granted on the basis of the down payment paid herewith.

(iv) In any event, all such releases shall be granted in a uniform manner, but not necessarily contiguous, all as reasonably mutually satisfactory.

IN WITNESS WHEREOF, the Grantor has set his hand and seal hereunto and Grantee has caused these presents to be executed by its officers thereunto duly authorized on this the 16TH day of May, 1985.

GRANTOR:

C. C. OUTLAW, III

27626 838



(CORPORATE SEAL)

ATTEST:

By: James D. Dyer
Its: SECRETARY

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that G. C. Outlaw, III whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 14th day of May, 1985.

[Signature]
NOTARY PUBLIC
My Commission Expires 10-26-85

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ANGELA BLUM, as President of Ithaca, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same as such officer, with full authority, voluntarily on the day the same bears date.

Given under my hand and official seal on this the 15th day of May, 1985.

[Signature]
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

THOMAS P. OLLINGER, JR.
WILKINS, DRUHAN & OLLINGER
Post Office Box 154
Mobile, Alabama 36601

GRANTEE:
ITHACA, INC.

By: Angela Blum
Its: President

RECORD FILE
STATE OF ALABAMA
COUNTY OF MOBILE
THIS INSTRUMENT
WAS FILED ON
MAY 15 4 11 PM '85
J. C. C.

27626 839

GRANTEE'S ADDRESS:

Attention: Ms. Angela E. Blum
c/o Roberts Brothers
3664 Dauphin Street
Mobile, Alabama 36608

STATE OF ALABAMA
COUNTY OF MOBILE

339500

KNOW ALL MEN BY THESE PRESENTS, That G. C. OUTLAW, III, a married man, hereinafter called the Grantor, in consideration of the sum of SIXTEEN THOUSAND AND NO/100 (\$16,000.00) DOLLARS in cash, and the promise of ANGELA E. BLUM, the Grantee, to pay a balance of SEVENTY-EIGHT THOUSAND AND NO/100 (\$78,000.00) DOLLARS in the manner hereinafter written, subject to the reservations, easements, encumbrances and exceptions hereinafter described, and the vendor's lien herein reserved, does hereby GRANT, BARGAIN, SELL and CONVEY unto ANGELA E. BLUM, the said Grantee, all that real property in the County of Mobile, State of Alabama, described as follows, to-wit:

27628 828

Lots 7, 8, 9, 10, 11 and 12 in Block 48 Mobile Heights, formerly called Pinehurst, Delaney Addition to Springhill, as per plat recorded in Deed Book 138, Page 118 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

This property does not constitute any portion of the homestead of the Grantor or of the Grantor's spouse.

SUBJECT TO:

1. A reservation into and by Floyd T. McConnell, et al., by instrument dated May 22, 1981 and recorded in Real Property Book 2242, Page 528, of a vendor's lien, together with an undivided interest in and to one-half of all of the oil, gas and other minerals, lying on, upon or under the lands described herein but not including any such minerals which may be encountered within and under 250 feet of the surface of the lands described herein.
2. A reservation into and by Mobile Paint Manufacturing Company, by instrument dated May 22, 1981 and recorded in Real Property Book 2242, Page 523, of a vendor's lien, together with an undivided interest in and to one-half of all of the oil, gas and other minerals, lying on, upon or under the lands described herein but not including any such minerals which may be encountered within and under 250 feet of the surface of the lands described herein.
3. Sanitary sewer easement granted Board of Water and Sewer Commissioners of the City of Mobile by instrument dated May 22, 1979 and recorded in Real Property Book 2032, Page 311.

4. Easement granted Board of Water and Sewer Commissioners of the City of Mobile by instrument dated March 29, 1979 and recorded in Real Property Book 1984, Page 776.

NOTE: All recording references hereinabove are to Records in the Office of Probate Court of Mobile County, Alabama.

27626 829

TOGETHER with all and singular the rights, members, tenements, hereditaments, privileges and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the said ANGELA E. BLUM, her heirs and assigns, forever.

And the said Grantor, for himself, his heirs at law, next of kin, personal representatives, successors and assigns, does hereby covenant with the said Grantee, her heirs, successors and assigns, that he is seized in fee simple of said property, that he is in the peaceable possession thereof, that said property is free and clear of all liens and encumbrances (excepting the lien for current ad valorem taxes which are assumed by Grantee), and that the Grantor, his heirs at law, next of kin, personal representatives, successors and assigns, will forever warrant the title to and the possession of said property unto the Grantee, her heirs, successors and assigns, against the lawful claims of all persons whomsoever.

The unpaid balance of said purchase money is in the sum of, to-wit: SEVENTY EIGHT THOUSAND AND NO/100 (\$78,000.00) DOLLARS; and to secure the payment of which a lien upon the property above described is hereby reserved and is represented by a promissory note of the Grantee of even date payable at the banking house of The Merchants National Bank of Mobile, Mobile, Alabama, as follows:

One installment in the sum of \$78,000.00 shall be due and payable, together with interest at thirteen and one-half percent (13.5%) per annum on the unpaid principal balance on the 16th day of November, 1985.

Prepayment may be made in whole or in part, but in any such event, a sum equal to the aforementioned rate of interest per annum over the entire six month period, as aforesaid, shall be due and payable.

By accepting this conveyance the Grantee, for herself, and her heirs, successors and assigns, hereby agrees for so long as any part of said purchase money, or the interest thereon, remains unpaid, as follows:

1. To pay said note and the interest thereon promptly upon maturity.
2. If there are any buildings now on said property, or if any buildings are hereafter erected thereon, to keep same in good repair and insured against fire and extended coverage in an amount not less than the balance due on the note secured by this vendor's lien deed, or the insurable value of the property, whichever is the lesser, by policies made payable to and deposited with the Grantor.
3. To pay promptly all taxes, assessments, liens or other charges which may hereafter become effective against said property, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith.
4. That if the Grantor shall, upon the happening of any default hereunder, resort to litigation for the recovery of the sums hereby secured, or employs an attorney to collect said sums, or in the event of the bankruptcy of the Grantee, and Grantor employs an attorney for any purpose in connection with the collection of the sum secured hereby, the Grantee will pay all reasonable costs, expenses and attorneys' fees, and any other sum or sums due the Grantor by virtue of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said

050 27017 -

litigation; and in the event of bankruptcy, if no judgment or decree is entered, the Grantee will nevertheless pay the fee of the Grantor in such proceedings.

5. That if the Grantee fails to perform any of the duties herein specified the Grantor may perform the same, and for any sums expended by the Grantor in this behalf the Grantor shall have an additional lien, secured by these presents, on said property.

6. That upon the happening of a default in the payment of that certain promissory note, or on any installment of interest thereon, or upon any default in the performance of any of the obligations herein imposed on the Grantee, the Grantor shall have the right, at his election, to declare all of the unpaid indebtedness immediately due and payable, and shall, in addition, have the right to sell said property at public outcry in front of the Court House of Mobile County, in the City of Mobile, Alabama, for cash, to the highest bidder, after giving thirty days' notice of the time and place of sale, and a description of the land to be sold, by an advertisement published once a week for three successive weeks in a newspaper published in the County of Mobile; to make proper conveyance to the purchaser; and the proceeds of said sale shall apply, first to the payment of the costs of said sale, including a reasonable attorneys' fee and a reasonable auctioneer's fee; second, to the payment of the amount of said principal note, whether due or not, with the unpaid interest thereon to date of sale, and any amount that may be due the Grantor by virtue of any of the special liens herein declared; and third, the balance, if any, to be paid over to the said Grantee.

7. That at any sale under the powers herein the Grantor may bid for and purchase said property like a stranger hereto.

27628 831

It is hereby agreed, as between Grantor and Grantee, that at all times hereafter provided Grantee is in no way in default hereunder, Grantor shall allow Grantee to construct, where it deems necessary, drainage ditches so as to alleviate any and all drainage problems which exist or may hereafter develop on the above-described parcel. In this regard, in and about construction thereof, Grantee shall and hereby does indemnify and hold Grantor harmless against any and all liability arising therefrom, and does further likewise indemnify and hold Grantor harmless against such liability arising from any construction upon the subject premises conveyed hereby.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their respective hands and seals on this the 16th day of May, 1985.

GRANTOR:

G. C. OUTLAW, III

GRANTEE:

ANGELA E. BLUM

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that G. C. Outlaw, III whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 16th day of May, 1985.

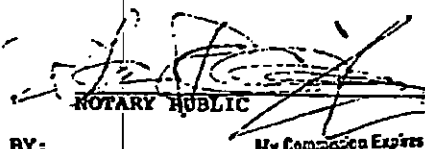
NOTARY PUBLIC

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ANGELA E. BLUM, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 16th day of May, 1985.


 NOTARY PUBLIC

My Commission Expires 10-22-86

THIS INSTRUMENT PREPARED BY:

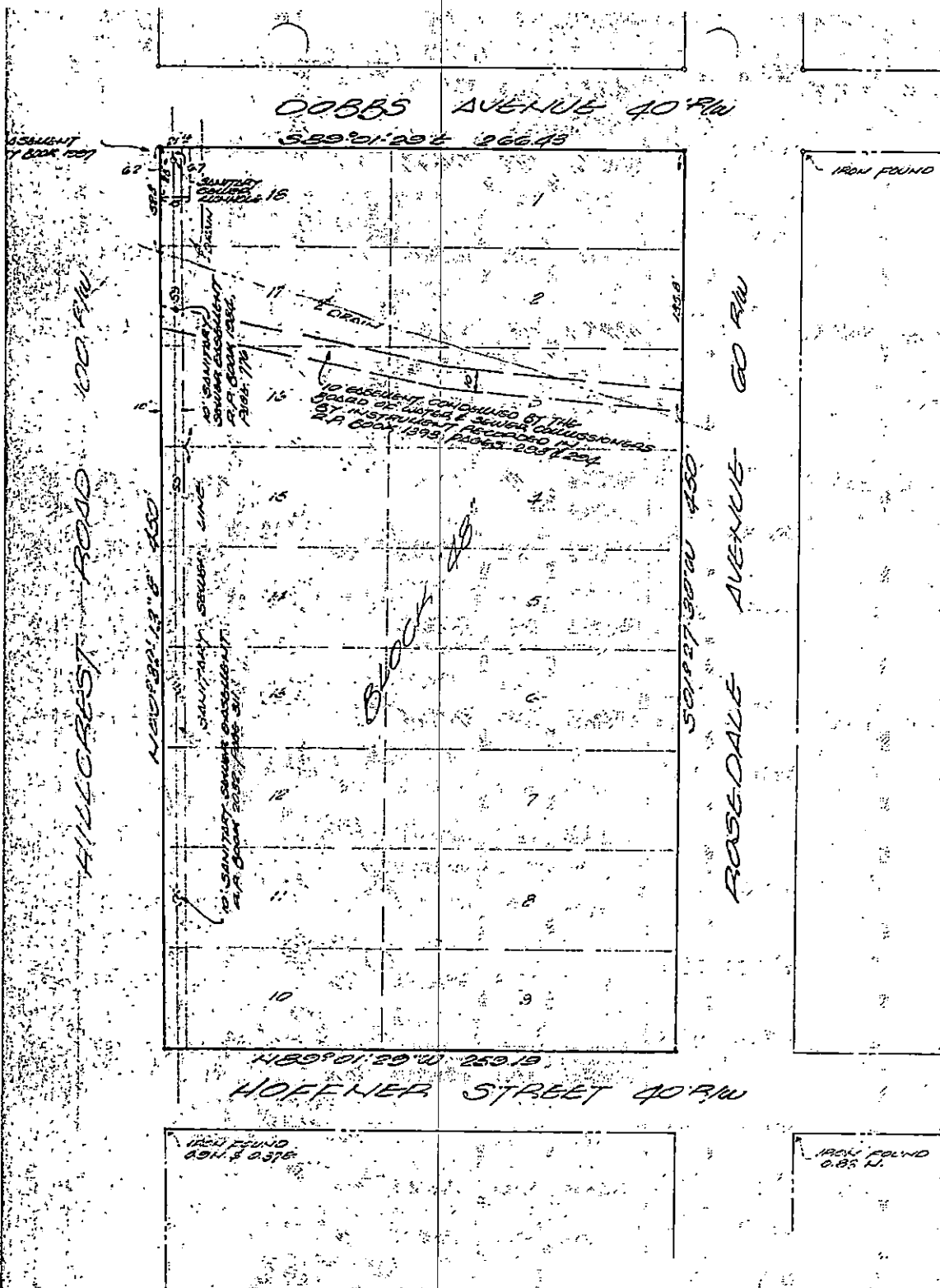
THOMAS P. OLLINGER, JR.
 WILKINS, DRUHAN & OLLINGER
 Post Office Box 154
 Mobile, Alabama 36601
 (205) 432-0738

GRANTEE'S ADDRESS:

c/o ROBERTS BROTHERS
 3664 Dauphin Street
 Mobile, Alabama 36608

RECORDED IN
 BOOK 15
 PAGE 41
 MAY 16 4 21 PM '85
 MOBILE COUNTY ALA.
 DEPT. OF REVENUE

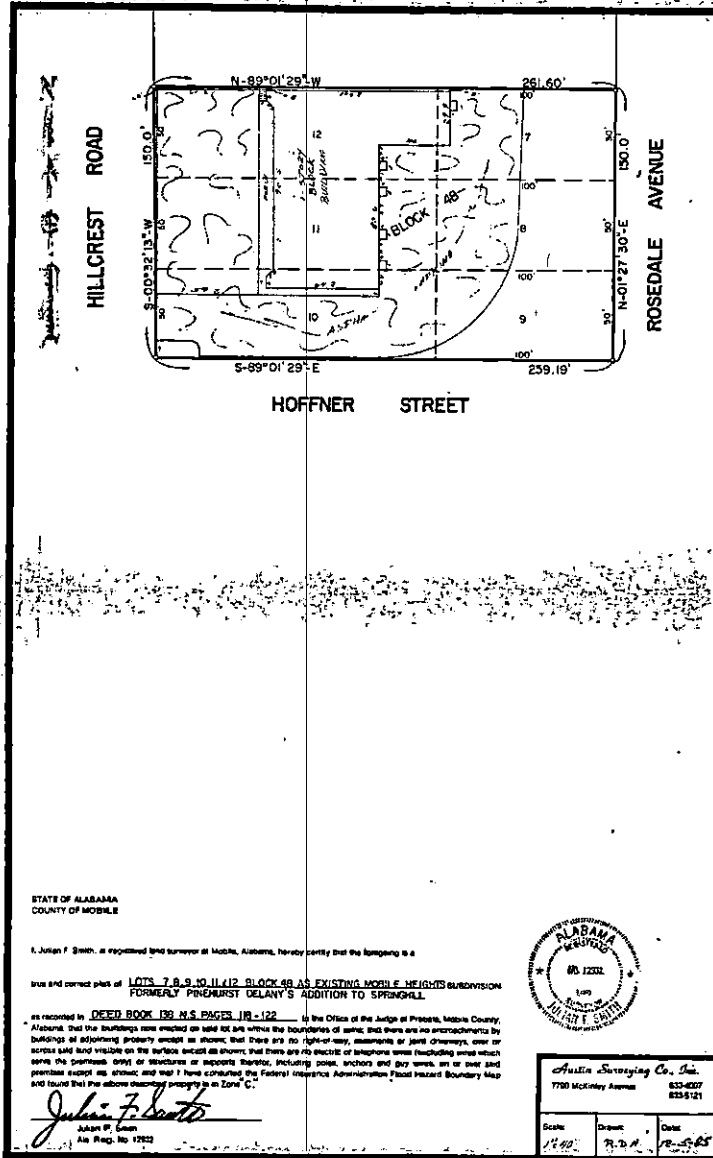
MAY 16 4 21 PM '85
 MOBILE COUNTY ALA.
 DEPT. OF REVENUE

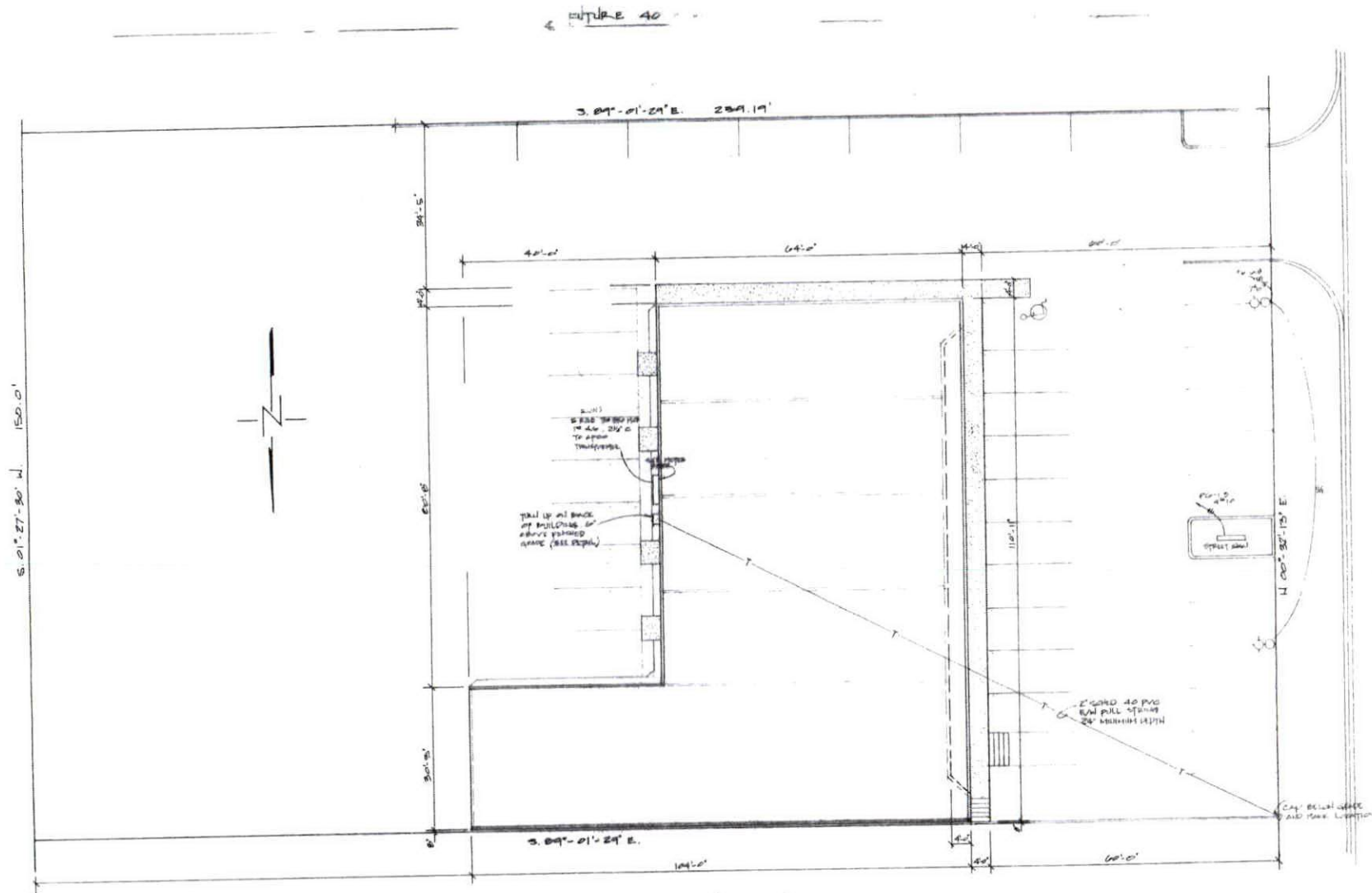


ALL THAT PORTION OF BLOCK 48, PINEHURST, DELANEY ADDITION TO SPRING HILL AS RECORDED IN DEED BOOK 138 N.S., PAGES 118-122 OF THE PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LYING EAST OF THE EAST RIGHT OF WAY LINE OF HILLCREST ROAD, CONTAINING 2.715 ACRES.

I, DONALD F. COLEMAN, A REGISTERED LAND SURVEYOR HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT RECORD OF A SURVEY MADE BY ME ON THIS, THE 8TH DAY OF OCTOBER, 1930.

Donald F. Coleman
DONALD F. COLEMAN - REG. NO. 5421





HILLCREST RD
ACROSS MEDICAL

PLOT PLAN
SCALE: 1" = 100'

		PROPOSED COMPLEX FOR: LOT NOS. 7-12, BLOCK 48 PINEHURST, DELANEY ADDITION TO SPRINGHILL	
DATE	1st PHASE OF:	SHEET	
NO. #	"SQUARE ONE"	1A	
HILLCREST ROAD		MOBILE, ALABAMA	

OSDALE AVENUE (60' R/W)

SCALE 1"=20'

STATE OF ALABAMA:
COUNTY OF MOBILE:

I, MIKELL D. SPEAKS, A REGISTERED SURVEYOR OF MOBILE, ALABAMA, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT MAP OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

LOTS 4, 5, 6, 13, 14 AND 15 OF BLOCK 48, PINEHURST DELANY'S ADDITION TO SPRING HILL, AS RECORDED IN DEED BOOK 138, PAGES 118-132 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, AND, THE NORTH 0.8 FOOT OF LOT 7 AND LOT 12 OF BLOCK 48, PINEHURST DELANY'S ADDITION TO SPRING HILL, AS RECORDED IN DEED BOOK 138, PAGES 118-132 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

I ALSO CERTIFY THAT THE BUILDINGS NOW ERECTED ON SAID LOT ARE WITHIN THE BOUNDARIES OF SAME; THAT THERE ARE NO ENCROACHMENTS BY ADJOINING PROPERTY, EXCEPT AS SHOWN; THAT THERE ARE NO JOINT DRIVES, RIGHT-OF-WAYS, OR EASEMENTS OVER OR ACROSS SAID PROPERTY VISIBLE ON THE SURFACE, EXCEPT AS SHOWN; THAT THERE ARE NO ELECTRIC OR TELEPHONE WIRES (EXCLUDING WIRES WHICH SERVE THE PREMISES ONLY) OR STRUCTURES OR SUPPORTS THEREOF INCLUDING POLES, ANCHORS, AND GUY WIRES ON OR ACROSS SAID PREMISES, EXCEPT AS SHOWN.

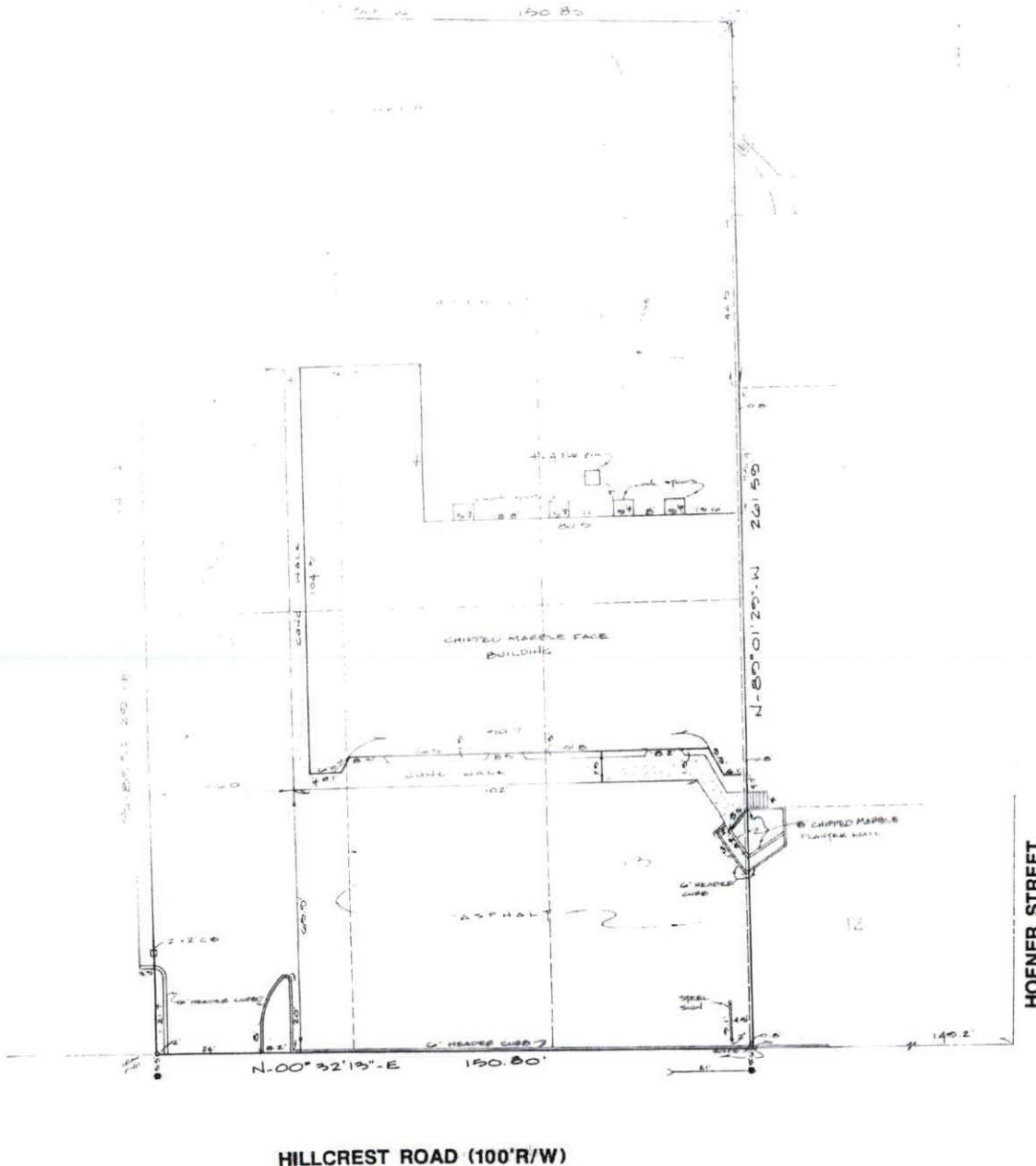
I FURTHER CERTIFY THAT I HAVE CONSULTED THE FLOOD INSURANCE RATE MAP OF COMMUNITY NO. 015007, PANEL NO. 0005E, AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS IN FLOOD ZONE "C".

ACCORDING TO MY SURVEY, THIS THE 16TH DAY OF SEPTEMBER, 1987.

Mikell D. Speaks
ALABAMA REGISTRATION NO. 9127

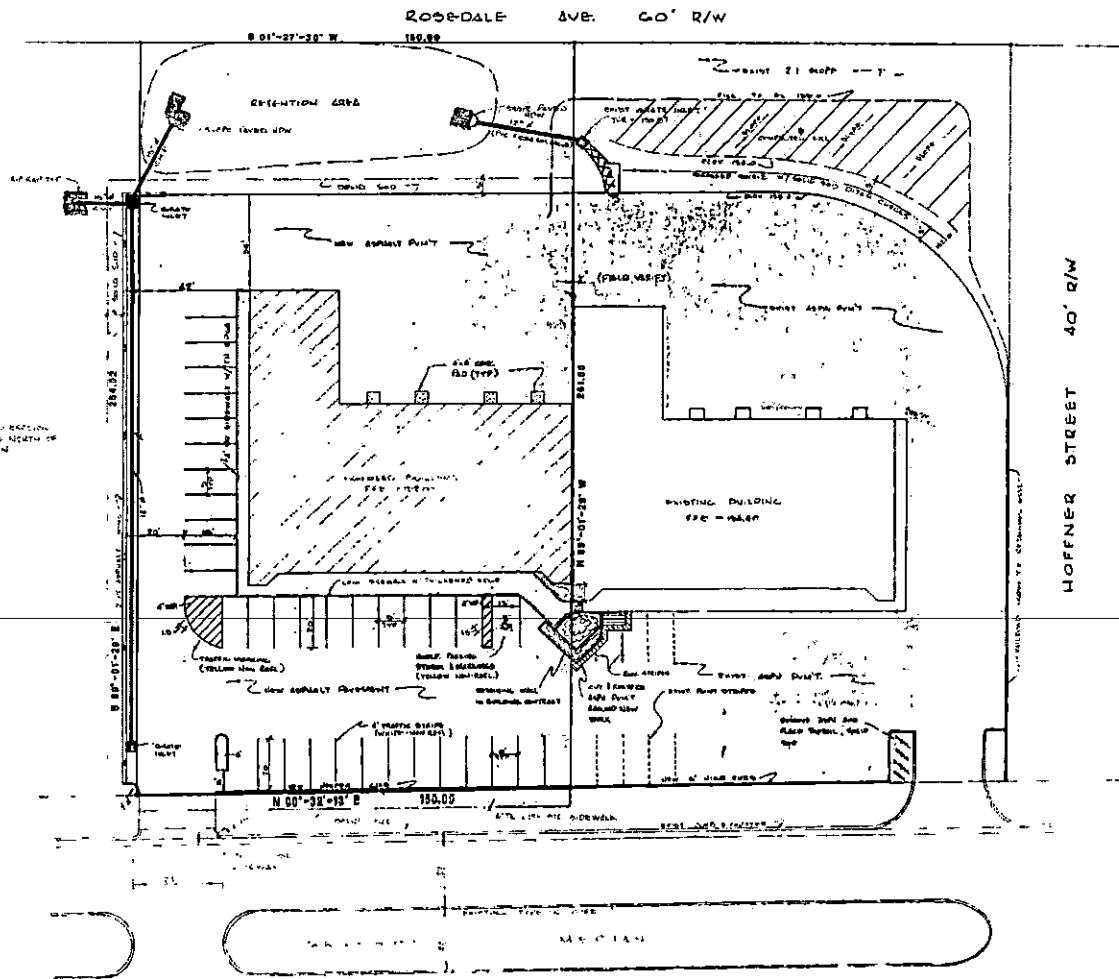
REVISED: 9/15/87 TO SHOW
0.8' SOUTH OF LOTS
6 AND 13

MS
Mikell D. Speaks & Associates
Consulting Engineers, Incorporated
733 Oak Grove Drive West
Mobile, Alabama 36605
Telephone: (205) 685-6516



HILLCREST ROAD (100' R/W)

OWNER TO VERIFY EXISTING UTILITIES SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR REMOVAL OF UTILITIES TO BE REMOVED OR RELOCATED. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES NOT TO BE REMOVED OR RELOCATED. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES NOT TO BE REMOVED OR RELOCATED.



NOTE:
1. ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. REMOVAL OF EXISTING UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES NOT TO BE REMOVED OR RELOCATED.

NOTES:

1. ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. REMOVAL OF EXISTING UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES NOT TO BE REMOVED OR RELOCATED.
3. LOCATIONS OF UNDERGROUND UTILITIES WITHIN THE PROJECT AREA SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES NOT TO BE REMOVED OR RELOCATED.
4. REMOVAL OF EXISTING UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES NOT TO BE REMOVED OR RELOCATED.
5. AREAS WITHIN THE PROJECT AREA SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES NOT TO BE REMOVED OR RELOCATED.
6. ALL EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
7. AFTER COMPLETION OF ALL CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES NOT TO BE REMOVED OR RELOCATED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES NOT TO BE REMOVED OR RELOCATED.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES NOT TO BE REMOVED OR RELOCATED.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES NOT TO BE REMOVED OR RELOCATED.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES NOT TO BE REMOVED OR RELOCATED.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES NOT TO BE REMOVED OR RELOCATED.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES NOT TO BE REMOVED OR RELOCATED.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES NOT TO BE REMOVED OR RELOCATED.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES NOT TO BE REMOVED OR RELOCATED.

LEGAL DESCRIPTION:

LOTS 4, 5, 6, 13, 14 AND 15 OF BLOCK 48 PINEHURST SUBDIVISION
AS RECORDED IN DEED BOOK 128, PAGE 116-132

MIKELL D. SPEAKS & ASSOCIATES • CONSULTING ENGINEERS, INCORPORATED
372 OAK CIRCLE DRIVE WEST • MOBILE, ALABAMA 36688
DATE: AUGUST 1988

SQUARE FEET
FLOOD AFFECTION PLAN

00584200

Show search results for 00584...

Layers

Layers

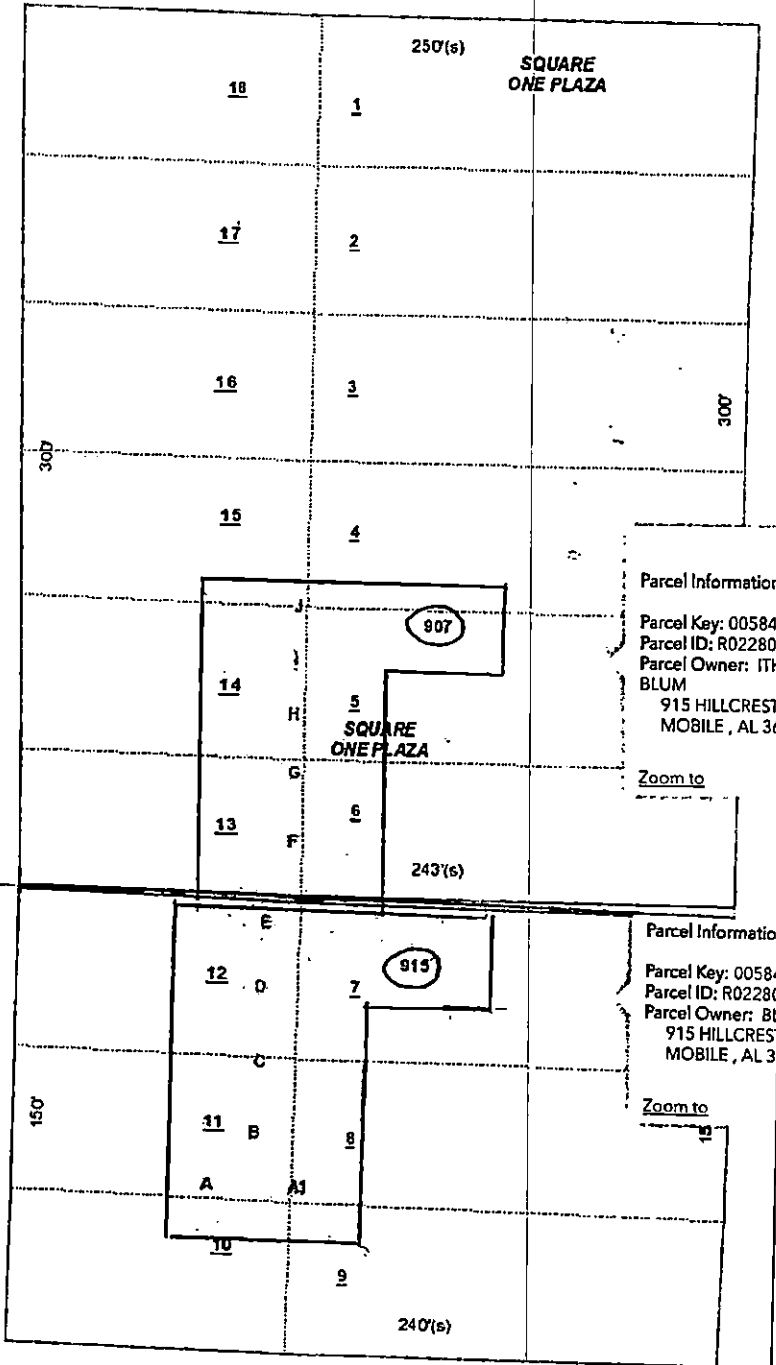
Mobile Corporate Limits

Parcel

Zoning District

Future Land Use Map

Address



Parcel Information

Parcel Key: 005841
Parcel ID: R022808
Parcel Owner: ITH,
BLUM
915 HILLCREST
MOBILE, AL 366

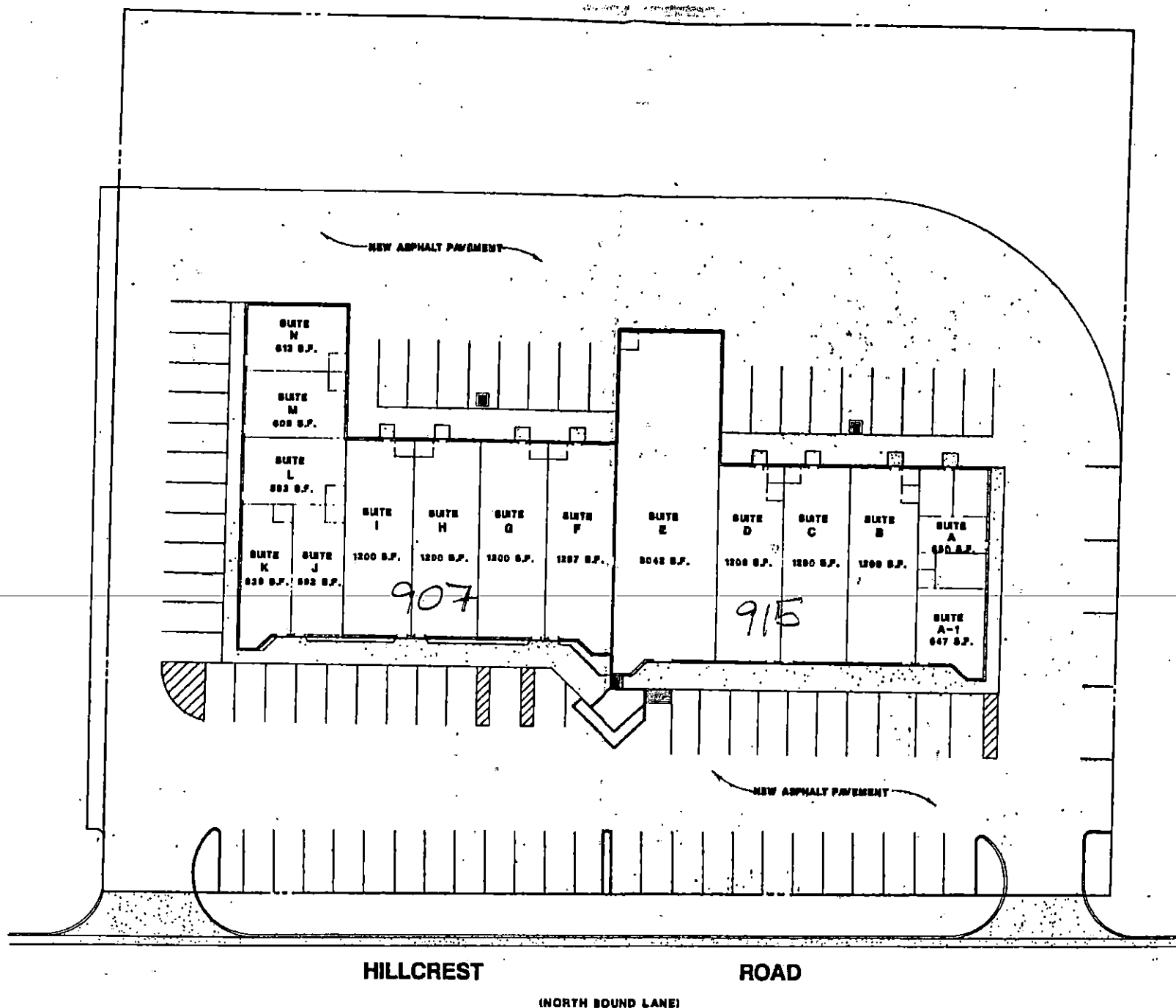
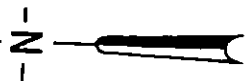
Zoom to

Parcel Information

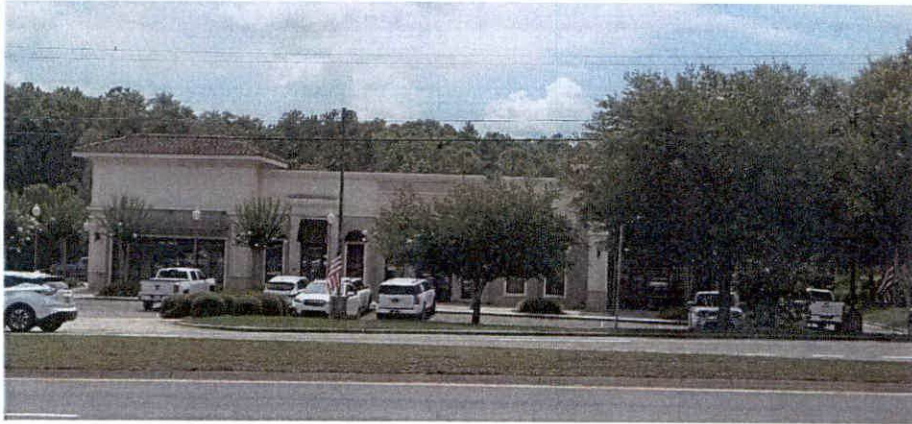
Parcel Key: 00584
Parcel ID: R02280
Parcel Owner: BL
915 HILLCREST
MOBILE, AL 3

Zoom to

Hillcrest Rd. / Sq. 1



Current retail strip centers located on Hillcrest Rd between Airport and Grelot which all have B-3 Zoning



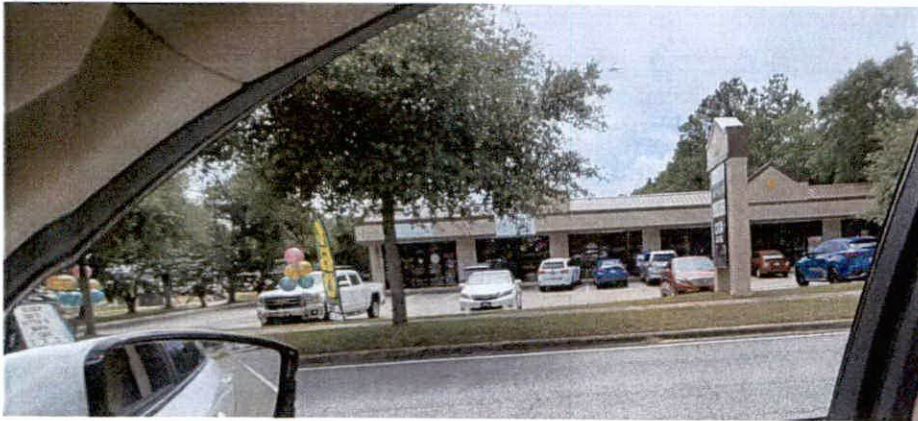
900 Hillcrest Rd B-3 Office Retail center



878 Hillcrest Rd B-3 multi Office center located catty corner to subject



1016 Hillcrest Rd B-3 multi Office building



1218 Hillcrest Rd B-3 small retail strip center



1222 Hillcrest Rd B-3 small retail strip center



1234 Hillcrest Rd B-3 small retail strip center





Corner of Hillcrest and Airport, small retail strip center zoned B-3



851-877 Hillcrest Rd, small retail strip center zoned B-3
it has approximately 11 suites, all rented but 1. Square 1 has 6 suites in the 915 side and 9 suites in 907.



Here are 2 located just south of Grelot with B-3 Zoning



1412 Hillcrest Rd B-3



1422 Hillcrest Rd B-3

	PIC LLC 17.5% INT, JAY-E LLC 12.5% INT, VINCENT F 13331 REECK ROAD 2ND FLOOR SOUTHGATE, MI 48195	PIC LLC 8.75% INT, GATE C LLC 13.75% INT, LLC 13.75% INT, JOHN WHITE- 13331 REECK ROAD 2ND FLOOR SOUTHGATE, MI 48195
RISE CHURCH 3458 ROYALTY COURT MOBILE, AL 36695	ANGELA E. BLUM 915 HILLCREST RD STE A MOBILE, AL 36695	B C DANIELS INC 5617 COTTAGE HILL RD MOBILE, AL 36609
MICHAEL R DARDEAU 810 LINLEN AVE MOBILE, AL 36609	BEVERLY JOANNE MENDELSON P O BOX 16473 MOBILE, AL 36616	STELLA LYNN LUNA 112 AMAKOLA CT BREVARD, NC 28712
ALLEN C BRUSH P O BOX 9936 MOBILE, AL 36691	REHM HILLCREST PROPERTIES LLC, AN ALABAMA LLC 951 HILLCREST RD MOBILE, AL 36609	DAY CARE CENTER INVESTORS DBA LAPETITE ACADEMY C/O TAX DEPT 21333 HAGGERTY RD STE 300 NOVI, MI 48375
REHM HILLCREST PROPERTIES LLC, AN ALABAMA LLC 951 HILLCREST RD MOBILE, AL 36695	HILLCREST PROPERTIES LLC 1009 AUGUSTA ST MOBILE, AL 36604	900 HILLCREST RD LLC 900 HILLCREST RD STE A5 MOBILE, AL 36695
HILLCREST TIMBERS LLC 940 HILLCREST RD MOBILE, AL 36695	MOBILE SKATE CENTER LLC P O BOX 965 DAPHNE, AL 36526	WHITESPUNNER B 43.75% INT & S PHILLIPS CRABTREE 6.25% INT C/O CUMMINGS & ASSOCIATES INC 13331 REECK ROAD SOUTHGATE, MI 48195
MARIA CHRISTINA GONZALEZ 916 DICKENSON AVE MOBILE, AL 36609	JAMES V MCNAMARA JR 920 DICKENSON AVE MOBILE, AL 36609	HAYDEN Z GAINES 914 DICKENSON AVE MOBILE, AL 36608
ITHACA INC ATTN:ANGELA E BLUM 915 HILLCREST RD SUITE A MOBILE, AL 36609	TERRELL WADE SHIVER 964 DICKENSON AVE MOBILE, AL 36609	DEMETRIOS A & JOHN VELLIANITIS 21829 OMEARA TERRACE #402 ASHBURN, VA 20147
LCK LLC 9807 POTOMAC RIDGE DR MOBILE, AL 36695	WES LLC 66 JORDAN LN MOBILE, AL 36608	LIFESOUTH COMMUNITY BLOOD CENTERS INC 4039 NEWBERRY RD GAINESVILLE, FL 32607
HILLCREST TIMBERS LLC 940 HILLCREST RD MOBILE, AL 36695		

**SUBDIVISION &
ZONING AMENDMENT STAFF REPORT****Date: July 21, 2022**

<u>APPLICANT NAME</u>	Square 1 Plaza
<u>SUBDIVISION NAME</u>	Square 1 Plaza Subdivision
<u>LOCATION</u>	915 and 907 Hillcrest Road (East side of Hillcrest Road, at the West terminus of Timbers Drive).
<u>CITY COUNCIL DISTRICT</u>	Council District 6
<u>PRESENT ZONING</u>	B-2, Neighborhood Business District
<u>PROPOSED ZONING</u>	B-3, Community Business District
<u>AREA OF PROPERTY</u>	3 Lots / 2.5± Acres
<u>CONTEMPLATED USE</u>	Subdivision Approval to create three legal lots of record from eighteen (18) legal lots of record; and Rezoning from B-2, Neighborhood Business District to B-3, Community Business District. It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

**ENGINEERING
COMMENTS**

Subdivision: According to the subdivision application form the applicant is proposing a 3-lot subdivision; however, the documents that were uploaded do not show a proposed 3 subdivision. Please submit a subdivision plat for review.

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 (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.

TRAFFIC ENGINEERING

COMMENTS

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

URBAN FORESTRY

COMMENTS

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

FIRE DEPARTMENT

COMMENTS

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings. The applicant should review Chapter 23 of the International Fire Code (IFC) 2012, section 2304.

**TIME SCHEDULE
FOR DEVELOPMENT**

None provided

REMARKS

The applicant is requesting Subdivision Approval to create three legal lots of record from eighteen (18) legal lots of record; and Rezoning from B-2, Neighborhood Business District to B-3, Community Business District.

The site has been given a Mixed Commercial Corridor (MCC) land use designation, per the adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

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

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

The applicant proposes to create three legal lots of record from eighteen (18) legal lots of record. The applicant submitted a copy of the previously recorded Subdivision plat, with the proposed lot lines depicted. It appears that the proposed lots will each exceed the minimum size requirements of the Subdivision Regulations, as approved.

There are two sanitary sewer easements depicted on the plat, which should be depicted on the Final Plat, if approved, as well as a note stating that no structures are allowed in any easement without the approval of the easement holder.

The site has frontage along Hillcrest Road, and three unopened, undeveloped rights-of-way. Hillcrest Road is shown as having a compliant right-of-way width making no dedications necessary. The existing rights-of-way for the adjacent unopened, undeveloped rights-of-way varies from 40-feet to 60-feet, as recorded on the recorded plat from 1980, and as the roads are currently undeveloped, no additional dedication should be required at this time.

The 25' minimum required setback is not depicted along any of the street frontages, and if approved, should be shown along all street frontages.

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

The site is bounded to the North (across an unopened right-of-way) by B-3, Community Business District; to the South (across an unopened right-of-way) by B-2, Neighborhood Business District; to the West (across Hillcrest Road) by B-3; and to the East (across an unopened right-of-way) by R-3, Multi-Family Residential District.

The applicant states the following to address the rationale for the zoning request:

My name is Laura Ledyard, I am the Broker for Angela Blum Real Estate and property manager of Square 1 shopping center located at 907 and 915 Hillcrest Road. I am submitting a zoning change application.

The following addresses items 4, 5 and 6 of the planning commission application attached hereto.

Item 4 APPLICATION DESCRIPTION

Square 1 is a small retail strip center approximately 15,800 sf fronting Hillcrest Rd. It was built in 2 phases in 1985 and 1987. There has been no additions or modifications to the original structure or site plan including the parking lot and drainage plan. I am currently negotiating with a jewelry store owner "Royal Stone Fine Jewelry and Piercing" who has expressed interest in leasing a suite at my location. The primary business shall be Jewelry sales with an accessory business of piercing. Due to the limitation of 25% placed on the accessory business we feel that B3 zoning covers both the landlord and the business owner for business growth and prosperity.

Item 5 PLAN CONSISTENCY STATEMENT

As you can see from the attached map, many of the surrounding properties are currently zoned B -3. Some of which include Regions Bank, Berkshire / Prudential office center, Goldstein's Jewelry (originally built as a bank), and Sunshine Skate Center, most of these were developed after 1985, which is the year the subject was built. Hillcrest Road has been designated as a transportation corridor west of I-65 serving primarily the low-density (suburban) residential neighborhoods. Under the new Comprehensive Plan, all of the commercial properties spread along Hillcrest Road zoned B-2 and B-3 located between Airport Blvd. and Grelot Road would be classified as Mixed Commercial Corridor. MCC includes a wide variety of retail, services and entertainment uses. A change in zoning to a B-3 classification on this property would be consistent with the Future Land Use Plan and Major Street Plan, as well as the surrounding areas.

Item 6 ZONING STATEMENT

This zoning amendment is necessary for a proposed jewelry store to perform piercing. Under the current zoning regulations, B-3 zoning is necessary for piercing if it exceeds the 25% threshold for an accessory business. As an example, if the majority of customers purchasing earrings also have them installed this accessory service is likely to exceed the 25% threshold.

Because many of the surrounding properties are already zoned B-3 there should be no effect on the surrounding land uses.

Due to the following 2 conditions the requested zoning amendment should be allowed.

2) Changes in conditions in this area make the ordinance change necessary and desirable. Since the construction of said property in 1985 there has been a substantial residential growth in single family neighborhoods as well as higher density apartment complexes throughout the Hillcrest / Grelot area. Having variety in retail and services is vital in supporting the surrounding residential areas. B-2 has limits in its classifications so in order to expand the variety of retail and services to the area B-3 zoning is necessary. This new classification will allow the landlord to market and lease to a wider variety of businesses.

3) The residential growth in the Hillcrest area has created an increased need for business in addition to sites that are available. It is necessary to rezone these few remaining B2 properties to keep up with the need for business.

Section 64-9.A.2.a. of the Zoning Ordinance states that new B-3 districts should contain a minimum of four (4) acres, unless abutting an existing commercially or industrially zoned property. As the proposed lot to be rezoned is 2.5± acres, and abuts existing B-3 zoning to the North and West, this site meets the recommendations for the creation of a new B-3 district.

The site plan submitted depicts the existing structure and parking lot. No new development is proposed at this time. The site currently exists with shared parking and access across multiple lots, and the functionality of the property will not change; however, Planned Unit Development (PUD) approval will be required if physical changes are proposed to the site.

RECOMMENDATION

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

- 1) provision of a Final Plat as required by Section IV.C.2. of the Subdivision Regulations;
- 2) provision of the lot size in square feet and acres, or the provision of a chart depicting the same information;
- 3) depiction of the 25' minimum building setback along all rights-of-way;
- 4) placement of a note on the Final Plat stating that no structures are allowed in any easements, without the approval of the easement holder;
- 5) compliance with Engineering comments: *(According to the subdivision application form the applicant is proposing a 3-lot subdivision; however, the documents that were uploaded do not show a proposed 3 subdivision. Please submit a subdivision plat for review.)*
- 6) placement of a note on the Final Plat stating the following Traffic Engineering comments: *(Site is limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
- 7) compliance with Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);*
- 8) compliance with Fire comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance. (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.); and*
- 9) full compliance with all municipal codes and ordinances.

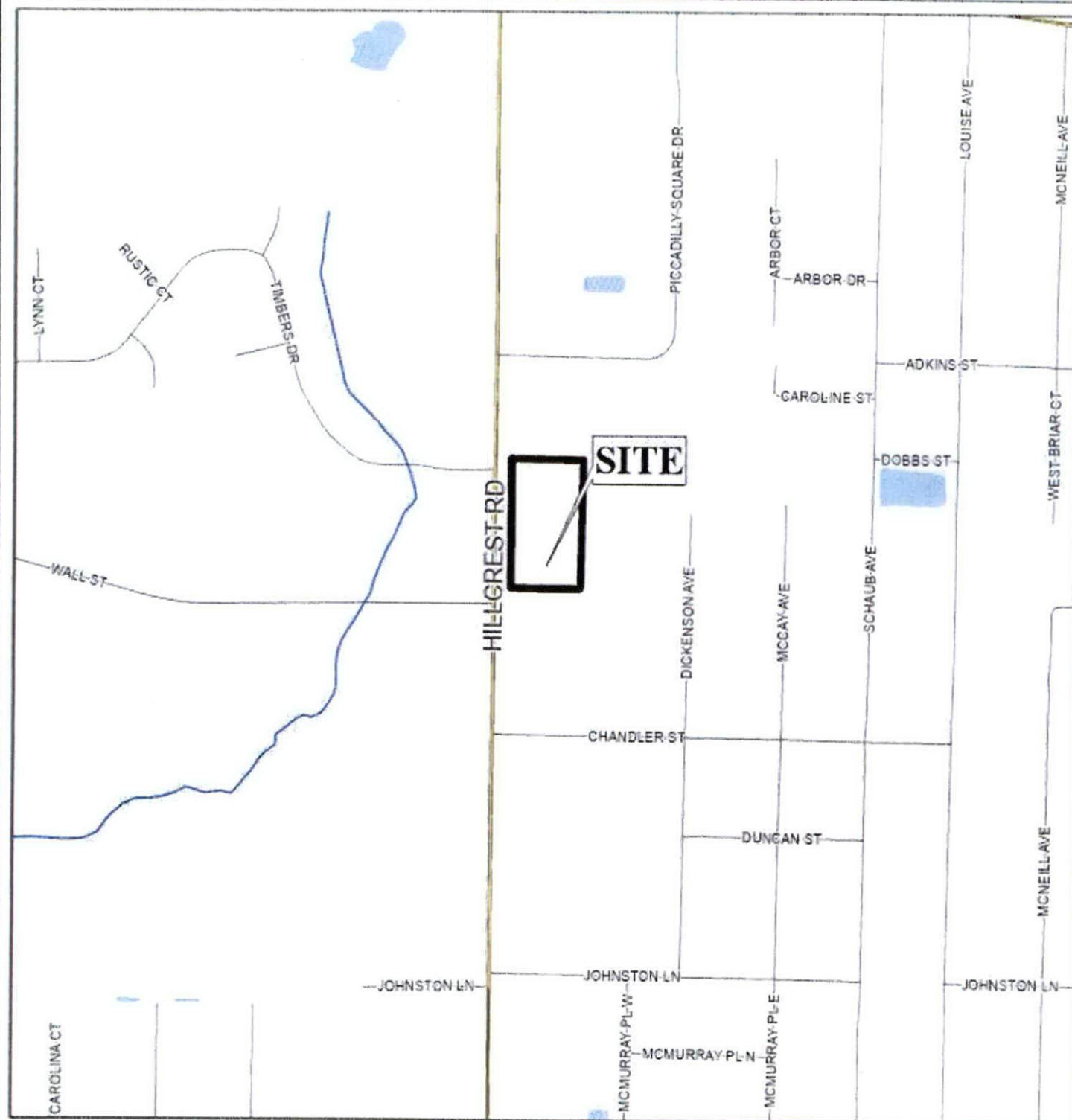
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

- 1) changing conditions in a particular area make a change in the Ordinance necessary and desirable; and
- 2) there is a need to increase the number of sites available to business or industry.

The rezoning should be subject to the following conditions:

- 1) completion of the Subdivision process; and
- 2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



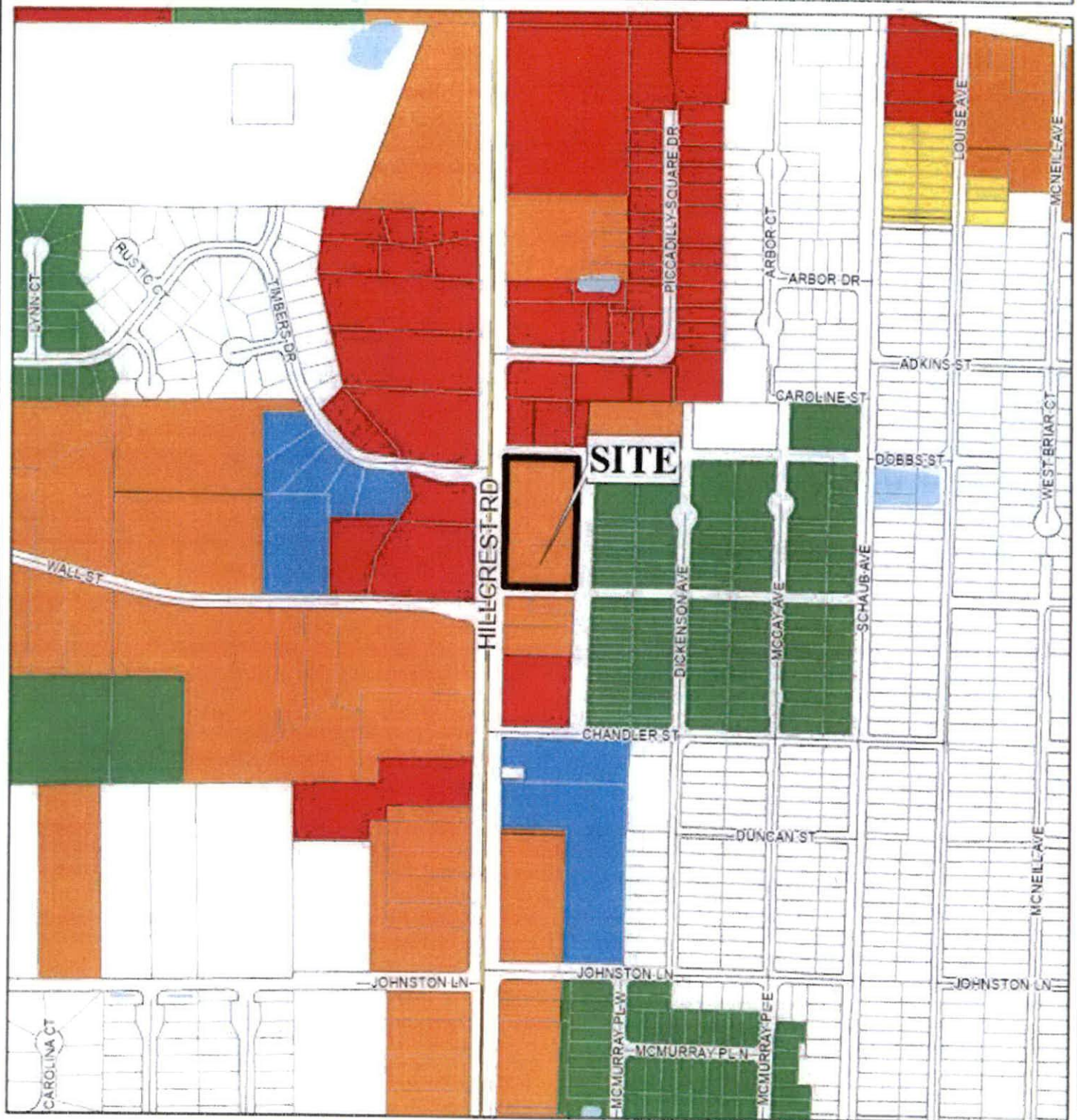
APPLICATION NUMBER 7 DATE July 21, 2022

APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning



LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE July 21, 2022

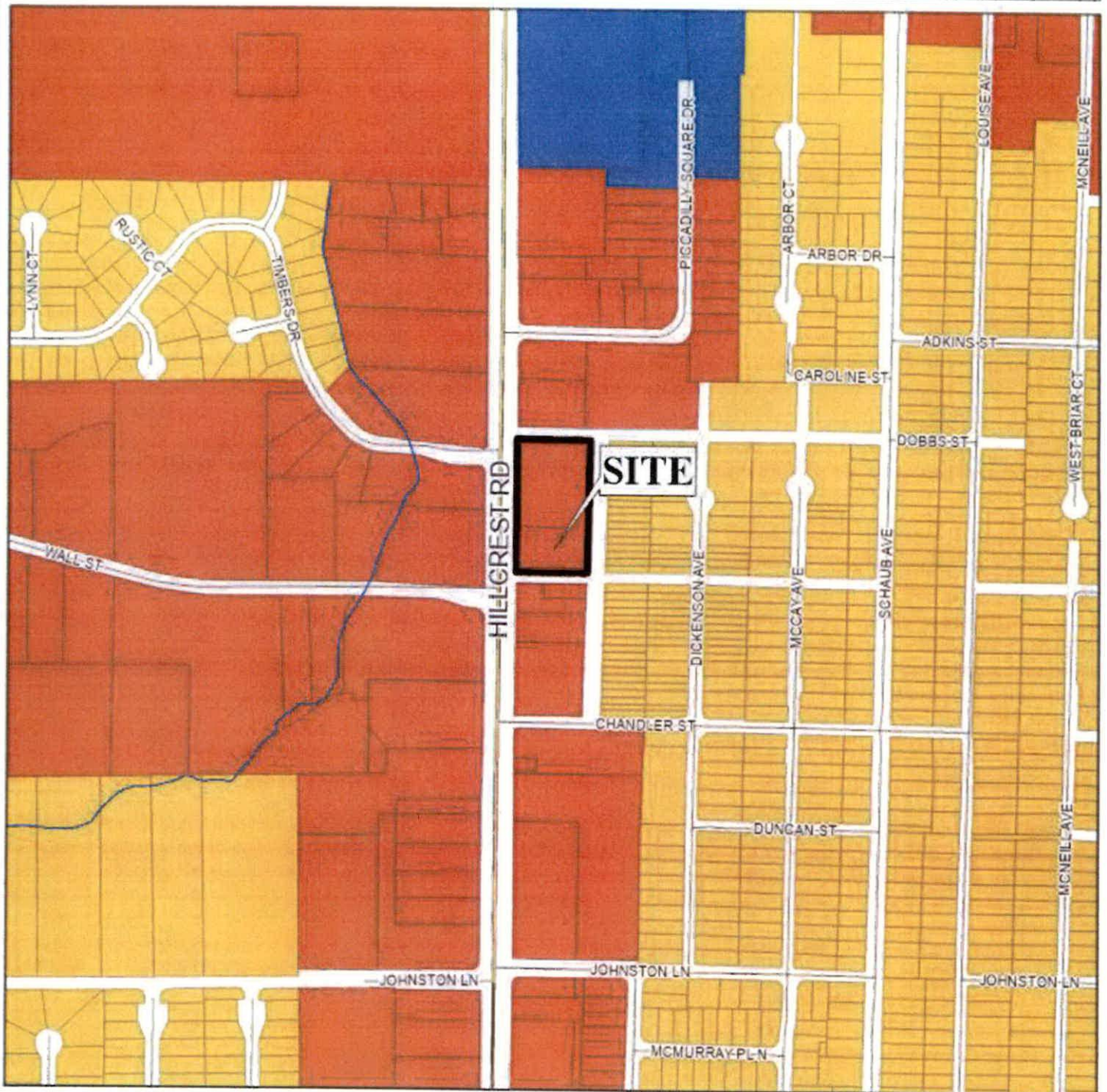
APPLICANT Square 1 Plaza

REQUEST_____ Subdivision, Rezoning



NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE July 21, 2022

APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning

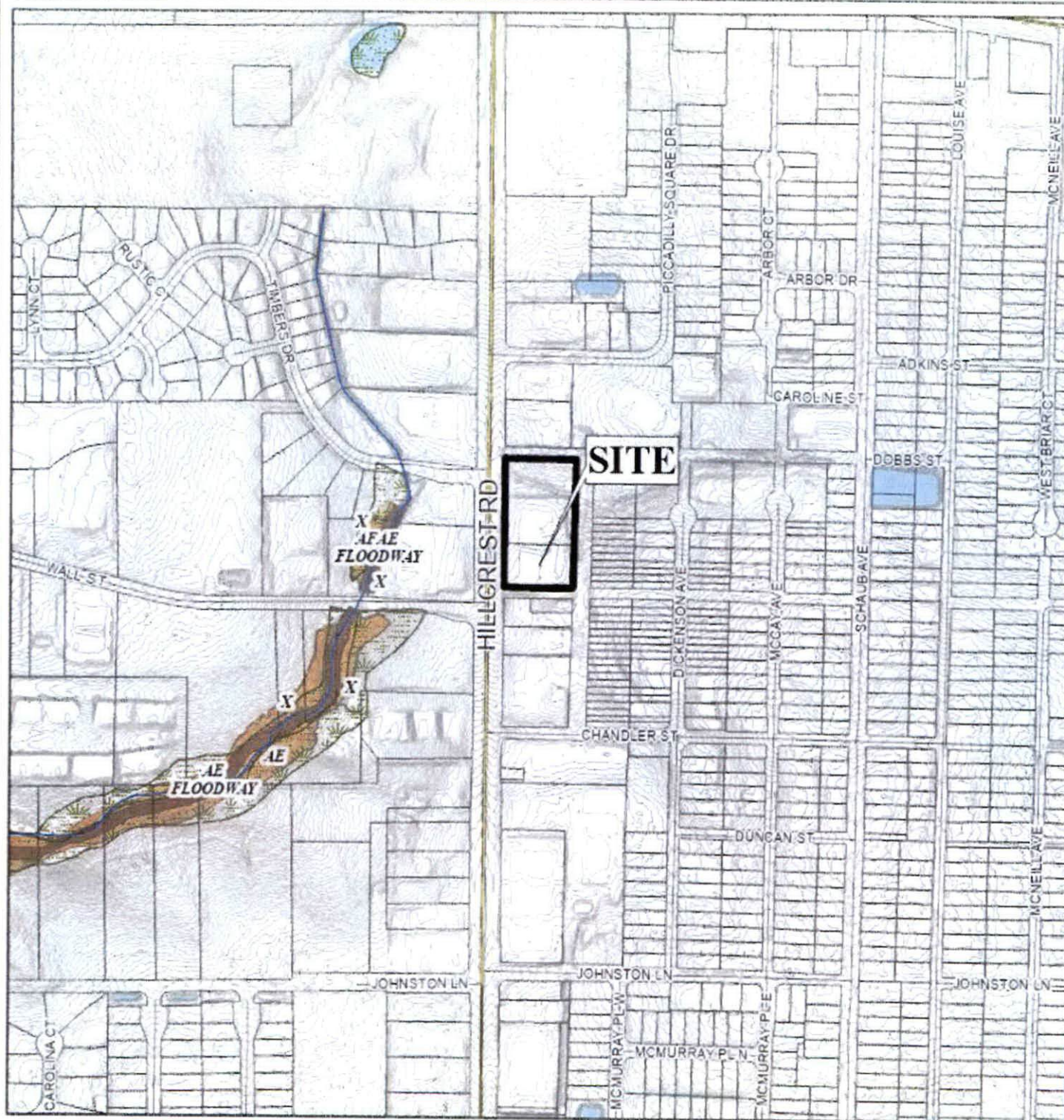
Layer2

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



NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 7 DATE July 21, 2022

APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



This site is surrounded by commercial units, with residential units to the east.

APPLICATION NUMBER 7 DATE July 21, 2022

APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning

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



PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



This site is surrounded by commercial units, with residential units to the east.

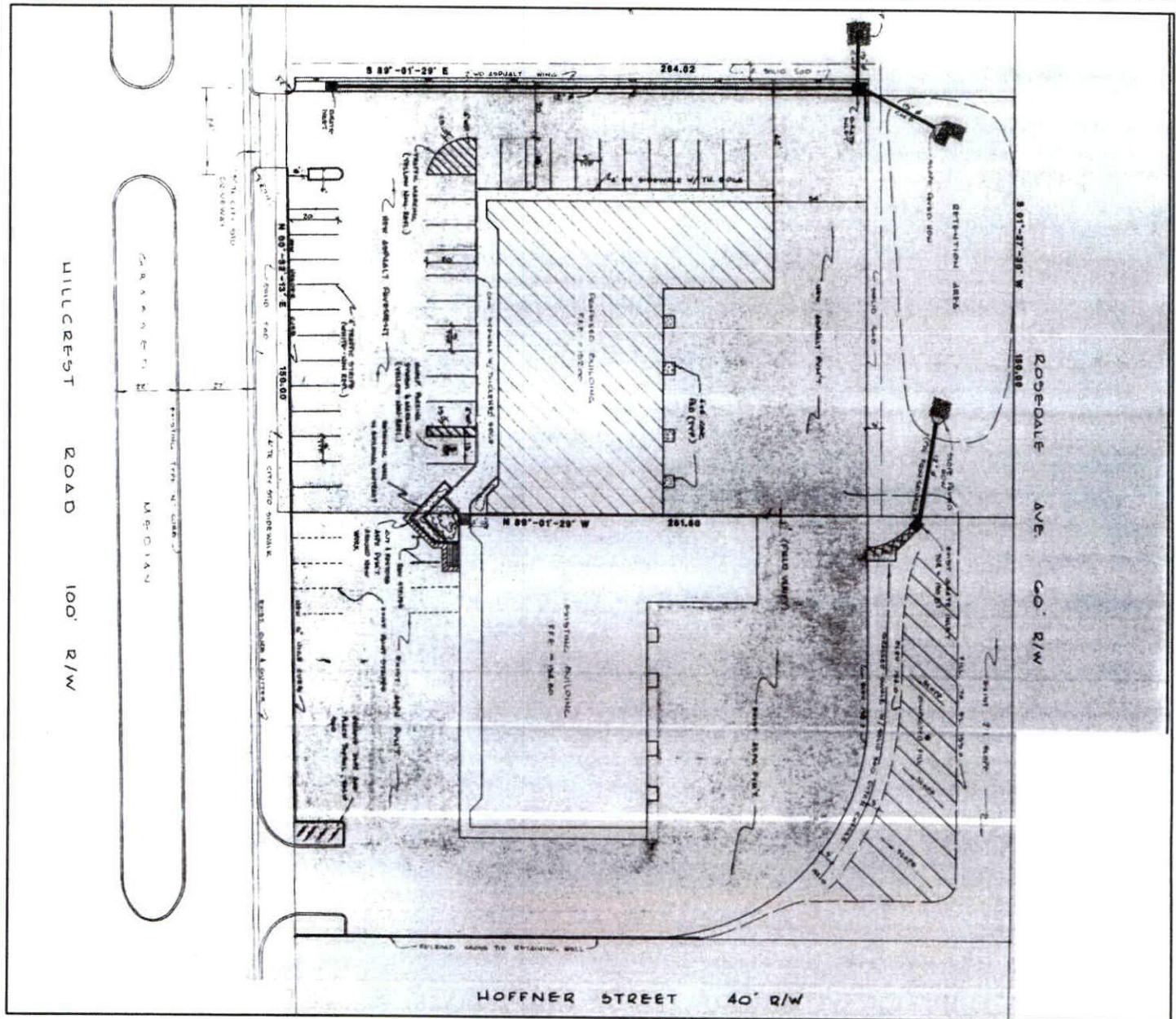
APPLICATION NUMBER 7 DATE July 21, 2022

APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning



SITE PLAN



This site plan illustrates the existing building with proposed parking changes.

APPLICATION NUMBER 7 DATE July 21, 2022

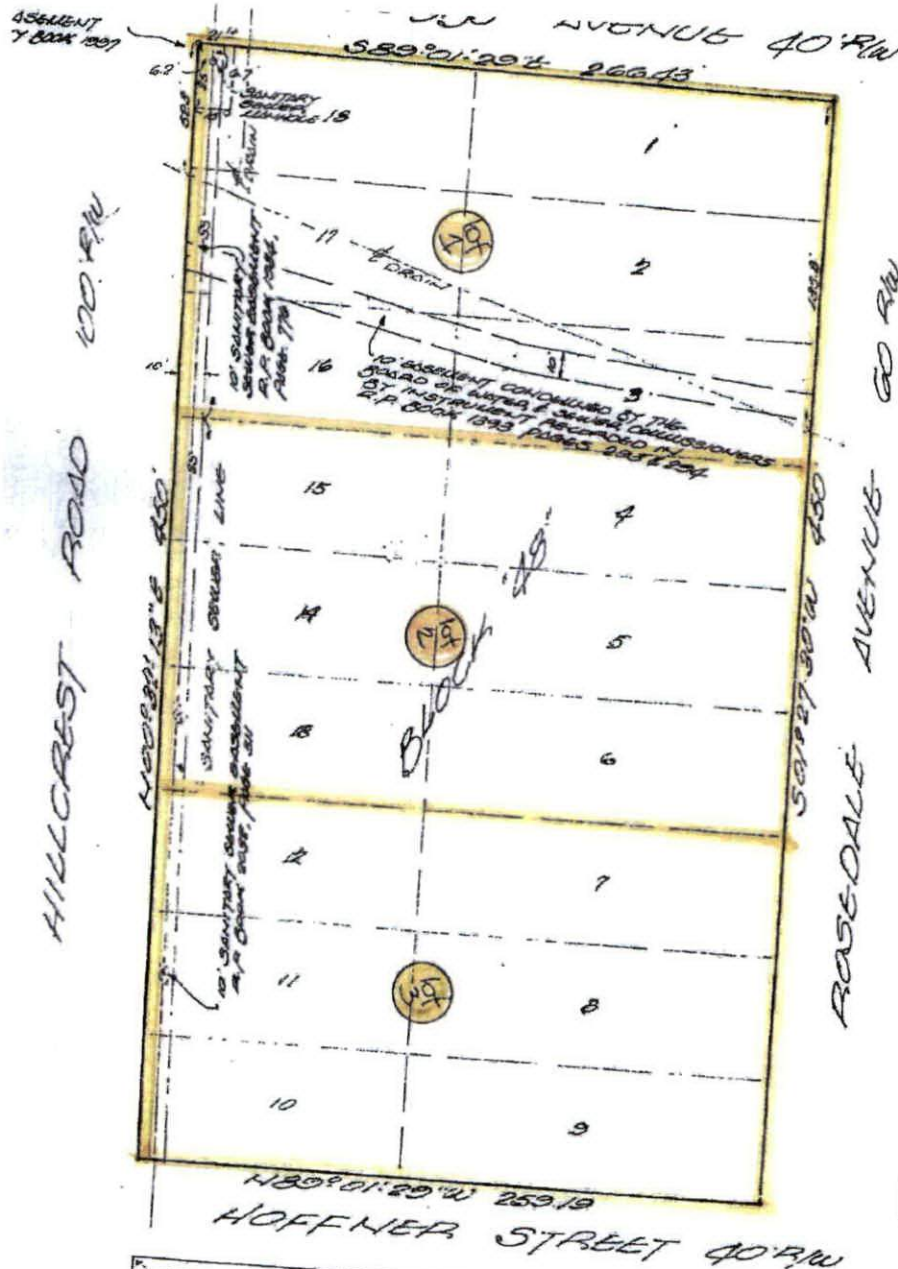
APPLICANT _____ Square 1 Plaza

REQUEST_____Subdivision, Rezoning



NTS

DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE July 21, 2022
 APPLICANT Square 1 Plaza
 REQUEST Subdivision, Rezoning





AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

9/8/2022 - 10:51
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

9/8/2022 - 10:54
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

9/8/2022 - 10:58
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

9/8/2022 - 11:01
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Irby

Cover Memo

9/8/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

9/8/2022 - 9:41
AM



CITY CLERK DEPARTMENT

2022 AUG 31 AM 9:50

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Eddie Irby JR Date: 8/31/22

Address: 1116 Richard Rd Mobile, AL 36618

Phone: 251-591-3057 Email: irbyeddie55@yahoo.com

Date to Address City Council: September 13, 2022

Subject (must be completed): Better Police Protection And traffic
control in certain areas. Also, would like a Shot
spotter in his neighborhood as gun violence is
particularly bad.

Specific Questions: _____

Signature: Taken by Phone -KB



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

7/12/2022

Renewal Date of Contract:

7/12/2022

Funding Source

Project # 1109 Adams Street - ME-481-17

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1109 Adams Street	Cover Memo	7/6/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	7/6/2022 - 10:13 AM
City Clerk	Gauthier, Lana	Approved	7/7/2022 - 1:05

PM

MUNICIPAL ENFORCEMENT DIVISION

July 5, 2022



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 12, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1109 ADAMS STREET** OWNED BY OR MAY HAVE AN INTEREST: **OLOG INC A CORPORATION C/O TOMMY JONES,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 06 40 0 004 462

COUNCIL DISTRICT 2 – WILLIAM CARROLL

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

GJ/DLW

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **1109 Adams Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1109 Adams Street** described as:

LOT 11 BLK 25 CAMP GROUND TRT MBK 1 PG 12 #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 462

Last Assessed to: OLOG INC A CORPORATION, C/O TOMMY JONES

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

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

Adopted:

City Clerk



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

1109 ADAMS STREET

Property Details

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

Survey Results

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

Property Score

Score	70	Score Description	DEMO
-------	----	-------------------	------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9/13/21

Noted 5-0- Demolition J

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 05/11/2022

Property Address: 1109 Adams Street

District No: 2

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

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Olog, Incorporation
C/O Tommy Jones
1612 Crestwood Drive
Semmes, Alabama 36618

May 17, 2022

**RE: 1109 Adams Street
Project Number: ME-481-17**

Dear Tommy Jones:

On May 11, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1109 Adams Street.

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

**LOT 11 BLK 25 CAMP GROUND TRT MBK 1 PG 12 #SEC 40 T4S R1W #MP29 06
40 0 004**

Parcel Number: 29 06 40 0 004 462

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **June 30, 2022**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **June 30, 2022**, provide the Code Official with a work plan to accomplish the repairs by **June 30, 2022**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **June 30, 2022**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **July 12, 2022, at 10:30 a.m.**, a hearing will be held before the **City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☐ Repaired; or,
- ☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,



Gary Jackson

Municipal Enforcement Program Coordinator







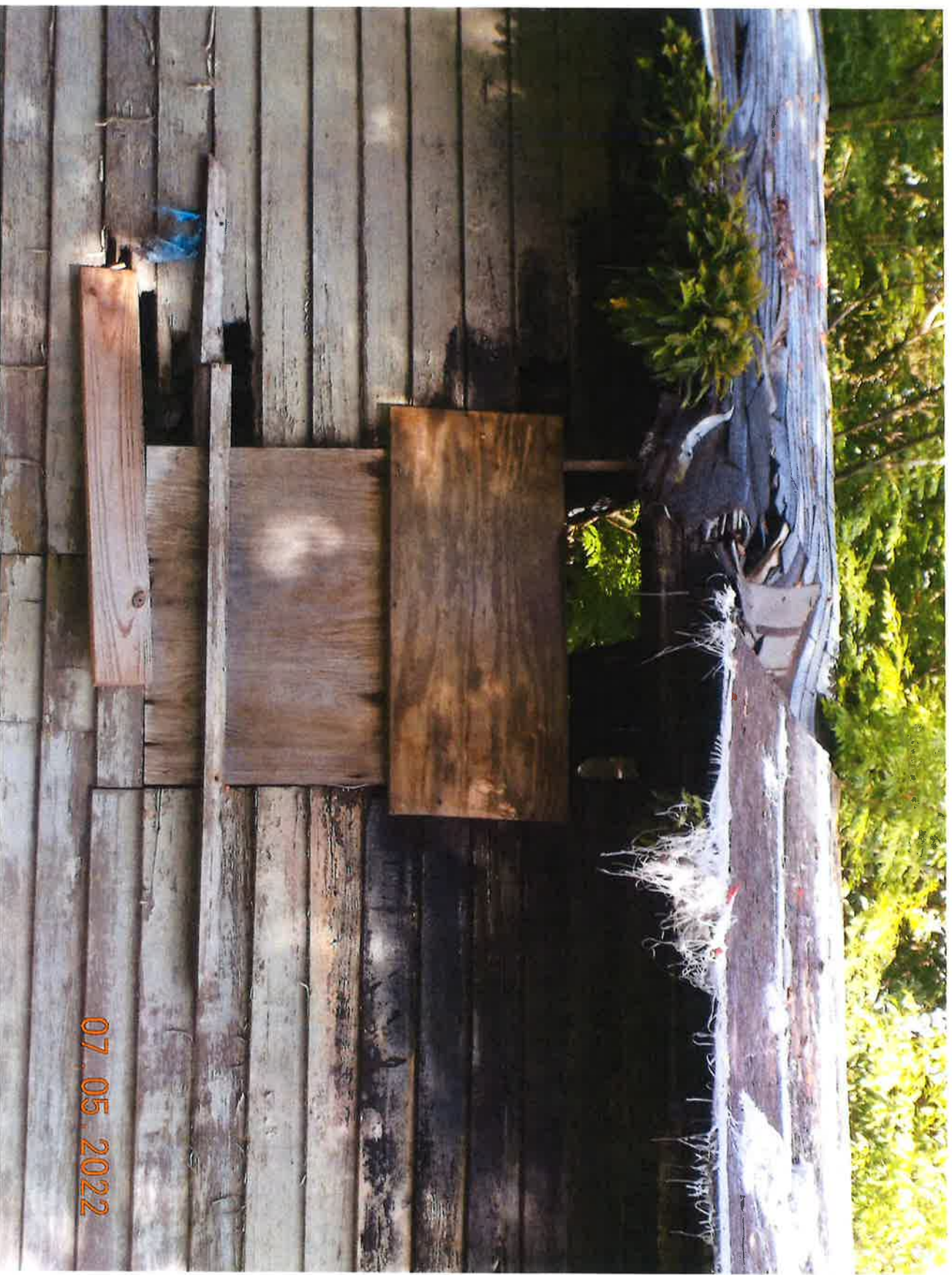












Affidavit of Mailed Notice



Date: July 12, 2022

State of Alabama
County of Mobile

Subject Property – 1109 Adams Street.

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

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

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

A handwritten signature in black ink that reads 'Gary Jackson'.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET UPDATE

RE: 1109 Adams St. Update

Date: January 10, 2022

FROM: Jaclyn Benedict, Real Estate Dept.

TO: Business Services / Municipal Enforcement Division

Title Report effective date: 10/8/2021

Per the Title Report, the owners are: Heirs of Warren Finch & Beverly L. Finch

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS	NOTES
1 Edward Finch 26505 Lawrence Avenue Wesley Chapel, Florida 33544	Son
2 Warren L. Finch, Jr. 700 Dover Drive College Station, Texas 77845	Son
3 Christine L. Kittrell 20247 Azul Ave. Fairhope, AL 36532	Daughter
4 Karen Peek 9370 Stone Road Apt A Semmes, Alabama 36575	Daughter
5 Olog, Inc. C/O Tommy Jones 1612 Crestwood Drive Mobile, Alabama 36618	1979 Tax Sale

TAX STATUS: NOT PAID

Parties with recorded liens per Title Report: None

Open Mortgages: None.

Lis Pendens:

City of Mobile filed against Olog, Inc., dated August 10, 2017 and recorded in Land Records Book 7544 at page 81.

City of Mobile filed against Olog, Inc, dated 9/14/2018 and recorded in Land RecordsBook 7681 pg. 221



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

7/12/2022

Renewal Date of Contract:

7/12/2022

Funding Source

Project # 1110 Adams Street - ME-479-17

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1110 Adams Street	Cover Memo	7/6/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	7/6/2022 - 10:15 AM
City Clerk	Gauthier, Lana	Approved	7/7/2022 - 2:24

PM

MUNICIPAL ENFORCEMENT DIVISION

July 5, 2022



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 12, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1110 ADAMS STREET** OWNED BY OR MAY HAVE AN INTEREST: **ROBERT & MARY SCOTT C/O MAXINE SCOTT**, IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 06 40 0 004 376

COUNCIL DISTRICT 2 – WILLIAM CARROLL

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

GJ/DLW

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **1110 Adams Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1110 Adams Street** described as:

**W 1/2 OF LOT 10 BLK 36 CAMP GROUND TRT MBK 1 P 12 #SEC 40 T4S R1W
#MP29 06 40 0 004 9**

Parcel Number: 29 06 40 0 004 376

Last Assessed to: ROBERT & MARY SCOTT, C/O MAXINE SCOTT

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

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

Adopted:

City Clerk



City of Mobile Blight Survey -Re-Check

Report Date - _____

Property Address

1110 ADAMS STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		
Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N Y
Survey Date	DATE	Comments	
Property Score			
Score	62	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9/20/21

Noted A-O to Demolish

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 05/11/2022

Property Address: 1110 Adams Street

District No: 2

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

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Heir of Robert & Mary Scott
C/O Maxine Scott
3610 Minmaruse Drive, Apt A1
Mobile, Alabama 36612

May 17, 2022

**RE: 1110 Adams Street
Project Number: ME-479-17**

Dear Benjamin E. Loper:

On May 11, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1110 Adams Street.

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

W 1/2 OF LOT 10 BLK 36 CAMP GROUND TRT MBK 1 P 12 #SEC 40 T4S R1W
#MP29 06 40 0 004 9

Parcel Number: 29 06 40 0 004 376

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **June 30, 2022**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **June 30, 2022**, provide the Code Official with a work plan to accomplish the repairs by **June 30, 2022**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **June 30, 2022**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **July 12, 2022, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☐ Repaired; or,
- ☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

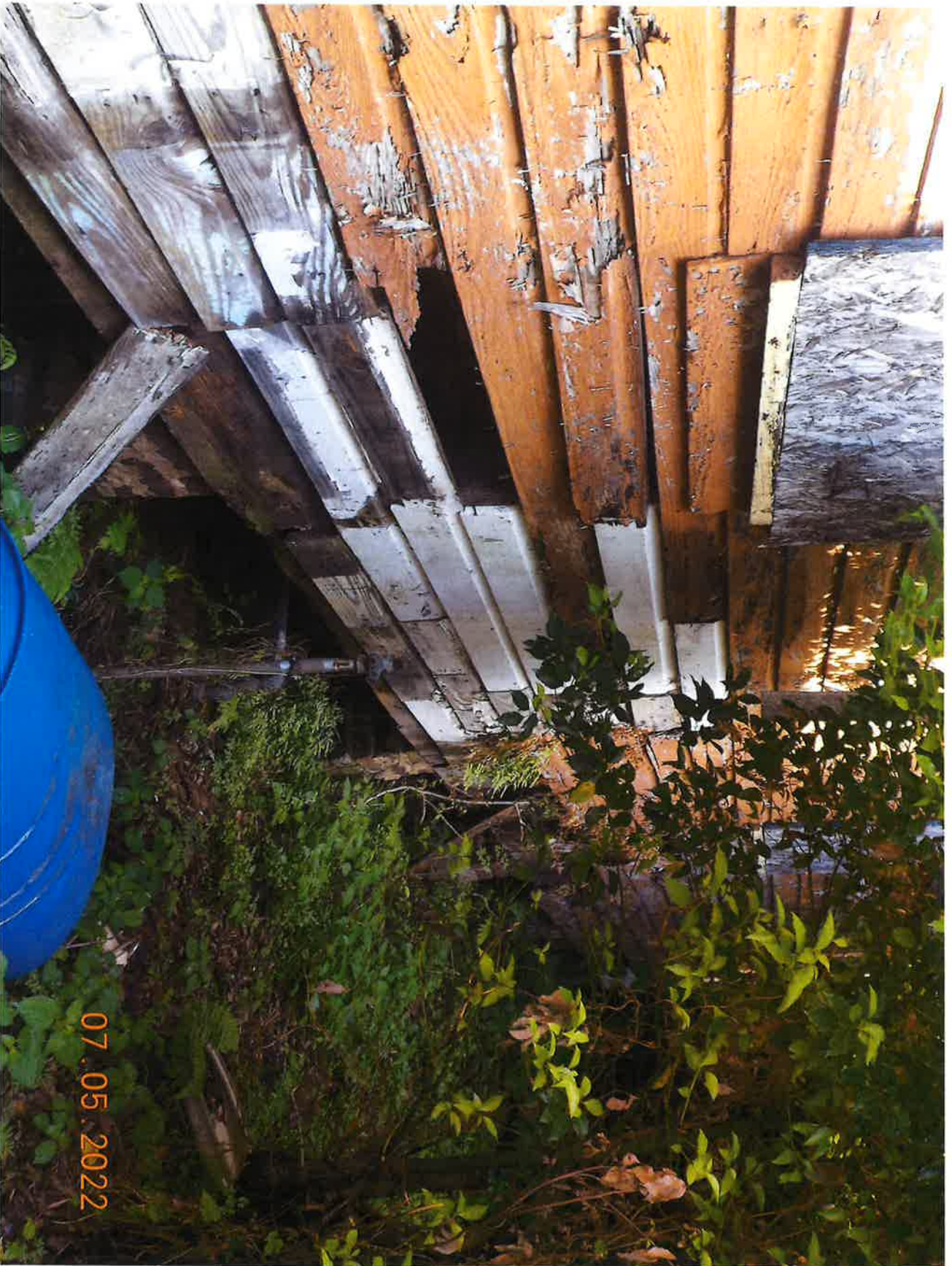


Gary Jackson

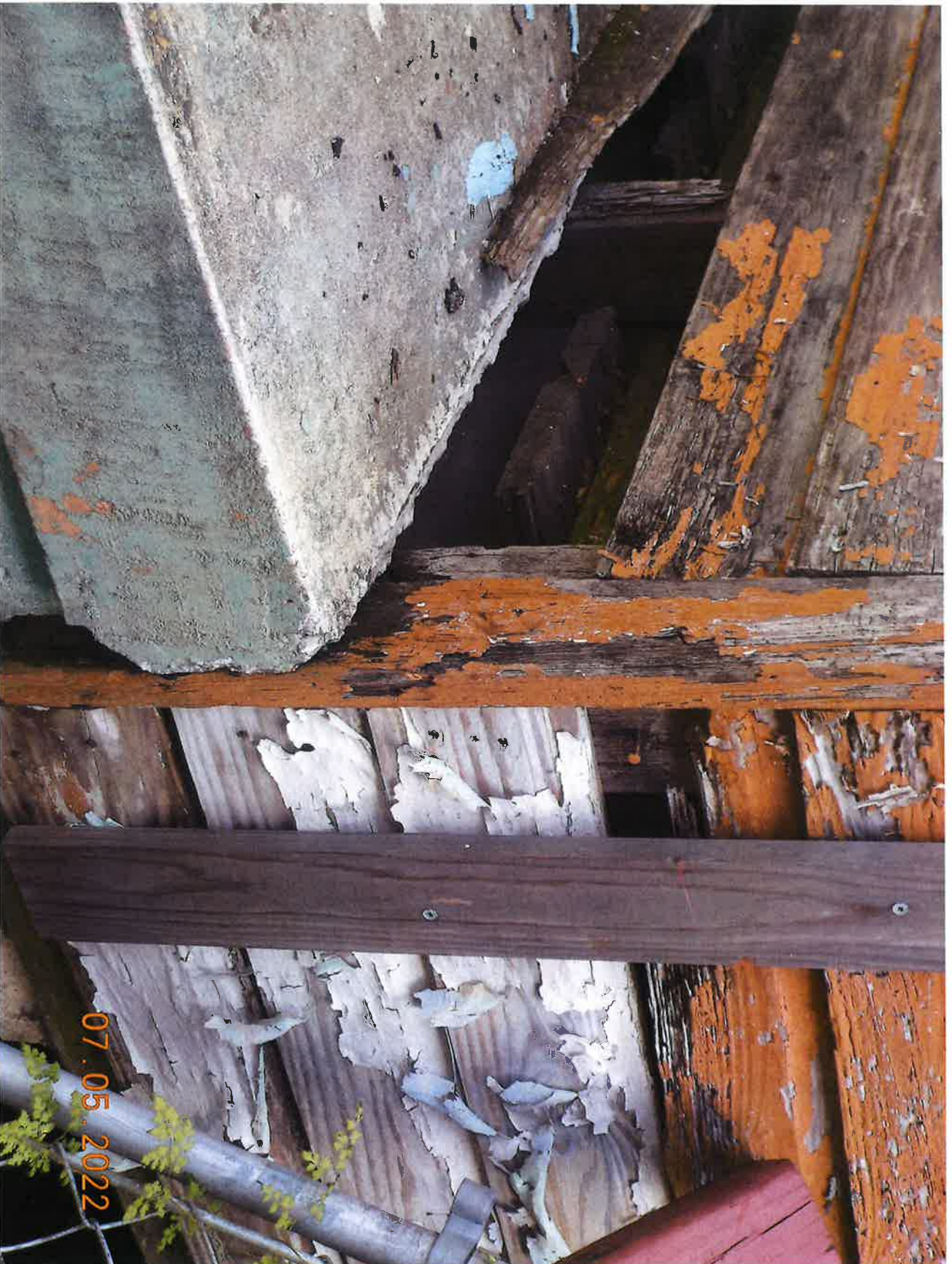
Municipal Enforcement Program Coordinator





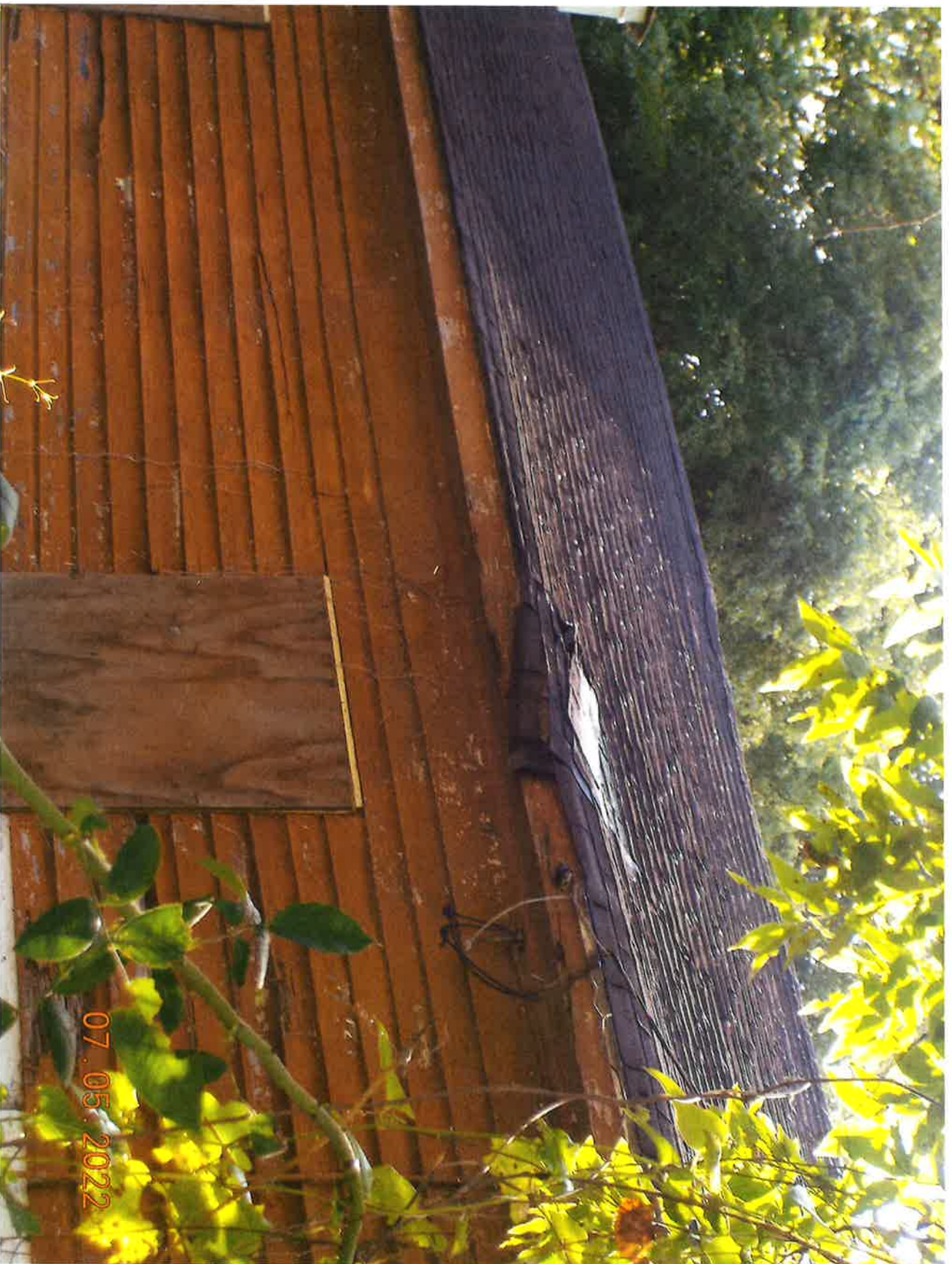


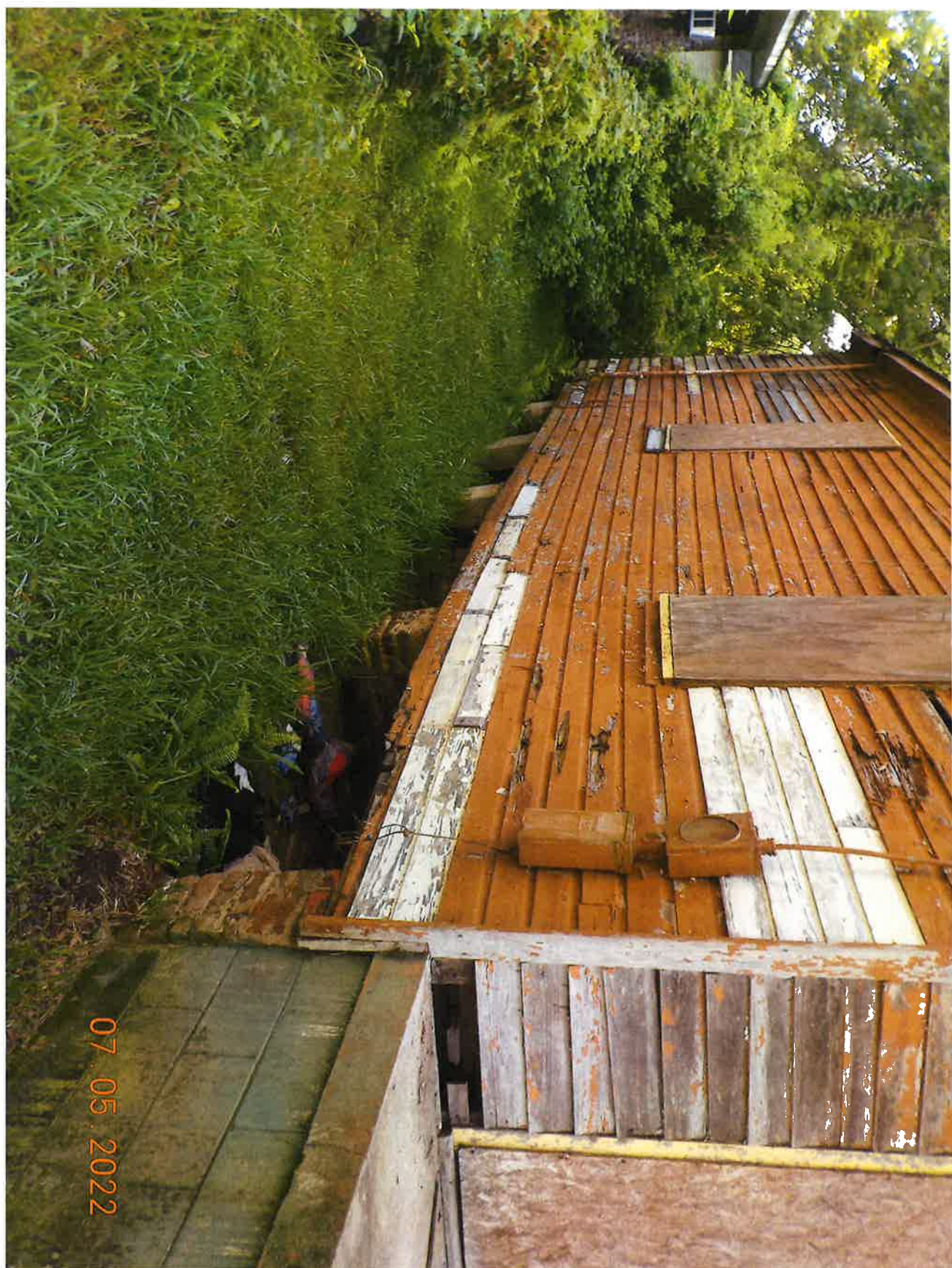




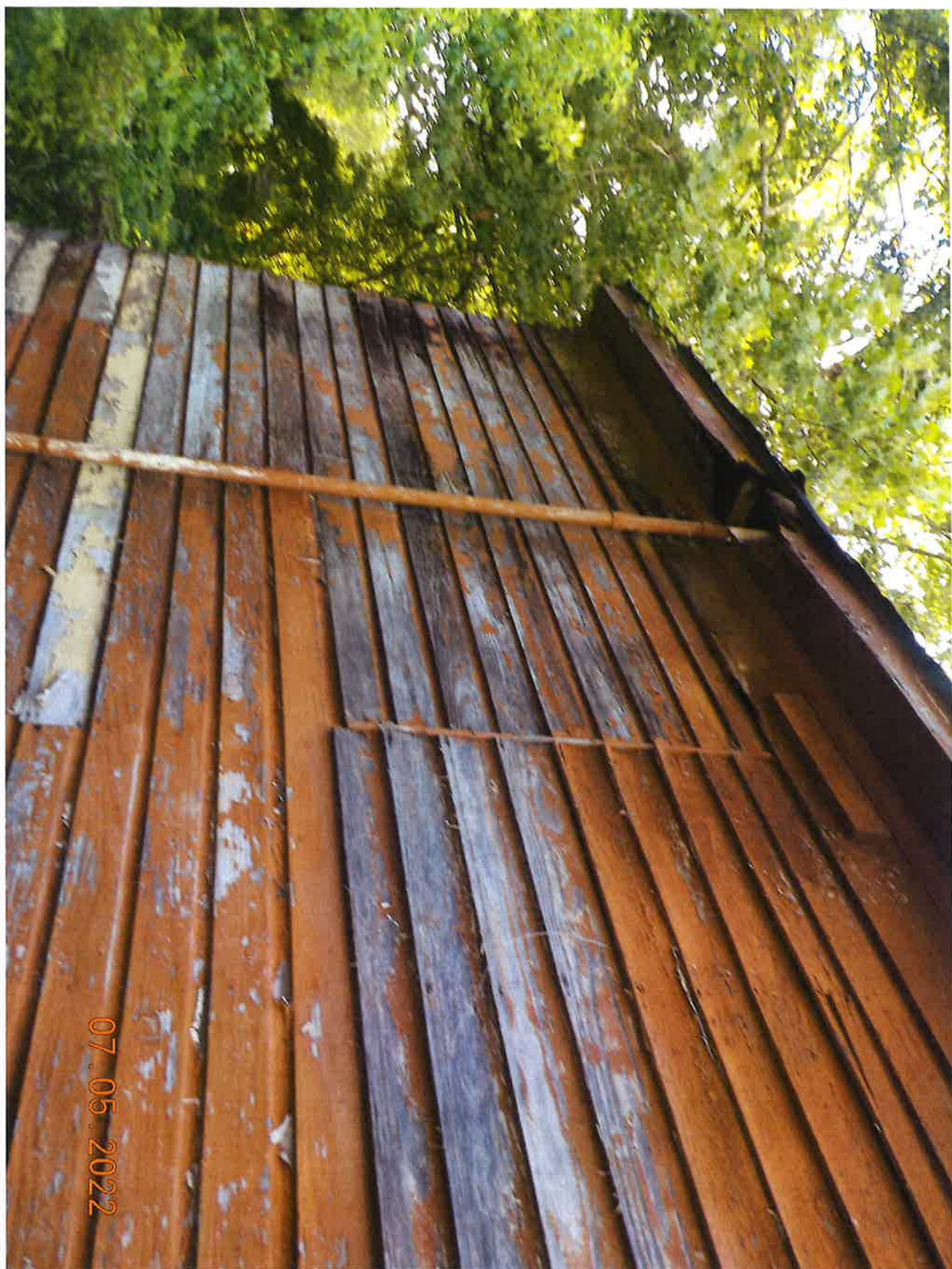




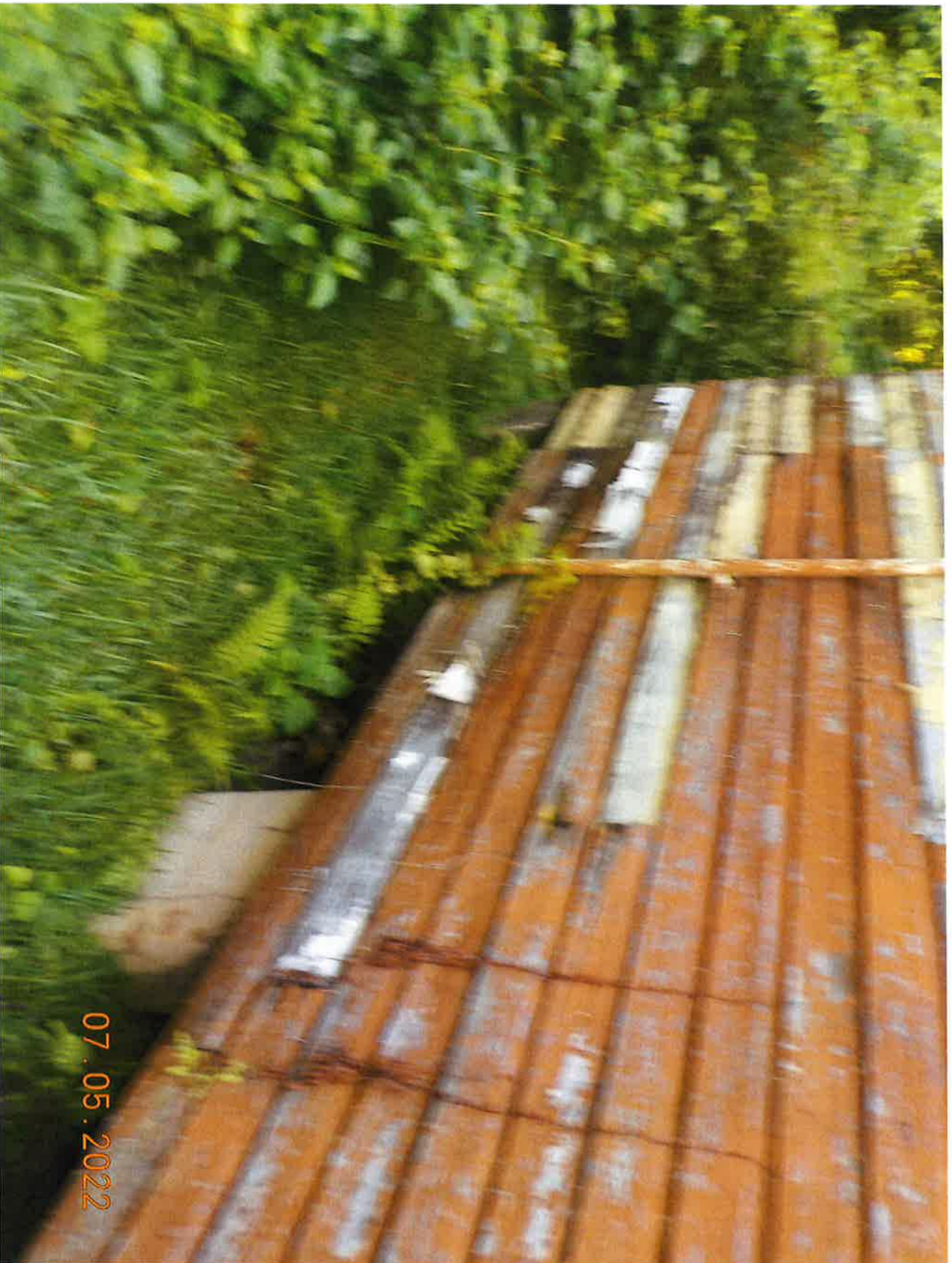


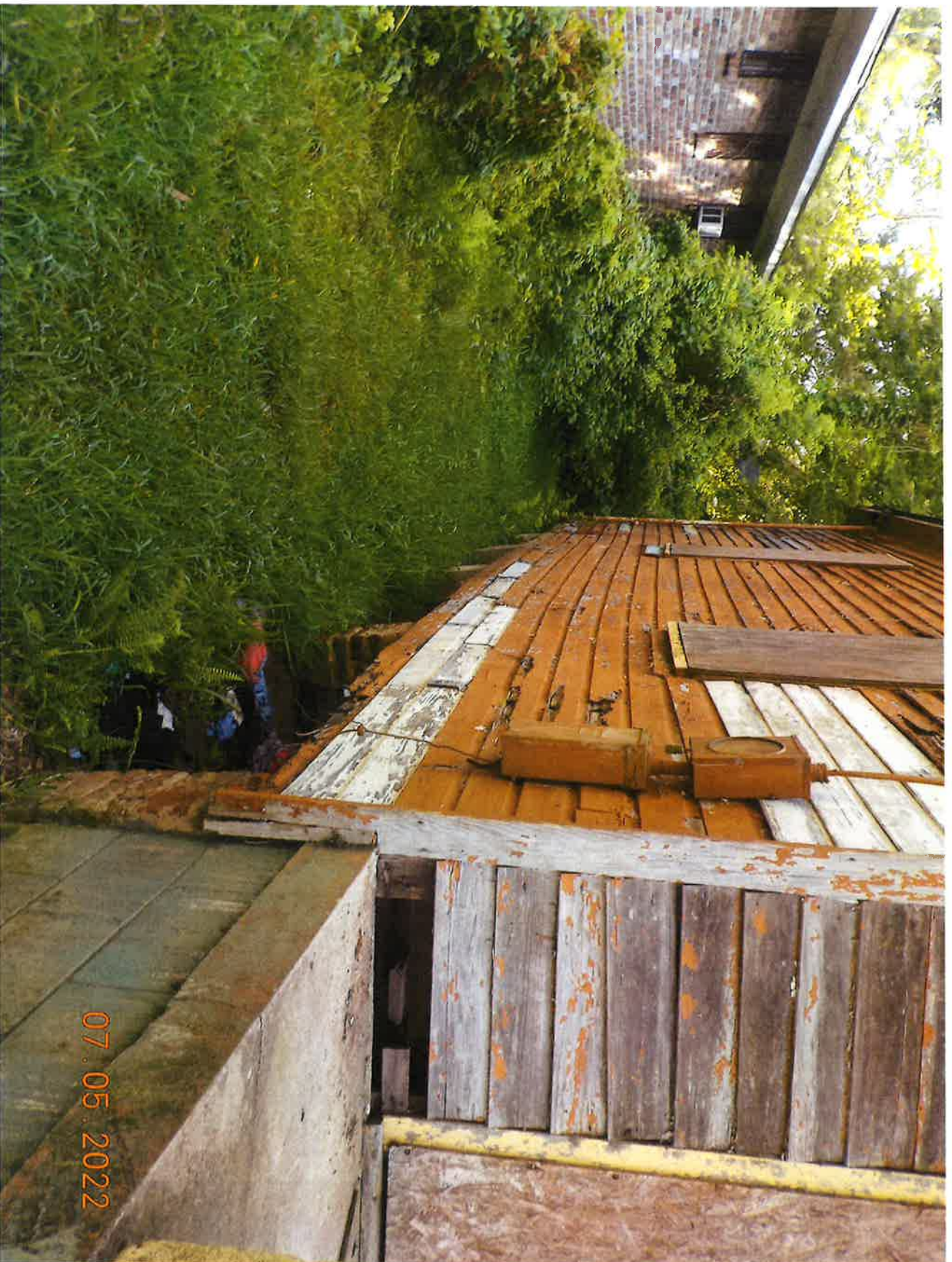






07.05.2022





Affidavit of Mailed Notice



Date: July 12, 2022

State of Alabama
County of Mobile

Subject Property – 1110 Adams Street.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

A handwritten signature in black ink that reads 'Gary Jackson'.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

---UPDATE---

RE: 1110 Adams St. UPDATE

Date: February 7, 2022

FROM: Rhonda D. Lewis, Real Estate Dept.

TO: Business Services / Municipal Enforcement Division

Title Report effective date: 10/8/2021

Per the Title Report, the owner is: Heirs at Law of Robert York, deceased and Heirs at Law of Mary York, deceased

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

1

Maxine Scott
Heir of Robert & Mary Scott
3610 Minmarsue Dr., Apt. A1
Mobile, Alabama 36612

Heir
Ph: 251-457-1480

2

William E. York
Heir of Robert & Mary Scott
304 Clay Street
Mobile, Alabama 36603

Heir
Ph: 251-433-1949; 816-217-5291

3

Owners:
Heirs of Robert & Mary Scott
1110 Adams St.
Mobile, AL 36603-5604

Heirs / Subject Property

TAX STATUS: PAID

Parties with recorded liens per Title Report:

- | | | |
|---|---|--|
| 4 | Alabama Medicaid Agency
P.O. Box 5624
Montgomery, AL 36103-5624 | Lien filed by the Alabama Medicaid Agency against Robert York, dated October 5, 2004 and recorded in Real Property Book 5683 at page 1557. |
|---|---|--|

Open Mortgages: None

Lis Pendens

Lis Pendens filed by the City of Mobile vs. Robert & Mary York, recorded 9/14/2018, inst. # 2018053879.

Lis Pendens filed by the City of Mobile vs. St. of AL C/O Robert & Mary York, recorded 8/16/2017, inst. # 2017046705



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

7/12/2022

Renewal Date of Contract:

7/12/2022

Funding Source

Project # 255 Clay Street - ME-360-17

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 255 Clay Street	Cover Memo	7/6/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	7/6/2022 - 10:10 AM
City Clerk	Gauthier, Lana	Approved	7/7/2022 - 2:25

PM

MUNICIPAL ENFORCEMENT DIVISION

July 5, 2022



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 12, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **255 CLAY STREET** OWNED BY OR MAY HAVE AN INTEREST: **Dorothy R. Stewart**, IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 06 40 0 004 434

COUNCIL DISTRICT 2 – WILLIAM CARROLL

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

GJ/DLW

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **255 Clay Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **255 Clay Street** described as:

COMG PT ON W/S CLAY ST 137 FT 6 INS S OF SW COR OF CLAY & ADAMS STS TH WLY & PAR W/ADAMS ST 124 FT TH SLY & PAR W/CLAY ST 30 FT TH ELY & NEARLY PAR W/ADAMS ST 124 FT TO W/S CLAY ST TH NLY ON W/S CLAY ST 37 FT 6 INS TO BEG DBK 191 N S P 266 #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 434

Last Assessed to: DOROTHY R STEWART

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

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

Adopted:

City Clerk



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

255 CLAY STREET

Property Details

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

Survey Results

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

Property Score

Score	78	Score Description	DEMO
-------	----	-------------------	------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

9/13/21

Voted 5-1, Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 05/11/2022

Property Address: 255 Clay Street

District No: 2

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

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Dorothy R. Stewart
257 Clay Street
Mobile, Alabama 36603

May 17, 2022

**RE: 255 Clay Street
Project Number: ME-360-17**

Dear Dorothy R. Stewart:

On May 11, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 255 Clay Street.

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

COMG PT ON W/S CLAY ST 137 FT 6 INS S OF SW COR OF CLAY & ADAMS STS
TH WLY & PAR W/ADAMS ST 124 FT TH SLY & PAR W/CLAY ST 30 FT TH ELY &
NEARLY PAR W/ADAMS ST 124 FT TO W/S CLAY ST TH NLY ON W/S CLAY ST 37
FT 6 INS TO BEG DBK 191 N S P 266 #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 434

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **June 30, 2022**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **June 30, 2022**, provide the Code Official with a work plan to accomplish the repairs by **June 30, 2022**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **June 30, 2022**, which is 45 days from the date of this NOTICE.

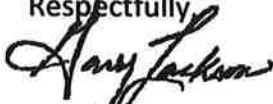
IV. **NOTICE** is hereby given that on **July 12, 2022, at 10:30 a.m.**, a hearing will be held before the **City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☐ Repaired; or,
- ☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

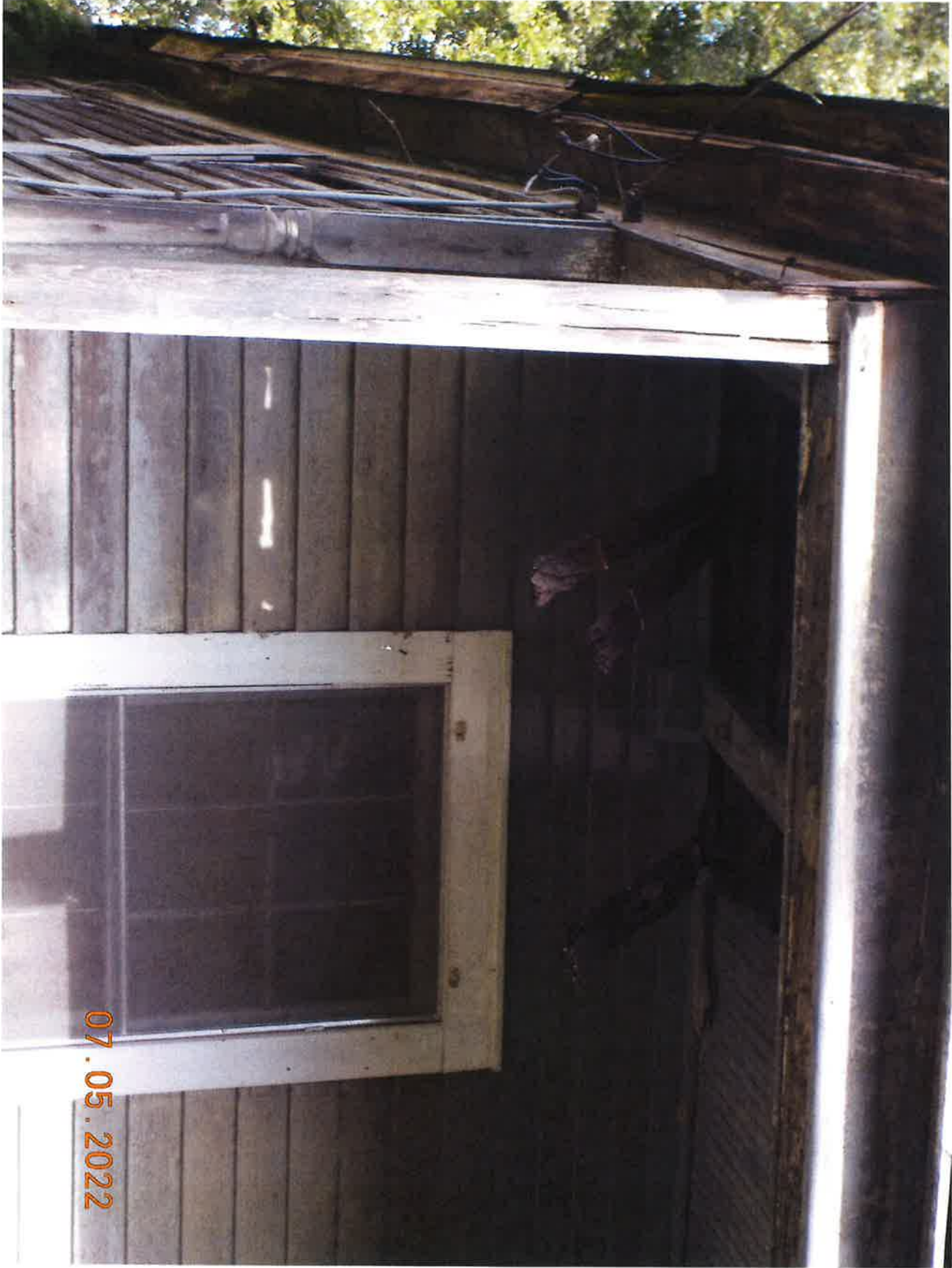
Respectfully,



Gary Jackson

Municipal Enforcement Program Coordinator





07.05.2022











Affidavit of Mailed Notice



Date: July 12, 2022

State of Alabama
County of Mobile

Subject Property – 255 Clay Street.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 2 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

A handwritten signature in black ink that reads 'Gary Jackson'.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

---UPDATE---

RE: 255 Clay Street UPDATE

Date: February 7, 2022

FROM: Rhonda D. Lewis, Real Estate Dept.

TO: Business Services / Municipal Enforcement Division

Title Report effective date: 10/8/2021

Per the Title Report, the owner is: Dorothy R. Stewart by survivorship (Luke Stewart DOD: 4/27/2002).

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

1

Dorothy R. Stewart
257 Clay St.
Mobile, AL 36603-5615

Owner
Ph: 251-433-2419

2

Dorothy R. Stewart
255 Clay St.
Mobile, AL 36603-5615

Owner / Subject Property

TAX STATUS: PAID

Parties with recorded liens per Title Report: None.

Open Mortgages: None.

Lis Pendens

Lis Pendens filed by the City of Mobile vs. Luke Stewart, Sr. & Dorothy R. Stewart, recorded 8/10/17, LR BK 7544 PG 64



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

7/12/2022

Renewal Date of Contract:

7/12/2022

Funding Source

Project # 209 Lexington Avenue - ME-121-21

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 209 Lexington Avenue	Cover Memo	7/6/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Rejected	7/6/2022 - 10:40 AM
Municipal	Williams, David	Approved	7/6/2022 - 9:42

Enforcement
Municipal
Enforcement Daughenbaugh, David
City Clerk Gauthier, Lana

Approved
Approved

AM
7/6/2022 - 10:47
AM
7/7/2022 - 2:25
PM

MUNICIPAL ENFORCEMENT DIVISION

July 5, 2022



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 12, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **209 LEXINGTON AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **AGUSTIN JAVIER-ESCAMILLA & ALICIA JAVIER**, IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 07 25 0 005 159

COUNCIL DISTRICT 2 – WILLIAM CARROLL

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

GJ/DLW

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **209 LEXINGTON AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **209 LEXINGTON AVENUE** described as:

THE N PART OF LOT 37 BLK 1 DBK 70 N.S. P 126 MORE DESC AS FOLL THE N PART OF LOT 37 BLK 1 COMM AT THE XW COR OF ST STEPHENS RD & LEXINGTON AVE & RUN TH WLY ALG THE S/L OF ST.STEPHENS RD 115.8 FT TO A PT TH SLY ALG THE E/L OF PPTY NOW OR FORMERLY OF MRS.SWAIN 34.4 FT TO THE N LINE OF THE LOT OF AMIE I. I.EDEN TH ELY ALG SAID LINE TO THE W LINE OF LEXINGTON AVE AT A PT DIS 30 FT N OF LOT 36 OF SAID BLK 1 & TH NLY ALG THE W/L OF LEXINGTON AVE TO THE PLACE OF BEG BEING THE SAME PPTY CONVEYED TO KIRK WILSON BY JAMES MUNRO & WIFE BY DBK 126 N.S. P 493-4 #SEC 25 T4S R1W #MP29 07 25 0 005

Parcel Number: 29 07 25 0 005 159

Last Assessed to: AGUSTIN JAVIER-ESCAMILLA & ALICIA JAVIER

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

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

Adopted:

City Clerk



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

209 Lexington Avenue

Property Details

Parcel Key	809101	Local Historic Registry	N
Status	Scored	National Historic Registry	N Lafayette
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	09-29-21	Comments	

Property Score

Score	53	Score Description	Blight Review
-------	----	-------------------	---------------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10-4-21

Noted 4-0-1 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 05/11/2022

Property Address: 209 Lexington Avenue

District No: 2

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

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Agustin Javier-Escamilla & Alice T De Javier
6501 Harding Street
Hollywood, Florida 33024

May 17, 2022

RE: 209 Lexington Avenue
Project Number: ME-121-21

Dear Agustin Javier-Escamilla & Alice T De Javier:

On May 11, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 209 Lexington Avenue.

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

THE N PART OF LOT 37 BLK 1 DBK 70 N.S. P 126 MORE DESC AS FOLL THE N PART OF LOT 37 BLK 1 COMM AT THE XW COR OF ST STEPHENS RD & LEXINGTON AVE & RUN TH WLY ALG THE S/L OF ST.STEPHENS RD 115.8 FT TO A PT TH SLY ALG THE E/L OF PPTY NOW OR FORMERLY OF MRS.SWAIN 34.4 FT TO THE N LINE OF THE LOT OF AMIE I. I.EDEN TH ELY ALG SAID LINE TO THE W LINE OF LEXINGTON AVE AT A PT DIS 30 FT N OF LOT 36 OF SAID BLK 1 & TH NLY ALG THE W/L OF LEXINGTON AVE TO THE PLACE OF BEG BEING THE SAME PPTY CONVEYED TO KIRK WILSON BY JAMES MUNRO & WIFE BY DBK 126 N.S. P 493-4 #SEC 25 T4S R1W #MP29 07 25 0 005

Parcel Number: 29 07 25 0 005 159

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **June 30, 2022**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **June 30, 2022**, provide the Code Official with a work plan to accomplish the repairs by **June 30, 2022**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **June 30, 2022**, which is 45 days from the date of this NOTICE.

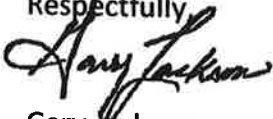
IV. **NOTICE** is hereby given that on **July 12, 2022, at 10:30 a.m.**, a hearing will be held before the **City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☐ Repaired; or,
- ☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,



Gary Jackson

Municipal Enforcement Program Coordinator

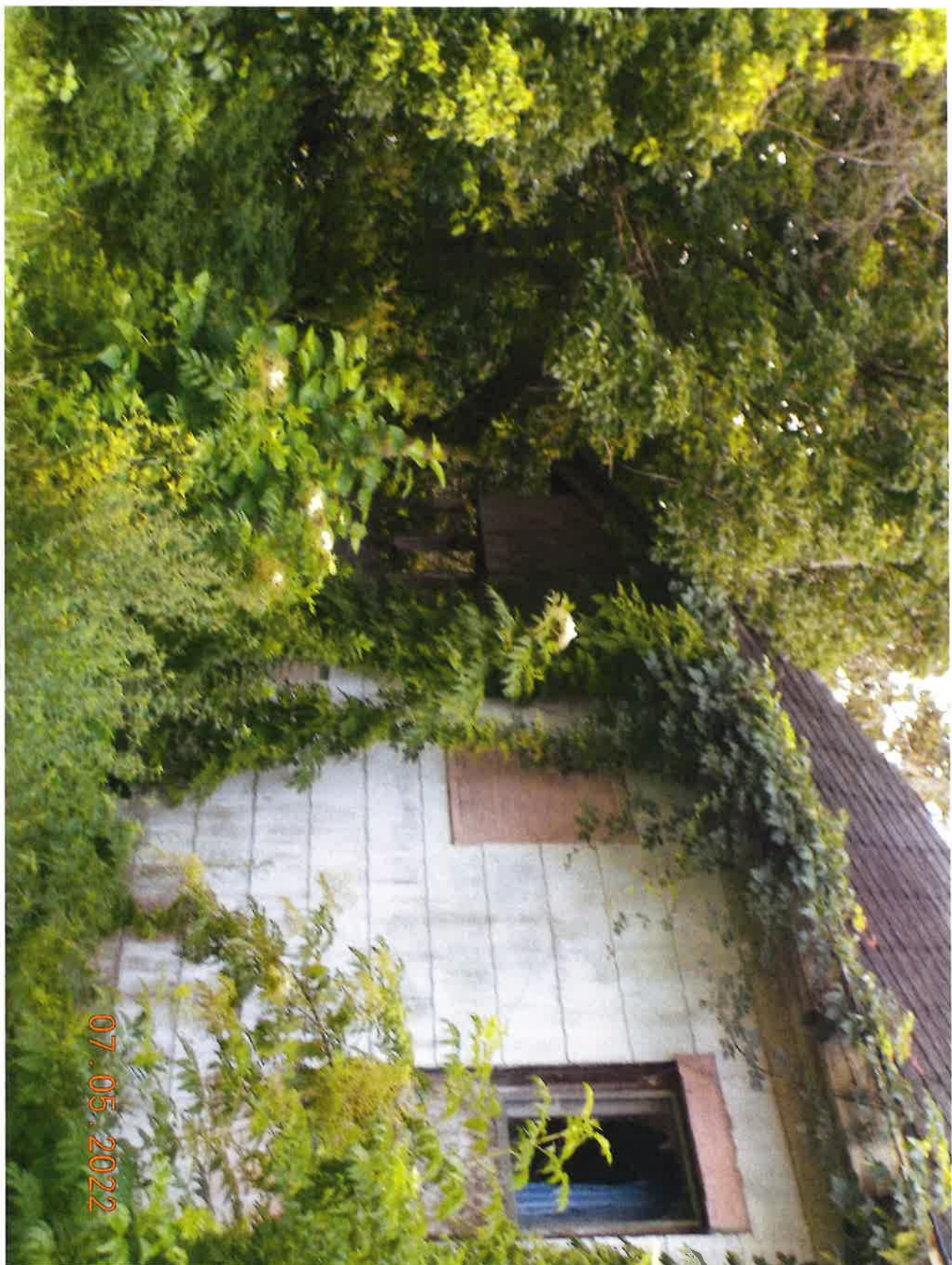


07.05.2022









07.05.2022

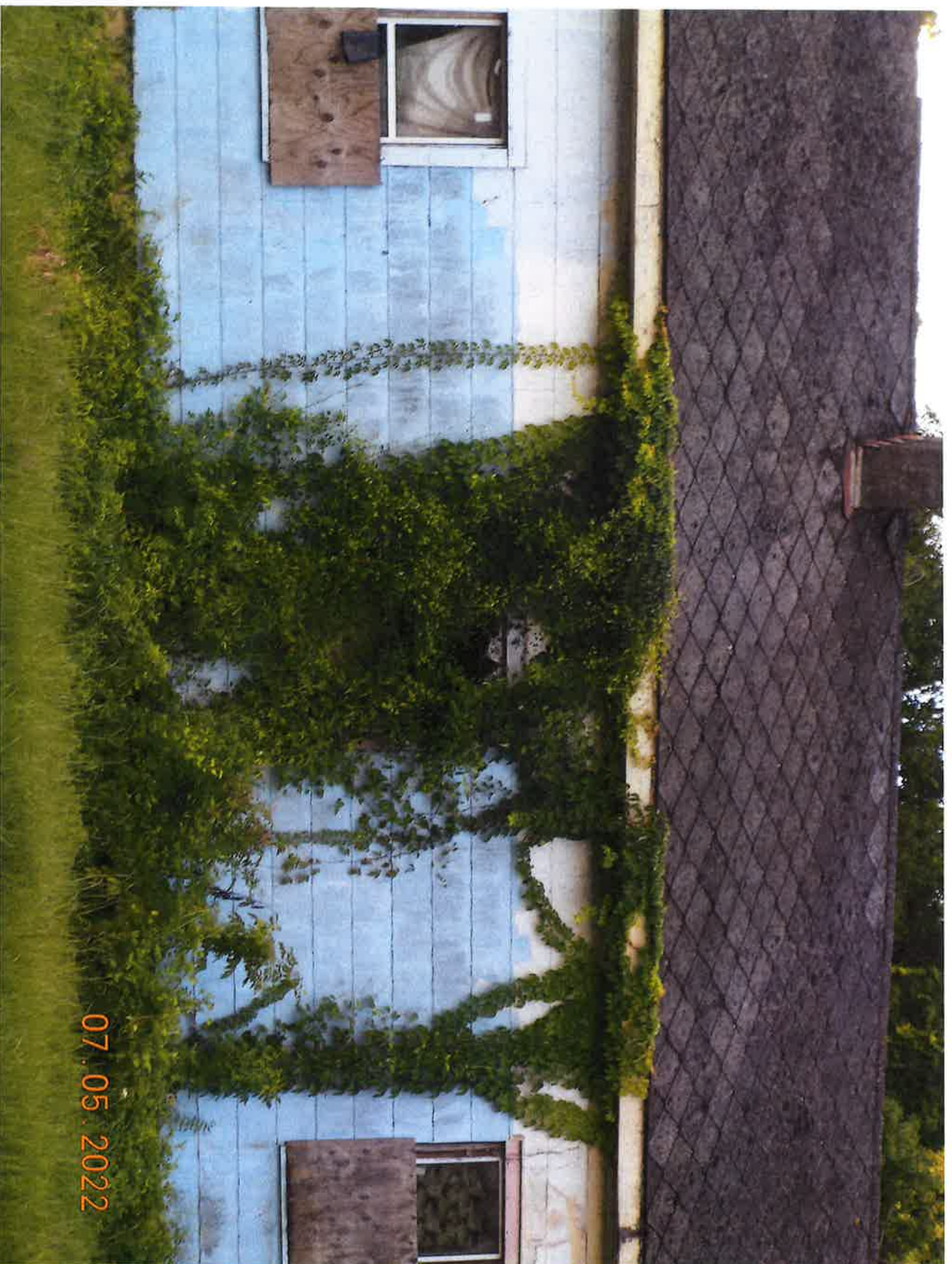




07.05.2022



07.05.2022





07.05.2022



Affidavit of Mailed Notice



Date: July 12, 2022

State of Alabama
County of Mobile

Subject Property – 209 Lexington Avenue

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

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

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

A handwritten signature in black ink that reads 'Gary Jackson'.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET UPDATE

RE: 209 Lexington Ave. Update

Date: February 8, 2022

FROM: Jaclyn Benedict, Real Estate Dept.

TO: Business Services / Municipal Enforcement Division

Title Report effective date: 1/27/2022

Per the Title Report, the owners are: Agustin Javier-Escamilla & Alicia T De Javier

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- 1 Agustin Javier-Escamilla & Alicia
T De Javier
6501 Harding St.
Hollywood, FL33024

TAX STATUS: PAID

Parties with recorded liens per Title Report: None

Open Mortgages: None.

Lis Pendens:

City of Mobile filed against Agustin Javier-Escamilla & Alicia T De Javier, dated 10/7/2021, Inst # 2021070820.



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Joel Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Installation Roundabout	Cover Memo	8/30/2022

REVIEWERS:

Department Reviewer	Action	Date
Engineering Amberger, Nick	Approved	8/30/2022 - 4:07 PM
Accounting Daniels, Bettye	Approved	8/31/2022 - 2:13 PM
Legal Kern, Chris	Approved	9/1/2022 - 2:49 PM
Legal Kern, Chris	Approved	9/1/2022 - 2:49 PM
Mayors Office Barber, James	Approved	9/1/2022 - 2:53 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Joel Daves

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, an
agreement, and any necessary amendments thereafter, between Uniti Fiber LLC.
A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Uniti Fiber LLC

Project Name: McGregor Ave Widening from Airport Blvd to Dauphin Street and
Installation of a Roundabout at Dauphin Street
COM Project No. 2013-202-07 STPMB-7508(600)

Agreement: Non-Reimbursable Agreement for Relocation of Utility
Facilities on Private or Public Right-of-Way to be Performed
by State Contractor

Adopted:

City Clerk

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER STPMB-7508(600)
CITY NUMBER _____
CITY Mobile

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and CANARY FARM, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. STPMB-7508(600) and consisting approximately of the following: McGregor Ave Widening from Airport Blvd to Dauphin Street and Installation of a Roundabout at Dauphin Street _____; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the **CITY** and **UTILITY** 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.
7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 18 day of August, 20 .

WITNESS:



BY:

Uniti Fiber
(Legal Name of Utility)

Eth Stokley
(Signature)

Ethan Stokley
(Type or Printed Name)

Construction Manager
(Type or Printed Title)

107 St. Francis St.
(Address)

Mobile, AL 36602
(Address)

251-404-8364
(Telephone)

RECOMMENDED FOR APPROVAL:

BY:

[Signature]
CITY ENGINEER/ENGINEER-OF-RECORD

BY:

REGION ENGINEER

CITY OF _____

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE: _____



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Joel Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Installation Roundabout	Cover Memo	8/30/2022

REVIEWERS:

Department Reviewer	Action	Date
Engineering Amberger, Nick	Approved	8/30/2022 - 4:08 PM
Accounting Daniels, Bettye	Approved	8/31/2022 - 2:12 PM
Legal Kern, Chris	Approved	9/1/2022 - 2:50 PM
Legal Kern, Chris	Approved	9/1/2022 - 2:51 PM
Mayors Office Barber, James	Approved	9/1/2022 - 2:51 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Joel Daves

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, an
agreement, and any necessary amendments thereafter, between Alabama Power
(Distribution). A copy of said executed contract will be on file in the office of the
City Clerk.

Name of Company: Alabama Power (Distribution)

Project Name: McGregor Ave Widening from Airport Blvd to Dauphin Street and
Installation of a Roundabout at Dauphin Street
COM Project No. 2013-202-07 STPMB-7508(600)

Agreement: Non-Reimbursable Agreement for Relocation of Utility
Facilities on Private or Public Right-of-Way to be Performed
by State Contractor

Adopted:

City Clerk

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER STPMB-7508(600)
CITY NUMBER _____
CITY Mobile

THIS AGREEMENT is entered into by and between the **CITY** of _____ Mobile _____, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and _____ Alabama Power (Distribution) _____, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in _____ Mobile _____ **CITY**, Alabama, said project being designated as Project No. _____ STPMB-7508(600) _____ and consisting approximately of the following: _____ McGregor Ave Widening from Airport Blvd to Dauphin Street _____ and Installation of a Roundabout at Dauphin Street _____; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the **CITY** and **UTILITY** 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.
7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 21st day of AUGUST, 2022.

WITNESS:

Shane Perkins

BY:

Alabama Power Company

(Legal Name of Utility)

John Trentham
(Signature)

John Trentham

(Type or Printed Name)

Transmission Line Services Supervisor

(Type or Printed Title)

600 North 18th Street, Bin 12S-0782

(Address)

Birmingham, Alabama 35291

(Address)

205-257-4117

(Telephone)

RECOMMENDED FOR APPROVAL:

BY:

[Signature]
CITY ENGINEER/ENGINEER-OF-RECORD

BY:

REGION ENGINEER

CITY OF _____

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE: _____



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Joel Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Installation Roundabout	Cover Memo	8/30/2022

REVIEWERS:

Department Reviewer	Action	Date
Engineering Amberger, Nick	Approved	8/30/2022 - 11:44 AM
Accounting Daniels, Bettye	Approved	8/31/2022 - 2:13 PM
Legal Kern, Chris	Approved	9/1/2022 - 2:50 PM
Legal Kern, Chris	Approved	9/1/2022 - 2:50 PM
Mayors Office Barber, James	Approved	9/1/2022 - 2:52 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Joel Daves

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, an
agreement, and any necessary amendments thereafter, between Spire-Gulf. A
copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Spire-Gulf

Project Name: McGregor Ave Widening from Airport Blvd to Dauphin Street and
Installation of a Roundabout at Dauphin Street
COM Project No. 2013-202-07 STPMB-7508(600)

Agreement: Non-Reimbursable Agreement for Relocation of Utility
Facilities on Private or Public Right-of-Way to be Performed
by State Contractor

Adopted:

City Clerk

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER STPMB-7508(600)
CITY NUMBER _____
CITY Mobile

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and SPINE GOLF, hereinafter referred to as the **UTILITY**

WITNESSETH

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. STPMB-7508(600) and consisting approximately of the following, McGregor Ave Widening from Airport Blvd to Dauphin Street and Installation of a Roundabout at Dauphin Street, and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated, and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same, and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense,

NOW, THEREFORE, the parties hereto agree as follows.

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

- 4 Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
- 6 By signing this contract, the **CITY** and **UTILITY** 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.
- 7 Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
- 9 The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
- 10 The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
- 11 Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 18 day of August, 2022

WITNESS:

[Signature]

BY

Spire Gulf
(Legal Name of Utility)

[Signature]
(Signature)

Karl H. Ficken
(Type or Printed Name)

General Manager
(Type or Printed Title)

2828 Dauphin St Mobile, AL
(Address)

(Address)

(Telephone)

RECOMMENDED FOR APPROVAL:

BY

[Signature]
CITY ENGINEER/ENGINEER-OF-RECORD

BY,

REGION ENGINEER

CITY OF _____

BY,

MAYOR

APPROVED

BY,

STATE LOCAL TRANSPORTATION ENGINEER

DATE



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Nick Amberger, PE. Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Joel Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Installation Roundabout	Cover Memo	8/30/2022

REVIEWERS:

Department Reviewer	Action	Date
Engineering Amberger, Nick	Approved	8/30/2022 - 11:45 AM
Accounting Daniels, Bettye	Approved	8/31/2022 - 2:13 PM
Legal Kern, Chris	Approved	9/1/2022 - 11:25 AM
Legal Kern, Chris	Approved	9/1/2022 - 11:25 AM
Mayors Office Barber, James	Approved	9/1/2022 - 2:27 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Joel Daves

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, an
agreement, and any necessary amendments thereafter, between Comcast Cable
Communication of Alabama. A copy of said executed contract will be on file in the
office of the City Clerk.

Name of Company: Comcast Cable Communication of Alabama

Project Name: McGregor Ave Widening from Airport Blvd to Dauphin Street and
Installation of a Roundabout at Dauphin Street
COM Project No. 2013-202-07 STPMB-7508(600)

Agreement: Non-Reimbursable Agreement for Relocation of Utility
Facilities on Private or Public Right-of-Way to be Performed
by State Contractor

Adopted:

City Clerk

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER STPMB-7508(600)
CITY NUMBER _____
CITY Mobile

THIS AGREEMENT is entered into by and between the **CITY** of Mobile,
acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and
COMCAST CABLE COMMUNICATION OF ALABAMA, hereinafter
referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile
CITY, Alabama, said project being designated as Project No. STPMB-7508(600) and
consisting approximately of the following: McGregor Ave Widening from Airport Blvd to Dauphin Street
and Installation of a Roundabout at Dauphin Street
_____; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where
they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the
construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own
expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the **CITY** and **UTILITY** 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.
7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 3RD day of AUGUST, 20 22.

WITNESS:

Dorothy M Lewis

Comcast Cable Communication of Alabama

(Legal Name of Utility)

BY:

John Dickerson
(Signature)

John Dickerson

(Type or Printed Name)

Construction Specialist

(Type or Printed Title)

3248 Springhill Ave

(Address)

Mobile, AL 36607

(Address)

(251) 348-2234

(Telephone)

RECOMMENDED FOR APPROVAL:

BY:

[Signature]
CITY ENGINEER/ENGINEER-OF-RECORD

BY:

REGION ENGINEER

CITY OF

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE:



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Joel Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Installation Roundabout	Cover Memo	8/30/2022

REVIEWERS:

Department Reviewer	Action	Date
Engineering Amberger, Nick	Approved	8/30/2022 - 11:45 AM
Accounting Daniels, Bettye	Approved	8/31/2022 - 2:12 PM
Legal Kern, Chris	Approved	9/1/2022 - 11:18 AM
Legal Kern, Chris	Approved	9/1/2022 - 11:18 AM
Mayors Office Barber, James	Approved	9/1/2022 - 2:27 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Joel Daves

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, an
agreement, and any necessary amendments thereafter, between Centurylink
Communications, LLC. A copy of said executed contract will be on file in the office
of the City Clerk.

Name of Company: Centurylink Communications, LLC.

Project Name: McGregor Ave Widening from Airport Blvd to Dauphin Street and
Installation of a Roundabout at Dauphin Street
COM Project No. 2013-202-07 STPMB-7508(600)

Agreement: Non-Reimbursable Agreement for Relocation of Utility
Facilities on Private or Public Right-of-Way to be Performed
by State Contractor

Adopted:

City Clerk

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER STPMB-7508(600)
CITY NUMBER _____
CITY Mobile

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and Centurylink Communications, LLC, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. STPMB-7508(600) and consisting approximately of the following: McGregor Ave Widening from Airport Blvd to Dauphin Street and Installation of a Roundabout at Dauphin Street _____; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the **CITY** and **UTILITY** 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.
7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 24th day of August, 2022.

WITNESS:

Rosa Redel

Centurylink Communications, LLC

(Legal Name of Utility)

BY:

James Parsons
(Signature)

James Parsons

(Type or Printed Name)

Sr. Network Implementation Program Manager

(Type or Printed Title)

113 Bayview Drive

(Address)

Daphne, AL 36526

(Address)

678-526-3767

(Telephone)

RECOMMENDED FOR APPROVAL:

BY:

Ray
CITY ENGINEER/ENGINEER-OF-RECORD

BY:

REGION ENGINEER

CITY OF _____

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE: _____



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Joel Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Installation Roundabout	Cover Memo	8/30/2022

REVIEWERS:

Department Reviewer	Action	Date
Engineering Amberger, Nick	Approved	8/30/2022 - 11:46 AM
Accounting Daniels, Bettye	Approved	8/31/2022 - 2:11 PM
Legal Kern, Chris	Approved	9/1/2022 - 2:51 PM
Legal Kern, Chris	Approved	9/1/2022 - 2:51 PM
Mayors Office Barber, James	Approved	9/1/2022 - 2:52 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Joel Daves

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, an
agreement, and any necessary amendments thereafter, between A T & T Alabama.
A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: A T & T Alabama

Project Name: McGregor Ave Widening from Airport Blvd to Dauphin Street and
Installation of a Roundabout at Dauphin Street
COM Project No. 2013-202-07 STPMB-7508(600)

Agreement: Non-Reimbursable Agreement for Relocation of Utility
Facilities on Private or Public Right-of-Way to be Performed
by State Contractor

Adopted:

City Clerk

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER STPMB-7508(600)
CITY NUMBER _____
CITY Mobile

THIS AGREEMENT is entered into by and between the **CITY** of Mobile,
acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and
AT&T ALABAMA, hereinafter
referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile
CITY, Alabama, said project being designated as Project No. STPMB-7508(600) and
consisting approximately of the following: McGregor Ave Widening from Airport Blvd to Dauphin Street
and Installation of a Roundabout at Dauphin Street
_____ ; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the **CITY** and **UTILITY** 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.
7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 1st day of AUGUST, 20 22.

WITNESS:

Scott L. Lewis

BY:

AT&T ALABAMA
(Legal Name of Utility)

Roger Michael Smith
(Signature)

Roger Michael Smith
(Type or Printed Name)

MANAGER OSP DESIGN
(Type or Printed Title)

2155 OLD SHELL RD
(Address)

MOBILE, AL 36607
(Address)

RECOMMENDED FOR APPROVAL:

251-591-6630
(Telephone)

BY:

[Signature]
CITY ENGINEER/ENGINEER-OF-RECORD

BY:

REGION ENGINEER

CITY OF _____

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE: _____



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order for additional cameras and hardware for Routeware garbage collection route management system.

General fund.

Amount of Contract:

\$21,030.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220826 Routeware Agenda Package POs	Cover Memo	8/26/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/1/2022 - 2:30 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>13479</u>	2022	(2090B) GARBAGE COLLECTION	ADDITIONAL CAMERAS AND HARDWARE FOR ROUTEWARE GARBAGE COLLECTION ROUTE MANAGEMENT SYSTEM (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$21,030.00	<u>(296885)</u> <u>ROUTEWARE INC</u>

Adopted:

City Clerk

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	===== Requisition 00013479-00 FY 2022 Acct No: 1000.40.20.2070.2090.2070.0000.0000.42200. Review: Buyer: Status: Approved	===== Page 1
---	---	-----------------

Vendor ROUTEWARE, INC. 16525 SW 72ND AVE. PORTLAND, OR 97224 UNITED STATES Tel#609.802.9644	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
--	--

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

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

General Notes

AS PER YOUR QUOTE -Q-02061-1, AND HGAC CONTRACT NO FL03-21.

001	REF OUR CONTRACT WITH ROUTEWARE DATED AUG 3, 2021. ACTUATOR KIT FOR HD ANDROID AND WINDOWS	2.00 EACH	105.00000	210.00
-----	---	--------------	-----------	--------

1	1000.40.20.2070.2090.2070.0000.0000.42200.			210.00
---	--	--	--	--------

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

002	CAMERA CONTROLLER (CAMERA NOT INCLUDED)	2.00 EACH	475.00000	950.00
-----	---	--------------	-----------	--------

1	1000.40.20.2070.2090.2070.0000.0000.42200.			950.00
---	--	--	--	--------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013479-00 FY 2022 Acct No: 1000.40.20.2070.2090.2070.0000.0000.42200. Review: Buyer: Status: Approved	Page 2
--	--	--------

Vendor
 ROUTEWARE, INC.
 16525 SW 72ND AVE.

PORTLAND, OR 97224
 UNITED STATES
 Tel#609.802.9644

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

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

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

003 STANDARD HD CAMERA FOR CAMERA CONTROLLER WITH CABLE	10.00 EACH	90.00000	900.00
---	------------	----------	--------

1 1000.40.20.2070.2090.2070.0000.0000.42200.			900.00
--	--	--	--------

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013479-00 FY 2022 Acct No: 1000.40.20.2070.2090.2070.0000.0000.42200. Review: Buyer: Status: Approved
--	--

Page 3

Vendor
 ROUTEWARE, INC.
 16525 SW 72ND AVE.

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

PORTLAND, OR 97224
 UNITED STATES
 Tel#609.802.9644

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

LN Description / Account	Qty	Unit Price	Net Price
004 MONITOR FOR CAMERA CONTROLLER	2.00 EACH	40.00000	80.00

1 1000.40.20.2070.2090.2070.0000.0000.42200. 80.00

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

005 CAMERA POWER KIT FOR WINDOWS TABLET	2.00 EACH	30.00000	60.00
--	--------------	----------	-------

1 1000.40.20.2070.2090.2070.0000.0000.42200. 60.00

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013479-00 FY 2022 Acct No: 1000.40.20.2070.2090.2070.0000.0000.42200. Review: Buyer: Status: Approved
--	--

Page 4

Vendor
 ROUTEWARE, INC.
 16525 SW 72ND AVE.

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

PORTLAND, OR 97224
 UNITED STATES
 Tel#609.802.9644

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

006 REVERSE CAMERA CONNECTOR KIT (ANDROID)	4.00 EACH	40.00000	160.00
--	--------------	----------	--------

1 1000.40.20.2070.2090.2070.0000.0000.42200.	160.00
--	--------

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

007 DUAL FACING HD DASH CAMERA (INTERIOR ONLY) FOR CAMERA CONTROLLER WITH CABLE	2.00 EACH	140.00000	280.00
---	--------------	-----------	--------

1 1000.40.20.2070.2090.2070.0000.0000.42200.	280.00
--	--------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013479-00 FY 2022 Acct No: 1000.40.20.2070.2090.2070.0000.0000.42200. Review: Buyer: Status: Approved	Page 5
--	--	--------

Vendor
 ROUTEWARE, INC.
 16525 SW 72ND AVE.

PORTLAND, OR 97224
 UNITED STATES
 Tel#609.802.9644

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

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

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

008 VIDEO SERVICE HARDWARE	28.00 EACH	450.00000	12600.00
----------------------------	---------------	-----------	----------

1 1000.40.20.2070.2090.2070.0000.0000.42200.	12600.00
--	----------

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013479-00 FY 2022 Acct No: 1000.40.20.2070.2090.2070.0000.0000.42200. Review: Buyer: Status: Approved	Page 6
--	--	--------

Vendor
 ROUTEWARE, INC.
 16525 SW 72ND AVE.

PORTLAND, OR 97224
 UNITED STATES
 Tel#609.802.9644

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

LN Description / Account	Qty	Unit Price	Net Price
009 DUAL FACING HD DASH CAMERA (INTERIOR ONLY), REINSTALL KIT (CAMERA NOT INCLUDED)	2.00 EACH	70.00000	140.00

1 1000.40.20.2070.2090.2070.0000.0000.42200. 140.00

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

010 CAMERA CONTROLLER, REINSTALL KIT (MDVR NOT INCLUDED)	2.00 EACH	85.00000	170.00
---	--------------	----------	--------

1 1000.40.20.2070.2090.2070.0000.0000.42200. 170.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013479-00 FY 2022 Acct No: 1000.40.20.2070.2090.2070.0000.0000.42200. Review: Buyer: Status: Approved	Page 7
--	--	--------

Vendor
 ROUTEWARE, INC.
 16525 SW 72ND AVE.

PORTLAND, OR 97224
 UNITED STATES
 Tel#609.802.9644

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

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

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

011 STANDARD HD CAMERA, REINSTALL KIT (CAMERA NOT INCLUDED)	2.00 EACH	40.00000	80.00
--	--------------	----------	-------

1 1000.40.20.2070.2090.2070.0000.0000.42200.			80.00
--	--	--	-------

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013479-00 FY 2022 Acct No: 1000.40.20.2070.2090.2070.0000.0000.42200. Review: Buyer: Status: Approved	Page 8
--	--	--------

Vendor
 ROUTEWARE, INC.
 16525 SW 72ND AVE.

PORTLAND, OR 97224
 UNITED STATES
 Tel#609.802.9644

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

LN Description / Account	Qty	Unit Price	Net Price
012 HEAVY DUTY TABLET 10", INSTALLATION KIT FOR SAMSUNG TAB ACTIVE PRO	2.00 EACH	150.00000	300.00

1 1000.40.20.2070.2090.2070.0000.0000.42200. 300.00

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

013 ACTUATOR SIGNAL INSTALLATION	2.00 EACH	150.00000	300.00
----------------------------------	--------------	-----------	--------

1 1000.40.20.2070.2090.2070.0000.0000.42200. 300.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013479-00 FY 2022 Acct No: 1000.40.20.2070.2090.2070.0000.0000.42200. Review: Buyer: Status: Approved	Page 9
--	--	--------

Vendor
 ROUTEWARE, INC.
 16525 SW 72ND AVE.

PORTLAND, OR 97224
 UNITED STATES
 Tel#609.802.9644

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

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

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

014 VEHICLE INSTALLATION	4.00 EACH	300.00000	1200.00
--------------------------	--------------	-----------	---------

1 1000.40.20.2070.2090.2070.0000.0000.42200.	1200.00
--	---------

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

=====	=====
Bill To	Requisition 00013479-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 10
=====	=====

Vendor
ROUTEWARE, INC.
16525 SW 72ND AVE.

PORTLAND, OR 97224
UNITED STATES
Tel#609.802.9644

Ship To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

-----	-----
Date Ordered	Vendor Number
07/29/22	296885
Date Required	Ship Via
Terms	Department
	GARBAGE COLLECTION
-----	-----

LN Description / Account	Qty	Unit Price	Net Price
015 CAMERA SYSTEM INSTALLATION	4.00 EACH	300.00000	1200.00

1 1000.40.20.2070.2090.2070.0000.0000.42200. 1200.00

Ship To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

016 ADDITIONAL CAMERA INSTALLATION	12.00 EACH	150.00000	1800.00
------------------------------------	---------------	-----------	---------

1 1000.40.20.2070.2090.2070.0000.0000.42200. 1800.00

Ship To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013479-00 FY 2022 Acct No: 1000.40.20.2070.2090.2070.0000.0000.42200. Review: Buyer: Status: Approved
--	--

Page 11

Vendor
 ROUTEWARE, INC.
 16525 SW 72ND AVE.

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

PORTLAND, OR 97224
 UNITED STATES
 Tel#609.802.9644

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

LN Description / Account	Qty	Unit Price	Net Price
PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

017 BACKUP CAMERA AUTO TRIGGER INSTALLATION	4.00 EACH	150.00000	600.00
--	--------------	-----------	--------

1 1000.40.20.2070.2090.2070.0000.0000.42200.	600.00
--	--------

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Requisition Link

Requisition Total	21030.00
-------------------	----------

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.42200.	21030.00	260692.10
SANITATION EXP	PROFESSIONAL & TECHNICAL	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013479-00 FY 2022 Acct No: 1000.40.20.2070.2090.2070.0000.0000.42200. Review: Buyer: Status: Approved
--	--

Page 12

Vendor
 ROUTEWARE, INC.
 16525 SW 72ND AVE.

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

PORTLAND, OR 97224
 UNITED STATES
 Tel#609.802.9644

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

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

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

Activity	Date	Clerk	Comment
Approved	07/29/22	KINA ANDREWS	
Approved	07/29/22	JAMES DELAPP	Auto approved by: 910515803
Approved	07/29/22	MARC VASSALLO	Auto approved by: 910515803
Approved	08/26/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	08/26/22	DONALD ROSE	
Approved	08/26/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	08/26/22	JOHN PAINE	Auto approved by: 910516727

Authorized By: _____ Date: _____
 Signature

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Routeware, Inc. - Public Services - ID: 6308

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Routeware, Inc., hereinafter referred to as the Contractor, having its principal place of business at 16525 SW 72nd Avenue, Portland, OR 97224.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Mar 01 2021 and ends Feb 28 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any

subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases

Contractors may request a price increase after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and

policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 35: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 36: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 37: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 38: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 39: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 40: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 41: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 42: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable.

For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 43: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Agreement will be bound by the foregoing terms and conditions.

ARTICLE 44: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 45: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 46: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 47: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 48: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

ARTICLE 49: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement (“Agreement”) between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

SIGNATURES:

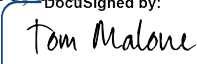
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Routeware, Inc. - Public Services - ID: 6308

Routeware, Inc.

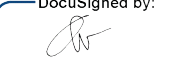
DocuSigned by:
Signature 
9CD063A5A28F402...

Name Tom Malone

Title CEO

Date 3/3/2021

H-GAC

DocuSigned by:
Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 3/3/2021

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Routeware, Inc. - Public Services - 6308

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement ("EUA") with the Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to 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., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ,000 and not more than ,000 for each such failure.

ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Attachment A
Routeware, Inc.
Fleet Services Equipment
Contract No. FL03-21

Applicable items are the catalogs listed in the table below, as well as any pricing documents included in the awardee's bid response.

Product Code	Manufacturer	Description	Specific System / Solution Price
FL21G04	Routeware	<u>"Basic" solution (route management solution for solid waste programs):</u> per vehicle license, priced as a single vehicle; home office license; web based fleet management; cloud hosted; GPS; real-time; cellular (CDMA & GSM/GPRS); light duty vehicle applications; Xirgo XT-2050C GPS transponder-cellular modem (OBDII interface); home office software includes dashboards, reports, mapping, route playback, geofencing, breadcrumb trails; vehicle proximity to landmarks and addresses; Alerts & notifications include speeding, idling, engine on/off, mileage, time	Standard "Basic" solution: \$338 (inclusive of GPS unit with associated standard wiring, cabling, etc., applicable base software, as well as 12 months of support)
FL21G05	Routeware	<u>"Premium" solution (route management solution for solid waste programs):</u> per vehicle license, priced as a single vehicle; home office license; web based fleet management; operations efficiency; cloud hosted and onsite server options; inclusive of Basic solution features; GPS; real-time; cellular (CDMA & GSM/GPRS); light duty vehicle applications; Sierra Wireless GX400 GPS transponder-cellular modem (OBDIII interface); touch screen computer options; driver records pickups, skips, extras, timers, comments; turn-by-turn directions; route based or work order based; home office software includes: dashboards, route management, work order management, alerts, driver messaging interface, route details, customer service, mapping, reporting; mapping functionality includes: breadcrumb trails, route playback, geofencing, proximity to landmarks and addresses; alerts and notifications include speeding, idling, engine on/off, mileage, time, behind schedule, off route, timers	Standard "Premium" solution: \$3,116 (inclusive of GPS/onboard computer unit with full install kit (standard cabling, wiring, etc.) as well as the base perpetual software license; requires Routeware Control Center licensing (\$15k...\$188/vehicle after first 15)

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

November 5, 2021

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from H-GAC related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that H-GAC or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,


Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Galls LLC for 93 body-armor carrier vests for MPD.

General fund.

Amount of Contract:

\$20,553.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220825 Galls Agenda Package POs	Cover Memo	8/29/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/1/2022 - 2:29 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>11937</u>	2022	(1530) POLICE ADMIN SERVICES	93 BODY-ARMOR CARRIER-VESTS FOR MPD (BUY BOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$20,553.00	<u>(70216) GALLS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011937-00 FY 2022 PO 22013359 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44070. Review: Buyer: Status: Converted	Page 1
--	--	--------

Vendor
GALLS LLC
P O BOX 71628

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

CHICAGO, IL 60694-1628

MOBILE, AL 36606

Tel#859-266-7227
Fax 859-269-3492

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	VEST PROTECTIVE, CARRIER ONLY, POINT BLANK BODY ARMOR, EXTERNAL, LAPD NAVY, SIZES: XS - 2XL LENGTH: SHORT, REGULAR, LONG, X LONG, GUARDIAN GEN 3 CARRIER, BADGE-CROSS BUTTONS, 1ST INITIAL LAST NAME (SILVER LETTERS), BACK ID PANEL TO READ: POLICE (SILVER LETTERS), VENDOR TO PROVIDE: MFT MODEL #FRONT GDF_000JFR, GDF_000JFL, MOLLE NO ZIPPER COVER, BACK GDB_000JBK, TOP LOAD NO MOLLE. CONFIGURED FOR MOBILE POLICE DEPARTMENT. AS PER BUY BOARD CONTRACT #670-22. Additional Description Notes ----- PAUL PRINE WILLIAM JACKSON MELVIN JONES WILLIAM REED LINDA TIMS MATTHEW GARRETT BILLIE ROWLAND RODNEY GREELEY JONATHAN LEE JIMMY BAILEY SEAN BLACK RONALD BROWN CHARLES DEGEER	93.00 EACH	221.00000	20553.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011937-00 FY 2022 PO 22013359 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44070. Review: Buyer: Status: Converted	Page 2
--	--	--------

Vendor
GALLS LLC
P O BOX 71628

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

CHICAGO, IL 60694-1628

MOBILE, AL 36606

Tel#859-266-7227
Fax 859-269-3492

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	WILLIAM HUDSON			
	MATTHEW JAMES			
	THEODORE JOHNSON			
	STANLEY LADNIER			
	LEE PIERCE			
	BRIAN REEHER			
	LOUIS SCREWS			
	KENDALL STERRETT			
	THOMAS TERRELL			
	PAUL ALFORD			
	JEFFERY BOOTH			
	ARMAND CAMPBELL			
	JEFFERY CORLEY			
	JUDD CREPEAU			
	JOHN FORWARD			
	JOHN GOODWIN			
	JOSHUA JOERGER			
	MICHAEL KELLEY			
	REGINALD LAMBERT			
	JAMES MANNING			
	JEREMY MARCH			
	JOHN MOLYNEUX			
	DENNIS OWENS			
	TERENCE PERKINS			
	CHRIS REED			
	JERALD RIPPLE			
	CHARLES ROGERS			
	DONAVAN TAYLOR			
	LATONYA TAYLOR			
	BENJAMIN TOWARNYCKYJ			
	NICHOLAS VEGLIACHICH			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011937-00 FY 2022 PO 22013359 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44070. Review: Buyer: Status: Converted	Page 3
--	--	--------

Vendor GALLS LLC P O BOX 71628	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET
--------------------------------------	--

CHICAGO, IL 60694-1628

MOBILE, AL 36606

Tel#859-266-7227
Fax 859-269-3492

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	WILLIAM WALKER			
	PAUL WORKMAN			
	NOAH ANDERSON			
	AARON ATKINS			
	RICHARD BETTNER			
	RYAN BLAKELY			
	JASON BULLOCK			
	JEREMY BURCH			
	JOHN CANNING			
	SHAUN CHRISTIAN			
	RICHARD CURD			
	SCOTT DAVIS			
	MATTHEW DEGEER			
	STEVE HASSELL			
	MARCUS HOWELL			
	JOHN JACKSON			
	BRYAN JOHNSON			
	NATHANIEL MCCARTY			
	DAVID MCMEANS			
	CHARLES MILLER			
	SHONEE MINGO			
	PAUL ONDERDONK			
	JERMAINE ROGERS			
	SHAWN SCHLUMPF			
	HENRY SIECK			
	ARCHIE TOWNSEND			
	GEORGE BUSBY			
	MATTHEW BUTLER			
	JACQUELINE CHESTANG			
	TERRY CLARK			
	CHARLES DEWBERRY			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011937-00 FY 2022 PO 22013359 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44070. Review: Buyer: Status: Converted	Page 4
--	--	--------

Vendor
GALLS LLC
P O BOX 71628

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

CHICAGO, IL 60694-1628

MOBILE, AL 36606

Tel#859-266-7227
Fax 859-269-3492

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	DAVID DRAIME RORY GRAVES NATHAN JONES BRITTNEY LATNER ALEX LOTT BLAKELY MILES JULIUS NETTLES BRADFORD PENTON IAN REBHORN DAVID REYES RONALD ROBINSON JOHN SCROGGINS JAMAL SLAUGHTER RILEY STEWART SR ALBERT WHITE Vendor Item Inventory Item/Loc 15279			

1 1000.30.15.1530.1542.1530.0000.0000.44070. 20553.00

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011937-00 FY 2022 PO 22013359 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44070. Review: Buyer: Status: Converted	Page 5
--	--	--------

Vendor
GALLS LLC
P O BOX 71628

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

CHICAGO, IL 60694-1628

MOBILE, AL 36606

Tel#859-266-7227
Fax 859-269-3492

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	070216				POLICE ADMIN SERVICES

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				20553.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.44070.	20553.00	913264.35
SUPPORT SERVICE DIV EXP UNIFORMS		

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

Activity	Date	Clerk	Comment
Approved	06/29/22	TAMMY BROADHEAD	Auto approved by: 910519622
Approved	06/29/22	STEPHANIE DURGIN	

Authorized By: _____ Date: _____
Signature

4/28/2022

Sent Via Email: smeltzer-amelia@galls.com

Amelia Smeltzer
Galls, LLC
1340 Russell Cave Rd.
Lexington, KY 40505

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 670-22, Uniforms and Accessories

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2022 through May 31, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 670-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,



Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Rachel Laurie Riddle
Chief Examiner

November 5, 2021

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Buyboard related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing BuyBoard, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exists. *Id.*

Should the Department receive notice that BuyBoard or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,


Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Siteone Landscape Supply LLC for Rainbird irrigation controllers, sensors, cartridges, and cabinets for various parks.
General fund.

Amount of Contract:

\$19,720.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220829 Siteone Agenda Package POs	Cover Memo	8/29/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/1/2022 - 2:31 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>12030</u>	2022	(2012) PARKS MAINTENANCE	RAINBIRD IRRIGATION CONTROLLERS, SENSORS, CARTRIDGES, & CABINETS FOR VARIOUS PARKS (SEALED BID 5719)	\$19,720.00	(<u>293780</u>) <u>SITEONE</u> <u>LANDSCAPE</u> <u>SUPPLY LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012030-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Approved	Page 1
--	--	--------

Vendor
 SITEONE LANDSCAPE SUPPLY LLC
 1560 CODY ROAD SOUTH

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

MOBILE, AL 36695

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Tel#251-639-1565
 Fax 251-666-5996

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
06/30/22	293780				PARKS MAINTENANCE

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

General Notes

001	IRRIGATION SYS/SUP/PART/ACC: IQ NETWORK COMM CARTRIDGE-ETHERNET, SITEONE## IQNCEN. ...FOR COOPER RIVERSIDE PARK Vendor Item	4.00 EACH	1150.00000	4600.00
-----	---	--------------	------------	---------

1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			4600.00
---	---	--	--	---------

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	IRRIGATION SYS/SUP/PART/ACC: RAIN BIRD CONTROLLER NEXT GEN TRADITIONALLY WIRED INDOOR/OUTDOOR 12 PLASTIC WALL MOUNT ENCLOSURE, SITEONE## ESPLXME2..FOR COOPER	4.00 EACH	480.00000	1920.00
-----	---	--------------	-----------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012030-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Approved	Page 2
--	--	--------

Vendor SITEONE LANDSCAPE SUPPLY LLC 1560 CODY ROAD SOUTH MOBILE, AL 36695 Tel#251-639-1565 Fax 251-666-5996	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
06/30/22	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			1920.00
	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			
003	IRRIGATION SYS/SUP/PART/ACC: RAIN BIRD RAIN/FREEZE SENSOR WIRELESS W/CONTROLLER INTERFACE, SITEONE## WR2RFC. FOR COOPER RIVERSIDE PARK Vendor Item	4.00 EACH	65.00000	260.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			260.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012030-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Approved	Page 3
--	--	--------

Vendor SITEONE LANDSCAPE SUPPLY LLC 1560 CODY ROAD SOUTH MOBILE, AL 36695 Tel#251-639-1565 Fax 251-666-5996	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
06/30/22	293780				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			
004	IRRIGATION SYS/SUP/PART/ACC: CATHEDRAL SQUARE--IQ NETWORK COMM CARTRIDGE-ETHERNET SITEONE## IQNCEN Vendor Item	1.00 EACH	1150.00000	1150.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			1150.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012030-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Approved	Page 4
--	--	--------

Vendor SITEONE LANDSCAPE SUPPLY LLC 1560 CODY ROAD SOUTH MOBILE, AL 36695 Tel#251-639-1565 Fax 251-666-5996	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
06/30/22	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
005	IRRIGATION SYS/SUP/PART/ACC:CATHEDRAL SQUARE: RAIN BIRD CONTROLLER NEXT GEN TRADITIONALLY WIRED INDOOR/OUTDOOR 12 STATION PLASTIC WALL MOUNT ENCLOSURE, SITEONE## ESPLXME2 Vendor Item	1.00 EACH	480.00000	480.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			480.00
	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			
006	IRRIGATION SYS/SUP/PART/ACC: CATHEDRAL--RAIN BIRD RAIN/FREEZE	1.00 EACH	65.00000	65.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012030-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Approved
--	--

Page 5

Vendor
 SITEONE LANDSCAPE SUPPLY LLC
 1560 CODY ROAD SOUTH

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

MOBILE, AL 36695

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Tel#251-639-1565
 Fax 251-666-5996

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
06/30/22	293780				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
SENSOR WIRELESS W/CONTROLLER INTERFACE, SITEON## WR2RFC Vendor Item			
1 2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			65.00
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			
007 IRRIGATION SYS/SUP/PART/ACC: BIENVILLE SQUARE--IQ NETWORK COMM CARTRIDGE-ETHERNET, SITEONE## IQCCEN Vendor Item	1.00 EACH	1150.00000	1150.00
1 2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			1150.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012030-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Approved	Page 6
--	--	--------

Vendor SITEONE LANDSCAPE SUPPLY LLC 1560 CODY ROAD SOUTH MOBILE, AL 36695 Tel#251-639-1565 Fax 251-666-5996	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
06/30/22	293780				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			
008	IRRIGATION SYS/SUP/PART/ACC: BIENVILLE SQUARE--RAIN BIRD CONTROLLER NEXT GEN TRADITIONALLY WIRED INDOOR/OUTDOOR 12 STATION PLASTIC WALL MOUNT ENCLOSURE, SITEONE## ESPLXME2 Vendor Item	1.00 EACH	480.00000	480.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			480.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012030-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Approved	Page 7
--	--	--------

Vendor SITEONE LANDSCAPE SUPPLY LLC 1560 CODY ROAD SOUTH MOBILE, AL 36695 Tel#251-639-1565 Fax 251-666-5996	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
06/30/22	293780				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			
009	IRRIGATION SYS/SUP/PART/ACC: BIENVILLE SQUARE--RAIN BIRD RAIN/FREEZE SENSOR WIRELESS W/CONTROLLER INTERFACE, SITEONE# WR2RFC Vendor Item	1.00 EACH	65.00000	65.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			65.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012030-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Approved
--	--

Page 8

Vendor
 SITEONE LANDSCAPE SUPPLY LLC
 1560 CODY ROAD SOUTH

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

MOBILE, AL 36695

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Tel#251-639-1565
 Fax 251-666-5996

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
06/30/22	293780				PARKS MAINTENANCE

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

010 IRRIGATION SYS/SUP/PART/ACC: MARDI GRAS PARK--IQ NETWORK COMM CARTRIDGE-ETHERNET, SITEONE## IQCCEN Vendor Item	1.00 EACH	1150.00000	1150.00
--	--------------	------------	---------

1 2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.	1150.00
---	---------

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

011 IRRIGATION SYS/SUP/PART/ACC: RAIN BIRD CONTROLLER NEXT GEN TRADITIONALLY WIRED INDOOR/OUTDOOR	1.00 EACH	480.00000	480.00
---	--------------	-----------	--------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012030-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Approved	Page 9
--	--	--------

Vendor SITEONE LANDSCAPE SUPPLY LLC 1560 CODY ROAD SOUTH MOBILE, AL 36695 Tel#251-639-1565 Fax 251-666-5996	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
06/30/22	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	12 STATION PLASTIC WALL MOUNT ENCLOSURE, SITEONE## ESPLXME2 Vendor Item 2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			480.00
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				
012	IRRIGATION SYS/SUP/PART/ACC: MARDI GRAS PARK: RAIN BIRD RAIN/FREEZE SENSOR WIRELESS W/CONTROLLER INTERFACE, SITEONE## WR2FRC Vendor Item	1.00 EACH	65.00000	65.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			65.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012030-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Approved	Page 10
--	--	---------

Vendor SITEONE LANDSCAPE SUPPLY LLC 1560 CODY ROAD SOUTH MOBILE, AL 36695 Tel#251-639-1565 Fax 251-666-5996	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
06/30/22	293780				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			
013	IRRIGATION SYS/SUP/PART/ACC: SPANISH PLAZA--IQ NETWORK COMM CARTRIDGE-ETHERNET, SITEONE## IQNCEN Vendor Item	4.00 EACH	1150.00000	4600.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			4600.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012030-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Approved
--	--

Page 11

Vendor
 SITEONE LANDSCAPE SUPPLY LLC
 1560 CODY ROAD SOUTH

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

MOBILE, AL 36695

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Tel#251-639-1565
 Fax 251-666-5996

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
06/30/22	293780				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

014 IRRIGATION SYS/SUP/PART/ACC: SPANISH PLAZA--RAIN BIRD CONTROLLER NEXT GEN TRADITIONALLY WIRED INDOOR/OUTDOOR 12 STATION PLASTIC WALL MOUNT ENCLOSURE, SITEONE## ESPLXME2 Vendor Item	4.00 EACH	480.00000	1920.00
--	--------------	-----------	---------

1 2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.	1920.00
---	---------

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

015 IRRIGATION SYS/SUP/PART/ACC:SPANISH	4.00 EACH	65.00000	260.00
--	--------------	----------	--------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012030-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Approved	Page 12
--	--	---------

Vendor
 SITEONE LANDSCAPE SUPPLY LLC
 1560 CODY ROAD SOUTH

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

MOBILE, AL 36695

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Tel#251-639-1565
 Fax 251-666-5996

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
06/30/22	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	PLAZA--RAIN BIRD RAIN/FREEZE SENSOR WIRELESS W/CONTROLLER INTERFACE, SITEONE## WR2RFC Vendor Item			

1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			260.00
---	---	--	--	--------

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

016	IRRIGATION SYS/SUP/PART/ACC: RAIN BIRD METAL CABINET FOR ESPLX CONTROLLER, SITEONE## LXMM Vendor Item	1.00 EACH	450.00000	450.00
-----	--	--------------	-----------	--------

1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			450.00
---	---	--	--	--------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012030-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Approved	Page 13
--	--	---------

Vendor SITEONE LANDSCAPE SUPPLY LLC 1560 CODY ROAD SOUTH MOBILE, AL 36695 Tel#251-639-1565 Fax 251-666-5996	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
06/30/22	293780				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			
017	IRRIGATION SYS/SUP/PART/ACC: RAIN BIRD METAL PEDESTAL FOR ESPLX CONTROLLER, SITEONE## LXMPED Vendor Item	1.00 EACH	625.00000	625.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			625.00
	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			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012030-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Approved	Page 14
--	--	---------

Vendor
 SITEONE LANDSCAPE SUPPLY LLC
 1560 CODY ROAD SOUTH

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

MOBILE, AL 36695

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Tel#251-639-1565
 Fax 251-666-5996

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
06/30/22	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	48 N. SAGE AVE. MOBILE, AL 36607			

Requisition Link

Requisition Total 19720.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0500 .OPERSUPPLS.	19720.00	147266.56

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	19720.00	
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
CCancelled	08/29/22	JAMES NEESE JR	GL Allocation, GL Allocation,
Approved	07/01/22	DANIEL OTTO	
Approved	08/29/22	DANIEL OTTO	
Approved	07/01/22	BRENDA RHODES	
Approved	07/01/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/01/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/29/22	BRENDA RHODES	
Approved	08/29/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/29/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/29/22	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	08/29/22	DONALD ROSE	Auto approved by: 910514396
Approved	08/29/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	08/29/22	JOHN PAINE	Auto approved by: 910514396

ANALYSIS

REQ # 12030

BID #5719

11 EACH IQ NETWORK COMM CARTRIDGE-ETHERNET, REF:SITEONE #IQNCCEN.

SITEONE EACH PRICE \$ 1150.00

FIS EACH PRICE \$ 1151.0614

11 EACH RAIN BIRD CONTROLLER NEXT GEN TRADITIONALLY WIRED INDOOR/OUTDOOR

12 PLASTIC WALL MOUNT ENCLOSURE, REF: SITEONE #ESPLXME2.

SITEONE EACH PRICE \$ 480.00

FIS EACH PRICE \$ 486.9628

11 EACH RAIN BIRD RAIN/FREEZE SENSOR WIRELESS W/CONTROLLER INTERFACE,
REF: SITEONE #WR2RFC.

SITEONE EACH PRICE \$ 65.00

VIA LOCAL
PREFERENCE

FIS EACH PRICE \$ 64.98

1 EACH RAIN BIRD METAL CABINET FOR ESPLX CONTROLLER, REF:SITEONE #LXMM

SITEONE EACH PRICE \$ 450.00

FIS EACH PRICE \$ 467.84

1 EACH RAIN BIRD METAL PEDESTAL FOR ESPLX CONTROLLER, REF:SITEONE #LXMMPED

SITEONE EACH PRICE \$ 625.00

FIS EACH PRICE \$ 650.00

PRICES MUST BE STATED ON THESE RFQ SHEETS.

BID SHEET

This is Not an Order

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

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

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Friday, August 26, 2022

259

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid. Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

Page_____ of _____

261

BID #5719

11 EACH IQ NETWORK COMM CARTRIDGE-ETHERNET, REF:SITEONE #IQNCCEN.

EACH PRICE _____

11 EACH RAIN BIRD CONTROLLER NEXT GEN TRADITIONALLY WIRED INDOOR/OUTDOOR
12 PLASTIC WALL MOUNT ENCLOSURE, REF: SITEONE #ESPLXME2.

EACH PRICE _____

11 EACH RAIN BIRD RAIN/FREEZE SENSOR WIRELESS W/CONTROLLER INTERFACE,
REF: SITEONE #WR2RFC.

EACH PRICE _____

1 EACH RAIN BIRD METAL CABINET FOR ESPLX CONTROLLER, REF:SITEONE #LXMM

EACH PRICE _____

1 EACH RAIN BIRD METAL PEDESTAL FOR ESPLX CONTROLLER, REF:SITEONE #LXMPED

EACH PRICE _____

PRICES MUST BE STATED ON THESE RFQ SHEETS.



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:9/13/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for 21 Apple iPad Pro tablets with cases for MPRD.

General fund.

Amount of Contract:

\$27,998.67

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220829 CDW Agenda Package POs	Cover Memo	8/31/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/1/2022 - 2:28 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>14196</u>	2022	(2012) PARKS MAINTENANCE	21 APPLE IPAD PRO TABLETS WITH CASES FOR MPRD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT AT PRICE LESS THAN STATE CONTRACT)	\$27,998.67	<u>(272932) CDW GOVERNMENT LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014196-00 FY 2022 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 1
--	---	--------

Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	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
08/19/22	272932				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001	PER SOURCEWELL #081419-CDW TECH CATALOG ITEM: Apple 11 inch iPad Pro wi Fi Cellular 3rd generation tablet 256 GB Supplier Part No: 6512884 Manufacturer Part No: MHMW3LL/A Manufacturer Name: APPLE IPAD Supplier Quote No: 37171 NIGP: UNSPSC: 43211509	21.00 EACH	1099.69000	23093.49
-----	---	---------------	------------	----------

1	1000.40.20.2030.2012.2005.0000.0000.44020.			23093.49
---	--	--	--	----------

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	ITEM: CDW Product Protection Premium 3 Years iPad Supplier Part No: 6027449 Manufacturer Part No:	21.00 EACH	158.69000	3332.49
-----	---	---------------	-----------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014196-00 FY 2022 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 2
--	---	--------

Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	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
08/19/22	272932				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	CDW2000IPDUCAD36D Manufacturer Name: Safeware Supplier Quote No: 37171 NIGP: UNSPSC: 43000000			
1	1000.40.20.2030.2012.2005.0000.0000.44020.			3332.49
	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			
003	ITEM: OtterBox Defender Series Pro back cover for tablet Supplier Part No: 6542288 Manufacturer Part No: 77-82262 Manufacturer Name: OtterBox Supplier Quote No: 37171 NIGP: UNSPSC: 53121705	21.00 EACH	74.89000	1572.69
1	1000.40.20.2030.2012.2005.0000.0000.44020.			1572.69

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014196-00 FY 2022 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 3
--	---	--------

Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	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
08/19/22	272932				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 27998.67

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

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.44020.	27998.67	6586.93
PARKS MAINTENANCE EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	08/19/22	DANIEL OTTO	
Approved	08/29/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	08/29/22	DONALD ROSE	Approved by: 9105fo1a
Approved	08/29/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	08/29/22	JOHN PAINE	Auto approved by: 910516727
Approved	08/29/22	MICHAEL SPAFFORD	Auto approved by: 910516727



CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Products & Services

[Contract Documents](#)[Pricing](#)[Contact Information](#)[Buy Sourcewell](#)

Products & Services

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

Additional information can be found on the vendor-provided, nongovernment website at:

cdwg.com/sourcewell

 [Locate your local dealer or representative](#) 

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

[General Contracts](#)[eziQC Contracts](#)

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

Category		Brands	CDW-G Contract 081419 CDW Discounts effective 12/1/2019
A	Accessories (A)	All Brands Excluding Apple	7.50%
B	Power, Cooling & Racks (B)	All Brands Excluding Apple	3.50%
C	Desktop Computers (C)	All Brands Excluding Apple	3.75%
D	Data Storage/Drives (D)	All Brands Excluding Apple	4.50%
E	Enterprise Storage (E)	All Brands Excluding Apple	7.75%
F	Point of Sale/Data Capture (F)	All Brands Excluding Apple	5.00%
H	Servers & Server Management (H)	All Brands Excluding Apple	5.25%
L	Notebook/Mobile Devices (L)	All Brands Excluding Apple	4.25%
N	NetComm Products (N)	All Brands Excluding Apple	9.00%
O	Carts and Furniture (O)	All Brands Excluding Apple	5.25%
P	Printing & Document Scanning (P)	All Brands Excluding Apple	3.25%
Q	Services (Partner Delivered) (Q)	All Brands Excluding Apple	7.25%
S	Software (S)	All Brands Excluding Apple	5.25%
T	Collaboration Hardware (T)	All Brands Excluding Apple	10.00%
V	Video & Audio (V)	All Brands Excluding Apple	7.00%
W	Cables (W)	All Brands Excluding Apple	13.00%
Q/WA	Warranties-Product Protection (WA)	All Brands Excluding Apple	7.50%
T/PB	Video Hardware (PB)	All Brands Excluding Apple	3.00%
V/IW	Interactive Whiteboards (IW)	All Brands Excluding Apple	0.00%
V/VT	Interactive Flat Panel Display (VT)	All Brands Excluding Apple	9.00%
L/NB/CBK	Chromebooks (CBK)	All Brands Excluding Apple	3.00%
S/NU/GCH	Google Chrome Management SaaS (GCH)	All Brands Excluding Apple	0.00%
All	All Categories	Apple	0.50%
	Amazon Web Services (AWS)	Amazon	0.00%
All Other	All Other Categories	All Brands	0.00%

2020-2021 CDW-G Professional Services Hourly Rates

Sourcewell Contract 081419-CDW

This Rate Sheet is intended to provide a baseline for pricing CDW Professional Services.

Role/Description	Hourly Rate (Maximum)
Associate Consulting Engineer	\$175
Consulting Engineer	\$215
Senior Consulting Engineer	\$225
Technical Lead/Principal Consulting Engineer	\$255
Enterprise Consulting Architect	\$255
Business Consulting Analyst	\$245
Project Administrator	\$165
Project Manager	\$210
Senior Project Manager	\$215
Enterprise Project Manager, PMO Lead	\$230
Program Manager	\$230
Technical Architect	\$350

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

November 5, 2021

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to “public works,” as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department’s review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell’s competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Asplundh Tree Expert LLC for tree limb removal and trimming, and tree removal on Dauphin St.

General fund.

Amount of Contract:

\$109,000.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220831 Asplundh Agenda Package POs	Cover Memo	8/31/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/1/2022 - 2:28 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>14391</u>	2022	(2018) FORESTRY	TREE AND TREE-LIMB REMOVAL/TRIMMING ON DAUPHIN ST (SEALED BID 5701)	\$109,000.00	(<u>295712</u>) <u>ASPLUNDH TREE</u> <u>EXPERT LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014391-00 FY 2022 Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 ASPLUNDH TREE EXPERT LLC
 708 BLAIR MILL ROAD

WILLOW GROVE, PA 19090

Tel#215-784-1372

Ship To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605
 PETER.TOLER@CITYOFMOBILE.ORG

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/22	295712				FORESTRY

LN Description / Account	Qty	Unit Price	Net Price
001 TREE LIMB REMOVAL, TRIMMING, AND TREE REMOVAL ON DAUPHIN ST FROM CANADIAN NATIONAL RAILROAD CROSSING WEST TO MCGREGOR AVE TO INCLUDE THE SERVICE ROAD THAT ARE BETWEEN THE 2 ABOVE END POINTS. AS PER MY BID #5701 AND YOUR QUOTE	1.00 EACH	109000.00000	109000.00

1 1000.40.20.2070.2018.2070.0000.0000.42070. 109000.00

Ship To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Requisition Link

Requisition Total 109000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070.		
FORESTRY EXP	109000.00	76849.93
CONTRACT LABOR		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014391-00 FY 2022 Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Approved	Page 2
---	---	--------

Vendor
 ASPLUNDH TREE EXPERT LLC
 708 BLAIR MILL ROAD

WILLOW GROVE, PA 19090

Tel#215-784-1372

Ship To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605
 PETER.TOLER@CITYOFMOBILE.ORG

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/22	295712				FORESTRY

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

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

Activity	Date	Clerk	Comment
Approved	08/26/22	KINA ANDREWS	Auto approved by: 910518527
Approved	08/26/22	JAMES DELAPP	
Approved	08/26/22	MARC VASSALLO	Auto approved by: 910518527
Approved	08/29/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	08/29/22	DONALD ROSE	Auto approved by: 9105paij
Approved	08/29/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/29/22	JOHN PAINE	
Approved	08/29/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5701
TREE LIMB AND TREE REMOVAL

CHRIS FRANCIS TREE CARE	\$242,000.00
ASPLUNDH TREE EXPERT	\$109,000.00

BID SHEET

This is Not an Order

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

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

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, THURSDAY, JULY 14, 2022

281

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The **right** is reserved to **reject** any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. **PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.**
10. **BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.**
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors **are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.** See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Questions should be sent to purchasing@cityofmobile.org Do Not Direct Questions to Departments. Questions posed Directly to Departments and Answers received are not official and will not be honored. Only Questions and Answers delivered through the purchasing@cityofmobile.org will be official and honored. Questions involving the bid specifications will Not be answered within 48 hours of the bid opening. You need to ask your questions early on, as soon as possible. City of Mobile Business License Required. Successful vendor will be required to obtain prior to issuance of City of Mobile Purchase Order. TO BE AWARDED ON AN ALL OR NONE BASIS.					
			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 completed order.

SPECIFICATIONS FOR DAUPHIN STREET PRUNING AND REMOVAL

I. SCOPE OF WORK

A. – BASE BID

1. **Tree Pruning:** Prune trees along the specified roadway to a height of sixteen feet (16') from the road surface and remove all dead branches, preserving natural crown shapes where feasible. For this bid, the specified roadway is:

DAUPHIN STREET and its service roads (both sides) from its intersection at Canadian National Railroad crossing west to the intersection with MCGREGOR AVENUE.

2. **Tree Removal:** Remove all trees in the right-of-way along the specified roadway above, marked by the City for removal, that show advanced biological issues, those that are structurally weak, and those that risk failure if pruned to required specifications. Work shall include removal of both the tree and the stump.

B. – TO INCLUDE

1. **Tree Pruning over Sidewalks:** Prune branches over the sidewalk to a height of seven feet (7') along the specified roadways above.

GENERAL FOR ALL:

Debris Hauling: Vendor responsible to Remove all debris associated with tree pruning and/or removal activities.

Traffic Control: Vendor responsible to Provide and implement a traffic control plan.

II. QUALIFICATIONS AND STANDARDS

A. CONTRACTOR QUALIFICATIONS

1. Contractor shall have an ISA Certified Arborist on staff. ISA Certified Arborist must be on site, providing daily guidance for quality control.
2. Contractor shall have at least five (5) years of experience as a contractor in the field of urban forestry maintenance work.

3. Contractor's field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.).
4. Contractor must have uniformed staff and identifiable equipment.
5. Contractor must be able to demonstrate to City, upon request, adequate resources, equipment, and experience to complete the work in a safe, efficient, correct, and timely manner.
6. Contractor is required to have a relevant, current, City of Mobile business license to be a responsible bidder and qualified and eligible for selection. Contractor will also be required to register as a vendor with the City of Mobile before beginning contract performance.
7. Contractor will 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 Bid and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Bid, 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 Quote or any activities conducted pursuant thereto, Contractor 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.
8. Contractor will be required to carry insurance in the following minimum amounts, naming the City as an additional insured, and to demonstrate evidence of such insurance to the City within five days of notification that Contractor is notified of bid award.
 - a. General Liability insurance- public liability including premises, products and complete operations.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability- \$100,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined-
\$500,000 per occurrence

b. Comprehensive -Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence

(2) Property damage liability- \$100,000 each occurrence.
Or, (in lieu of(1) and (2) above)
Bodily injury and property damage combined-
\$500,000 per occurrence

c. Statutory Workers Compensation.

9. Equal opportunity: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-030 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.

10. Contractor 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 purchase order and shall be responsible for all damages resulting therefrom.

11. Contractor will not currently be 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

B. PERFORMANCE STANDARDS AND COMPLIANCE

1. Contractor agrees to follow all applicable provisions of state and city laws concerning tree work, including Chapter 65 of the Code of Ordinances of the City of Mobile.

2. Contractor shall arrange work so that sidewalks and streets will be safely passable. Contractor must comply with existing traffic ordinances and coordinate directly with City of Mobile for any traffic control or vehicular problem.. Contractor must submit a Traffic Control Plan at least two working full days prior to proceeding when working in the roadway or performing any activities that will affect traffic. Contractor may contact Butch Ladner, City of Mobile Traffic Engineering, at (251) 208-2960 or 2972 to

discuss traffic control requirements. Contractor must assist motorists w/flagging per MUTCD (www.mutcd.fhwa.dot.gov) guidelines if needed (when working close to but not in the roadway). If Contractor is working close to the roadway but not actually in the road, flagging may be needed if motorists cannot see oncoming traffic due to Contractor equipment blocking the line of sight.

3. All work shall be completed in accordance with the American National Standards Institute (ANSI) A300 standards.
4. The work under these specifications shall be for pruning and removal of City-owned trees. "Pruning" is defined by the Tree Care Industry Association to be the selective removal of plant parts to achieve defined objectives. "Removal" shall include both the tree and the stump.
5. All low branches over the street shall be pruned to provide a clearance of 15 (fifteen) feet from the road surface. All pruning shall use the three-cut method. No stubbed limbs shall be left behind in the tree. If it is not possible to cut a limb without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch in diameter must be precut to prevent splitting.
6. All stumps that result from tree removal operations shall be ground out and removed. Stumps and visible surface roots must be ground to six inches below ground line. Upon conclusion of stump grinding, all resulting holes, indentations, etc, shall be backfilled by the Contractor so that the work site conforms to the surrounding area.
7. Contractor must follow the safety requirements of ANSI Z133, sections 1, 2 and 3.
8. Contractor shall notify all public service utilities to resolve conflicts concerning their property.
9. Contractor may not work on trees impacting power lines unless Contractor is power line-clearance certified by Alabama Power. A non-certified Contractor is responsible to work directly with Alabama Power to clear any such impacted trees or limbs.
10. All loads of debris must be covered and tied down with tarpaulins or equal when transported on public streets.
11. The Contractor shall make sure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project. Worksites must be broom-swept clean on streets and sidewalks. The City of Mobile will assist with street sweeping.

12. Contractor may work weekdays and Saturday, between the hours of 9:00 am and 4:00 pm.

C. TIMELINE AND WORKPLAN, REPORTS AND INVOICING

1. Contractor will work under the direct supervision of the City of Mobile Urban Forester.
2. Unless otherwise agreed to by City, Contractor is to complete all work within 30 days of contract execution.
3. Contractor is to provide an overall work plan prior to beginning work, and daily reporting of areas being worked and crews employed.
4. Contractor may elect to submit and be paid by weekly, every-other week, or end of project invoicing. Invoices will be submitted to City of Mobile Public Services Department, 1900 Hurtel Street, Mobile Alabama, 36604, or by email upon mutual agreement of City and Contractor.
5. Contractor's invoice must include written verification by its ISA Certified Arborist that the work was completed in compliance with ANSI 300A standards.
6. Prior to invoice payment, City of Mobile Forestry staff will confirm that the work is complete and in compliance with ANSI 300A standards.

III. BID SUBMISSION

- A. Bids will be a lump sum to complete the entire project within the time allotted. The lowest priced responsive bid from a responsible contractor will be awarded the bid.
- B. No bid, performance, or labor/materials bonds are required.
- C. Requests for information (RFI's) shall be submitted in writing to Purchasing@CityofMobile.org no later than three (3) business days prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Bid forms. Failure to acknowledge Addenda may result in disqualification of the bid.
- D. A properly submitted Bid must include:
 1. Signed completed bid package to include a complete copy of these bid specifications and completed pricing.

2. Copy of Bidder's City of Mobile business license.
 3. Name and credentials of Bidder's certified arborist that will supervise Bidder's performance of the work.
 4. Sealed envelope containing the above bid documentation with a notation indication the Bid number and the bid due date and time.
- E. A City of Mobile Business License is required and must be current at time of submitting a Bid, and throughout contract period.
- F. The successful bidder will be required, within no less than five calendar days upon notice of award, complete the following actions
1. Register as a vendor with the City of Mobile.
 2. Submit proof of enrollment in the Federal E-Verify program
 3. Provide Certificate of Insurance, naming the City as an additional insured along with all endorsements in accordance with City of Mobile Insurance Requirements



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:9/13/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Insight Public Sector for 65 refurbished HP Elitedesk G3 800 desktop computers for MPD.

General fund.

Amount of Contract:

\$38,827.10

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220831 Insight Agenda Package POs	Cover Memo	8/31/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/1/2022 - 2:30 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>11734</u>	2022	(1530) POLICE ADMIN SERVICES	65 REFURBISHED HP ELITEDESK G3 800 DESKTOP COMPUTERS FOR MPD (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$38,827.10	<u>(296399)</u> <u>INSIGHT PUBLIC</u> <u>SECTOR</u>

Adopted:

City Clerk

=====	
Bill To	Requisition 00011734-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	
Vendor	Ship To
INSIGHT PUBLIC SECTOR	POLICE HEADQUARTERS
P O BOX 731072	2460 GOVERNMENT STREET
	MOBILE, AL 36606
DALLAS, TX 75373-1072	

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	296399				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			

PER OMNIA PARTNERS IT PRODUCTS & SERVICES #4400006644 AND YOUR QUOTATION NUMBER 225387262.

001	EQUIPMENT COMPUTER, USED/REFURBISHED: Additional Description Notes	65.00 EACH	597.34000	38827.10
-----	--	---------------	-----------	----------

HP ELITEDESK 800 G3-MINI TOWER DESKTOP INTEL CORE I7-7700 3.6GHZ/16GB
RAM/1TB SSD/DVDRW/WIN 10,INTEGRATED GRAPHICS,GBE, PRO 64 BIT
JOY1-5013-REF
1 YEAR WARRANTY
REFURB GRADE A
Vendor Item
Inventory Item/Loc 15078

1	1000.30.15.1530.1530.1530.0000.0000.44020.			38827.10
---	--	--	--	----------

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

=====	
Bill To	Requisition 00011734-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
=====	
Vendor	Ship To
INSIGHT PUBLIC SECTOR	POLICE HEADQUARTERS
P O BOX 731072	2460 GOVERNMENT STREET
	MOBILE, AL 36606
DALLAS, TX 75373-1072	

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Date Vendor Date Ship
Ordered Number Required Via Terms Department

06/27/22 296399 POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			38827.10

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.44020.		
POLICE ADMIN SERVICES EXP	38827.10	782616.31
OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	08/30/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	08/30/22	DONALD ROSE	Approved by: 9105fo1a
Approved	08/30/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	08/30/22	JOHN PAINE	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature



NOTICE OF AWARD

Date: **FEB 23 2016**

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services
CONTRACT NUMBER: 4400006644
RFx: RFP2000001701
NIGP CODES: 20453, 20454, 20464, 20491, 20625, 20654, 20656, 20678, 20687, 20811, 20827, 83885, 91828, 92024, 92031, 92037, 92045, 92047
CONTRACT PERIOD: May 1, 2016 through April 30, 2019
RENEWALS: Four (4) optional one year renewals
(or any combination of time equally not more than four years)
SUPERSEDES CONTRACT: 4400001195

CONTRACTOR:
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

SUPPLIER CODE:
1000000125

Contact: Erica Falchetti
Telephone: (800) 467-4448 x3071
E-mail: Erica.Falchetti@insight.com

TERMS: Net 30 Days

FOB: Destination

PRICES: See <https://www.insight.com/insightweb/welcome> and the Attached Pricing Summary

DPSM CONTACT: Lonnette Robinson, Contracts Specialist Supervisor
Telephone: 703-324-3281; TTY: 711
Fax: 703-324-3228
E-mail: Lonnette.Robinson@fairfaxcounty.gov

ORDERING INSTRUCTIONS:

Any County Department may enter into FOCUS (Fairfax County Unified System) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPSM and a purchase order will be executed.

Lonnette Robinson
Contracts Specialist Supervisor

DISTRIBUTION:

Finance – Accounts Payable/e
DIT – Tonya Mills/e

DIT – Ron Shoram/e
DPSM, ACS Team 1 – J. Waysome-Tomlin

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

PRICING SUMMARY

Cisco Product Line	Discount off MSRP (Government)		Discount off MSRP (Education)
Hardware/Software	36%		36%
Learning Credits	0%		0%
Cisco Technical and Maintenance Services (SKU based)	8%		8%
Cisco / Insight Advanced / Technical Services (SOW based)	0%		0%
SMARTnet	Incumbent	Non-Incumbent	All
	16%	8%	28%

Publisher	Cost Plus %
Microsoft	3.50%

PRICING SUMMARY

Percent Discount from Insight Price List:

Product Category	Description	Discount %
Cabling	Cables	8.9%
	Cables Custom	8.1%
Cloud	Cloud	1.0%
Imaging & Displays	Displays	1.5%
	Display Accessories	3.4%
	Projectors	3.3%
	Projector Accessories	3.3%
	Imaging Digital Cameras	2.9%
	Imaging Camcorders	2.8%
	Imaging Scanners	2.9%
	Imaging Accessories	5.0%
Personal Computing	Modems	3.1%
	Notebook Batteries	2.9%
	System Components	3.6%
	Keyboards & Mice	1.8%
	Desktops	0.2%
	Desktop Accessories	5.4%
	Notebooks	1.2%
	Notebook Accessories	3.8%
	Handhelds	2.8%
	Handheld Accessories	5.4%
	Mobile Phones	0.0%
	Mobile Phone Accessories	0.0%
	Memory Desktop	4.3%
	Memory Notebook	4.2%
	Memory Flash	4.4%
Printing/Imaging	Memory Printer/Fax	3.5%
	Printers Inkjet	1.7%
	Printers Laser	1.5%
	Printers Dot Matrix	1.8%
	Multi-Function	1.9%
	Fax Machine	1.9%
	Printers Wide Format	1.1%
	Printers Label	3.4%
	Printer Consumables	3.9%
	Cables Printer	6.9%
	Printer Accessories	3.6%

PRICING SUMMARY

Product Category	Description	Discount %
Printing/Imaging	POS Scanners	3.6%
	POS Displays	3.8%
	POS Accessories	4.1%
Power Related	Power UPS	1.3%
	Power Surge Protectors	5.5%
	Power Data Center	3.0%
	Power Accessories	4.6%
Networking	Memory Networking	4.0%
	Network Video	2.8%
	Wireless LAN Accessories	3.1%
	Wireless Accessories	3.4%
	Repeaters & Transceivers	2.7%
	10/100 Hubs & Switches	1.5%
	Gigabit Hubs & Switches	2.4%
	KVM	4.1%
	Bridges & Routers	2.5%
	Intrusion Detection	2.9%
	Hardware Firewalls	2.7%
	Telephony	2.0%
	Network Adapters	2.9%
	Networking Accessories	4.5%
	Networking Warranties	2.8%
	Networking Communication	2.9%
	Network Testing Equipment	2.3%
Servers & Data Center	Memory Server	4.0%
	Servers 1 Processor	3.0%
	Servers 2 Processor	2.3%
	Servers 4+ Processor	2.4%
	Servers Tower	2.4%
	Servers Blade	2.8%
	Server Accessories	2.9%
	Servers Unix	2.1%
Storage & Data Management	Hard Disks Fibre Channel	2.7%
	Hard Disks IDE/ATA/SAT	6.2%
	Hard Disks Notebook	2.8%
	Hard Disks SCSI	2.5%
	Hard Disks External	2.7%
	Disk Arrays	2.8%
	Disk Arrays JBOD	2.8%
	Drives Removable Disk	3.4%

PRICING SUMMARY

Product Category	Description	Discount %
Storage & Data Management (cont.)	Tape Drives DLT	2.9%
	Tape Drives DAT	2.8%
	Drives Magneto-Optic	2.7%
	Tape Drives SDLT	2.8%
	Tape Drives LTO/Ultra	2.9%
	Tape Drives Travan	2.8%
	Tape Drives 4mm	2.8%
	Tape Drives 8mm/VXA	4.8%
	Tape Drives AIT	2.5%
	Tape Autoloaders DLT	2.3%
	Tape Autoloaders DAT	2.8%
	Tape Autoloaders LTO	2.3%
	Tape Autoloaders AIT	2.8%
	Optical Drives CD-ROM	2.5%
	Optical Drives CD-RW	2.7%
	Optical Drives DVD/CD	0.3%
	Optical Drives DVD-R	3.1%
	Optical Drives DVD-R	2.8%
	Adapters Fibre Channel	2.5%
	Adapters FireWire/US	1.2%
	Adapters IDE/ATA/SAT	3.2%
	Adapters RAID	2.5%
	Adapters SCSI	0.3%
	Storage NAS	2.3%
	Storage SAN	2.7%
	Storage Accessories	3.2%
	Media 4mm Tape	4.8%
	Media AIT Tape	4.5%
	Media Optical	4.7%
	Media DAT Tape	4.8%
	Media DLT Tape	4.2%
	Media LTO/Ultrium Tape	4.0%
	Media Magneto-Optical	4.2%
	Media SLR Tape	4.5%
	Media Travan Tape	4.5%
	Media VXA Tape	4.0%
	Media Zip	4.0%
Software	Software Computer Security	2.8%
	Software Backup	2.8%
	Software Financial	2.8%

PRICING SUMMARY

Product Category	Description	Discount %
Software (cont.)	Software Spreadsheet	2.8%
	Software Business Application	2.8%
	Software Personal Organization	2.8%
	Software Cloning	2.8%
	Software Report Analysis	2.8%
	Software Handheld	2.8%
	Software Flow Chart	2.8%
	Software Word Processing	2.8%
	Software Barcode/OCR	2.8%
	Software CAD/CAM	2.8%
	Software Database	2.8%
	Software Web Development	2.8%
	Software Development	2.8%
	Software Collaboration	2.8%
	Software Graphic Design	2.8%
	Software Virtualization	2.8%
	Software Network OS	2.8%
	Software OS	2.8%
	Software Reference	2.8%
	Software Warranties	2.8%
	Software Utilities	2.8%
	Licensing Computer Security	2.0%
	Licensing Backup	2.0%
	Licensing Financial	2.0%
	Licensing Spreadsheet	2.0%
	Licensing Business Application	2.0%
	Licensing Personal Organization	2.0%
	Licensing Cloning	2.0%
	Licensing Report Analysis	2.0%
	Licensing Handheld	2.0%
	Licensing Flow Chart	2.0%
	Licensing Word Processing	2.0%
	Licensing Barcode/OC	2.0%
	Licensing CAD/CAM	2.0%
	Licensing Database	2.0%
	Licensing Web Development	2.0%
	Licensing Development	2.0%
	Licensing Collaboration	2.0%
	Licensing Graphic Design	2.0%
	Licensing Virtualization	2.0%

PRICING SUMMARY

Product Category	Description	Discount %
Software (cont.)	Licensing Network OS	2.0%
	Licensing OS	2.0%
	Licensing Reference	2.0%
	Licensing Warranties	2.0%
	Licensing Utilities	2.0%
Services	Service Parts	3.6%
	Miscellaneous Solutions	0.7%
	Service Charge	0.7%
	Managed Services	0.7%
	Lab Fees	0.7%
	PC Lab Order Service	0.7%
	Internal Lab Service	0.7%
	Advanced Integration	0.7%
	Electronic Services	0.7%
	Asset Disposal	0.7%
	Asset Management	0.7%
Training	Training Courses	0.7%
	Training Reference	0.7%
Warranties	Warranties Physical	1.5%
	Warranties Electronic	1.5%
	Complex Warranties	1.5%

PRICING SUMMARY

	Service Categories	Discount off MSRP
Consulting Services		15%
Consulting Services focus on assisting clients with the development of specific strategies, assessments, planning, design and implementation of solutions. These services include (but are not limited to): Collaboration, Data Protection, Data Center, Insight:License Advisor (I:LA), Networking, Office Productivity, SAM Services and Cloud Professional Services.		
Deployment Services		15%
Deployment Services focus on assisting clients in deploying and maintaining their IT environment. Services involved include (but are not limited to) helping our clients successfully manage every component of their deployment project to ensure project timelines, budgetary requirements, and customer satisfaction goals are met or exceeded. These services include both single and multi-site deployments.		
Out-sourced Programs		15%
Insight's Out-sourced Programs provide on premise (on-site) and centralized (managed) resources to effectively selective-source IT lifecycle functions. Through these services, Insight provides our clients with support and management of their enterprise IT assets with published SLA's and flexible pricing options such as fixed, per-unit, per-seat or monthly. Services typically include service desk, hardware and software provisioning, desk-side support, infrastructure support, warehousing & logistics, and centralized device repairs.		
Maintenance Services		10%
For clients who need specific assistance with managing portions of their IT infrastructure, Insight offers our maintenance services programs. These include both Field and Remote Based service options.		
Lab/Integration Services		1%
Leverage Insight's certified technicians to perform a wide variety of services from software imaging and hardware configuration to complex builds of rack servers and networks in Insight's state-of-the-art ISO 9001:2008 certified labs. We offer the highest level of customization possible including large-scale rollouts of workstations, servers and connectivity equipment, as well as hot-swap programs.		
IT Asset Disposal		1%
Insight's Asset Disposal Service consists of a comprehensive end-to-end Asset Disposition program for a wide variety of electronic materials. This service allows our clients to responsibly and securely dispose of their obsolete IT asset inventory.		
Service Desk		1%
Insight's Service Desk is a global, cost-effective, 24x7x365 staffed solution with the flexibility and scalability designed to meet business requirements and support end users effectively. Support services can be provided as a remote service from one of our on-shore services centers, as a dedicated on-site service, or as a hybrid model.		

PRICING SUMMARY

Service Categories	Discount off MSRP
Remote Network and Security Managed Services	1%
Through our Remote Networking Services, Insight provides our clients with 24/7 proactive monitoring and management of client network infrastructure which includes expert troubleshooting, network project support, day-to-day administration and operational reporting.	
Other Services Not Listed Above	1%
As may be offered by Insight from time to time.	

Contract Price

Insight MSRP

Labor Category Functional Roles (Sample Titles)

Discount off MSRP

Market Tier

Market Tier

Labor Category	Functional Roles (Sample Titles)	Insight MSRP				Discount off MSRP	Market Tier				Contract Price			
		Tier 1	Tier 2	Tier 3	Tier 4		Tier 1	Tier 2	Tier 3	Tier 4	Tier 1	Tier 2	Tier 3	Tier 4
A	Business Analyst I, Project Coordinator (Technical), Service Technician	\$57.60	\$61.20	\$78.00	\$79.56	15%	\$48.96	\$52.02	\$66.30	\$67.63				
B	Business Analyst II, Service Technician Sr.	\$63.60	\$67.20	\$74.40	\$87.36	15%	\$54.06	\$57.12	\$63.24	\$74.26				
C	Supervisor Services, Project Coordinator Sr. (Technical), Business Analyst Sr.	\$79.20	\$80.40	\$104.40	\$104.52	15%	\$67.32	\$68.34	\$88.74	\$88.84				
D	Engineer	\$90.00	\$91.20	\$112.80	\$118.56	15%	\$76.50	\$77.52	\$95.88	\$100.78				
E	Project Manager (Technical)	\$108.00	\$108.00	\$135.60	\$140.40	15%	\$91.80	\$91.80	\$115.26	\$119.34				
F	Consultant I	\$150.00	\$156.00	\$174.00	\$202.80	20%	\$120.00	\$124.80	\$139.20	\$162.24				
G	Engineer Sr.	\$126.00	\$127.20	\$157.20	\$165.36	15%	\$107.10	\$108.12	\$133.62	\$140.56				
H	Project Manager Sr. (Technical), Manager Services	\$144.00	\$150.00	\$182.40	\$195.00	15%	\$122.40	\$127.50	\$155.04	\$165.75				
I	Project Coordinator (Consulting), Consultant II, Consultant I (Contact Center)	\$174.00	\$180.00	\$198.00	\$234.00	15%	\$147.90	\$153.00	\$168.30	\$198.90				
J	Consultant Sr., Consultant II (Contact Center)	\$198.00	\$210.00	\$234.00	\$273.00	20%	\$158.40	\$168.00	\$187.20	\$218.40				

PRICING SUMMARY

Labor Category	Functional Roles (Sample Titles)	Insight MSRP				Discount off MSRP	Contract Price			
		Tier 1	Tier 2	Tier 3	Tier 4		Tier 1	Tier 2	Tier 3	Tier 4
K	Project Coordinator Sr. (Consulting), Sr. Manager Services	\$198.00	\$201.60	\$211.20	\$262.08	15%	\$168.30	\$171.36	\$179.52	\$222.77
L	Architect I, Manager Programs, Project Manager (Consulting)	\$210.00	\$222.00	\$246.00	\$288.60	15%	\$178.50	\$188.70	\$209.10	\$245.31
M	Architect II, Project Manager Sr. (Consulting)	\$234.00	\$246.00	\$270.00	\$319.80	15%	\$198.90	\$209.10	\$229.50	\$271.83
N	Architect Sr., Architect I (Contact Center)	\$258.00	\$270.00	\$300.00	\$351.00	15%	\$219.30	\$229.50	\$255.00	\$298.35
O	Architect II (Contact Center)	\$300.00	\$300.00	\$300.00	\$300.00	15%	\$255.00	\$255.00	\$255.00	\$255.00
P	Sr. Architect (Contact Center)	\$330.00	\$330.00	\$330.00	\$330.00	15%	\$280.50	\$280.50	\$280.50	\$280.50
Q	Specialty	\$370.50	\$390.00	\$432.90	\$507.00	15%	\$314.93	\$331.50	\$367.97	\$430.95

PRICING SUMMARY

Geographic Market Tiers – Updated 12/10/15 Tier 1	Tier 2	Tier 3	Tier 4
Atlanta, GA Austin, TX Charlotte, NC Columbus, OH Dallas, TX El Paso, TX Fort Worth, TX Houston, TX Indianapolis, IN Jacksonville, FL Louisville, KY Memphis, TN Nashville, TN Oklahoma City, OK Omaha, NE San Antonio, TX St. Louis, MO Tampa, FL Tulsa, OK Wichita, KS	Albuquerque, NM Arlington, TX Bakersfield, CA Cleveland, OH Colorado Springs, CO Denver, CO Detroit, MI Kansas City, MO Las Vegas, NV Miami, FL Milwaukee, WI New Orleans, LA Phoenix, AZ Raleigh, NC Tucson, AZ	Baltimore, MD Boston, MA Chicago, IL Fresno, CA Long Beach, CA Los Angeles, CA Minneapolis, MN Philadelphia, PA Portland, OR Sacramento, CA San Diego, CA Seattle, WA Virginia Beach, VA Washington, DC	New York, NY Oakland, CA San Francisco, CA San Jose, CA



County of Fairfax, Virginia

AMENDMENT

Date: 1/15/2021

AMENDMENT NO. 5

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services

CONTRACTOR
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

SUPPLIER CODE
1000000125

CONTRACT NO.
4400006644

By mutual agreement, Contract 4400006644 is amended to renew for two (2) years at existing prices, terms and conditions, effective May 1, 2021 through April 30, 2023.

Please provide a current Certification of Insurance (COI) in Accordance with the CONTRACT INSURANCE PROVISIONS within ten (10) days after receipt of the executed amendment.

ACCEPTANCE:

BY:

(Signature)

SVP Connected Workforce IEI
(Title)

Mike Gaumont

(Printed)

1-7-21

(Date)

DocuSigned by:

Cathy A. Muse

E239B762E600465

Cathy A. Muse, CPPO
Director/County Purchasing Agent
for

DISTRIBUTION:

Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
Omnia – deborah.bushnell@omniapartners.com

Contract Specialist Supervisor- Jamie Pun
ACS Team 1 – Cynthia Parker
Contractor – robert.crigler@insight.com
terry.rasconPritchard@insight.com

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Rachel Laurie Riddle
Chief Examiner

January 4, 2022

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Trane (RFP#15-JLP-023), Daikin Applied Americas, Inc. (RFP#20-04), Johnson Controls, Inc. (RFP#20-04), and TDIndustries, Inc. (RFP#20-04) have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Graybar Electric Co Inc for 12 aluminum decorative street lighting poles with fixtures for McGregor Ave

CIP

Amount of Contract:

\$40,111.68

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220831 Graybar Agenda Package POs	Cover Memo	8/31/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/1/2022 - 2:29 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>12189</u>	2022	(2060) TRAFFIC ENGINEERING	12 ALUMINUM DECORATIVE STREET LIGHTING POLES WITH FIXTURES FOR MCGREGOR AVE (SEALED BID 5710)	\$40,111.68	<u>(075199)</u> <u>GRAYBAR</u> <u>ELECTRIC CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012189-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
--	---	--------

Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	075199				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001 AS PER YOUR QUOTE AND MY BID 5710 POLE, DECORATIVE, ALUMINUM BASE, GLOBAL LIGHTING PERSPECTIVES WITH 150W MH FIXTURE GP137-12-TN4/GCFI-TOP-0/BT POLE, CP148/BH9D/AD70PC-CL/S20/150WMH-120 V/BT Additional Description Notes ----- VENDOR TO SUPPLY GLOBAL LIGHTING PERSPECTIVES WITH 150W MH FIXTURE GP137-12-TN4/GCFI-TOP-0/BT POLE, CP148/BH9D/AD70PC-CL/S20/150WMH-120V/BT Vendor Item Inventory Item/Loc 18261	12.00 EACH	3342.64000	40111.68
1 2000.80.00.0000.0000.0000.0000.44020. E C0435 .OPERSUPPLS.			40111.68

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 MARYBETH BERGIN

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012189-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
--	---	--------

Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 40111.68

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0435 .OPERSUPPLS.	40111.68	765214.68

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	40111.68	782616.31
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	07/05/22	NICHOLAS AMBERGER	
Approved	08/30/22	NICHOLAS AMBERGER	
Approved	07/05/22	BRENDA RHODES	
Approved	07/05/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/05/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/30/22	BRENDA RHODES	
Approved	08/30/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/30/22	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/25/22	SANDRA LEWIS	
Rejected	08/25/22	SANDRA LEWIS	need to combine and item #
Approved	08/31/22	DONNA MICHELE STANLEY	Auto approved by: 910518227

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012189-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 3
--	---	--------

Vendor
 GRAYBAR ELECTRIC CO INC
 4359 HALLS MILL RD

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36691

MOBILE, AL 36604
 MARYBETH.BERGIN@CITYOFMOBILE.ORG

Tel#251-706-5605
 Fax 251-666-6293

Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Approved	08/31/22 DONALD ROSE		Auto approved by: 910518227	
Approved	08/31/22 SANDRA LEWIS			
Approved	08/31/22 JOHN PAINE		Auto approved by: 910518227	
Approved	08/31/22 MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
 Signature

ELECTRICAL SUPPLIES

316

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do **not** include **Federal Excise Tax** as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder **make every possible effort** to have at least fifteen (15) percent of the total value of the contract performed by socially and **economically disadvantaged** individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a **Certificate of Authority** to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors **are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.** See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

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. See reverse side of page 1 of Bid for instructions and conditions. If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. VENDOR MUST HAVE CONTACT INFORMATION WITH THIS BID. TO BE AWARDED ON AN ITEM BASIS.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE
SPECIFICATIONS FOR ROADWAY LIGHT POLE & LUMINAIRE
Village of Spring Hill Standards
July 2022

I. General.

The following are the requirements for aluminum roadway light pole and luminaire to meet the standards established within the Village of Spring Hill. The light pole shall consist of a fluted, tapered pole with welded decorative base, anchor bolts, base plate, and any other features as described in this specification. The luminaire shall be a spun aluminum shade pendant style fixture with a polycarbonate drop lens. The luminaire arm shall be a shepherd hook style aluminum arm.

II. Design/Fabrication.

All materials used in the fabrication of roadway light poles shall meet the requirements of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 2009 edition as per the latest ALDOT Standard Specifications.

(a.) Aluminum Pole.

The pole shall consist of round, 12-fluted, and tapered shaft manufactured with cast or extruded 6061-T6 aluminum. The decorative base shall be cast A356 aluminum and welded to the pole shaft. The pole shall include a 4-inch outside diameter by 3-inch tall tenon cast of A356 aluminum.

The aluminum pole shall be 12-feet in height with a nominal 17-inch outside bottom diameter at the base. Shaft shall range from 6-inch at the bottom to 4-inch at top of shaft. The nominal wall thickness shall be between 0.125 to 0.188 inches. The pole shall include a 4-inch by 5-inch curved hand hole with aluminum cover and two stainless steel screws and bolts for fastening to the pole. Each pole will have an internal grounding lug.

The aluminum base plate of the pole shall be designed with four equally spaced openings to accommodate a bolt circle pattern ranging from 11 inches to 14 inches.

(b.) Luminaire.

The luminaire shall be a decorative pendant consisting of a decorative cast aluminum fitter, a heavy gauge spun aluminum shade and inverted acorn shaped lens. The clear textured polycarbonate lens shall extend 3-inch from the shade. The luminaire shall be a 150 W metal halide fixture, designed for 240 voltage and a Type V light distribution. The overall fixture height shall measure 27-inches and the diameter of the shade shall be 20-inch. The shade shall be finished textured black.

(c.) Luminaire Arm.

Luminaire arm shall be 47-inch tall and 25-inch wide shepherd hook style round shaft. The luminaire arm shall be manufactured from 1 1/2-inch Schedule 40 aluminum pipe finished textured black. The arm shall be designed with a cast aluminum slip fitter welded to attach to the outside of the pole tenon with six 5/16-inch stainless steel set screws. The arm shall have a cast aluminum fitter welded to the top of the arm for attaching the pendent fixture with three 5/16-inch stainless steel set screws. Arm shall be prewired with a quick connect for easy installation.

(d.) Anchor Bolt Assemblies.

Pole shall come complete with four 1/2-inch x 18-inch L-type anchor bolts with 3" horizontal bend manufactured of hot-dipped galvanized steel. Anchor bolt assembly shall also include two nuts and two washers per bolt.

Anchor bolt assemblies (anchor bolts, nuts, and washers) shall be in accordance with AASHTO M 314, Grade 36 or Grade 55, except maximum tensile strength on all grades is waived, and capable of transferring the load safely from the structure base plate to the foundation. The exposed end of the anchor bolts shall be threaded (rolled or cut type) and provided with appropriate nuts, including lock nuts and flat washers. The anchor bolts, nuts, and washers shall be hot-dipped galvanized in accordance with AASHTO M 232, however, galvanization of the bolt below 6 inches from the top of the embedment line will not be required. The nuts shall be lubricated with a lubricant containing a visible dye so that a visual check can be made for proper lubrication prior to installation. Special care shall be taken when storing galvanized bolts with a water-soluble lubricant.

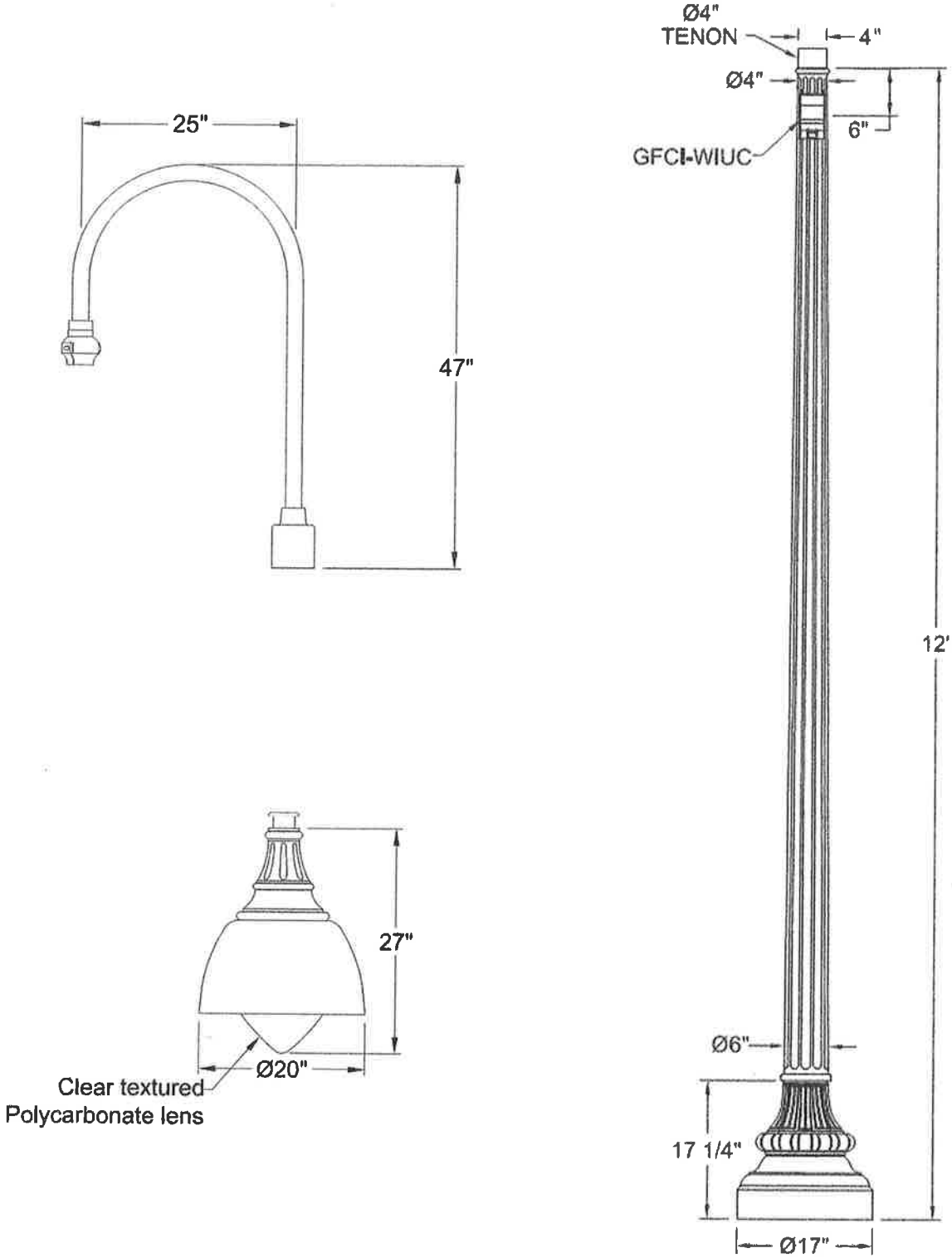
(e.) Additional Features.

The pole shall include a GFCI receptacle with in-use weather-proof cover 6 inches from top of pole. Cover shall be aluminum and finished textured black to match the pole. Orientation shall be zero degrees from access door.

(f.) Finish.

Pole and luminaire arm shall be hot dipped galvanized per ASTM-A123. Powered coating finish or approved equivalent is required, and the finished color shall be textured black. Material shall be wrapped and protected to prevent damage during shipping, storage and construction.

Example Illustrations.





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:9/13/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Struthers Recreation LLC for benches, trash receptacles, and picnic tables for Parks & Rec.

CIP

Amount of Contract:

\$108,038.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220901 Struthers Agenda Package POs	Cover Memo	9/1/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/1/2022 - 2:31 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>12154,</u> <u>12161,</u> <u>12163,</u> <u>12166,</u> <u>12173,</u> <u>12179,</u> <u>12181</u>	2022	(2012) PARKS MAINTENANCE	14 BENCHES, 14 TRASH RECEPTACLES W/BONNETS & LINERS, 28 PICNIC TABLES FOR PARKS (SEALED BID 5712)	\$108,038.00	<u>(297065)</u> <u>STRUTHERS</u> <u>RECREATION LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012154-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
--	---	--------

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference DAN OTTO Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE AND MY BID 5712 ULTRASITE 91C-S6 PORTABLE BENCH WITH BACK, CENTER ARM, GREEN IN COLOR	2.00 EACH	1839.00000	3678.00
-----	--	--------------	------------	---------

1	2000.80.00.0000.0000.0000.0000.44020. E C0714 .OPERSUPPLS.			3678.00
---	---	--	--	---------

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

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

002	ULTRASITE CL-36RB14 TRASH RECEPTACLE	2.00 EACH	1897.00000	3794.00
-----	---	--------------	------------	---------

1	2000.80.00.0000.0000.0000.0000.44020.			
---	---------------------------------------	--	--	--

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012154-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
--	---	--------

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference DAN OTTO Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	E C0714 .OPERSUPPLS.			3794.00

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

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

004	ULTRASITE 238-V6 PORTABLE PICNIC TABLE	2.00 EACH	1230.00000	2460.00
-----	--	-----------	------------	---------

1	2000.80.00.0000.0000.0000.0000.44020. E C0714 .OPERSUPPLS.			2460.00
---	---	--	--	---------

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

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012154-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 3
--	---	--------

Vendor
 STRUTHERS RECREATION LLC
 220 APPLGATE TRACE

PELHAM, AL 35124

Tel#205-368-4365
 Fax 205-663-5012

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

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Delivery Reference
 DAN OTTO

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

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			

005	ULTRASITE 238 H-4-V10 ACCESSIBLE PICNIC TABLE	2.00 EACH	2195.00000	4390.00
-----	--	--------------	------------	---------

1	2000.80.00.0000.0000.0000.0000.44020. E C0714 .OPERSUPPLS.			4390.00
---	---	--	--	---------

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

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

006	ULTRASITE 620H PEDESTAL MOUNTED COOKING GRILL	1.00 EACH	296.00000	296.00
-----	--	--------------	-----------	--------

1	2000.80.00.0000.0000.0000.0000.44020. E C0714 .OPERSUPPLS.			296.00
---	---	--	--	--------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012154-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 4
--	---	--------

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference DAN OTTO Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/22	297065				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 DAN OTTO Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
007	ULTRA SITE RB32 32 GALLON RAIN BONNET TOP	2.00 EACH	296.00000	592.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0714 .OPERSUPPLS.			592.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference DAN OTTO Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012154-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 5
--	---	--------

Vendor
STRUTHERS RECREATION LLC
220 APPLGATE TRACE

PELHAM, AL 35124

Tel#205-368-4365
Fax 205-663-5012

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

MOBILE, AL 36607
HANKINSC@CITYOFMOBILE.ORG

Delivery Reference
DAN OTTO

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

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/22	297065				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
008 ULTRA SITE 32 GALLON LINER ULTRA SITE## CO-36RB14	2.00 EACH	112.00000	224.00

1 2000.80.00.0000.0000.0000.0000.44020. E C0714 .OPERSUPPLS.			224.00
---	--	--	--------

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

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

[Requisition Link](#)

Requisition Total	15434.00
-------------------	----------

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0714 .OPERSUPPLS.	15434.00	3028.08

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	15434.00	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012154-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released
---	--

Page 6

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference DAN OTTO Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/22	297065				PARKS MAINTENANCE

Account	Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
CCancelled	07/15/22	SANDRA LEWIS	Requisition item removed chang
Approved	07/01/22	DANIEL OTTO	
Approved	07/01/22	DANIEL OTTO	
Approved	07/15/22	DANIEL OTTO	
Approved	08/31/22	DANIEL OTTO	
Rejected	07/01/22	BRENDA RHODES	Exceeded the allowable dollar
Approved	07/01/22	BRENDA RHODES	
Approved	07/01/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/01/22	RELYA MALLORY	Auto approved by: 910511034
Approved	07/15/22	BRENDA RHODES	
Approved	07/15/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/15/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/31/22	BRENDA RHODES	
Approved	08/31/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/31/22	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/30/22	SANDRA LEWIS	
Rejected	08/30/22	SANDRA LEWIS	add lines
Queued	08/31/22	DONNA MICHELE STANLEY	add lines
Queued	08/31/22	DONALD ROSE	add lines
Queued	08/31/22	SANDRA LEWIS	add lines
Queued	08/31/22	JOHN PAINE	add lines
Queued	08/31/22	MICHAEL SPAFFORD	add lines

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012161-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
--	---	--------

Vendor
 STRUTHERS RECREATION LLC
 220 APPLGATE TRACE

PELHAM, AL 35124

Tel#205-368-4365
 Fax 205-663-5012

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
08/30/22	297065				PARKS MAINTENANCE

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

General Notes

001	AS PER YOUR QUOTE AND MY BID 5712 ULTRASITE 91C-S6 PORTABLE BENCH WITH BACK, CENTER ARM, GREEN IN COLOR	2.00 EACH	1839.00000	3678.00
-----	--	--------------	------------	---------

1	2000.80.00.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS.			3678.00
---	---	--	--	---------

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	ULTRASITE CL-36RB14 TRASH RECEPTACLE, ALL GREEN IN COLOR	2.00 EACH	1897.00000	3794.00
-----	---	--------------	------------	---------

1	2000.80.00.0000.0000.0000.0000.44020.			
---	---------------------------------------	--	--	--

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012161-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
--	---	--------

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	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
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	E C0735 .OPERSUPPLS.			3794.00

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

004	ULTRASITE 238-V6 PORTABLE PICNIC TABLE, GREEN IN COLOR	2.00 EACH	1230.00000	2460.00
-----	--	-----------	------------	---------

1	2000.80.00.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS.			2460.00
---	---	--	--	---------

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.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012161-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 3
--	---	--------

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	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
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
005	ULTRASITE 238H-4-V10 ACCESSIBLE PICNIC TABLE GREEN IN COLOR	2.00 EACH	2195.00000	4390.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS.			4390.00
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				
006	ULTRASITE 620H PEDESTAL MOUNTED COOKING GRILL, BLACK IN COLOR	1.00 EACH	296.00000	296.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS.			296.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012161-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 4
--	---	--------

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	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
08/30/22	297065				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			
007	ULTRA SITE RB32-32 GALLON RAIN BONNET TOP	2.00 EACH	296.00000	592.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS.			592.00
	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			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012161-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 5
--	---	--------

Vendor
 STRUTHERS RECREATION LLC
 220 APPLGATE TRACE

PELHAM, AL 35124

Tel#205-368-4365
 Fax 205-663-5012

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
08/30/22	297065				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
008 ULTRA SITE 32 GALLON LINER ULTRA SITE ## CL-36RB14	2.00 EACH	112.00000	224.00

1 2000.80.00.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS.			224.00
---	--	--	--------

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	15434.00
-------------------	----------

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0735 .OPERSUPPLS.	15434.00	9955.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	15434.00	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012161-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released
--	---

Page 6

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	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
08/30/22	297065				PARKS MAINTENANCE

Account	Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	07/01/22	DANIEL OTTO	
Rejected	08/30/22	DANIEL OTTO	Cathy needs to make a change
Approved	08/30/22	DANIEL OTTO	
Approved	07/01/22	BRENDA RHODES	
Approved	07/01/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/01/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/30/22	BRENDA RHODES	
Approved	08/30/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/30/22	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/30/22	SANDRA LEWIS	
Rejected	08/30/22	SANDRA LEWIS	add lines
Unknown	08/31/22	DONALD ROSE	
Queued	08/30/22	DONNA MICHELE STANLEY	
Queued	08/30/22	DONALD ROSE	
Queued	08/30/22	SANDRA LEWIS	
Queued	08/30/22	JOHN PAINE	
Queued	08/30/22	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012163-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
--	---	--------

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	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
08/30/22	297065				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001	AS PER YOUR QUOTE AND MY BID 5712 ULTRASITE 91C-S6 PORTABLE BENCH WITH BACK, CENTER ARM, GREEN IN COLOR	2.00 EACH	1839.00000	3678.00
-----	--	--------------	------------	---------

1	2000.80.00.0000.0000.0000.0000.44020. E C0736 .OPERSUPPLS.			3678.00
---	---	--	--	---------

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	ULTRASITE CL-36RB14 TRASH RECEPTACLE, GREEN IN COLOR	2.00 EACH	1897.00000	3794.00
-----	---	--------------	------------	---------

1	2000.80.00.0000.0000.0000.0000.44020.			
---	---------------------------------------	--	--	--

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012163-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
--	---	--------

Vendor
 STRUTHERS RECREATION LLC
 220 APPLGATE TRACE

PELHAM, AL 35124

Tel#205-368-4365
 Fax 205-663-5012

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
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	E C0736 .OPERSUPPLS.			3794.00

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

004	ULTRASITE 238-V6 PORTABLE PICNIC TABLE, GREEN IN COLOR	2.00 EACH	1230.00000	2460.00
-----	--	-----------	------------	---------

1	2000.80.00.0000.0000.0000.0000.44020. E C0736 .OPERSUPPLS.			2460.00
---	---	--	--	---------

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.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012163-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 3
--	---	--------

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	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
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
005	ULTRASITE 238H-4-V10 ACCESSIBLE PICNIC TABLE, GREEN IN COLOR	2.00 EACH	2195.00000	4390.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0736 .OPERSUPPLS.			4390.00
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				
006	ULTRASITE 620H PEDESTAL MOUNTED COOKING GRILL, BLACK IN COLOR	1.00 EACH	296.00000	296.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0736 .OPERSUPPLS.			296.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012163-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 4
--	---	--------

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	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
08/30/22	297065				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			
007	ULTRA SITE RB32 32 GALLON RAIN BONNET TOP	2.00 EACH	296.00000	592.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0736 .OPERSUPPLS.			592.00
	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			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012163-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 5
--	---	--------

Vendor
STRUTHERS RECREATION LLC
220 APPLGATE TRACE

PELHAM, AL 35124

Tel#205-368-4365
Fax 205-663-5012

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
08/30/22	297065				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
008 ULTRA SITE 32 GALLON LINER ULTRA SITE ## CL-36RB14	2.00 EACH	112.00000	224.00

1 2000.80.00.0000.0000.0000.0000.44020. E C0736 .OPERSUPPLS.			224.00
---	--	--	--------

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 15434.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0736 .OPERSUPPLS.	15434.00	5116.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	15434.00	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012163-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released
---	--

Page 6

Vendor
 STRUTHERS RECREATION LLC
 220 APPLGATE TRACE

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

PELHAM, AL 35124

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Tel#205-368-4365
 Fax 205-663-5012

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
08/30/22	297065				PARKS MAINTENANCE

Account	Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	07/01/22	BRENDA RHODES	
Approved	07/01/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/01/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/30/22	BRENDA RHODES	
Approved	08/30/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/30/22	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/30/22	SANDRA LEWIS	
Rejected	08/30/22	SANDRA LEWIS	add lines
Unknown	08/31/22	DONALD ROSE	
Queued	08/30/22	DONNA MICHELE STANLEY	
Queued	08/30/22	DONALD ROSE	
Queued	08/30/22	SANDRA LEWIS	
Queued	08/30/22	JOHN PAINE	
Queued	08/30/22	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012166-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
--	---	--------

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	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
08/30/22	297065				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001	AS PER YOUR QUOTE AND MY BID 5712 ULTRASITE SITE 91C-S6 PORTABLE BENCH WITH BACK, CENTER ARM, GREEN IN COLOR	2.00 EACH	1839.00000	3678.00
-----	---	--------------	------------	---------

1	2000.80.00.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS.			3678.00
---	---	--	--	---------

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	ULTRASITE CL-36RB14 TRASH RECEPTACLE, GREEN IN COLOR	2.00 EACH	1897.00000	3794.00
-----	---	--------------	------------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012166-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
--	---	--------

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	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
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS.			3794.00

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

004	ULTRASITE 238-V6 PORTABLE PICNIC TABLE, GREEN IN COLOR	2.00 EACH	1230.00000	2460.00
-----	---	--------------	------------	---------

1	2000.80.00.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS.			2460.00
---	---	--	--	---------

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012166-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 3
--	---	--------

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	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
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
005	ULTRASITE 238H-4-V10 ACCESSIBLE PICNIC TABLE, GREEN IN COLOR	2.00 EACH	2195.00000	4390.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS.			4390.00
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				
006	ULTRASITE 620H PEDESTAL MOUNTED COOKING GRILL, BLACK IN COLOR	1.00 EACH	296.00000	296.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS.			296.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012166-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 4
--	---	--------

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	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
08/30/22	297065				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			
007	ULTRA SITE RB32 32 GALLON RAIN BONNET TOP	2.00 EACH	296.00000	592.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS.			592.00
	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			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012166-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 5
--	---	--------

Vendor
 STRUTHERS RECREATION LLC
 220 APPLGATE TRACE

PELHAM, AL 35124

Tel#205-368-4365
 Fax 205-663-5012

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
08/30/22	297065				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
008 ULTRA SITE 32 GALLON LINER ULTRA SITE ## CL-36RB14	2.00 EACH	112.00000	224.00
1 2000.80.00.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS.			224.00

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 15434.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0737 .OPERSUPPLS.	15434.00	3840.92

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	15434.00	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012166-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 6
--	---	--------

Vendor
STRUTHERS RECREATION LLC
220 APPLGATE TRACE

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

PELHAM, AL 35124

MOBILE, AL 36607
HANKINSC@CITYOFMOBILE.ORG

Tel#205-368-4365
Fax 205-663-5012

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
08/30/22	297065				PARKS MAINTENANCE

Account	Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
CCancelled	07/15/22	SANDRA LEWIS	Requisition item removed chang
Approved	07/01/22	BRENDA RHODES	
Approved	07/01/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/01/22	RELYA MALLORY	Auto approved by: 910511034
Approved	07/15/22	BRENDA RHODES	
Approved	07/15/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/15/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/30/22	BRENDA RHODES	
Approved	08/30/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/30/22	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/30/22	SANDRA LEWIS	
Rejected	08/30/22	SANDRA LEWIS	add lines
Unknown	08/31/22	DONALD ROSE	
Queued	08/30/22	DONNA MICHELE STANLEY	
Queued	08/30/22	DONALD ROSE	
Queued	08/30/22	SANDRA LEWIS	
Queued	08/30/22	JOHN PAINE	
Queued	08/30/22	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012173-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
--	---	--------

Vendor
 STRUTHERS RECREATION LLC
 220 APPLGATE TRACE

PELHAM, AL 35124

Tel#205-368-4365
 Fax 205-663-5012

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
08/30/22	297065				PARKS MAINTENANCE

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

General Notes

001	AS PER YOUR QUOTE AND MY BID 5712 ULTRASITE 91C-S6 PORTABLE BENCH WITH BACK, CENTER ARM, GREEN IN COLOR	2.00 EACH	1839.00000	3678.00
-----	--	--------------	------------	---------

1	2000.80.00.0000.0000.0000.0000.44020. E C0738 .OPERSUPPLS.			3678.00
---	---	--	--	---------

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	ULTRASITE CL-36RB14 TRASH RECEPTACLE	2.00 EACH	1897.00000	3794.00
-----	---	--------------	------------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012173-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
--	---	--------

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	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
08/30/22	297065				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.44020. E C0738 .OPERSUPPLS.			3794.00

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

004 ULTRASITE 238-V6 PORTABLE PICNIC TABLE, GREEN IN COLOR	2.00 EACH	1230.00000	2460.00
---	--------------	------------	---------

1 2000.80.00.0000.0000.0000.0000.44020. E C0738 .OPERSUPPLS.			2460.00
---	--	--	---------

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012173-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released
--	---

Page 3

Vendor
 STRUTHERS RECREATION LLC
 220 APPLGATE TRACE

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

PELHAM, AL 35124

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Tel#205-368-4365
 Fax 205-663-5012

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
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	48 N. SAGE AVE. MOBILE, AL 36607			

005	ULTRASITE 238H-4-V10 ACCESSIBLE PICNIC TABLE, GREEN IN COLOR	2.00 EACH	2195.00000	4390.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0738 .OPERSUPPLS.			4390.00

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

006	ULTRASITE 620H PEDESTAL MOUNTED COOKING GRILL, BLACK IN COLOR	1.00 EACH	296.00000	296.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0738 .OPERSUPPLS.			296.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012173-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 4
--	---	--------

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	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
08/30/22	297065				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			
007	ULTRA SITE RB32 32 GALLON RAIN BONNET TOP	2.00 EACH	296.00000	592.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0738 .OPERSUPPLS.			592.00
	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			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012173-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 5
--	---	--------

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	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
08/30/22	297065				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
008 ULTRA SITE 32 GA00N LINER ULTRA SITE # CL-36RB14	2.00 EACH	112.00000	224.00
1 2000.80.00.0000.0000.0000.0000.44020. E C0738 .OPERSUPPLS.			224.00

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 15434.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0738 .OPERSUPPLS.	15434.00	5766.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	15434.00	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012173-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released
---	--

Page 6

Vendor
 STRUTHERS RECREATION LLC
 220 APPLGATE TRACE

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

PELHAM, AL 35124

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Tel#205-368-4365
 Fax 205-663-5012

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
08/30/22	297065				PARKS MAINTENANCE

Account	Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	07/01/22	BRENDA RHODES	
Approved	07/01/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/01/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/30/22	BRENDA RHODES	
Approved	08/30/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/30/22	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/30/22	SANDRA LEWIS	
Rejected	08/30/22	SANDRA LEWIS	add lines
Unknown	08/31/22	DONALD ROSE	
Queued	08/30/22	DONNA MICHELE STANLEY	
Queued	08/30/22	DONALD ROSE	
Queued	08/30/22	SANDRA LEWIS	
Queued	08/30/22	JOHN PAINE	
Queued	08/30/22	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012179-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
--	---	--------

Vendor
 STRUTHERS RECREATION LLC
 220 APPLGATE TRACE

PELHAM, AL 35124

Tel#205-368-4365
 Fax 205-663-5012

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
08/30/22	297065				PARKS MAINTENANCE

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

General Notes

001	AS PER YOUR QUOTE AND MY BID 5712 ULTRASITE 91C-S6 PORTABLE BENCH WITH BACK, CENTER ARM, GREEN IN COLOR	2.00 EACH	1839.00000	3678.00
-----	--	--------------	------------	---------

1	2000.80.00.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS.			3678.00
---	---	--	--	---------

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	ULTRASITE CL-36RB14 TRASH RECEPTACLE, GREEN IN COLOR	2.00 EACH	1897.00000	3794.00
-----	---	--------------	------------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012179-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
--	---	--------

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	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
08/30/22	297065				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS.			3794.00

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

004 ULTRASITE 238-V6 PORTABLE PICNIC TABLE, GREEN COLOR	2.00 EACH	1230.00000	2460.00
--	--------------	------------	---------

1 2000.80.00.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS.			2460.00
---	--	--	---------

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012179-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 3
--	---	--------

Vendor
 STRUTHERS RECREATION LLC
 220 APPLGATE TRACE

PELHAM, AL 35124

Tel#205-368-4365
 Fax 205-663-5012

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
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	48 N. SAGE AVE. MOBILE, AL 36607			

005	ULTRASITE 238H-4-V10, 10' ACCESSIBLE PICNIC TABLE, GREEN IN COLOR	2.00 EACH	2195.00000	4390.00
-----	---	--------------	------------	---------

1	2000.80.00.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS.			4390.00
---	---	--	--	---------

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

006	ULTRASITE 620H PEDESTAL MOUNTED COOKING GRILL, BLACK IN COLOR	1.00 EACH	296.00000	296.00
-----	--	--------------	-----------	--------

1	2000.80.00.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS.			296.00
---	---	--	--	--------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012179-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 4
--	---	--------

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	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
08/30/22	297065				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			
007	ULTRA SITE RB32 32 GALLON RAIN BONNET TOP	2.00 EACH	296.00000	592.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS.			592.00
	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			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012179-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 5
--	---	--------

Vendor
STRUTHERS RECREATION LLC
220 APPLGATE TRACE

PELHAM, AL 35124

Tel#205-368-4365
Fax 205-663-5012

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
08/30/22	297065				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
008 ULTA SITE 32 GALLON LINER ULTRA SITE # CL-36RB14	2.00 EACH	112.00000	224.00

1 2000.80.00.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS.			224.00
---	--	--	--------

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	15434.00
-------------------	----------

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0739 .OPERSUPPLS.	15434.00	4628.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	15434.00	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012179-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released
--	---

Page 6

Vendor
 STRUTHERS RECREATION LLC
 220 APPLGATE TRACE

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

PELHAM, AL 35124

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Tel#205-368-4365
 Fax 205-663-5012

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
08/30/22	297065				PARKS MAINTENANCE

Account	Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
CCancelled	08/29/22	SANDRA LEWIS	GL Allocation changed
Approved	07/01/22	BRENDA RHODES	
Approved	07/01/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/01/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/29/22	BRENDA RHODES	
Approved	08/29/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/29/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/30/22	BRENDA RHODES	
Approved	08/30/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/30/22	RELYA MALLORY	Auto approved by: 910511034
Rejected	08/30/22	SANDRA LEWIS	add lines
Queued	08/30/22	DONNA MICHELE STANLEY	add lines
Queued	08/30/22	DONALD ROSE	add lines
Queued	08/30/22	SANDRA LEWIS	add lines
Queued	08/30/22	JOHN PAINE	add lines
Queued	08/30/22	MICHAEL SPAFFORD	add lines

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012181-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
--	---	--------

Vendor
 STRUTHERS RECREATION LLC
 220 APPLGATE TRACE

PELHAM, AL 35124

Tel#205-368-4365
 Fax 205-663-5012

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
08/31/22	297065				PARKS MAINTENANCE

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

General Notes

001 AS PER YOUR QUOTE AND MY BID 5712 ULTRASITE 91C-S6 PORTABLE BENCH WITH BACK, CENTER ARM, GREEN IN COLOR	2.00 EACH	1839.00000	3678.00
--	--------------	------------	---------

1 2000.80.00.0000.0000.0000.0000.44020. E C0740 .OPERSUPPLS.			3678.00
---	--	--	---------

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 ULTRASITE CL-36RB14 TRASH RECEPTACLE	2.00 EACH	1897.00000	3794.00
---	--------------	------------	---------

1 2000.80.00.0000.0000.0000.0000.44020.			
---	--	--	--

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012181-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
--	---	--------

Vendor
 STRUTHERS RECREATION LLC
 220 APPLGATE TRACE

PELHAM, AL 35124

Tel#205-368-4365
 Fax 205-663-5012

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
08/31/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	E C0740 .OPERSUPPLS.			3794.00

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

004	ULTRASITE 238-V6 PORTABLE PICNIC TABLE, GREEN IN COLOR	2.00 EACH	1230.00000	2460.00
-----	--	-----------	------------	---------

1	2000.80.00.0000.0000.0000.0000.44020. E C0740 .OPERSUPPLS.			2460.00
---	---	--	--	---------

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.

=====	=====
Bill To	Requisition 00012181-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 3
=====	=====

Vendor
STRUTHERS RECREATION LLC
220 APPLGATE TRACE

PELHAM, AL 35124

Tel#205-368-4365
Fax 205-663-5012

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	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
08/31/22	297065				PARKS MAINTENANCE
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			

005	ULTRASITE 238H-4-V10 ACCESSIBLE PICNIC TABLE, GREEN IN COLOR	2.00 EACH	2195.00000	4390.00
-----	---	--------------	------------	---------

1	2000.80.00.0000.0000.0000.0000.44020. E C0740 .OPERSUPPLS.			4390.00
---	---	--	--	---------

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

006	ULTRASISTE 620H PEDESTAL MOUNTED COOKING GRILL, BLACK IN COLOR	1.00 EACH	296.00000	296.00
-----	---	--------------	-----------	--------

1	2000.80.00.0000.0000.0000.0000.44020. E C0740 .OPERSUPPLS.			296.00
---	---	--	--	--------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012181-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 4
--	---	--------

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	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
08/31/22	297065				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			
007	ULTRA SITE RB32 3 GALLON RAIN BONNET TOP	2.00 EACH	0.00000	0.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0740 .OPERSUPPLS.			.00
	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			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012181-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 5
--	---	--------

Vendor STRUTHERS RECREATION LLC 220 APPLGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	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
08/31/22	297065				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
008 ULTA SITE 32 GALLON LINER ULTRA SITE ## CL-36RB14	1.00 EACH	0.00000	0.00
1 2000.80.00.0000.0000.0000.0000.44020. E C0740 .OPERSUPPLS.			.00

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 14618.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0740 .OPERSUPPLS.	14618.00	177.85

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	14618.00	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012181-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 6
---	--	--------

Vendor
 STRUTHERS RECREATION LLC
 220 APPLGATE TRACE

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

PELHAM, AL 35124

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Tel#205-368-4365
 Fax 205-663-5012

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
08/31/22	297065				PARKS MAINTENANCE

Account	Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
CCancelled	08/29/22	SANDRA LEWIS	Requisition item removed, GL A
Approved	07/01/22	BRENDA RHODES	
Approved	07/01/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/01/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/29/22	BRENDA RHODES	
Approved	08/29/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/29/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/31/22	BRENDA RHODES	
Approved	08/31/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/31/22	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/29/22	SANDRA LEWIS	
Rejected	08/30/22	SANDRA LEWIS	add lines
Queued	08/31/22	DONNA MICHELE STANLEY	add lines
Queued	08/31/22	DONALD ROSE	add lines
Queued	08/31/22	SANDRA LEWIS	add lines
Queued	08/31/22	JOHN PAINE	add lines
Queued	08/31/22	MICHAEL SPAFFORD	add lines

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5712

OUTDOOR FURNITURE

VENDORS			QUALITY SPECIALTY PRODUCTS	STRUTHERS RECREATION LLC	GLOBAL EQUIPMENT COMPANY, INC	GIFFEN RECREATION INC	
Line	Items		Does Not Meet Specs.	AWARDED			
1	ULTRA SITE 91C-S6 SURFACE MOUNTED BENCH WITH BACK AND CENTER ARM	\$ 1,248.00	\$ 1,839.00	\$ 1,965.67	\$ 1,997.00		
2	ULTRA SITE SURFACE MOUNTED CLASSIC SWING DOOR RECEPTACLE MODEL #CL-36RB14	\$ 1,296.00	\$ 1,897.00	\$ 2,031.77	\$ 2,055.00		
3	ULTRA SITE RB32 32 GALLON RAIN BONNET TOP	\$ 190.00	\$ 296.00	INC	\$ 257.00		
4	ULTRA SITE 32 GALLON LINER ULTRA SITE #CL-36RB14	\$ 109.00	\$ 112.00	INC	\$ 94.00		
5	ULTRA SITE 238-V6 PORTABLE PICNIC TABLE	\$ 1,089.00	\$ 1,230.00	\$ 1,231.86	\$ 1,401.00		
6	ULTRA SITE 238 H-4-V10 10' SURFACE MOUNTED PICNIC TABLE WITH SEATS	\$ 1,689.00	\$ 2,195.00	\$ 2,479.51	\$ 2,346.00		
7	PILOT ROCK HEAVY DUTY STEEL PARK- STYLE CHARCOAL GRILL	\$ 329.00	\$ 296.00	\$ 460.08	\$ 347.00		
	TOTAL OF ALL LINES	\$ 5,950.00	\$ 7,865.00	\$ 8,168.89	\$ 8,497.00	\$ -	
*Company offered Albatross Brand which does not meet City Specs.							

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) 208-7434Purchasing Department
and Package Delivery:Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING

Typed by: sd Buyer: 005

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

DATE
07/26/2022BID NO.
5712DEPARTMENT
Parks DepartmentCommodities to be delivered F.O.B. Mobile to:
To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, Friday, August 19, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	FURNITURE, OUTDOOR					
Qty 7 - 20	Ultra Site 91C-S6 Surfaced Mounted Bench with Back and Center Arm in green as per the attached specifications. Item must match what is already in place in the City of Mobile. Make _____ Model _____					
Qty 7 - 20	Ultra Site Surface Mounted Classic Swing Door Receptacle, model #CL-36RB14 in green as per attached specifications. Item must match what is already in place in the City of Mobile. Make _____ Model _____					
Qty 7 - 20	Ultra Site RB32 32 Gallon Rain Bonnet Top in green as per attached specifications. Item must match what is already in place in the City of Mobile. Make _____ Model _____					
Qty 7 - 20	Ultra Site 32 gallon liner for Ultra Site #CL-36RB14. Item must match what is already in place in the City of Mobile. Make _____ Model _____					
Page 1 of 3			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly. Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3					
Qty 7 - 20	Ultra Site 238-V6 Portable Picnic Table with Surface Mount in green as per the attached specifications. Item must match what is already in place in the City of Mobile. Make _____ Model _____					
Qty 7 - 20	Ultra Site 238H-4-V10 10' Surface Mounted Accessible Picnic Table with Seats in green as per the attached specifications. Item must match what is already in place in the City of Mobile. Make _____ Model _____					
Qty 1 - 20	Pilot Rock Heavy Duty Steel Park-Style Charcoal Grill or Equal to as per the attached specifications. Item must match what is already in place in the City of Mobile. Make _____ Model _____ Pricing to be firm for a six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor(s), the award of this bid may be extended for five (5) additional six (6) month periods. All items must meet requirements as per the attached specifications. Literature and Specifications are required with bid. Quote delivered pricing FOB. All Items are to be compatible with existing equipment in use by the City of Mobile.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 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. See reverse side of page 1 of Bid for instructions and conditions. If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. VENDOR MUST HAVE CONTACT INFORMATION WITH THIS BID. TO BE AWARDED ALL OR NONE.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

- **Ultrasite Hamilton Bench With Back and Center Arm, Model #91C-S6 Surface Mounted**
 - Green
 - Frame, 1"x1" Square Solid Steel Bar
 - 6 Ft. Length
 - Seats Fabricated from ¼" Flat Plate, Reinforced with Schedule 40 Pipe, 5/8" Solid Steel Rod is Welded Underneath Seat for Support
 - Fully Electrically MIG Welded Bench with Powder Coated Finish
 - Surface Mounted, Mounting Plates 1 ½" x ¼", with Electrostatic Powder Coat
 - Dimensions: 23" Wide x 72" Long, Seat Height 18"
 - From the Ground to the Top of the Seat, Overall Dimensions 74" x 24" x 36"
 - 5-Year Warranty Thermoplastic Coated Elements
-
- **Ultrasite Classic Swing Door Receptacle, Model #CL-36**
 - Green
 - Surface Mounted
 - Door Slats 1 ½" x ¼" flat steel strips
 - Top Ring is 5/8" rod
 - Middle and Bottom Rings 3" x 7 Gauge Steel Plate
 - Bottom Plate 10 Gauge Sheet Steel Precision Punched
 - Hinges Solid Steel
 - All Electronically MIG Welded
 - Top and Bottom Door Supports are ¼" Steel Plate
 - Door Latch
 - Steel is Sandblasted to Near White Condition, Coated with Zinc Rich Epoxy Primer and Top Coated with Electrostatic Powder Coat, Oven Cured
 - Overall Dimensions 41 ¼" High (48" with Lid) x 28 ½" diameter x 36gallon capacity
-
- **PCL-36RB14 Rain Bonnet Lid and Liner**
 - Green Bonnet
 - Black Liner
 - To have the ability to be Bolted or Welded to the Body of Ultra Site Classic Swing Door Receptacle #CL-36RB14
 - 5-Year Warranty Thermoplastic Coated Elements
-
- **Ultrasite 238-V6 Portable Picnic Table,**
 - Green
 - Surface Mounted
 - Top and Seats 11 Gauge Die Formed Angle Frame 1" x 1 7/8" with 3" Radius Corners, ¾"
 - #9 Steel Expanded Metal, 7 Gauge x 1 1/2" Flat Bar Center Support and Mounting Bracket Understructure
 - Electrically MIG Welded
 - Oven Fused Functionalized Polyethylene Copolymer Based Thermoplastic, Fluidized Bed Coating Application with Superior Mechanical Performance,
 - Impact Resistance and UV-Stabilized
 - Frame 2 3/8" O.D. 12 Gauge Pre-Galvanized Structural Steel Tubing, Cross Braces 1" O.D. x 16 Gauge Pre-Galvanized Structural Steel Tubing, Brace Attachment Points 1 ½" x 1 ½" x 3/16" Steel Angle,
 - Seat and Top Mounting Points 7 Gauge x 1 1/2" Die Stamped Steel Flat Bar,
 - Legs are a Wrinkle Free Bend

- Holes are Predrilled in Legs for Surface Mounting
 - All Electronically MIG Welded, Frame Electrostatic Powder Coated, Oven Cured,
 - All Hardware Stainless Steel Fasteners
 - Top Dimensions 30" Wide x 72" Long, 30 1/4" High
 - Seats 12" Wide x 72" Long x 18 1/2" High,
 - Outside to Outside Dimensions 68 1/2" x 72"
 - 5-Year Warranty Thermoplastic Coated Elements
-
- **Ultrasite 238H-4-V10 10' Accessible Picnic Table**
 - Green
 - Surface Mounted
 - Top and Seats 11 Gauge Die Formed Angle Frame 1" x 1 7/8" with 3" Radius Corners
 - 3/4" #9 Steel Expanded Metal, 7 Gauge x 1 1/2" Flat Bar Center Support and Mounting Bracket Understructure
 - Electrically MIG Welded
 - Oven Fused Functionalized Polyethylene Copolymer Based Thermoplastic
 - Fluidized Bed Coating Application with Superior Mechanical Performance
 - Impact Resistance and UV-Stabilized
 - Frame 2 3/8" O.D. 12 Gauge Pre-Galvanized Structural Steel Tubing, Cross Braces 1" O.D. x 16 Gauge
 - Pre-Galvanized Structural Steel Tubing
 - Brace Attachment Points 1 1/2" x 1 1/2" x 3/16" Steel Angle
 - Seat and Top Mounting Points 7 Gauge x 1 1/2" Die Stamped Steel Flat Bar
 - Legs are a Wrinkle Free Bend
 - Holes are Predrilled in Legs for Surface Mounting
 - All Electronically MIG Welded
 - Frame Electrostatic Powder Coated
 - All Hardware Stainless Steel Fasteners
 - Top Dimensions 30" Wide x 120" Long
 - Seats 12" Wide x 42" Long x 18" High
 - Outside to Outside Dimension is 69" x 120"
 - 5-Year Warranty Thermoplastic Coated Elements
-
- **Pilot Rock Heavy-Duty Steel Park-Style Charcoal Grill — 16in. x 16in., Model# H-16 B6X2**
 - Durable rust resistant, high temp, black powder coated firebox
 - 1/2in. bar grate adjusts to 4 cooking levels and tips back for easy fire starting
 - Two-piece, 2 3/8in. dia. x 40in.L steel pipe base sets into the ground
 - Swivels 360° for easy cooking access from any position with a locking pin
 - The square firebox has 8in. sides and a 16in. x 16in. cooking surface.
 - Grill rotates a full 360 degrees



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:9/13/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S..Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to CDW Government LLC for 10 network cameras with mounts and 5 PoE injectors for MPD.

General fund.

Amount of Contract:

\$25,470.55

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220901 CDW Agenda Package POs	Cover Memo	9/1/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/1/2022 - 2:29 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>11737</u>	2022	(1530) POLICE ADMIN SERVICES	10 NETWORK CAMERAS W/ MOUNTS AND 5 POE INJECTORS FOR MPD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$25,470.55	<u>(272932) CDW GOVERNMENT LLC</u>

Adopted:

City Clerk

Bill To	Requisition 00011737-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1

Vendor	Ship To
CDW GOVERNMENT LLC	POLICE HEADQUARTERS
230 N MILWAUKEE AVE	2460 GOVERNMENT STREET

MOBILE, AL 36606

VERNON HILLS, IL 60061

Tel#877-501-2756
Fax 312-705-0431

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	272932				POLICE ADMIN SERVICES

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

General Notes

001	PER SOURCEWELL #081419-CDW AND YOUR #MVP548. ITEM: AXIS Q6010 E 60Hz network surveillance camera dome Supplier Part No: 6132347 Manufacturer Part No: 01981-001 Manufacturer Name: AXIS Communications Supplier Quote No: 37171:MVPB548 NIGP: UNSPSC: 43000000	5.00 EACH	1563.10000	7815.50
-----	--	--------------	------------	---------

1	1000.30.15.1530.1542.1530.0000.0000.44020.			7815.50
---	--	--	--	---------

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

002	ITEM: AXIS Q6075 E 60 Hz network surveillance camera Supplier Part No: 5804225 Manufacturer Part No: 01752-004	5.00 EACH	3028.16000	15140.80
-----	---	--------------	------------	----------

=====	=====
Bill To	Requisition 00011737-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
=====	=====

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

VERNON HILLS, IL 60061

MOBILE, AL 36606

Tel#877-501-2756
Fax 312-705-0431

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

-----	-----
Date	Vendor
Ordered	Number
06/27/22	272932
Date	Ship
Required	Via
Terms	Department
	POLICE ADMIN SERVICES
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	Manufacturer Name: AXIS			
	Communications Supplier Quote No:			
	37171:MVPB548 NIGP: UNSPSC:			
	43000000			

1	1000.30.15.1530.1542.1530.0000.0000.44020.			15140.80
---	--	--	--	----------

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

003	ITEM: AXIS T8154 Midspan PoE injector 60 Watt Supplier Part No: 4710552 Manufacturer Part No: 5901-004 Manufacturer Name: AXIS Communications Supplier Quote No: 37171:MVPB548 NIGP: UNSPSC: 43000000	5.00 EACH	195.15000	975.75
-----	---	--------------	-----------	--------

1	1000.30.15.1530.1542.1530.0000.0000.44020.			975.75
---	--	--	--	--------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011737-00 FY 2022 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 3
--	---	--------

Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
---	--

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	272932				POLICE ADMIN SERVICES

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

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

004 ITEM: AXIS T91G61 camera mounting bracket Supplier Part No: 4110313 Manufacturer Part No: 5506-951 Manufacturer Name: AXIS Communications Supplier Quote No: 37171:MVPB548 NIGP: UNSPSC: 43000000	5.00 EACH	195.15000	975.75
---	--------------	-----------	--------

1 1000.30.15.1530.1542.1530.0000.0000.44020.	975.75
--	--------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011737-00 FY 2022 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 4
--	---	--------

Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET
---	--

VERNON HILLS, IL 60061

MOBILE, AL 36606

Tel#877-501-2756
Fax 312-705-0431

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	272932				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
005 ITEM: AXIS T91B57 pole mount kit Supplier Part No: 5286211 Manufacturer Part No: 01470-001 Manufacturer Name: AXIS Communications Supplier Quote No: 37171:MVPB548 NIGP: UNSPSC: 43000000	5.00 EACH	112.55000	562.75

1 1000.30.15.1530.1542.1530.0000.0000.44020.	562.75
--	--------

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total	25470.55
-------------------	----------

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

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.44020.	25470.55	767230.40
SUPPORT SERVICE DIV EXP	OPERATING SUPPLIES	

=====	=====
Bill To	Requisition 00011737-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 5
=====	=====

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

VERNON HILLS, IL 60061

MOBILE, AL 36606

Tel#877-501-2756
Fax 312-705-0431

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
06/27/22	272932				POLICE ADMIN SERVICES
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Approved	09/01/22	DONNA MICHELE STANLEY	Auto approved by: 910516727	
Approved	09/01/22	DONALD ROSE	Approved by: 9105fo1a	
Approved	09/01/22	SANDRA LEWIS	Auto approved by: 910516727	
Approved	09/01/22	JOHN PAINE	Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature



CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Products & Services

[Contract Documents](#)[Pricing](#)[Contact Information](#)[Buy Sourcewell](#)

Products & Services

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

Additional information can be found on the vendor-provided, nongovernment website at:

cdwg.com/sourcewell

 [Locate your local dealer or representative](#) 

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

[General Contracts](#)[eziQC Contracts](#)

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

Category		Brands	CDW-G Contract 081419 CDW Discounts effective 12/1/2019
A	Accessories (A)	All Brands Excluding Apple	7.50%
B	Power, Cooling & Racks (B)	All Brands Excluding Apple	3.50%
C	Desktop Computers (C)	All Brands Excluding Apple	3.75%
D	Data Storage/Drives (D)	All Brands Excluding Apple	4.50%
E	Enterprise Storage (E)	All Brands Excluding Apple	7.75%
F	Point of Sale/Data Capture (F)	All Brands Excluding Apple	5.00%
H	Servers & Server Management (H)	All Brands Excluding Apple	5.25%
L	Notebook/Mobile Devices (L)	All Brands Excluding Apple	4.25%
N	NetComm Products (N)	All Brands Excluding Apple	9.00%
O	Carts and Furniture (O)	All Brands Excluding Apple	5.25%
P	Printing & Document Scanning (P)	All Brands Excluding Apple	3.25%
Q	Services (Partner Delivered) (Q)	All Brands Excluding Apple	7.25%
S	Software (S)	All Brands Excluding Apple	5.25%
T	Collaboration Hardware (T)	All Brands Excluding Apple	10.00%
V	Video & Audio (V)	All Brands Excluding Apple	7.00%
W	Cables (W)	All Brands Excluding Apple	13.00%
Q/WA	Warranties-Product Protection (WA)	All Brands Excluding Apple	7.50%
T/PB	Video Hardware (PB)	All Brands Excluding Apple	3.00%
V/IW	Interactive Whiteboards (IW)	All Brands Excluding Apple	0.00%
V/VT	Interactive Flat Panel Display (VT)	All Brands Excluding Apple	9.00%
L/NB/CBK	Chromebooks (CBK)	All Brands Excluding Apple	3.00%
S/NU/GCH	Google Chrome Management SaaS (GCH)	All Brands Excluding Apple	0.00%
All	All Categories	Apple	0.50%
	Amazon Web Services (AWS)	Amazon	0.00%
All Other	All Other Categories	All Brands	0.00%

2020-2021 CDW-G Professional Services Hourly Rates

Sourcewell Contract 081419-CDW

This Rate Sheet is intended to provide a baseline for pricing CDW Professional Services.

Role/Description	Hourly Rate (Maximum)
Associate Consulting Engineer	\$175
Consulting Engineer	\$215
Senior Consulting Engineer	\$225
Technical Lead/Principal Consulting Engineer	\$255
Enterprise Consulting Architect	\$255
Business Consulting Analyst	\$245
Project Administrator	\$165
Project Manager	\$210
Senior Project Manager	\$215
Enterprise Project Manager, PMO Lead	\$230
Program Manager	\$230
Technical Architect	\$350

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

November 5, 2021

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to “public works,” as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department’s review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell’s competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Sponsored by:

Mayor Stimpson

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
9/1/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

9/1/2022 - 3:31
PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE,
ALABAMA, that the 2022-2023 General Fund, Capital Improvements Fund, and
Convention Center Fund budgets are adopted.

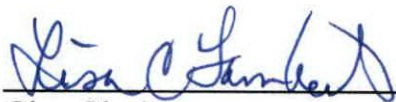
Adopted:

City Clerk

R E S O L U T I O N

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

Adopted: AUG 23 2022

A handwritten signature in blue ink, appearing to read "Lisa C. Lambert", is written over a horizontal line.

City Clerk

Notice of Public Hearing

Pursuant to Resolution of the Mobile, Alabama City Council adopted on August 23, 2022, a public hearing will be held on September 6, 2022, at 10:30 a.m., to consider adoption of the 2022-2023 General Fund, Capital Improvement Fund and Convention Center Fund budgets for the City of Mobile, Alabama.

The public hearing will be held in the auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. Public comments will be allowed.

Lisa C. Lambert,
City Clerk



Order Confirmation

Ad Order Number 0010424603

Customer

CITY OF MOBILE CLERKS OFFICE
 Account: 2035866
 CITY OF MOBILE CLERKS OFFICE
 PO BOX 1827
 MOBILE AL 36633 USA
 (251)208-7414

FAX:

lana.gauthier@cityofmobile.org

Payor Customer

CITY OF MOBILE CLERKS OFFICE
 Account: 2035866
 CITY OF MOBILE CLERKS OFFICE
 PO BOX 1827
 MOBILE AL 36633 USA
 (251)208-7414

PO Number

Sales Rep. Cristy Boyington

Order Taker Cristy Boyington

Order Source

Special Pricing

Tear Sheets 0	TearsheetsCost	\$0.00
Proofs 0		
Affidavits 0	AffidavitsCost	\$0.00
Blind Box		
Promo Type		
Materials		
Invoice Text	2022-2023 General Fund	

Net Amount	\$28.02
Tax Amount	\$0.00
Total Amount	\$28.02
Payment Method	Invoice
Payment Amount	\$0.00
Amount Due	\$28.02

Ad Schedule

Product Press Register

Inserts 1

Cost \$28.02

Ad Type AL Legal Liner

Pick Up #

External Ad #

Production Method AdBooker

Run Dates Sort Text NOTICEOFPUBLICHEARINGPURSUANTTORESOLUTIONOFTHEMOBILEALABAMACITYCOUNCILADOPTEDONAUGU
 08/26/2022

Placement/Class Legals

POS/Sub-Class Legals

AdNumber 0010424603-01

Ad Size 1 X 14 li

Ad Attributes

Color <NONE>

Production Notes

Product AL.com

Inserts 1

Cost \$0.00

Ad Type AL Legal Liner

Pick Up #

External Ad #

Production Method AdBooker

Run Dates Sort Text NOTICEOFPUBLICHEARINGPURSUANTTORESOLUTIONOFTHEMOBILEALABAMACITYCOUNCILADOPTEDONAUGU
 08/26/2022

Placement/Class Legals

POS/Sub-Class Legals

AdNumber 0010424603-01

Ad Size 1 X 14 li

Ad Attributes

Color <NONE>

Production Notes

0010424603-01

Ad Content Proof

Notice of Public Hearing
Pursuant to Resolution of the
Mobile, Alabama City Council adopted on
August 23, 2022, a public hearing will be
held on September 6, 2022, at 10:30 a.m.,
to consider adoption of the 2022-2023
General Fund, Capital Improvement Fund
and Convention Center Fund budgets for the
City of Mobile, Alabama.

The public hearing will be held in the auditor-
ium of Government Plaza, 205 Government
Street, Mobile, Alabama. Public comments
will be allowed.

PRESS REGISTER
August 26, 2022



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Nick Amberger, City Engineer
Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson and Councilmember Cory Penn

Purpose and Scope of Project:

Accept temporary construction easement for the 2019-3005-04 Miscellaneous Drainage - Group B Project, 2054 Clemente Ct.

Amount of Contract:

N/A

Funding Source

Project # 2019-3005-04 Miscellaneous Drainage -
Group B Project

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	8/29/2022
Temporary Construction Easement	Resolution Letter	8/29/2022

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	8/29/2022 - 11:40 AM
Capital	Rhodes, Brenda	Rejected	8/29/2022 - 11:47 AM
			8/29/2022 -

Real Estate	Boatwright, Cassie	Rejected	12:23 PM
Real Estate	Lewis, Rhonda	Approved	8/29/2022 - 1:42 PM
Real Estate Asset Management	Boatwright, Cassie	Approved	8/29/2022 - 5:40 PM
Legal	Kern, Chris	Approved	8/30/2022 - 4:53 PM
Mayors Office	Barber, James	Approved	9/1/2022 - 2:26 PM
Legal	Kern, Chris	Approved	8/30/2022 - 4:53 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts the following Temporary Construction Easement for the Project # 2019-3005-04 CIP Miscellaneous Drainage - Group B, located at 2054 Clemente Ct., Mobile, AL:

1. Temporary Construction Easement, from Senator Vivian Davis Figures

SAID document with sketch being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

City Clerk

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

This indenture made this 17th day of August 2022 between Vivian Davis Figures, the Grantor, and the City of Mobile, a Municipal corporation, organized and existing under the laws of the State of Alabama, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of ONE DOLLAR \$(1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to their property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the City of Mobile, Project # 2019-3005-04 CIP Miscellaneous Drainage - Group B, located at 2054 Clemente Ct., Mobile, AL, said easement being on and across the following described lands and ingress/egress within the area depicted in Exhibit B:

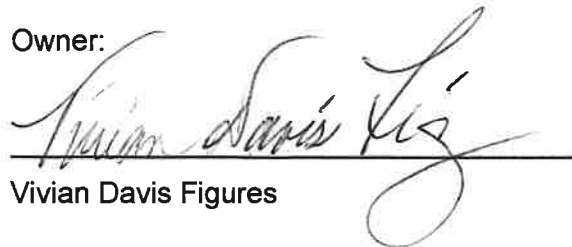
**SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"**

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property.

WITNESSETH further, WHEREAS GRANTEE will enter upon and use said lands in part for the improvement of a portion of the fence structure on GRANTOR's property which portion borders the existing permanent drainage easement, GRANTOR acknowledges GRANTEE assumes no future liability or obligation for the maintenance or repair of said fence structure on the temporary easement and releases GRANTEE from any such liability.

17th IN WITNESS WHEREOF, the undersigned has set my hand and seal, this the day of August 2022.

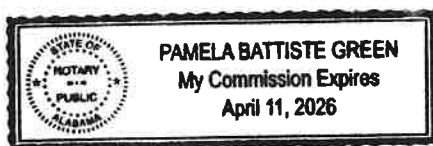
Owner:


Vivian Davis Figures

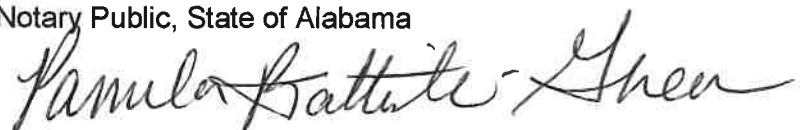
STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Vivian Davis Figures, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 17th day of August 2022.



Notary Public, State of Alabama



My Commission Expires: 4/11/2026

This instrument prepared by:
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

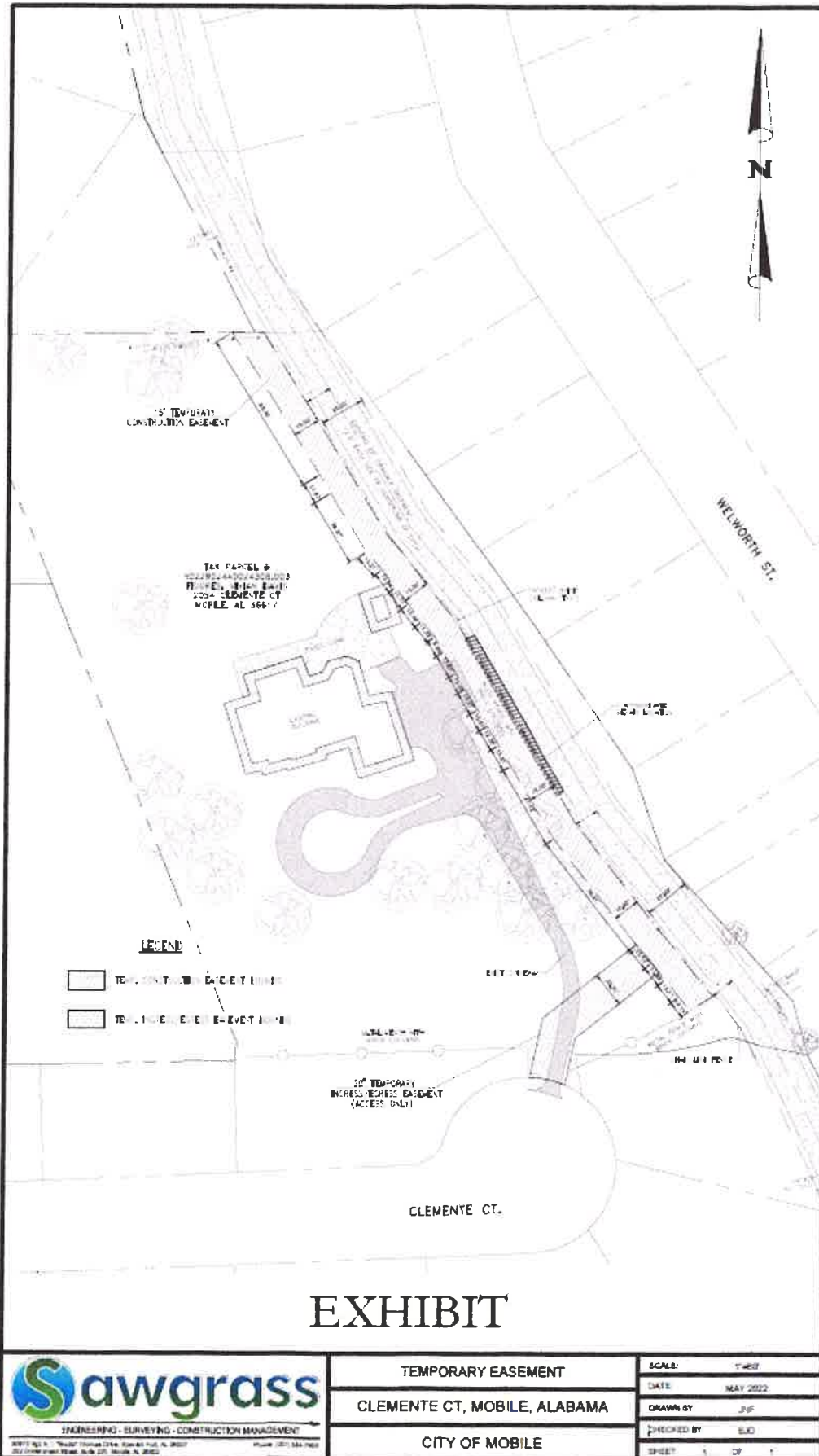
Grantee:
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT 1 DESCRIPTION:

A 50-FOOT STRIP OF LAND ALONG THE NORTHEAST SIDE OF FIGURES WAY M & V S/D 1 LOT (NO NUMBER) MBK 45/36 & ALSO BEG AT NW COR OF FIGURES WAY M & V MBK 45/36 TH CONT N 88 DEG 04 MIN 55 SEC E & ALG N/L OF SD SUB 218.35 FT TO A PT ON E MAR OF TOULMIN BRANCH TH N 31 DEG 08 MIN 13 SEC W ALG ELY MAR OF TOULMIN BRANCH 74.49 FT TH S 88 DEG 04 MIN 55 SEC W 205.46 FT TH S 21 DEG 45 MIN 38 SEC E 69.06 FT TO POB & ALSO LOT 3 CLEMENTE CT MBK 26/65 #SEC 44 T4S R1W #MP29 02 44 0 024.

"EXHIBIT B"



 ENGINEERING • SURVEYING • CONSTRUCTION MANAGEMENT 20075 1ST ST. • "SAWGRASS" TRAILER PARK, REMOVED, MOBILE, AL 36617 20075 1ST ST. • "SAWGRASS" TRAILER PARK, REMOVED, MOBILE, AL 36617	TEMPORARY EASEMENT		SCALE: 1"=40'
	CLEMENTE CT, MOBILE, ALABAMA		DATE: MAY 2022
	CITY OF MOBILE		DRAWN BY: JPF
			CHECKED BY: EJD
		SHEET: 1 OF 1	



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Herman Wright Cox

Amount of Contract:

n/a

Effective Date of Contract:

9/13/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Herman Cox

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Herman Cox	Resolution Letter	8/30/2022

REVIEWERS:

Department Reviewer	Action	Date
Legal Barfield, Becky	Approved	8/30/2022 - 3:54 PM
		8/30/2022 - 4:50

Legal
Mayors
Office

Kern, Chris
Barber, James

Approved
Approved

PM
9/1/2022 - 2:32
PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Herman Wright Cox, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D030\P004\00110279.doc



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of State Farm Insurance as Subrogee of their insured Billy R. Moore

Amount of Contract:

n/a

Effective Date of Contract:

9/13/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Moore

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Moore	Resolution Letter	9/1/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	9/1/2022 - 1:16 PM
			9/1/2022 - 2:49

Legal
Mayors
Office

Kern, Chris
Barber, James

Approved
Approved

PM
9/1/2022 - 2:53
PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of State Farm Insurance as Subrogee of their insured Billy R. Moore, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

\\Citylawsrv\cycom\WPDocs\D031\P003\00110309.doc



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Chris Arledge, 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

Type

Upload Date

ordinance

Cover Memo

9/8/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

9/8/2022 - 1:32 PM

**AN ORDINANCE TO DEFINE THE CITY OF MOBILE
“CENTRAL BUSINESS DISTRICT”**

Sponsored by: Councilor Carroll

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Chapter 1, Article 1 of the Mobile City Code, 1991, is hereby amended to add a new section defining the City’s “Central Business District” as follows:

Sec. 1-10. – Central Business District.

- (a) The “Central Business District” of the City of Mobile is hereby defined and established as follows:

That area bounded by Interstate 65 on the North and West, Interstate 10 on the South and East, the Mobile River on the East, and Alternate U.S. Highway 90/Bay Bridge Road and Interstate 165 on the North, but excluding any lands within said area not lying within the corporate limits of the City of Mobile.

- (b) The City Council may in its discretion from time to time re-define and re-determine the boundaries of the City’s “Central Business District” as circumstances may require.

Miscellaneous.

- (a) Any ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.
- (b) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.
- (c) This Ordinance shall take effect after its adoption and publication as required by law on the effective date of the Unified Development Code as provided therein in section 64-9-4 thereof.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Chris Arledge, 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

Type

Upload Date

ordinance

Cover Memo

9/8/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

9/8/2022 - 1:36
PM

AN ORDINANCE TO AMEND “SEC. 14-3. – CONTRACT PROCEDURES”
OF THE MOBILE CITY CODE, 1991

Sponsored by: Councilor Carroll

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

Section 1. Amendment.

Sec. 14-3(d) of the Mobile City Code, 1991, is hereby amended and restated in its entirety to read as follows:

- (d) Performance contracts. All commitments to fund organizations shall require a performance contract and a resolution of the council finding the expenditure serves a public purpose. If the amount of a performance contract is less than \$5,000.00, liability insurance may not be required of the funded organization unless the City Attorney determines that the use of funding creates an unacceptable risk of loss to the City.

Section 2. Miscellaneous.

- (a) All other provisions and sections of the aforesaid Ordinance not amended herein shall remain in full force and effect.
- (b) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.
- (c) This Ordinance shall be effective within the City of Mobile immediately upon its adoption and publication as required by law.

Approved:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Sponsored by:

Councilmember Jones

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/8/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/8/2022 - 10:39 AM

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 915 and 907 Hillcrest Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted August 16, 2022, a public hearing will be held on the 13th day of September, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 915 and 907 Hillcrest Road (east side of Hillcrest Road, at the west terminus of Timbers Drive) from B-2, Neighborhood Business District, to B-3, Community Business District.

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

Lisa C. Lambert
City Clerk

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

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

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

LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16, 17, AND 18 IN BLOCK 48 MOBILE HEIGHTS, FORMERLY CALLED PINEHURST, DELANEY ADDITION TO SPRINGHILL, AS PER PLAT RECORDED IN DEED BOOK 138, PAGE 118 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

AND

LOTS 7, 8, 9, 10, 11 AND 12 IN BLOCK 48 MOBILE HEIGHTS, FORMERLY CALLED PINEHURST, DELANEY ADDITION TO SPRINGHILL, AS PER PLAT RECORDED IN DEED BOOK 138, PAGE 118 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from B-2, Neighborhood Business District to B-3, Community Business District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-3,

Community Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business District until all of the conditions set forth below have been complied with: 1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 13th day of September 2022, at 10:30 AM. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 19th day of August 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **915 and 907 Hillcrest Road** (East side of Hillcrest Road, at the West terminus of Timbers Drive).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **B-2, Neighborhood Business District** to **B-3, Community Business District**. Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 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:

LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16, 17, AND 18 IN BLOCK 48 MOBILE HEIGHTS, FORMERLY CALLED PINEHURST, DELANEY ADDITION TO SPRINGHILL, AS PER PLAT RECORDED IN DEED BOOK 138, PAGE 118 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

AND

LOTS 7, 8, 9, 10, 11 AND 12 IN BLOCK 48 MOBILE HEIGHTS, FORMERLY CALLED PINEHURST, DELANEY ADDITION TO SPRINGHILL, AS PER PLAT RECORDED IN DEED BOOK 138, PAGE 118 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **B-2, Neighborhood Business District** to **B-3, Community Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-3, Community Business District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business District** until all of the conditions set forth below have been complied with: 1) **Completion of the Subdivision process**; and 2) **Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

**Laura Ledyard
915 and 907 Hillcrest Road
(East side of Hillcrest Road, at the West terminus of Timbers Drive)
Council District 6
Scott Jones**



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

August 2, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of July 21, 2022 considered the request of **Laura Ledyard** for a change in zoning from **B-2, Neighborhood Business District** to **B-3, Community Business District** for the property located at **915 and 907 Hillcrest Road** (East side of Hillcrest Road, at the West terminus of Timbers 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; and 2) Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 26, 2022

Laura Ledyard
915 Hillcrest Road
Suite A
Mobile, Alabama 36695

Re: 915 and 907 Hillcrest Road
(East side of Hillcrest Road, at the West terminus of Timbers Drive).
Council District 6
ZON-002099-2022 (Rezoning)
Square 1 Plaza
Rezoning from B-2, Neighborhood Business District to B-3, Community Business District.

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

At its meeting on July 21, 2022, the Planning Commission considered the above referenced Rezoning application.

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

- a. changing conditions in a particular area make a change in the Ordinance necessary and desirable; and
- b. there is a need to increase the number of sites available to business or industry.

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; and
- 2) full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is \$283.85. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:


Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
July 12, 2022
PUBLIC HEARING NOTICE



Re: **915 and 907 Hillcrest Road**
(East side of Hillcrest Road, at the West terminus of Timbers Drive).
Council District 6
ZON-002099-2022 (Rezoning)
Square 1 Plaza
Rezoning from B-2, Neighborhood Business District to B-3, Community Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, July 21, 2022, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from B-2, Neighborhood Business District to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m. on Wednesday, July 20, 2022**, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

JULY 12, 2022

PUBLIC HEARING NOTICE



Re: **915 and 907 Hillcrest Road**
(East side of Hillcrest Road, at the West terminus of Timbers Drive).
Council District 6
ZON-002099-2022 (Rezoning)
Square 1 Plaza
Rezoning from B-2, Neighborhood Business District to B-3, Community Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, July 21, 2022, at 2:00 p.m.**, to consider the above referenced application.

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

The proposed zoning district is Rezoning from B-2, Neighborhood Business District to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m. on Wednesday, July 20, 2022**, to allow adequate time for the Commission members to review the information.

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



Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☒ **Zoning Change**

\$100.00 (if recommended for approval,
additional advertising fee required)

☐ **Planning Approval**

\$150.00 (non-profit \$50)

☐ **Planned Unit Development**

\$150.00

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

1. APPLICANT

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

Laura Ledyard

laura@southalreo.com

Name

Email

915 Hillcrest Rd, Suite A Mobile AL 36695

251.402.3130

Full Address (Street, City, State, Zip)

Phone

2. OWNER

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

Ithaca Inc.

Estate of Angela Blum

Name

Name (other owners, optional)

3. PROPERTY INFORMATION

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

907 and 915 Hillcrest Rd

R0228083000070.000 and R0228083000071.000

Property Address

Parcel Number

2.53 ac

Property Area (acres or square feet)

B2

B3

Present Zoning

Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION

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

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

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

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

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

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ YES ☒ NO

If YES, are they shown on the Site Plan? ☐ YES ☒ NO

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

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

Applicant Signature

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant Signature

Date

APPLICATION CHECKLIST

(ZON, PUD, PLA)

- ☐ Seven (7) copies of completed application
- ☐ Legal description of site in question (from deed or survey, not a tax assessment description)
- ☐ Parcel number of site in question
- ☐ Detailed description of proposal
- ☐ Plan consistency analysis
- ☐ Seven (7) copies of site plan showing all information listed on the application (drawn to scale)
- ☐ Digital copy of site plan (dxf or dwg - Autocad 2007 compatible)
- ☐ All trees 24" and larger shown on plan
- ☐ Address labels for property owners within 300 ft.; address label for applicant; and, if applicant and owner differ, address label for owner
- ☐ First-class postage fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ☐ Notification fee (\$1.00) per mailing label
- ☐ One photocopy of address labels
- ☐ Signature of property owner or letter authorizing applicant to submit application

ALL OF THE ABOVE DOCUMENTS MUST BE SUBMITTED FOR AN APPLICATION TO BE PROCESSED.
INCOMPLETE OR INACCURATE INFORMATION WILL DELAY THE PROCESSING OF YOUR REQUEST.

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



915 Hillcrest Road Suite A Mobile Alabama 36695
ofc 251.344.0805 cl 251.402.3130 laura@southalreco.com

June 14, 2022

City of Mobile
Planning & Zoning

Re: Zoning Change 907 Hillcrest Rd Mobile AL 36695 - K00584193 and 915 Hillcrest Rd. Mobile AL 36695 - K00584200

Dear Ladies and Gentlemen,

My name is Laura Ledyard, I am the Broker for Angela Blum Real Estate and property manager of Square 1 shopping center located at 907 and 915 Hillcrest Road. I am submitting a zoning change application.

The following addresses items 4, 5 and 6 of the planning commission application attached hereto.

Item 4 APPLICATION DESCRIPTION

Square 1 is a small retail strip center approximately 15,800 sf fronting Hillcrest Rd. It was built in 2 phases in 1985 and 1987. There has been no additions or modifications to the original structure or site plan including the parking lot and drainage plan. I am currently negotiating with a jewelry store owner "Royal Stone Fine Jewelry and Piercing" who has expressed interest in leasing a suite at my location. The primary business shall be Jewelry sales with an accessory business of piercing. Due to the limitation of 25% placed on the accessory business we feel that B3 zoning covers both the landlord and the business owner for business growth and prosperity.

Item 5 PLAN CONSISTENCY STATEMENT

As you can see from the attached map, many of the surrounding properties are currently zoned B -3. Some of which include Regions Bank, Berkshire / Prudential office center, Goldstein's Jewelry (originally built as a bank), and Sunshine Skate Center, most of these were developed after 1985, which is the year the subject was built. Hillcrest Road has been designated as a transportation corridor west of I-65 serving primarily the low-density (suburban) residential neighborhoods. Under the new Comprehensive Plan, all of the commercial properties spread along Hillcrest Road zoned B-2 and B-3 located between Airport Blvd. and Grelot Road would be classified as Mixed Commercial Corridor. MCC includes a wide variety of retail, services and entertainment uses. A change in zoning to a B-3 classification on this property would be consistent with the Future Land Use Plan and Major Street Plan, as well as the surrounding areas.

Item 6 ZONING STATEMENT

This zoning amendment is necessary for a proposed jewelry store to perform piercing. Under the current zoning regulations, B-3 zoning is necessary for piercing if it exceeds the 25% threshold for an accessory business. As an example, if the majority of customers purchasing earrings also have them installed this accessory service is likely to exceed the 25% threshold.

Because many of the surrounding properties are already zoned B-3 there should be no effect on the surrounding land uses.

Due to the following 2 conditions the requested zoning amendment should be allowed.

2) Changes in conditions in this area make the ordinance change necessary and desirable.

Since the construction of said property in 1985 there has been a substantial residential growth in single family neighborhoods as well as higher density apartment complexes throughout the Hillcrest / Grelot area. Having variety in retail and services is vital in supporting the surrounding residential areas. B-2 has limits in its classifications so in order to expand the variety of retail and services to the area B-3 zoning is necessary. This new classification will allow the landlord to market and lease to a wider variety of businesses.

3) The residential growth in the Hillcrest area has created an increased need for business in addition to sites that are available. It is necessary to rezone these few remaining B2 properties to keep up with the need for business.

Kindest regards,

Laura Blum. Ledyard
Broker, Real Estate

THE STATE OF ALABAMA

COURT OF PROBATE

COUNTY OF MOBILE

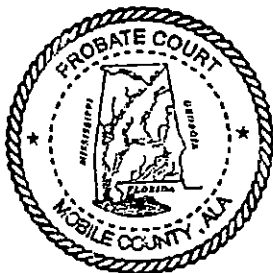
CASE NO. 2020-1572

RE: ANGELA ELISE BLUM, DECEASED

LETTERS TESTAMENTARY

The Will of ANGELA ELISE BLUM, deceased, having been duly admitted to record in said county, Letters Testamentary are hereby granted to LAURA BLUM LEDYARD, the Personal Representative named in said will, who has complied with the requisites of the laws and who is authorized to take upon herself the execution of such will. Except as restricted or otherwise provided by said will, the Personal Representative is authorized to administer the estate in accordance with the powers and duties set out pursuant to *Ala. Code* §§43-2-830, et seq. (1975). Unless otherwise provided by the will, the powers and duties of said Personal Representative specifically include, but are not limited to, gathering and retaining estate assets, paying taxes, fees, and expenses, including court costs, incident to the administration of the estate.

ORDERED this 30th day of October, 2020.



DON DAVIS, Judge of Probate

Action By Written Consent

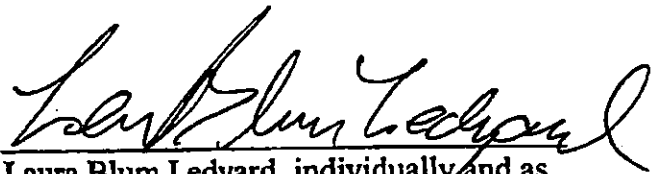
The undersigned, constituting all of the shareholders and directors of Ithaca, Inc., an Alabama corporation (the "Corporation"), hereby adopt the following resolutions:

RESOLVED that Laura Blum Ledyard, Meda B. Brooks and Joseph Rodney Moring shall serve as directors of the Corporation.

FURTHER RESOLVED that Laura Blum Ledyard shall serve as the Corporation's President, Secretary and Treasurer, with full authority to take such actions as may be necessary to have signature authority over the Corporation's accounts.

FURTHER RESOLVED that Joseph Rodney Moring shall serve as the Corporation's Vice President.

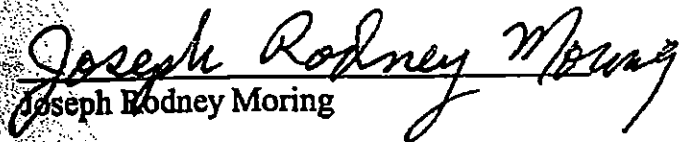
10/19/20



Laura Blum Ledyard, individually and as
Personal Representative of the Estate of
Angela Elise Blum, deceased



Meda B. Brooks, individually and as
Personal Representative of the Estate of
James David Brooks, deceased



Joseph Rodney Moring

STATE OF ALABAMA
COUNTY OF MOBILE

939601

KNOW ALL MEN BY THESE PRESENTS, That G. C. OUTLAW, III, a married man, hereinafter called the Grantor, in consideration of the sum of TWENTY-FOUR THOUSAND AND NO/100 (\$24,000.00) DOLLARS in cash, and the promise of ITHACA, INC., an Alabama corporation, the Grantee, to pay a balance of ONE HUNDRED SIXTY-TWO THOUSAND AND NO/100 (\$162,000.00) DOLLARS in the manner hereinafter written, subject to the reservations, easements, encumbrances and exceptions hereinafter described, and the vendor's lien herein reserved, does hereby GRANT, BARGAIN, SELL and CONVEY unto ITHACA, INC., the said Grantee, all that real property in the County of Mobile, State of Alabama, described as follows, to-wit:

Lots 1, 2, 3, 4, 5, 6, 13, 14, 15, 16, 17 and 18 in Block 48 Mobile Heights, formerly called Pinchurst, Delaney Addition to Springhill, as per plat recorded in Deed Book 138, Page 118 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

This property does not constitute any portion of the homestead of the Grantor or of the Grantor's spouse.

SUBJECT TO:

1. A reservation into and by Floyd T. McConnell, et al., by instrument dated May 22, 1981 and recorded in Real Property Book 2242, Page 528, of a vendor's lien, together with an undivided interest in and to one-half of all of the oil, gas and other minerals, lying on, upon or under the lands described herein but not including any such minerals which may be encountered within and under 250 feet of the surface of the lands described herein.
2. A reservation into and by Mobile Paint Manufacturing Company, by instrument dated May 22, 1981 and recorded in Real Property Book 2242, Page 523, of a vendor's lien, together with an undivided interest in and to one-half of all of the oil, gas and other minerals, lying on, upon or under the lands described herein but not including any such minerals which may be encountered within and under 250 feet of the surface of the lands described herein.
3. Sanitary sewer easement granted Board of Water and Sewer Commissioners of the City of Mobile by instrument dated May 22, 1979 and recorded in Real Property Book 2032, Page 311.

4. Easement granted Board of Water and Sewer Commissioners of the City of Mobile by instrument dated March 29, 1979 and recorded in Real Property Book 1984, Page 776.

5. Easement granted City of Mobile by instrument dated March 26, 1979 and recorded in Real Property Book 1997, Page 826.

6. Easement condemned by Board of Water and Sewer Commissioners of the City of Mobile by instrument recorded in Real Property Book 1393, Page 293-294.

NOTE: All recording references hereinabove are to Records in the Office of Probate Court of Mobile County, Alabama.

2762c 835

TOGETHER with all and singular the rights, members, tenements, hereditaments, privileges and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the said ITHACA, INC., its successors and assigns, forever.

And the said Grantor, for himself, his heirs at law, next of kin, personal representatives, successors and assigns, does hereby covenant with the said Grantee, its successors and assigns, that he is seized in fee simple of said property, that he is in the peaceable possession thereof, that said property is free and clear of all liens and encumbrances (excepting the lien for current ad valorem taxes which are assumed by Grantee), and that the Grantor, his heirs at law, next of kin, personal representatives, successors and assigns, will forever warrant the title to and the possession of said property unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

It is hereby agreed, as between Grantor and Grantee, that at all times hereafter provided Grantee is in no way in default hereunder, Grantor shall allow Grantee to construct, where it deems necessary, drainage ditches so as to alleviate any and all drainage problems which exist or may hereafter develop on the above-described parcel. In this regard, in and about construction thereof, Grantee shall and hereby does indemnify and hold Grantor harmless

against any and all liability arising therefrom, and does further likewise indemnify and hold Grantor harmless against such liability arising from any construction upon the subject premises conveyed hereby.

The unpaid balance of said purchase money is in the sum of, to-wit: ONE HUNDRED SIXTY-TWO THOUSAND AND NO/100 (\$162,000.00) DOLLARS; and to secure the payment of which a lien upon the property above described is hereby reserved and is represented by a promissory note of the Grantee of even date payable at the banking house of The Merchants National Bank of Mobile, Mobile, Alabama, as follows:

Four successive and consecutive annual installments of the sum of \$40,500.00 each shall be due and payable, together with interest at thirteen and one-half percent (13.5%) per annum on the unpaid principal balance, the first such installment, plus interest, as aforesaid, being due and payable May 12, 1986.

Prepayment may be made in whole or in part, but in any such event within one calendar year from the date hereof, a sum equal to the aforementioned rate of interest per annum over the said calendar year, as aforesaid, shall be due and payable.

By accepting this conveyance the Grantee, for itself, and its successors and assigns, hereby agrees for so long as any part of said purchase money, or the interest thereon, remains unpaid, as follows:

1. To pay said note and the interest thereon promptly upon maturity.
2. If there are any buildings now on said property, or if any buildings are hereafter erected thereon, to keep same in good repair and insured against fire and extended coverage in an amount not less than the balance due on the note secured by this vendor's lien deed, or the insurable value of the property, whichever is the lesser, by policies made payable to and deposited with the Grantor.
3. To pay promptly all taxes, assessments, liens or other charges which may hereafter become effective against said property, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith.

27628 836

27628 837

4. That if the Grantor shall, upon the happening of any default hereunder, resort to litigation for the recovery of the sums hereby secured, or employs an attorney to collect said sums, or in the event of the bankruptcy of the Grantee, and Grantor employs an attorney for any purpose in connection with the collection of the sum secured hereby, the Grantee will pay all reasonable costs, expenses and attorneys' fees, and any other sum or sums due the Grantor by virtue of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said litigation; and in the event of bankruptcy, if no judgment or decree is entered, the Grantee will nevertheless pay the fee of the Grantor in such proceedings.

5. That if the Grantee fails to perform any of the duties herein specified the Grantor may perform the same, and for any sums expended by the Grantor in this behalf the Grantor shall have an additional lien, secured by these presents, on said property.

6. That upon the happening of a default in the payment of that certain promissory note, or on any installment of interest thereon, or upon any default in the performance of any of the obligations herein imposed on the Grantee, the Grantor shall have the right, at his election, to declare all of the unpaid indebtedness immediately due and payable, and shall, in addition, have the right to sell said property at public outcry in front of the Court House of Mobile County, in the City of Mobile, Alabama, for cash, to the highest bidder, after giving thirty days' notice of the time and place of sale, and a description of the land to be sold, by an advertisement published once a week for three successive weeks in a newspaper published in the County of Mobile; to make proper conveyance to the purchaser; and the proceeds of said sale shall apply, first to the payment of the costs of said sale, including a reasonable attorneys' fee and a

reasonable auctioneer's fee; second, to the payment of the amount of said principal note, whether due or not, with the unpaid interest thereon to date of sale, and any amount that may be due the Grantor by virtue of any of the special liens herein declared; and third, the balance, if any, to be paid over to the said Grantee.

7. That at any sale under the powers herein the Grantor may bid for and purchase said property like a stranger hereto.

It is further agreed, by and between Grantor and Grantee, that Grantee shall be entitled to a Partial Release of the vendor's lien herein reserved by Grantor on the following basis, to-wit:

(i) At any time within one calendar year from the date hereof, any such release shall be granted upon payment by Grantee of \$620.00 per front foot, or \$2.35 per square foot, together with one year's interest at the rate of 13.5% per annum on the sum tendered therefor.

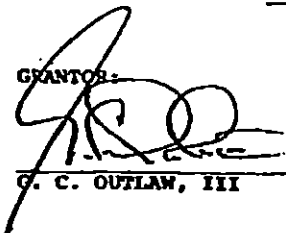
(ii) At any time after one calendar year from the date hereof, any such release shall be granted upon payment by Grantee of \$620.00 per front foot or \$2.35 per square foot, plus accrued interest at the rate of 13.5% per annum on the sum tendered therefor.

(iii) In no event, shall any such release be granted on the basis of the down payment paid herewith.

(iv) In any event, all such releases shall be granted in a uniform manner, but not necessarily contiguous, all as reasonably mutually satisfactory.

IN WITNESS WHEREOF, the Grantor has set his hand and seal hereunto and Grantee has caused these presents to be executed by its officers thereunto duly authorized on this the 16TH day of May, 1985.

GRANTOR:


C. C. OUTLAW, III

27626 838



(CORPORATE SEAL)

ATTEST:

By: James D. Dyer
Its: SECRETARY

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that G. C. Outlaw, III whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 14th day of May, 1985.

[Signature]
NOTARY PUBLIC
My Commission Expires 10-26-85

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ANGELA BLUM, as President of Ithaca, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same as such officer, with full authority, voluntarily on the day the same bears date.

Given under my hand and official seal on this the 15th day of May, 1985.

[Signature]
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

THOMAS P. OLLINGER, JR.
WILKINS, DRUHAN & OLLINGER
Post Office Box 154
Mobile, Alabama 36601

GRANTEE:
ITHACA, INC.

By: Angela Blum
Its: President

RECORD FILE
STATE OF ALABAMA
COUNTY OF MOBILE
WAS FILED ON
MAY 15 4 11 PM '85
J. C. C.

27626 839

GRANTEE'S ADDRESS:

Attention: Ms. Angela E. Blum
c/o Roberts Brothers
3664 Dauphin Street
Mobile, Alabama 36608

STATE OF ALABAMA
COUNTY OF MOBILE

339500

KNOW ALL MEN BY THESE PRESENTS, That G. C. OUTLAW, III, a married man, hereinafter called the Grantor, in consideration of the sum of SIXTEEN THOUSAND AND NO/100 (\$16,000.00) DOLLARS in cash, and the promise of ANGELA E. BLUM, the Grantee, to pay a balance of SEVENTY-EIGHT THOUSAND AND NO/100 (\$78,000.00) DOLLARS in the manner hereinafter written, subject to the reservations, easements, encumbrances and exceptions hereinafter described, and the vendor's lien herein reserved, does hereby GRANT, BARGAIN, SELL and CONVEY unto ANGELA E. BLUM, the said Grantee, all that real property in the County of Mobile, State of Alabama, described as follows, to-wit:

27628 828

Lots 7, 8, 9, 10, 11 and 12 in Block 48 Mobile Heights, formerly called Pinehurst, Delaney Addition to Springhill, as per plat recorded in Deed Book 138, Page 118 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

This property does not constitute any portion of the homestead of the Grantor or of the Grantor's spouse.

SUBJECT TO:

1. A reservation into and by Floyd T. McConnell, et al., by instrument dated May 22, 1981 and recorded in Real Property Book 2242, Page 528, of a vendor's lien, together with an undivided interest in and to one-half of all of the oil, gas and other minerals, lying on, upon or under the lands described herein but not including any such minerals which may be encountered within and under 250 feet of the surface of the lands described herein.
2. A reservation into and by Mobile Paint Manufacturing Company, by instrument dated May 22, 1981 and recorded in Real Property Book 2242, Page 523, of a vendor's lien, together with an undivided interest in and to one-half of all of the oil, gas and other minerals, lying on, upon or under the lands described herein but not including any such minerals which may be encountered within and under 250 feet of the surface of the lands described herein.
3. Sanitary sewer easement granted Board of Water and Sewer Commissioners of the City of Mobile by instrument dated May 22, 1979 and recorded in Real Property Book 2032, Page 311.

4. Easement granted Board of Water and Sewer Commissioners of the City of Mobile by instrument dated March 29, 1979 and recorded in Real Property Book 1984, Page 776.

NOTE: All recording references hereinabove are to Records in the Office of Probate Court of Mobile County, Alabama.

27626 829

TOGETHER with all and singular the rights, members, tenements, hereditaments, privileges and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the said ANGELA E. BLUM, her heirs and assigns, forever.

And the said Grantor, for himself, his heirs at law, next of kin, personal representatives, successors and assigns, does hereby covenant with the said Grantee, her heirs, successors and assigns, that he is seized in fee simple of said property, that he is in the peaceable possession thereof, that said property is free and clear of all liens and encumbrances (excepting the lien for current ad valorem taxes which are assumed by Grantee), and that the Grantor, his heirs at law, next of kin, personal representatives, successors and assigns, will forever warrant the title to and the possession of said property unto the Grantee, her heirs, successors and assigns, against the lawful claims of all persons whomsoever.

The unpaid balance of said purchase money is in the sum of, to-wit: SEVENTY EIGHT THOUSAND AND NO/100 (\$78,000.00) DOLLARS; and to secure the payment of which a lien upon the property above described is hereby reserved and is represented by a promissory note of the Grantee of even date payable at the banking house of The Merchants National Bank of Mobile, Mobile, Alabama, as follows:

One installment in the sum of \$78,000.00 shall be due and payable, together with interest at thirteen and one-half percent (13.5%) per annum on the unpaid principal balance on the 16th day of November, 1985.

Prepayment may be made in whole or in part, but in any such event, a sum equal to the aforementioned rate of interest per annum over the entire six month period, as aforesaid, shall be due and payable.

By accepting this conveyance the Grantee, for herself, and her heirs, successors and assigns, hereby agrees for so long as any part of said purchase money, or the interest thereon, remains unpaid, as follows:

1. To pay said note and the interest thereon promptly upon maturity.
2. If there are any buildings now on said property, or if any buildings are hereafter erected thereon, to keep same in good repair and insured against fire and extended coverage in an amount not less than the balance due on the note secured by this vendor's lien deed, or the insurable value of the property, whichever is the lesser, by policies made payable to and deposited with the Grantor.
3. To pay promptly all taxes, assessments, liens or other charges which may hereafter become effective against said property, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith.
4. That if the Grantor shall, upon the happening of any default hereunder, resort to litigation for the recovery of the sums hereby secured, or employs an attorney to collect said sums, or in the event of the bankruptcy of the Grantee, and Grantor employs an attorney for any purpose in connection with the collection of the sum secured hereby, the Grantee will pay all reasonable costs, expenses and attorneys' fees, and any other sum or sums due the Grantor by virtue of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said

050 27017

litigation; and in the event of bankruptcy, if no judgment or decree is entered, the Grantee will nevertheless pay the fee of the Grantor in such proceedings.

5. That if the Grantee fails to perform any of the duties herein specified the Grantor may perform the same, and for any sums expended by the Grantor in this behalf the Grantor shall have an additional lien, secured by these presents, on said property.

6. That upon the happening of a default in the payment of that certain promissory note, or on any installment of interest thereon, or upon any default in the performance of any of the obligations herein imposed on the Grantee, the Grantor shall have the right, at his election, to declare all of the unpaid indebtedness immediately due and payable, and shall, in addition, have the right to sell said property at public outcry in front of the Court House of Mobile County, in the City of Mobile, Alabama, for cash, to the highest bidder, after giving thirty days' notice of the time and place of sale, and a description of the land to be sold, by an advertisement published once a week for three successive weeks in a newspaper published in the County of Mobile; to make proper conveyance to the purchaser; and the proceeds of said sale shall apply, first to the payment of the costs of said sale, including a reasonable attorneys' fee and a reasonable auctioneer's fee; second, to the payment of the amount of said principal note, whether due or not, with the unpaid interest thereon to date of sale, and any amount that may be due the Grantor by virtue of any of the special liens herein declared; and third, the balance, if any, to be paid over to the said Grantee.

7. That at any sale under the powers herein the Grantor may bid for and purchase said property like a stranger hereto.

27628 831

It is hereby agreed, as between Grantor and Grantee, that at all times hereafter provided Grantee is in no way in default hereunder, Grantor shall allow Grantee to construct, where it deems necessary, drainage ditches so as to alleviate any and all drainage problems which exist or may hereafter develop on the above-described parcel. In this regard, in and about construction thereof, Grantee shall and hereby does indemnify and hold Grantor harmless against any and all liability arising therefrom, and does further likewise indemnify and hold Grantor harmless against such liability arising from any construction upon the subject premises conveyed hereby.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their respective hands and seals on this the 16th day of May, 1985.

GRANTOR:

G. C. OUTLAW, III

GRANTEE:

ANGELA E. BLUM

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that G. C. Outlaw, III whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 16th day of May, 1985.

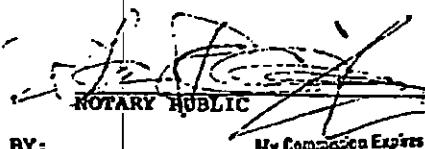
NOTARY PUBLIC

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ANGELA E. BLUM, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 16th day of May, 1985.


 NOTARY PUBLIC

My Commission Expires 10-22-86

THIS INSTRUMENT PREPARED BY:

THOMAS P. OLLINGER, JR.
 WILKINS, DRUHAN & OLLINGER
 Post Office Box 154
 Mobile, Alabama 36601
 (205) 432-0738

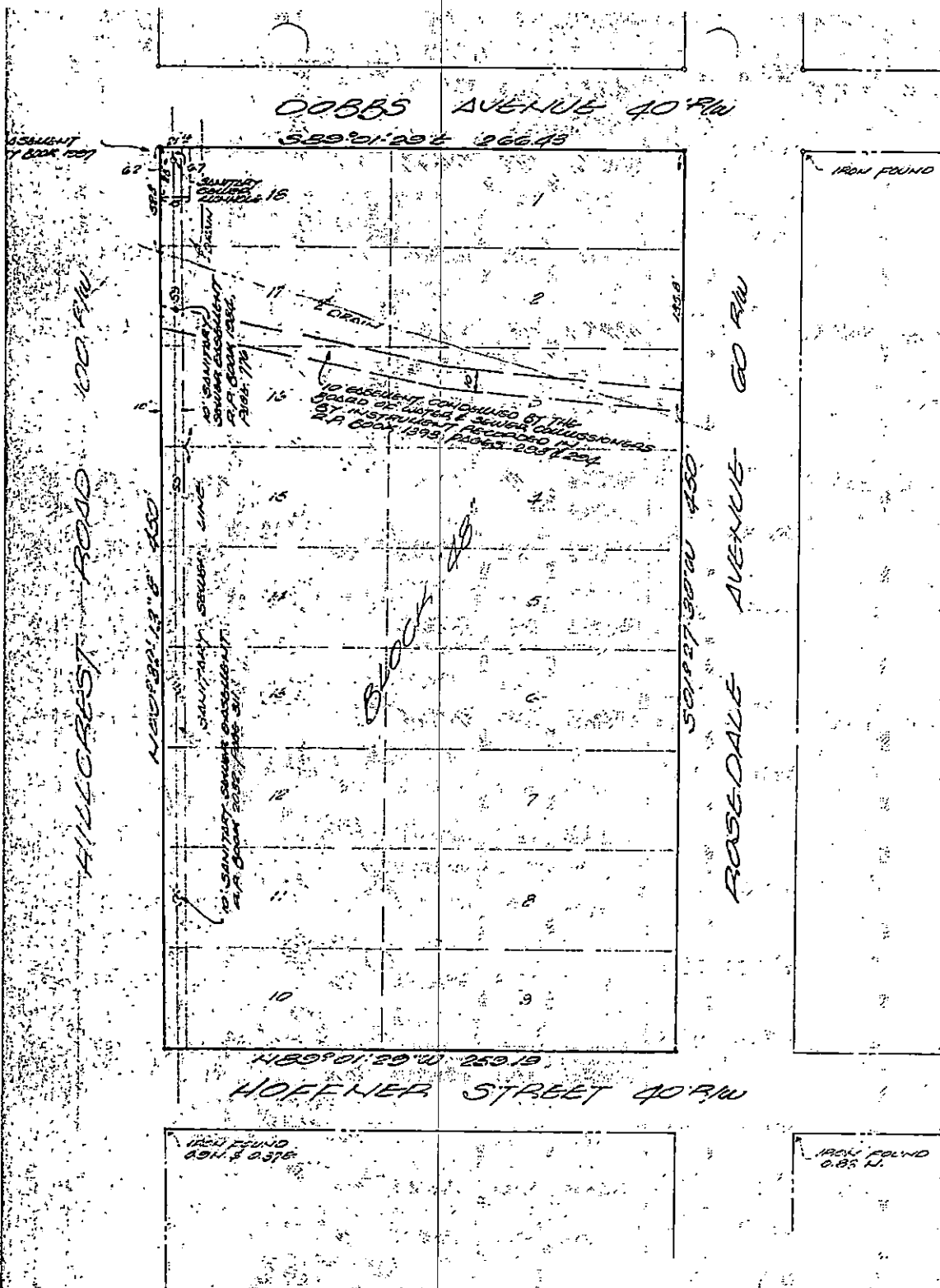
GRANTEE'S ADDRESS:

c/o ROBERTS BROTHERS
 3664 Dauphin Street
 Mobile, Alabama 36608

RECORDED IN
 BOOK OF AL. MOBILE CO.
 1 CERTIFY THIS INSTRUMENT
 WAS FILED ON

MAY 16 4 21 PM '85
 J. P. Ollinger

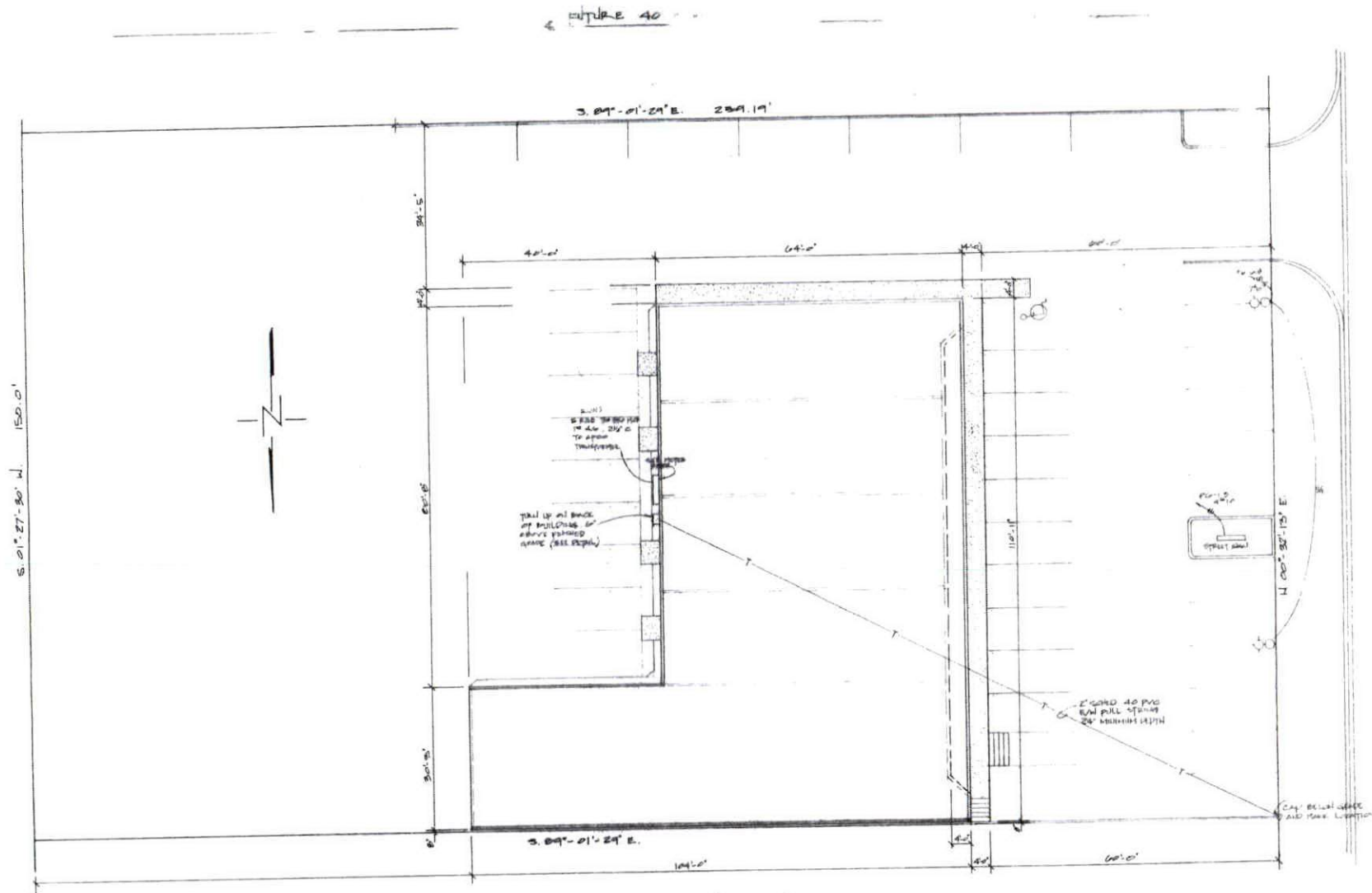
27626 833



ALL THAT PORTION OF BLOCK 48, PINEHURST, DELANEY ADDITION TO SPRING HILL AS RECORDED IN DEED BOOK 138 N.S., PAGES 118-122 OF THE PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LYING EAST OF THE EAST RIGHT OF WAY LINE OF HILLCREST ROAD, CONTAINING 2.715 ACRES.

I, DONALD F. COLEMAN, A REGISTERED LAND SURVEYOR HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT RECORD OF A SURVEY MADE BY ME ON THIS, THE 8TH DAY OF OCTOBER, 1930.

Donald F. Coleman
DONALD F. COLEMAN - REG. NO. 5421



PLOT PLAN

SCALE: 1" = 100'

		PROPOSED COMPLEX FOR: LOT NOS. 7-12, BLOCK 48 PINEHURST, DELANEY ADDITION TO SPRINGHILL	
		DATE: _____ DESIGNED BY: _____ DRAWN BY: _____	SHEET: _____ OF: _____

OSDALE AVENUE (60' R/W)

SCALE 1"=20'

STATE OF ALABAMA:
COUNTY OF MOBILE:

I, MIKELL D. SPEAKS, A REGISTERED SURVEYOR OF MOBILE, ALABAMA, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT MAP OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

LOTS 4, 5, 6, 13, 14 AND 15 OF BLOCK 48, PINEHURST DELANY'S ADDITION TO SPRING HILL, AS RECORDED IN DEED BOOK 138, PAGES 118-132 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, AND, THE NORTH 0.8 FOOT OF LOT 7 AND LOT 12 OF BLOCK 48, PINEHURST DELANY'S ADDITION TO SPRING HILL, AS RECORDED IN DEED BOOK 138, PAGES 118-132 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

I ALSO CERTIFY THAT THE BUILDINGS NOW ERECTED ON SAID LOT ARE WITHIN THE BOUNDARIES OF SAME; THAT THERE ARE NO ENCROACHMENTS BY ADJOINING PROPERTY, EXCEPT AS SHOWN; THAT THERE ARE NO JOINT DRIVES, RIGHT-OF-WAYS, OR EASEMENTS OVER OR ACROSS SAID PROPERTY VISIBLE ON THE SURFACE, EXCEPT AS SHOWN; THAT THERE ARE NO ELECTRIC OR TELEPHONE WIRES (EXCLUDING WIRES WHICH SERVE THE PREMISES ONLY) OR STRUCTURES OR SUPPORTS THEREOF INCLUDING POLES, ANCHORS, AND GUY WIRES ON OR ACROSS SAID PREMISES, EXCEPT AS SHOWN.

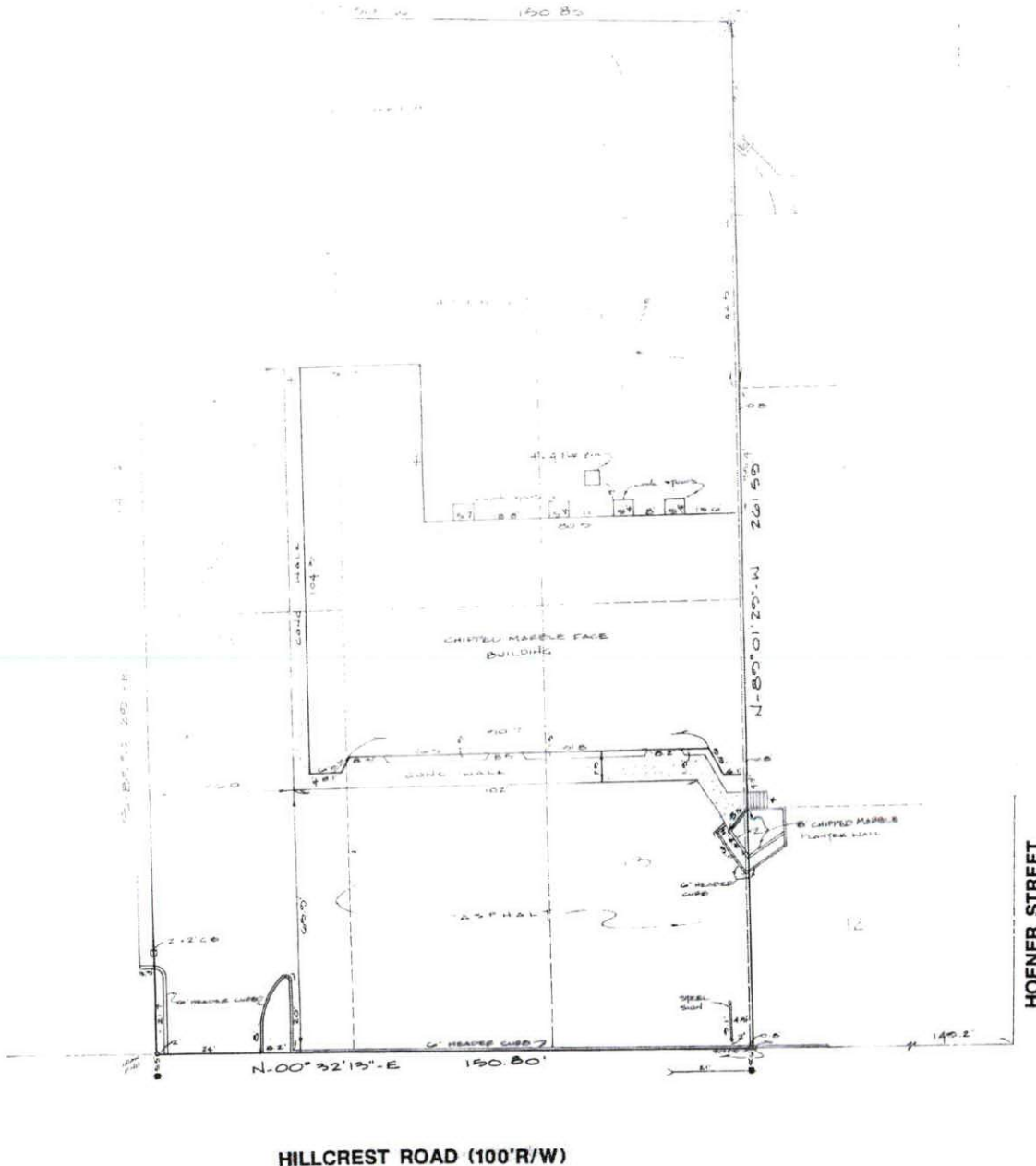
I FURTHER CERTIFY THAT I HAVE CONSULTED THE FLOOD INSURANCE RATE MAP OF COMMUNITY NO. 015007, PANEL NO. 0005E, AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS IN FLOOD ZONE "C".

ACCORDING TO MY SURVEY, THIS THE 16TH DAY OF SEPTEMBER, 1987.

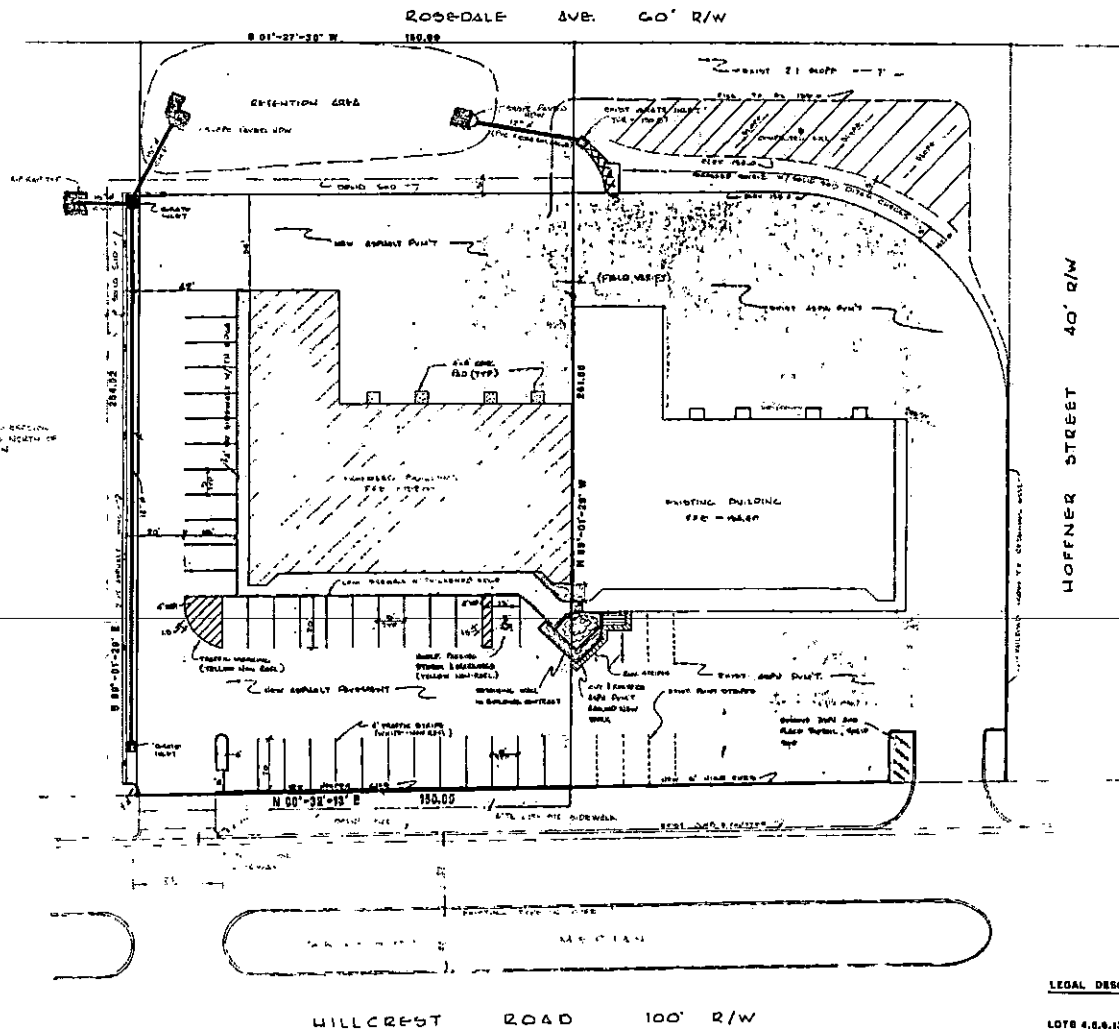
Mikell D. Speaks
ALABAMA REGISTRATION NO. 9127

REVISED: 9/15/87 TO SHOW
0.8' SOUTH OF LOTS
6 AND 13

MS
Mikell D. Speaks & Associates
Consulting Engineers, Incorporated
733 Oak Grove Drive West
Mobile, Alabama 36605
Telephone: (205) 685-6516



OWNER TO VERIFY EXISTING UTILITIES SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND TO PROVIDE CONNECTIONS TO MAIN TRUNKED UTILITIES. THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY CONNECTIONS TO THE MAIN TRUNKED UTILITIES. THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY CONNECTIONS TO THE MAIN TRUNKED UTILITIES.



NOTE:
1. LOT 1 AND LOT 2 SHOWN
ON THIS MAP
2. REMAINING UNDEVELOPED AND UNDEVELOPED
LANDS ARE NOT SHOWN
ON THIS MAP

NOTES:

1. ALL CONSTRUCTION OF THE PROJECT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF ALABAMA, THE CITY OF MOBILE, THE COUNTY OF MOBILE, AND THE FEDERAL GOVERNMENT.
2. ALL WORK WITHIN CITY LIMITS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MOBILE, THE COUNTY OF MOBILE, AND THE FEDERAL GOVERNMENT.
3. LOCATIONS OF UNDERGROUND UTILITIES WITHIN THE PROJECT SHALL BE DETERMINED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND TO PROVIDE CONNECTIONS TO MAIN TRUNKED UTILITIES.
4. REMOVAL OF EXISTING UTILITIES SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MOBILE, THE COUNTY OF MOBILE, AND THE FEDERAL GOVERNMENT.
5. AREAS WITHIN THE PROJECT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MOBILE, THE COUNTY OF MOBILE, AND THE FEDERAL GOVERNMENT.
6. ALL EXCESS FILL OR EXCAVATION FROM THE PROJECT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MOBILE, THE COUNTY OF MOBILE, AND THE FEDERAL GOVERNMENT.
7. AFTER COMPLETION OF ALL CONSTRUCTION, THE SITE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MOBILE, THE COUNTY OF MOBILE, AND THE FEDERAL GOVERNMENT.
8. THE SITE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MOBILE, THE COUNTY OF MOBILE, AND THE FEDERAL GOVERNMENT.
9. THE SITE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MOBILE, THE COUNTY OF MOBILE, AND THE FEDERAL GOVERNMENT.
10. THE SITE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MOBILE, THE COUNTY OF MOBILE, AND THE FEDERAL GOVERNMENT.
11. THE SITE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MOBILE, THE COUNTY OF MOBILE, AND THE FEDERAL GOVERNMENT.
12. THE SITE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MOBILE, THE COUNTY OF MOBILE, AND THE FEDERAL GOVERNMENT.
13. THE SITE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MOBILE, THE COUNTY OF MOBILE, AND THE FEDERAL GOVERNMENT.
14. THE SITE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MOBILE, THE COUNTY OF MOBILE, AND THE FEDERAL GOVERNMENT.
15. THE SITE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MOBILE, THE COUNTY OF MOBILE, AND THE FEDERAL GOVERNMENT.
16. THE SITE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MOBILE, THE COUNTY OF MOBILE, AND THE FEDERAL GOVERNMENT.
17. THE SITE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MOBILE, THE COUNTY OF MOBILE, AND THE FEDERAL GOVERNMENT.
18. THE SITE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MOBILE, THE COUNTY OF MOBILE, AND THE FEDERAL GOVERNMENT.
19. THE SITE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MOBILE, THE COUNTY OF MOBILE, AND THE FEDERAL GOVERNMENT.
20. THE SITE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MOBILE, THE COUNTY OF MOBILE, AND THE FEDERAL GOVERNMENT.

LEGAL DESCRIPTION:

LOT 4, 5, 6, 13, 14 AND 15 OF BLOCK 48 PINEHURST SUBDIVISION
AS RECORDED IN DEED BOOK 128, PAGE 116-132

MIKELL D. SPEAKS & ASSOCIATES • CONSULTING ENGINEERS, INCORPORATED
372 OAK CIRCLE DRIVE WEST • MOBILE, ALABAMA 36688
DATE: AUGUST 1988

SQUARE FEET
FLOOD AFFECTION PLAN

00584200

Show search results for 00584...

Layers

Layers

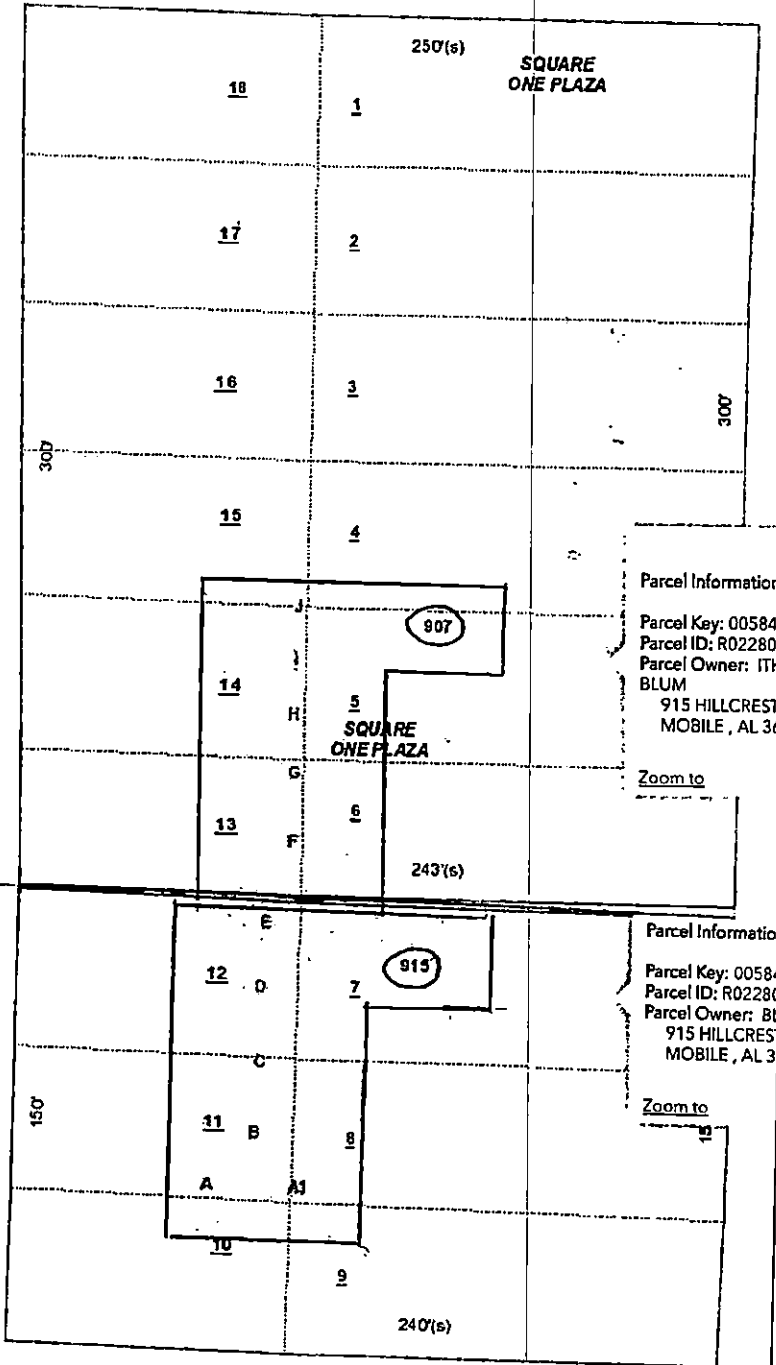
Mobile Corporate Limits

Parcel

Zoning District

Future Land Use Map

Address



Parcel Information

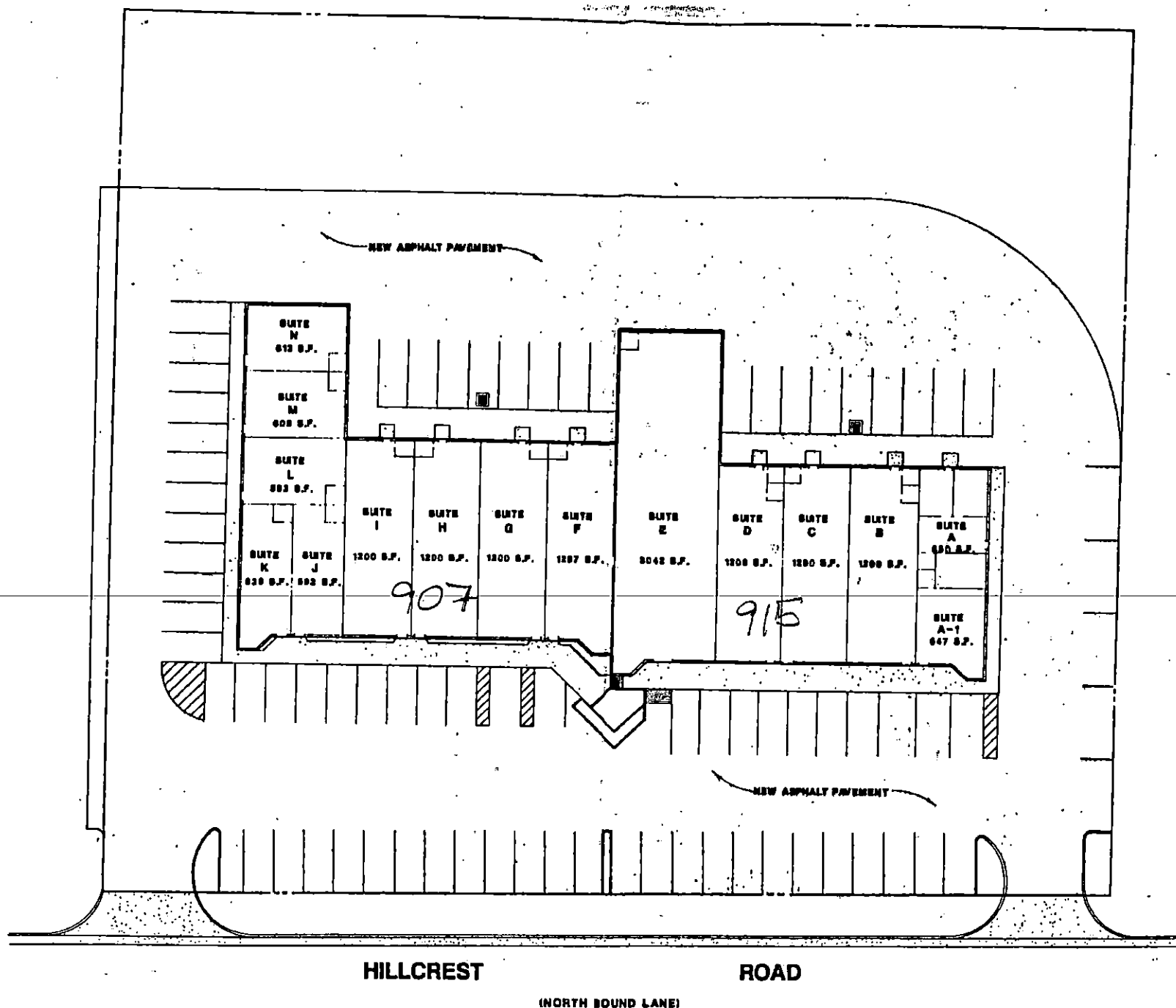
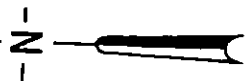
Parcel Key: 005841
Parcel ID: R022808
Parcel Owner: ITH,
BLUM
915 HILLCREST
MOBILE, AL 366

Zoom to

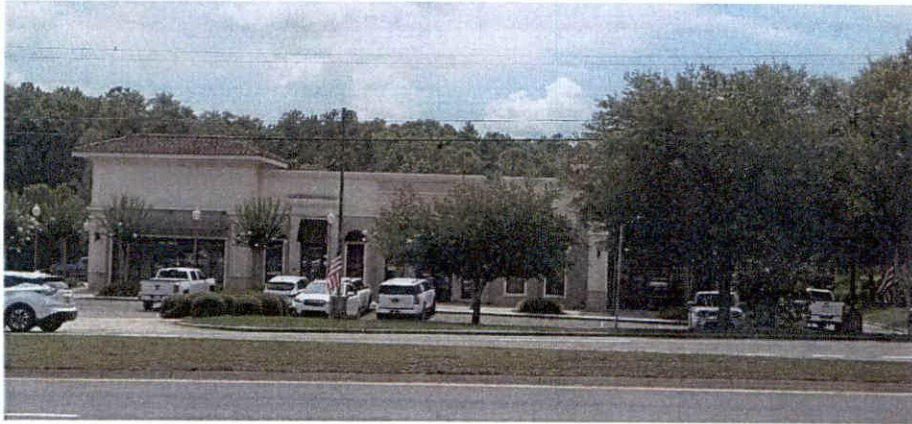
Parcel Information

Parcel Key: 00584
Parcel ID: R02280
Parcel Owner: BL
915 HILLCREST
MOBILE, AL 3

Zoom to



Current retail strip centers located on Hillcrest Rd between Airport and Grelot which all have B-3 Zoning



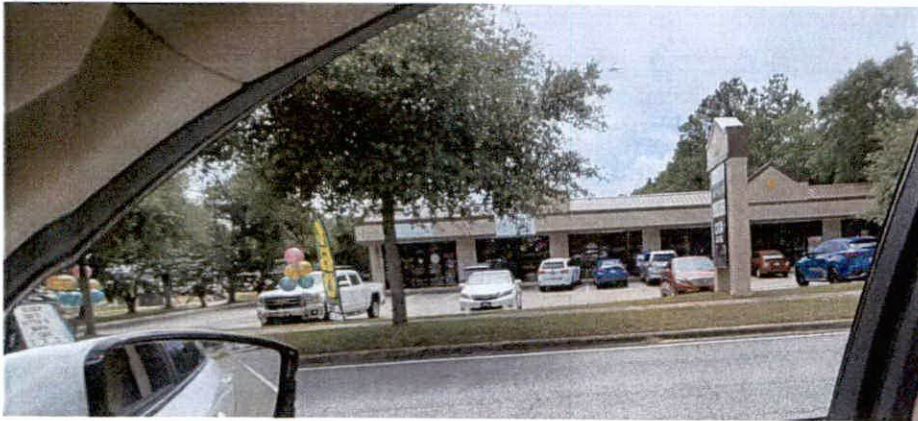
900 Hillcrest Rd B-3 Office Retail center



878 Hillcrest Rd B-3 multi Office center located catty corner to subject



1016 Hillcrest Rd B-3 multi Office building



1218 Hillcrest Rd B-3 small retail strip center



1222 Hillcrest Rd B-3 small retail strip center



1234 Hillcrest Rd B-3 small retail strip center





Corner of Hillcrest and Airport, small retail strip center zoned B-3



851-877 Hillcrest Rd, small retail strip center zoned B-3
it has approximately 11 suites, all rented but 1. Square 1 has 6 suites in the 915 side and 9 suites in 907.



Here are 2 located just south of Grelot with B-3 Zoning



1412 Hillcrest Rd B-3



1422 Hillcrest Rd B-3

	PIC LLC 17.5% INT, JAY-E LLC 12.5% INT, VINCENT F 13331 REECK ROAD 2ND FLOOR SOUTHGATE, MI 48195	PIC LLC 8.75% INT, GATE C LLC 13.75% INT, LLC 13.75% INT, JOHN WHITE- 13331 REECK ROAD 2ND FLOOR SOUTHGATE, MI 48195
RISE CHURCH 3458 ROYALTY COURT MOBILE, AL 36695	ANGELA E. BLUM 915 HILLCREST RD STE A MOBILE, AL 36695	B C DANIELS INC 5617 COTTAGE HILL RD MOBILE, AL 36609
MICHAEL R DARDEAU 810 LINLEN AVE MOBILE, AL 36609	BEVERLY JOANNE MENDELSON P O BOX 16473 MOBILE, AL 36616	STELLA LYNN LUNA 112 AMAKOLA CT BREVARD, NC 28712
ALLEN C BRUSH P O BOX 9936 MOBILE, AL 36691	REHM HILLCREST PROPERTIES LLC, AN ALABAMA LLC 951 HILLCREST RD MOBILE, AL 36609	DAY CARE CENTER INVESTORS DBA LAPETITE ACADEMY C/O TAX DEPT 21333 HAGGERTY RD STE 300 NOVI, MI 48375
REHM HILLCREST PROPERTIES LLC, AN ALABAMA LLC 951 HILLCREST RD MOBILE, AL 36695	HILLCREST PROPERTIES LLC 1009 AUGUSTA ST MOBILE, AL 36604	900 HILLCREST RD LLC 900 HILLCREST RD STE A5 MOBILE, AL 36695
HILLCREST TIMBERS LLC 940 HILLCREST RD MOBILE, AL 36695	MOBILE SKATE CENTER LLC P O BOX 965 DAPHNE, AL 36526	WHITESPUNNER B 43.75% INT & S PHILLIPS CRABTREE 6.25% INT C/O CUMMINGS & ASSOCIATES INC 13331 REECK ROAD SOUTHGATE, MI 48195
MARIA CHRISTINA GONZALEZ 916 DICKENSON AVE MOBILE, AL 36609	JAMES V MCNAMARA JR 920 DICKENSON AVE MOBILE, AL 36609	HAYDEN Z GAINES 914 DICKENSON AVE MOBILE, AL 36608
ITHACA INC ATTN:ANGELA E BLUM 915 HILLCREST RD SUITE A MOBILE, AL 36609	TERRELL WADE SHIVER 964 DICKENSON AVE MOBILE, AL 36609	DEMETRIOS A & JOHN VELLIANITIS 21829 OMEARA TERRACE #402 ASHBURN, VA 20147
LCK LLC 9807 POTOMAC RIDGE DR MOBILE, AL 36695	WES LLC 66 JORDAN LN MOBILE, AL 36608	LIFESOUTH COMMUNITY BLOOD CENTERS INC 4039 NEWBERRY RD GAINESVILLE, FL 32607
HILLCREST TIMBERS LLC 940 HILLCREST RD MOBILE, AL 36695		

**SUBDIVISION &
ZONING AMENDMENT STAFF REPORT****Date: July 21, 2022**

<u>APPLICANT NAME</u>	Square 1 Plaza
<u>SUBDIVISION NAME</u>	Square 1 Plaza Subdivision
<u>LOCATION</u>	915 and 907 Hillcrest Road (East side of Hillcrest Road, at the West terminus of Timbers Drive).
<u>CITY COUNCIL DISTRICT</u>	Council District 6
<u>PRESENT ZONING</u>	B-2, Neighborhood Business District
<u>PROPOSED ZONING</u>	B-3, Community Business District
<u>AREA OF PROPERTY</u>	3 Lots / 2.5± Acres
<u>CONTEMPLATED USE</u>	Subdivision Approval to create three legal lots of record from eighteen (18) legal lots of record; and Rezoning from B-2, Neighborhood Business District to B-3, Community Business District. It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

ENGINEERING**COMMENTS**

Subdivision: According to the subdivision application form the applicant is proposing a 3-lot subdivision; however, the documents that were uploaded do not show a proposed 3 subdivision. Please submit a subdivision plat for review.

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 (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.

TRAFFIC ENGINEERING

COMMENTS

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

URBAN FORESTRY

COMMENTS

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

FIRE DEPARTMENT

COMMENTS

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings. The applicant should review Chapter 23 of the International Fire Code (IFC) 2012, section 2304.

**TIME SCHEDULE
FOR DEVELOPMENT**

None provided

REMARKS

The applicant is requesting Subdivision Approval to create three legal lots of record from eighteen (18) legal lots of record; and Rezoning from B-2, Neighborhood Business District to B-3, Community Business District.

The site has been given a Mixed Commercial Corridor (MCC) land use designation, per the adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

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

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

The applicant proposes to create three legal lots of record from eighteen (18) legal lots of record. The applicant submitted a copy of the previously recorded Subdivision plat, with the proposed lot lines depicted. It appears that the proposed lots will each exceed the minimum size requirements of the Subdivision Regulations, as approved.

There are two sanitary sewer easements depicted on the plat, which should be depicted on the Final Plat, if approved, as well as a note stating that no structures are allowed in any easement without the approval of the easement holder.

The site has frontage along Hillcrest Road, and three unopened, undeveloped rights-of-way. Hillcrest Road is shown as having a compliant right-of-way width making no dedications necessary. The existing rights-of-way for the adjacent unopened, undeveloped rights-of-way varies from 40-feet to 60-feet, as recorded on the recorded plat from 1980, and as the roads are currently undeveloped, no additional dedication should be required at this time.

The 25' minimum required setback is not depicted along any of the street frontages, and if approved, should be shown along all street frontages.

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

The site is bounded to the North (across an unopened right-of-way) by B-3, Community Business District; to the South (across an unopened right-of-way) by B-2, Neighborhood Business District; to the West (across Hillcrest Road) by B-3; and to the East (across an unopened right-of-way) by R-3, Multi-Family Residential District.

The applicant states the following to address the rational for the zoning request:

My name is Laura Ledyard, I am the Broker for Angela Blum Real Estate and property manager of Square 1 shopping center located at 907 and 915 Hillcrest Road. I am submitting a zoning change application.

The following addresses items 4, 5 and 6 of the planning commission application attached hereto.

Item 4 APPLICATION DESCRIPTION

Square 1 is a small retail strip center approximately 15,800 sf fronting Hillcrest Rd. It was built in 2 phases in 1985 and 1987. There has been no additions or modifications to the original structure or site plan including the parking lot and drainage plan. I am currently negotiating with a jewelry store owner "Royal Stone Fine Jewelry and Piercing" who has expressed interest in leasing a suite at my location. The primary business shall be Jewelry sales with an accessory business of piercing. Due to the limitation of 25% placed on the accessory business we feel that B3 zoning covers both the landlord and the business owner for business growth and prosperity.

Item 5 PLAN CONSISTENCY STATEMENT

As you can see from the attached map, many of the surrounding properties are currently zoned B -3. Some of which include Regions Bank, Berkshire / Prudential office center, Goldstein's Jewelry (originally built as a bank), and Sunshine Skate Center, most of these were developed after 1985, which is the year the subject was built. Hillcrest Road has been designated as a transportation corridor west of I-65 serving primarily the low-density (suburban) residential neighborhoods. Under the new Comprehensive Plan, all of the commercial properties spread along Hillcrest Road zoned B-2 and B-3 located between Airport Blvd. and Grelot Road would be classified as Mixed Commercial Corridor. MCC includes a wide variety of retail, services and entertainment uses. A change in zoning to a B-3 classification on this property would be consistent with the Future Land Use Plan and Major Street Plan, as well as the surrounding areas.

Item 6 ZONING STATEMENT

This zoning amendment is necessary for a proposed jewelry store to perform piercing. Under the current zoning regulations, B-3 zoning is necessary for piercing if it exceeds the 25% threshold for an accessory business. As an example, if the majority of customers purchasing earrings also have them installed this accessory service is likely to exceed the 25% threshold.

Because many of the surrounding properties are already zoned B-3 there should be no effect on the surrounding land uses.

Due to the following 2 conditions the requested zoning amendment should be allowed.

2) Changes in conditions in this area make the ordinance change necessary and desirable. Since the construction of said property in 1985 there has been a substantial residential growth in single family neighborhoods as well as higher density apartment complexes throughout the Hillcrest / Grelot area. Having variety in retail and services is vital in supporting the surrounding residential areas. B-2 has limits in its classifications so in order to expand the variety of retail and services to the area B-3 zoning is necessary. This new classification will allow the landlord to market and lease to a wider variety of businesses.

3) The residential growth in the Hillcrest area has created an increased need for business in addition to sites that are available. It is necessary to rezone these few remaining B2 properties to keep up with the need for business.

Section 64-9.A.2.a. of the Zoning Ordinance states that new B-3 districts should contain a minimum of four (4) acres, unless abutting an existing commercially or industrially zoned property. As the proposed lot to be rezoned is 2.5± acres, and abuts existing B-3 zoning to the North and West, this site meets the recommendations for the creation of a new B-3 district.

The site plan submitted depicts the existing structure and parking lot. No new development is proposed at this time. The site currently exists with shared parking and access across multiple lots, and the functionality of the property will not change; however, Planned Unit Development (PUD) approval will be required if physical changes are proposed to the site.

RECOMMENDATION

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

- 1) provision of a Final Plat as required by Section IV.C.2. of the Subdivision Regulations;
- 2) provision of the lot size in square feet and acres, or the provision of a chart depicting the same information;
- 3) depiction of the 25' minimum building setback along all rights-of-way;
- 4) placement of a note on the Final Plat stating that no structures are allowed in any easements, without the approval of the easement holder;
- 5) compliance with Engineering comments: *(According to the subdivision application form the applicant is proposing a 3-lot subdivision; however, the documents that were uploaded do not show a proposed 3 subdivision. Please submit a subdivision plat for review.)*
- 6) placement of a note on the Final Plat stating the following Traffic Engineering comments: *(Site is limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
- 7) compliance with Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);*
- 8) compliance with Fire comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance. (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.); and*
- 9) full compliance with all municipal codes and ordinances.

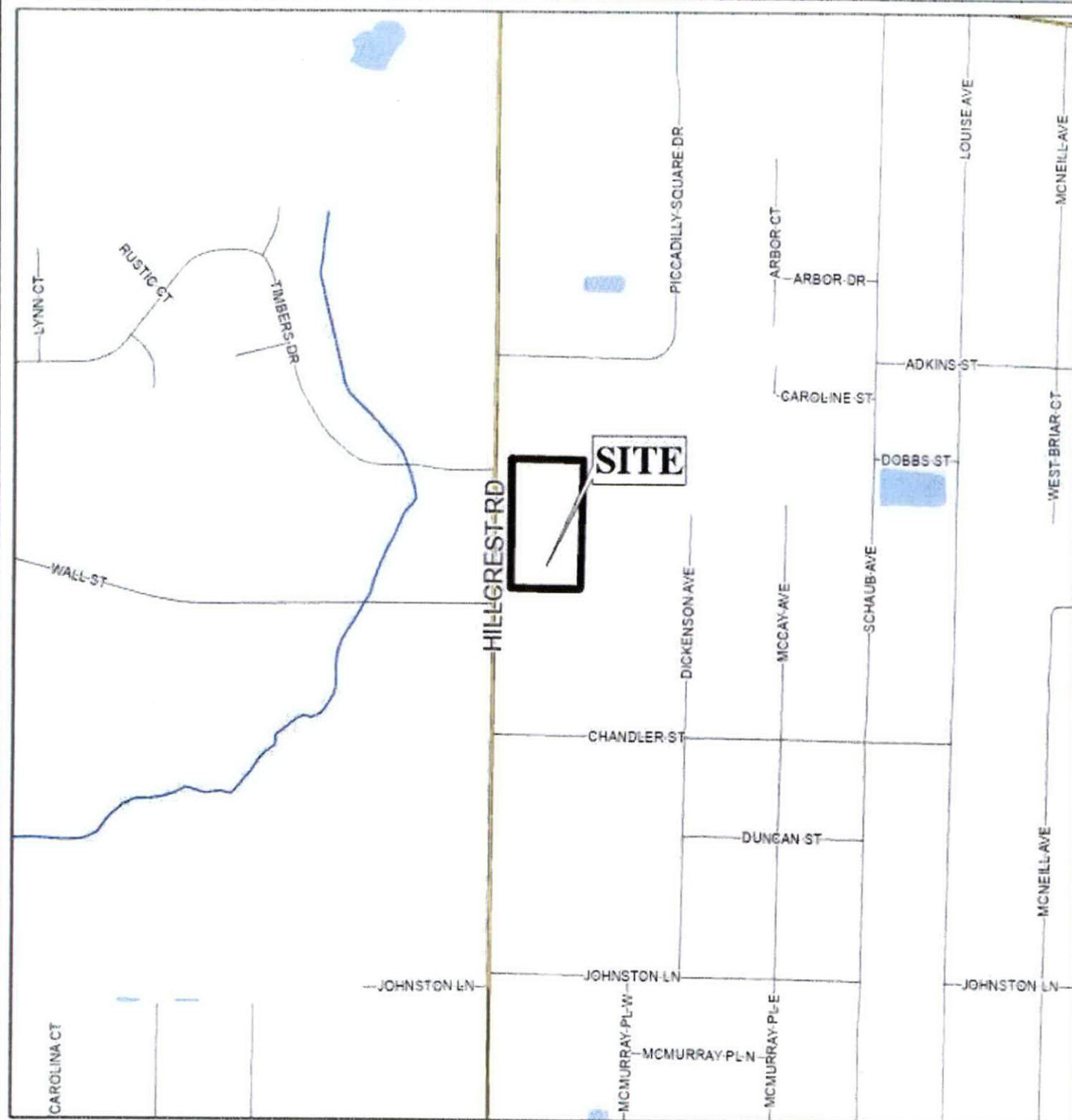
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

- 1) changing conditions in a particular area make a change in the Ordinance necessary and desirable; and
- 2) there is a need to increase the number of sites available to business or industry.

The rezoning should be subject to the following conditions:

- 1) completion of the Subdivision process; and
- 2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



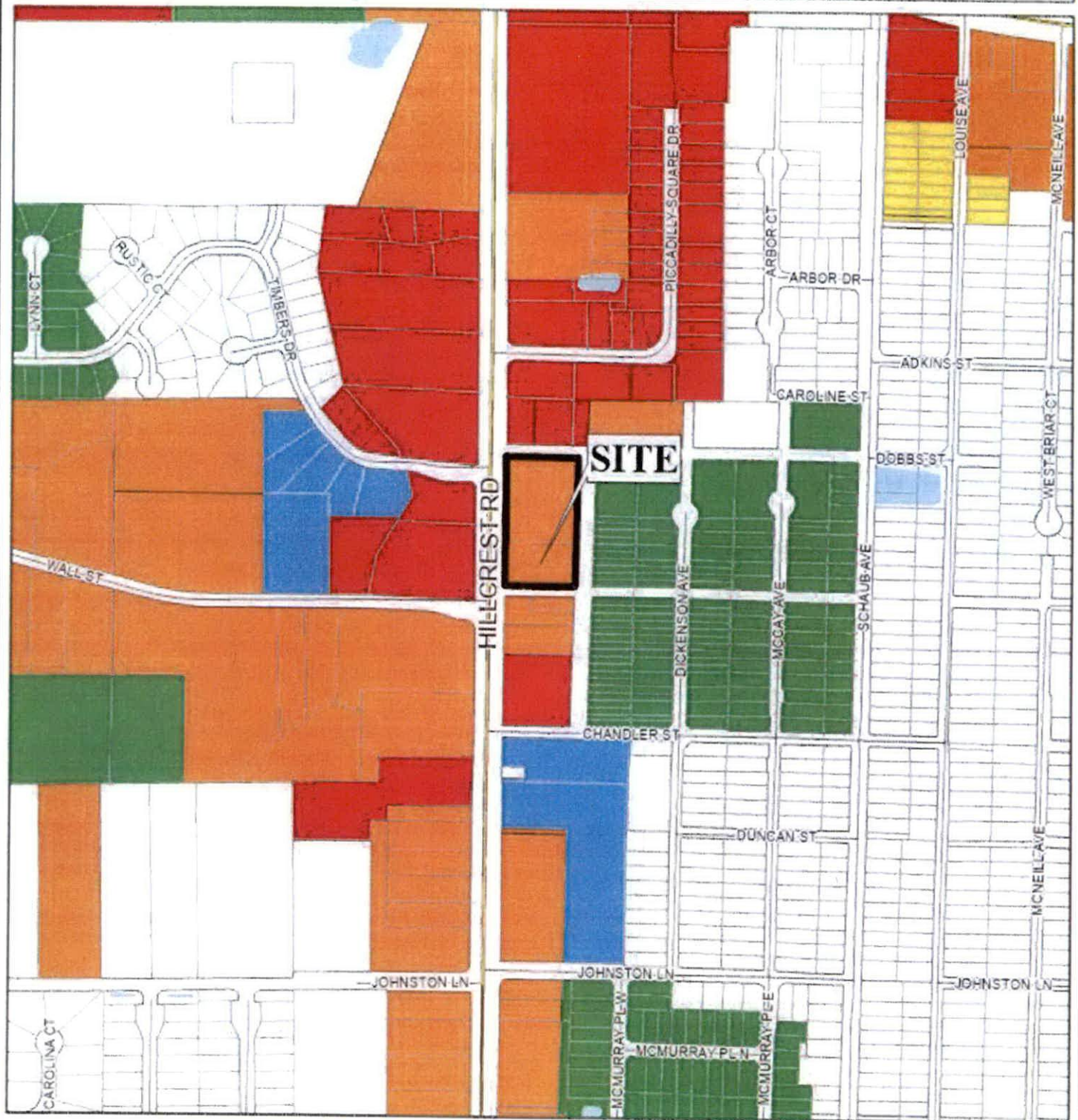
APPLICATION NUMBER 7 DATE July 21, 2022

APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning



LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE July 21, 2022

APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning



FLUM LOCATOR MAP

FLUM LOCATOR MAP

Map showing the location of the proposed site (highlighted in black) within the city grid. The site is located on Hillcrest Rd, between Johnston Ln and MCMurray Pl.

Legend:

- Low Density Residential (Yellow)
- Mixed Density Residential (Orange)
- Downtown (Red)
- District Center (Dark Red)
- Neighborhood Center - Traditional (Brown)
- Neighborhood Center - Suburban (Blue)
- Traditional Corridor (Pink)
- Mixed Commercial Corridor (Light Orange)
- Downtown Waterfront (Dark Brown)
- Light Industry (Light Grey)
- Heavy Industry (Dark Grey)
- Institutional (Dark Blue)
- Parks & Open Space (Green)
- Water Dependent (Dark Blue)

Map includes street names: Hillcrest Rd, Johnston Ln, MCMurray Pl, Chandler St, Duncan St, Johnston Ln, MCMurray Pl, Hillcrest Rd, Johnston Ln, MCMurray Pl, Chandler St, Duncan St, Johnston Ln, MCMurray Pl.

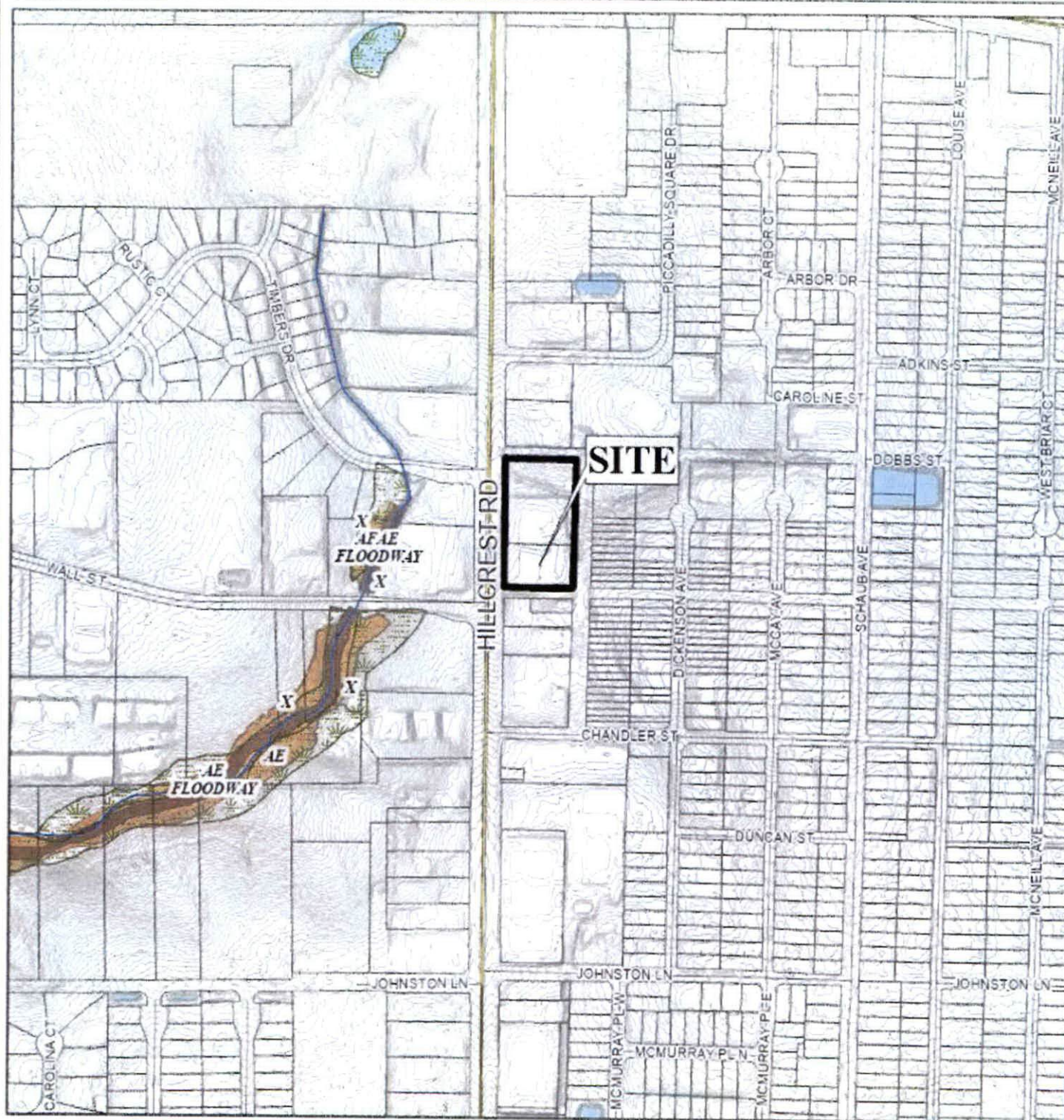
Map includes a North arrow and NTS (Not To Scale) indicator.

APPLICATION NUMBER 7 DATE July 21, 2022

APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 7 DATE July 21, 2022

APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



This site is surrounded by commercial units, with residential units to the east.

APPLICATION NUMBER 7 DATE July 21, 2022

APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning

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



PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



This site is surrounded by commercial units, with residential units to the east.

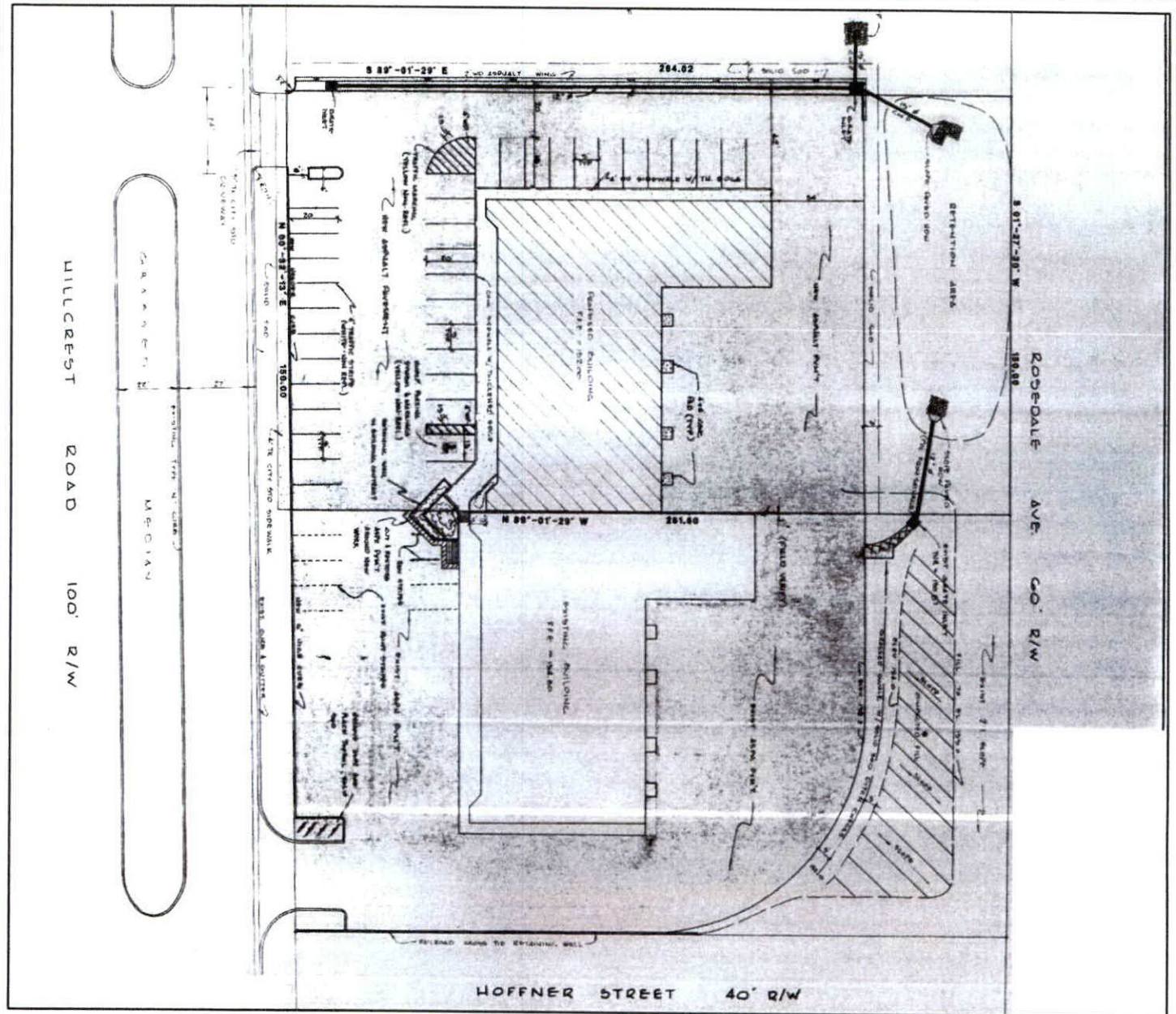
APPLICATION NUMBER 7 DATE July 21, 2022

APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning



SITE PLAN



This site plan illustrates the existing building with proposed parking changes.

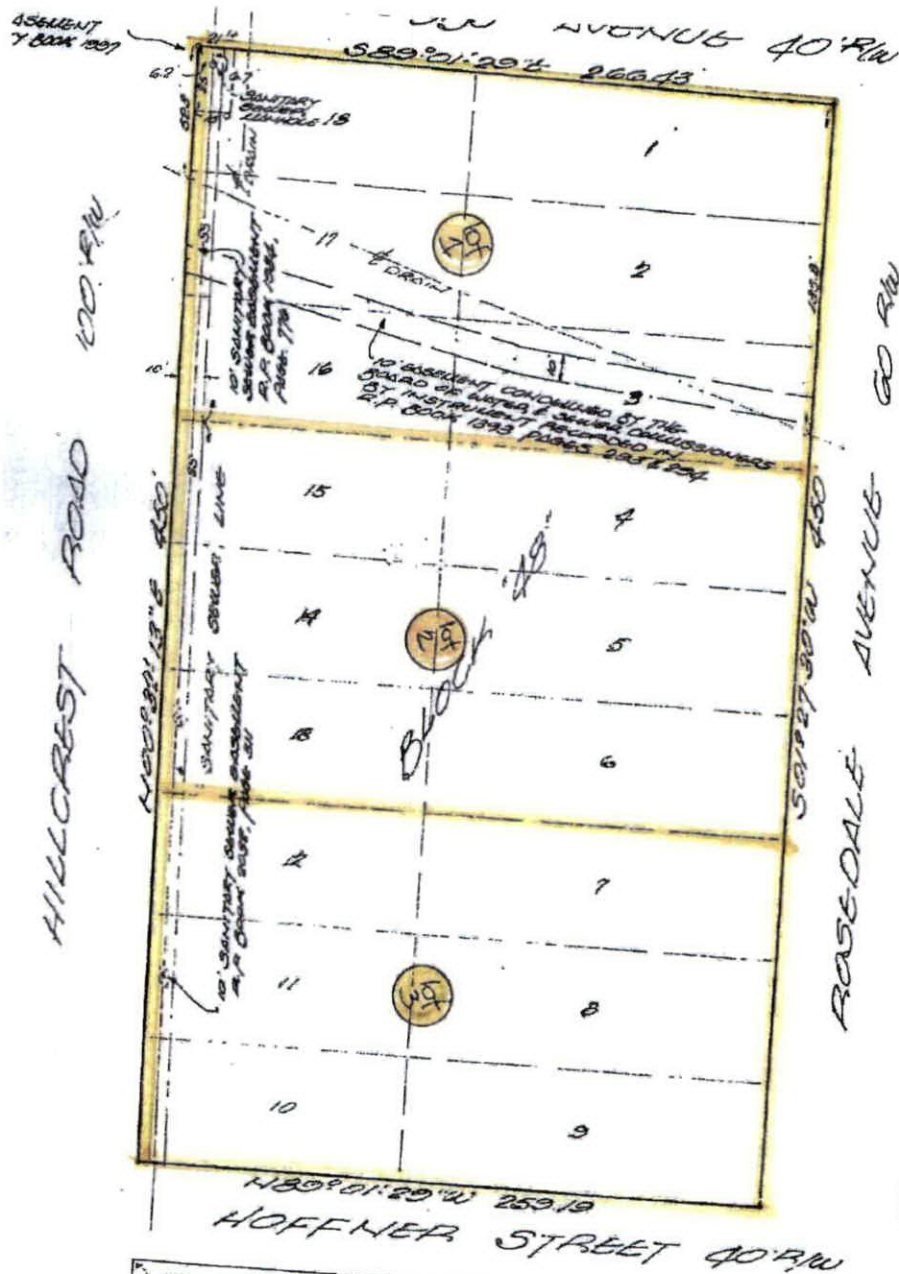
APPLICATION NUMBER 7 DATE July 21, 2022

APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning



DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE July 21, 2022

APPLICANT _____ Square 1 Plaza

REQUEST_____ Subdivision, Rezoning



NTS



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Sponsored by:

Councilmember Small

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
9/8/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

9/8/2022 - 11:18
AM

R E S O L U T I O N

Sponsored by: Councilmember Small

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

Type of application: Retail Beer/Table Wine
 (On or Off Premises) License

Submitted by: PR MIG Mobile OPCO, LLC

Location: Home 2 Suites Mobile
 1485 Satchel Paige Drive
 Mobile, AL 36606

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

APPLICATION LETTER (CONTROL) NUMBER 5524

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 08.26.2022

Note: If this letter is altered, or changed in any way,
It will not be accepted by the Alabama ABC Board

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

040 - RETAIL BEER (ON OR OFF PREMISES)
060 - RETAIL WINE (ON OR OFF PREMISES)

(Type of License)

TO: PR MIG MOBILE OPCO LLC

Trade Name: HOME 2 SUITES MOBILE

Location: 1485 SATCHEL PAIGE DRIVE MOBILE AL 36606

This business is located within the City's corporate limits.

Comments:
TRANSFER - MHI MOBILE
2 OPCO LLC

Yours Very Truly,

Mobile City Council President

Signature of above applicant _____

Date applicant signed for this approval letter _____



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

APPLICATION LETTER (CONTROL) NUMBER 5524

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 08.26.2022

Note: If this letter is altered, or changed in any way,
It will not be accepted by the Alabama ABC Board

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

040 - RETAIL BEER (ON OR OFF PREMISES)
060 - RETAIL WINE (ON OR OFF PREMISES)

(Type of License)

TO: PR MIG MOBILE OPCO LLC

Trade Name: HOME 2 SUITES MOBILE

Location: 1485 SATCHEL PAIGE DRIVE MOBILE AL 36606

This business is located within the City's corporate limits.

Comments:
TRANSFER - MHI MOBILE
2 OPCO LLC

Yours Very Truly,

Mobile City Council President

Signature of above applicant _____

Date applicant signed for this approval letter _____



PAUL O. PRINE
CHIEF OF POLICE

MOBILE POLICE DEPARTMENT



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: September 8, 2022

Re: Alcoholic Beverage License Application No. 5524
PR MIG MOBILE OPCO LLC
D/B/A: Homes 2 Suites Mobile
1485 Satchel Paige Dr
Mobile, AL 36606
Ronald Murray, 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 Homes 2 Suites. 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


9/11/22

The mission of the Mobile Police Department is to be the safest city in America, with respect for everyone.

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Gauthier

From: Logan Anderson
Principal Planner

Logan Anderson

Date: August 30, 2022

Re: Application # 5524 / 1485 Satchel Paige Dr

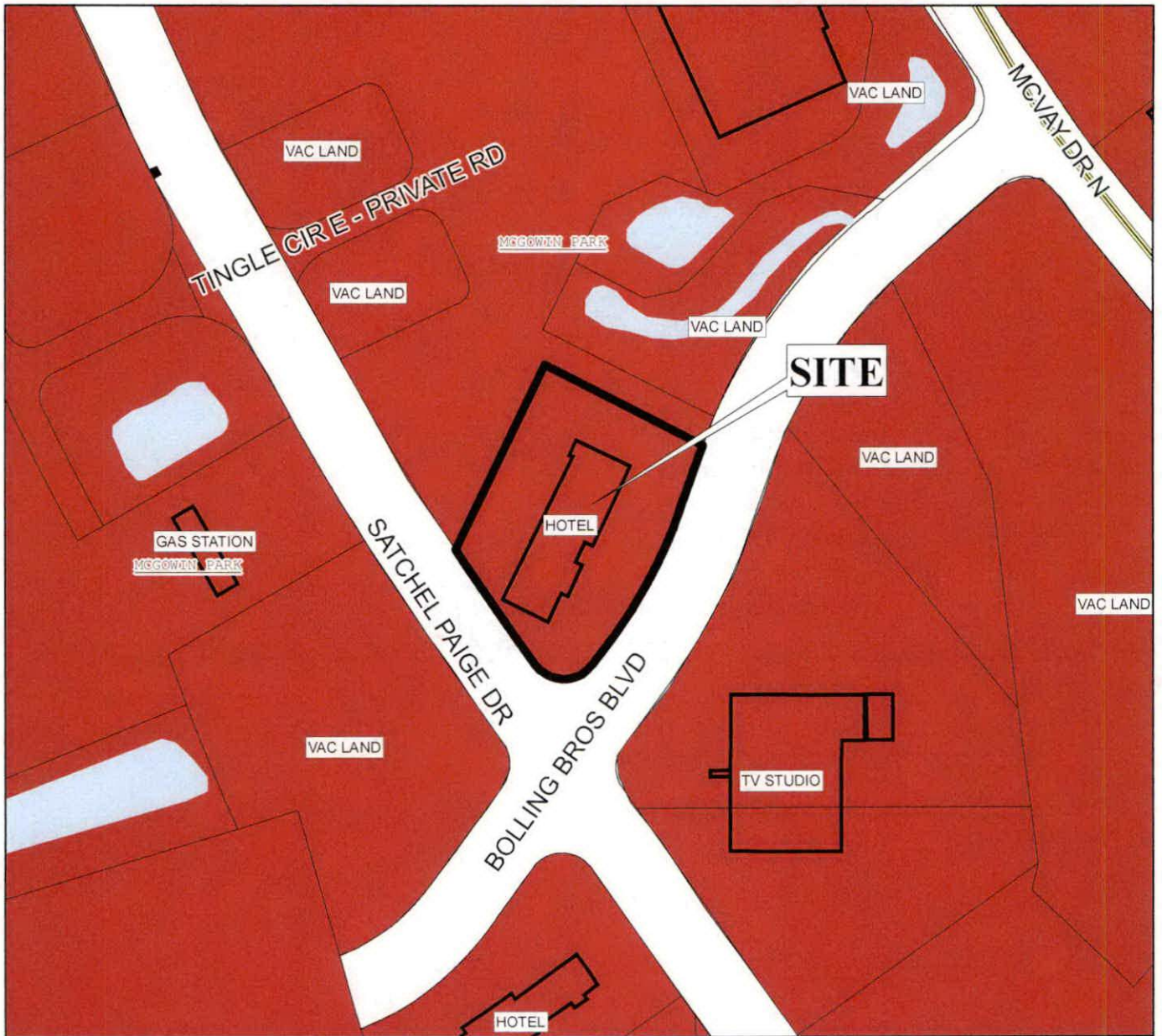
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a hotel with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Zoning Ordinance.

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

The site is located in District 3, C.J. Small (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5524 DATE SEPTEMBER 13, 2022

APPLICANT PR MIG MOBILE OPCO LLC

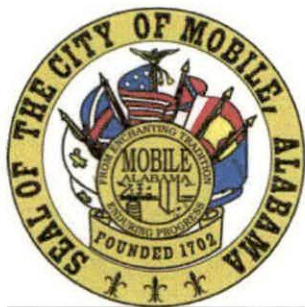
LOCATION 1485 SACHEL PAIGE DR

REQUEST ALCOHOLIC BEVERAGE LICENSE

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



LANDUSE SURVEY
CONDUCTED 2010



AGENDA DATE 09.13.2022

**CITY OF MOBILE
MOBILE, ALABAMA**

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5524

☐ NEW APPLICATION ☒ TRANSFER-OWNERSHIP ☐ TRANSFER-LOCATION

PR MIG MOBILE OPCO LLC

_____ has filed application with the City of
(Name of Applicant)

040 - RETAIL BEER (ON OR OFF PREMISES)

Mobile Revenue Department for a

060 - RETAIL WINE (ON OR OFF PREMISES)

(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: PR MIG MOBILE OPCO LLC

TRADE NAME: HOME 2 SUITES MOBILE

LOCATED AT: 1485 SATCHEL PAIGE DRIVE MOBILE AL 36606

☐
☐
☐

YES
YES
YES

☐
☐
☐

NO
NO
NO

☒
☒
☒

N/A - Has property owner list been supplied?
N/A - Are there churches or schools in this vicinity?
N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: JON C ARCHER II (POA)

PHONE#: 251.626.7704



CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: TRANSFER-OWNERSHIP

Application Date: 08.26.2022

Application No: 5524

Type License: **040 - RETAIL BEER (On/Off Premises)**

Type License: **060 - RETAIL TABLE WINE (On/Off Premises)**

Name of Applicant(s) PR MIG MOBILE OPCO LLC

Ownership: **LLC**

Name and address of individual, partners, and members, association, corporate officers, etc...

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
MURRAY, RONALD TRAVIS TN 099466146	MEMBER	10.08.1973 EL DORADO SPRINGS MO USA	AD

Corporate information: 6724495 Date: 04.07.2022 County: NEW CASTLE
(Enter book & page or document info) (Incorporation or Authority)

Trade Name HOME 2 SUITES MOBILE

Location 1485 SATCHEL PAIGE DRIVE MOBILE AL 36606

Mailing Address 1468 KIMBROUGH ROAD STE 103 GERMANTOWN TN 38138

(Include Street or Post Office Box Address City State, and Zip Code)

☒ Previous Licensee Information

☐ Transferee

Licensee Name MHI MOBILE 2 OPCO LLC

Type 040/060

Trade Name HOME 2 SUITES MOBILE

License No# 011625249

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? _____

HOTEL

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO** (if yes explain) _____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO** (if yes explain) _____

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

NO *JA*

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? **NO**

(If **YES**, explain in Law violation Section) Signature of applicant

JA POA

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA

SIGNED

JA POA

COUNTY OF MOBILE

TITLE

ATTORNEY (POA)

DATE **08.26.2022**

The undersigned **PR MIG MOBILE OPCO LLC dba HOME 2 SUITES MOBILE - JON C ARCHER II (POA)**

(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

JA POA
Signature of Affiant

Sworn to and subscribed before, me this

26

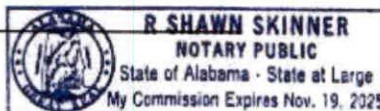
day of

August

Year

2022

R. Shawn Skinner
SIGNATURE OF NOTARY



MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATIONContact Person JON C ARCHERE-mail: JARCHER@JBLAW.COM

Phone Number: Home: _____

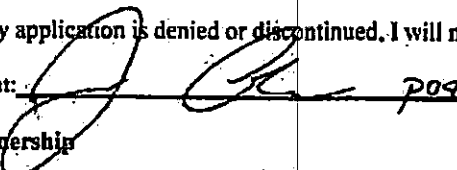
Cell: 251.626.7704Bus: 251.626.7704Do the premises have a fully equipped and operational kitchen? **YES**Does the establishment have restroom facilities? **YES**Is place of business habitually used for providing food to the public? **NO**Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? **YES**Will this business be operated **PRIMARILY** as a package store? **NO**Building seating capacity 65License premises includes patio area **N/A**Square Footage 16713License covers: **ENTIRE STRUCTURE**License Structure: **HOTEL / MOTEL**Is location within city limits? **YES****Explanation of Law Violations**

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

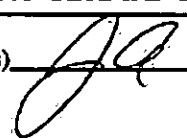
NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
MURRAY, RONALD TRAVIS TN.099466146	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant:  P09

Lease /Property Ownership

Name of Property Owner/Lessor: PR MIG MOBILE OWNER LLC 251.626.7704Address of Property Owner/Lessor: 1468 KIMBROUGH ROAD STE 103 GERMANTOWN TN 38138Applicant attests to the truthfulness of the above responses. (Applicant's Initials) 



Business License & Taxes

Bill Detail

View Bill

Bill Year	2022
Bill Number	1369300
Owner Name	PR MIG OPCO LLC DBA HOME 2 SUITES MOBILE

[View payments/adjustments](#)

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	\$0.00	\$50.00
SUBTOTAL		\$0.00	\$50.00
Payments/Adjustments			\$0.00
Total Unpaid Balance			\$50.00
TOTAL DUE			\$50.00

[Add to Cart](#)

©2022 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

029783-0007 SHAWN S. 08/26/2022 01:14PM

BUSINESS LICENSE

PR MIG OFCO LLC DBA HOME 2 SUITES MOBILE

122921

2022 Item: 1369300

ALCOHOL APPLICATION

FEE 50.00

50.00

Subtotal 50.00

Total 50.00

CHECK 50.00

Check Number: 8871

Change due 0.00

Paid by: PR MIG OFCO LLC DBA HOME 2
SUITES MOBILE



James B. Pearson, Jr. PC		8871
City of Mobile		8871
Fifty and no/100		50.00
118 021		0.00
Alcohol Application		James B. Pearson, Jr.

Thank you for your payment

CUSTOMER COPY



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20220809103016457

Type License: 040 - RETAIL BEER (ON OR OFF PREMISES) State: \$150.00 County: \$75.00

Type License: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES) State: \$150.00 County: \$75.00

Trade Name: HOME 2 SUITES MOBILE Filing Fee: \$100.00

Applicant: PR MIG MOBILE OPCO LLC Transfer Fee:

Location Address: 1485 SACHEL PAIGE DRIVE MOBILE, AL 36606

Mailing Address: 1468 KIMBROUGH STE 103 GERMANTOWN, TN 38138

County: MOBILE Tobacco sales: NO Tobacco Vending Machines:

Product Type: Type Ownership: LLC

Book, Page, or Document info: 6724495

Do you sell Draft Beer?:

Date Incorporated: 04/07/2022 State incorporated: DE County Incorporated: NEW CASTLE

Date of Authority: 04/26/2022

Federal Tax ID: 88-1676008

Alabama State Sales Tax ID: R011482571

Name:	Title:	Date and Place of Birth:	Residence Address:
RONALD TRAVIS MURRAY 099466146 - TN	MEMBER	10/08/1973 EL DORADO SPRINGS MO	

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: JON ARCHER

Business Phone: 251-626-7704

Fax:

Home Phone: 251-626-7704

Cell Phone: 251-626-7704

E-mail: JARCHER@JBLAW.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: HOME 2 SUITES MOBILE

Applicant: MHI MOBILE 2 OPCO LLC

Previous License Number(s)

License 1: 040-011625249

License 2: 060-011625249



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20220809103016457

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **PR MIG MOBILE OWNER LLC 251-626-7704**
What is lessors primary business? **REAL ESTATE**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

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

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **16713** Display Square Footage:
Building seating capacity: **65** Does Licensed premises include a patio area? **YES**
License Structure: **MOTEL/HOTEL** 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: 20220809103016457

Initial each

Signature page

[Signature]

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

[Signature]

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

[Signature]

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, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

XXX

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

XXX

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

[Signature]

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.

[Signature]

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.

[Signature]

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): *Jon Archer*

Signature of Applicant: *[Signature]* attorney in fact

Notary Name (print): *Shauna B Mosley*

Notary Signature: *[Signature]*

Commission expires:

Application Taken: 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:



Receipt Confirmation Page

Receipt Confirmation Number: 20220809103016457
Application Payment Confirmation Number: 85547222

Payment Summary	
Payment Item	Fee
Application Fee for License 040 and License 060	\$100.00
Total Amount to be Charged	\$100.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
040 - RETAIL BEER (ON OR OFF PREMISES)	\$75.00	\$160.00	\$235.00
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	\$75.00	\$150.00	\$225.00
Total Amount to be Charged	\$150.00	\$300.00	\$450.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 040 - RETAIL BEER (ON OR OFF PREMISES)
License Type 2: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)
License County: MOBILE

Business Type: LLC

Trade Name: HOME 2 SUITES MOBILE

Applicant Name: PR MIG MOBILE OP CO LLC

Location Address: 1485 SACHEL PAIGE DRIVE
MOBILE, AL 36606

Mailing Address: 1488 KIMBROUGH STE 103
GERMANTOWN, TN 38138

Contact Person: JON ARCHER

Contact Home Phone: 251-826-7704

Contact Business Phone: 251-626-7704

Contact Fax:

Contact Cell Phone: 251-626-7704

Contact Email Address:

Contact Web Address:

**Alabama Alcoholic Beverage Control Board
Application Checklist**

Trade Name: HOME 2 SUITES MOBILE
Location: 1485 SACHEL PAIGE DR MOBILE AL 36606
Contact: JON ARCHER
Telephone: 251-626-7704

Applicant: PR MIG MOBILE OFCO LLC
License Type: 040/060
ABC Staff: SANDY DURHAM
Date: 8/9/2022

IMPORTANT NOTE: Applicants must provide all the items (if applicable) below before the ABC license can be issued.

1.	☒	Filing Fee	\$50.00	\$50.00
2.	☐	Transfer Fee		
3.	☐	Application		
4.	☐	Transfer Agreement		
5.	☐	Current ABC License & Current Owner Driver License		
6.	☒	Lease/Deed		
	☒	Is the correct Applicant's name on the lease/deed?		
	☒	Is the Address correct on the lease/deed?		
	☒	Are the Terms of the lease clear?		
	☒	Is the lease/deed signed?		
7.	☒	Corporation/LLC/LLP/Partnership Agreement/Association		
8.	☒	List of Officers/Members or Minutes		
9.	☒	IRS Employer Identification Number (EIN)		
10.	☒	Alabama Dept of Revenue State Sales License		
11.	☐	Sketch		
12.	☐	City of Mobile Ordinance		
13.	☐	Restaurant Menu to include Price		
14.	☒	Rules & Regulations/Title 28		
15.	☐	Copy of Tobacco Regulation		
16.	☒	Filing/Transfer Fee Acknowledgement	8/15/2022	
17.	☒	Instructions to License		
18.	☒	Person in Charge Sign		
19.	☐	Name Change Affidavit		
20.	☐	Club Liquor Class I and II License Only		
	☐	N/A Corporation/LLC/LLP		
	☐	N/A Bylaws		
	☐	N/A Membership List		
	☐	N/A Compliance Checklist		
21.	☒	Power of Attorney		
	☒	Identification/Photograph		
22.	☒	Identification		
	☒	Driver License/State ID (color copy needed)		
	☐	U.S. Passport		
	☐	Military ID		
23.	☒	Proof of Citizenship		
	☐	Birth Certificate/US Passport (Color Copy)		
	☐	Naturalization (color copy needed)		
	☐	Perm Resident Card (color copy front & back)		
24.	☒	State of Residence / FBI Background Check		
25.	☐	Co Health Dept. Permit/Inspection (On-premise locations only)		
26.	☐	City Business License (Required for tobacco only locations.)		
27.	☒	Insurance		
28.	☐	Current Owner Insurance		
29.	☐	License Fee	\$450.00	
30.	☐	City/County Approval		

Before August 15, 2022 Contact

Shawn Sktnner
City of Mobile Revenue Dept
205 Government St, 2nd Floor S. Tower
Mobile, AL 36602
251-208-7865

sandy.durham@abc.alabama.gov

APPLICATION WILL EXPIRE DECEMBER 8, 2022

Jon Archer 8/9/22

* Make personal or business checks payable to: Alabama ABC Board.

Credit or debit cards accepted (Visa, MasterCard, Discover or American Express). All fees are electronically transacted through Alabama Interactive.

ABC INSPECTOR USE ONLY



Save Program

Photograph Location

Alabama ABC Board Licensing Compliance
5660 Highway 90 W, PO Box 281, Theodore, AL 36590 Phone (251) 653-0015, Fax (251) 653-6622
www.abc.alabama.gov

Application Payment Receipt Confirmation Page**Receipt Confirmation Number: 20220809103016457****Application Payment Confirmation Number: 85547222**

Payment Summary	
Payment Item	Fee
Application Fee for License 040 and License 060	\$100.00
Total Amount to be Charged	\$100.00

Application Information

Application Type: APPLICATION

License Type 1: 040 - RETAIL BEER (ON OR OFF PREMISES)

License Type 2: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

ContinueTechnical Support: 866-353-3468 or support@alabamainteractive.org

Version 2.8.4

INFORMATION SHEET

Contact Person: Jon Archer Phone #: 251-626-7704

Business Name: Home 2 Suites Mobile

Corporation Name: PR MIG Mobile OPGO, LLC

Business Address: 1485 Satchel Paige Drive, Mobile 36606

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. 6724495 County: Delaware, New Castle
(Enter book and page or document info)

Date 04/26/22
(Incorporation or Authority)

Is business equipped with table & chairs? ☒ Building seating capacity: 65

Does the premises have a fully equipped and operational kitchen? NO

Is the place of business habitually used to serve food to the public? NO

If not kitchen equipped, is any type of food served? NO If yes explain:

Square Feet of building 16,713

For a **SPECIAL EVENT**, list dates: from _____ to _____
Type of Event: _____

IF OPERATING AS A PRIVATE CLUB:

- ⇒ Does club charge & collect dues from elected members? _____
- ⇒ How many paid-up members are there in the Club? _____
- ⇒ Are regular meetings held? _____ If so, when? _____
- ⇒ Is business conducted through officers regularly elected? _____
- ⇒ Are members admitted by written application, investigation & ballot? _____
- ⇒ For what purpose is the Club organized & operated. Social _____; Patriotic _____; Political _____; Athletic _____.
- ⇒ Does the property used, as well as the advantages, belong to all the members? _____
- ⇒ Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served? _____
- ⇒ Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership? _____

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): PR MIG Mobile OPCL, LLC

Note: Your corporation or LLC's name will be the Applicant

(Check One) () Sole Proprietorship () Corporation () Partnership (☒) LLC

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (First, Middle, Last) Ronald Travis Murray

Social Security # _____ Race: W Sex: (☒) M () F

Driver License# _____ State TN

Title (i.e. Owner, President, Member) Member

Date of Birth 10 / 08 / 1973

Place of Birth El Dorado Springs, MO USA
County State Nation

Present Address: 6
Street Address (Apt#) City State Zip Code

Length of Time at Address: 12 Home# 914

Full Name (First, Middle, Last) _____

Social Security # _____ Race: _____ Sex: () M () F

Driver License# _____ State _____

Title (i.e. Owner, President, Member) _____

Date of Birth _____ / _____ / _____

Place of Birth _____
County State Nation

Present Address: _____
Street Address (Apt#) City State Zip Code

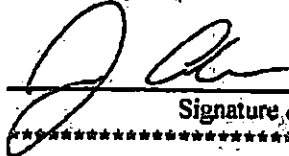
Length of Time at Address: _____ Home# _____ Cell# _____

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name).

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
Ronald Travis Murray			None	

I certify that the above information is correct and true.

 Attorney in Fact
 Signature & Title

Date: 8/17/22

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: PR MIG Mobile Owner, LLC
 (The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 999 McClerkum Bld. Burlington, TN 38015

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

FORM AName: Ronald Travis Murray Account # _____Business Name: PR MIG Mobile OpCo, LLCBusiness Location and Tax ID No.: 1485 Satchel Paige Drive
Mobile, AL 36606 FEIN: 88-1676008**For Official Use Only****FORM A**

Citizenship status confirmed by _____ Date _____

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☒ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Ronald Travis Murray

Under penalty of perjury, I, _____, (print name of undersigned)
the undersigned do hereby declare that I am a citizen of the United States of America.

Date 8/23/2022Ronald Travis Murray

Declarant's Signature

LIMITED POWER OF ATTORNEY

STATE OF Tennessee
COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS, that PR MIG MOBILE OPCO INC. (hereinafter "PR") organized and existing under the laws of the State of Delaware constitutes and appoints the law firm of James B. Pittman, Jr., P.C., James B. Pittman, Jr., Jon C. Archer, II, and Shauna Mosley, as true and lawful agent and Attorney-in-Fact (herein called my "Attorney") with full power of substitution, for PR in its name, place and stead to do every act of every kind with respect to the transfer, application or renewal of Alabama Beverage Control liquor licenses and business licenses for the manufacture, wholesale, warehousing and/or retail sale of alcoholic beverages applied for or in the name of PR and to act on its behalf in any and all counties and/or cities in the State of Alabama, with all the powers the undersigned would possess if personally present for the transaction of business with regard to the transfer, application or renewal of said liquor and business licenses, including signing documents with respect to the above-described matters.

Pursuant hereto, my said Attorney may take any and all such actions on behalf of PR as its Attorney-in-Fact. No person dealing with PR said Attorney shall be required to see to the application of any funds or property paid or given for my account and the receipt given by, or any other juristic acts performed by PR said Attorney shall be as final and binding upon PR interest in the transfer as if performed by PR.

This Special Power of Attorney may be revoked by PR in whole or in part at anytime by delivering or causing to be delivered to my said Attorney written notice of such revocation, provided, however, that no such revocation shall vitiate, invalidate, or impair any action taken prior to receipt of such written notice. Unless sooner terminated, this Power of Attorney shall remain in full force and effect for two years from the date of execution below.

Any and every person or entity dealing with or accepting and relying on instruments executed or any act taken by PR Attorney under the provisions of this Power of Attorney prior to actual receipt of any written notice from PR that the powers conferred herein or any of them have been revoked, amended or restricted, shall be fully protected against any claims or contention by PR its successors, or assigns with respect to their right to rely upon the existence and continuing effect of this Power of Attorney and all provisions herein regardless of any lapse of time from and after the date of execution hereof. A copy of this Limited Power of Attorney shall be as valid and enforceable as the original.

[Signature continued on next page]

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7 day of July,
2022.

PR MIG MOBILE OPCO, LLC,
a Delaware limited liability company

By: PR MIG TRS MEZZ, LLC,
a Delaware limited liability company
Its: Sole Member

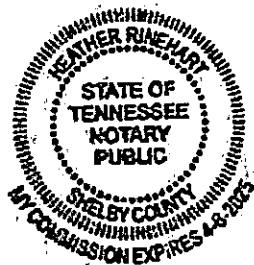
By: PR MIG TRS, INC.
a Delaware corporation
Its: Sole Member

By: Ronald T. Murray
Ronald T. Murray
President

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, Heather Rinehart, (a Notary Public of this State and County),
personally appeared RONALD T. MURRAY with whom I am personally acquainted (or
proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged that
such person executed the within instrument for the purposes therein contained, and who
further acknowledged that such person is the President of PR MIG TRS, INC., a Delaware
corporation, the sole member of PR MIG TRS MEZZ, LLC, a Delaware limited liability
company, the sole member of PR MIG MOBILE OPCO, LLC, a Delaware limited liability
company and the maker, and is authorized by PR MIG TRS, INC., which is in turn authorized
by PR MIG TRS MEZZ, LLC, which in turn is authorized by PR MIG MOBILE OPCO, LLC,
the maker, to execute this instrument on behalf of the maker for the purposes herein contained.

Given under my hand and official notarial seal this the 7 day of July, 2022.



Heather Rinehart
Notary Public
My Commission Expires: 4-8-25

[SIGNATURE PAGE TO PR MIG MOBILE OPCO, LLC.
LIMITED POWER OF ATTORNEY]

100818177



Alabama Secretary of State



PR MIG Mobile Owner, LLC	
Entity ID Number	001 - 016 - 585
Entity Type	Foreign Limited Liability Company
Principal Address	1468 KIMBROUGH, SUITE 103 GERMANTOWN, TN 38138
Principal Mailing Address	1468 KIMBROUGH, SUITE 103 GERMANTOWN, TN 38138
Status	Exists
Place of Formation	Delaware
Formation Date	04/07/2022
Qualify Date	04/26/2022
Registered Agent Name	CAPITOL CORPORATE SERVICES, INC.
Registered Office Street Address	2 NORTH JACKSON ST STE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST STE 605 MONTGOMERY, AL 36104
Nature of Business	
Doing Business in AL Since	05/01/2022
Transactions	
Transaction Date	06/10/2022
Legal Name Merged	MHC - Mobile 2, LLC
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	04/26/2022 Certificate of Formation 3 pgs.
Document Date / Type / Pages	06/10/2022 Merger 3 pgs.

Browse Results

New Search

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

the entity records on file in this office disclose that PR MIG Mobile OpCo, LLC a Delaware entity, qualified in the State of Alabama on April 26, 2022. The Alabama Entity Identification number for this entity is 001-016587. I further certify that the records do not disclose that said qualification has been revoked, cancelled or terminated.



20220520000046844

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.

05/20/2022

Date

J. H. Merrill

John H. Merrill

Secretary of State

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF FORMATION OF "PR MIG MOBILE OPCO,
LLC", FILED IN THIS OFFICE ON THE SEVENTH DAY OF APRIL, A.D.
2022, AT 5:49 O'CLOCK P.M..



6724495 -8100
SR# 20221360960

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203131370
Date: 04-08-22

CERTIFICATE OF FORMATION

OF

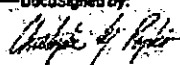
PR MIG MOBILE OPCO, LLC

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:49 PM 04/07/2022
FILED 05:49 PM 04/07/2022
SR 20221360960 File Number 6724495

FIRST: The name of the limited liability company is PR MIG Mobile OpCo, LLC.

SECOND: The address of the registered office of the limited liability company in the State of Delaware is 108 Lakeland Ave. Dover, DE 19901. The name of the registered agent of the limited liability company in the State of Delaware at such address is Capitol Services, Inc..

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 7th day of April, 2022.

DocuSigned by:

5374C9271BC548A

Christopher M. Ropko,
Authorized Person

INCUMBENCY CERTIFICATE

I, Ronald T. Murray, as President of PR MIG TRS, INC., a Delaware corporation, sole member of PR MIG TRS MEZZ, LLC, a Delaware limited liability company, sole member of PR MIG MOBILE OPCO, LLC, a Delaware limited liability company, hereby certify that as of this date each person listed below are the sole officers of the said corporation, holding the office as indicated next to his name.

<u>NAME</u>	<u>OFFICE</u>
Ronald T. Murray	President

IN WITNESS WHEREOF, I have hereunto set my hand this 7 day of July, 2022.

PR MIG MOBILE OPCO, LLC,
a Delaware limited liability company

By: PR MIG TRS MEZZ, LLC,
a Delaware limited liability company
Its: Sole Member

By: PR MIG TRS, Inc.
a Delaware corporation
Its: Sole Member

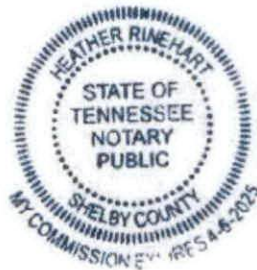
By: Ronald T. Murray
Ronald T. Murray
President

STATE OF Tennessee
COUNTY OF Shelby

Before me, Heather Rinehart, (a Notary Public of this State and County), personally appeared RONALD T. MURRAY with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is the President of PR MIG TRS, INC., a Delaware corporation, the sole member of PR MIG TRS MEZZ, LLC, a Delaware limited liability company, the sole member of PR MIG MOBILE OPCO, LLC, a Delaware limited liability company and the maker, and is authorized by PR MIG TRS, INC., which is in turn authorized by PR MIG

TRS MEZZ, LLC, which in turn is authorized by PR MIG MOBILE OPCO, LLC, the maker, to execute this instrument on behalf of the maker for the purposes herein contained.

Given under my hand and official notarial seal this the 7 day of July, 2022.



Heather Rinehart

Notary Public

My Commission Expires: 4-6-25

[SIGNATURE PAGE TO PR MIG MOBILE OPCO, LLC
INCUMBENCY CERTIFICATE]

100818161

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an HOTEL

(Type of business)

PR MIG MOBILE OPCO LLC dba HOME 2 SUITES MOBILE

(Name of applicant whether individual, corporation, etc.)

1485 SACHEL PAIGE DRIVE MOBILE AL

(Location address for application)

Mobile

AL

36606

City

State

Zip

16,277

(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

URBAN DEVELOPMENT DEPARTMENT

Zoning B-3

Parking Provided 104

Parking Required 74

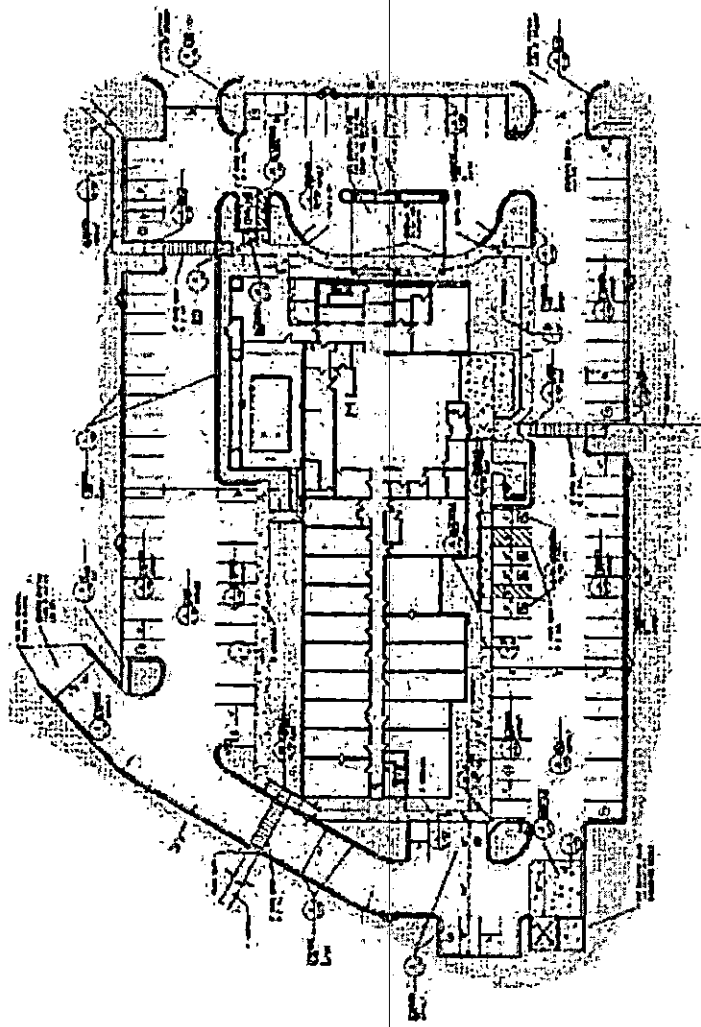
Compliance: X Yes No

A. Logan Anderson

08/29/2022

(Signed by Urban Development Dept)

Date



LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of MOBILE and in the county of

MOBILE, State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

Lot 9, McGowin Park Subdivision, according to plan thereof recorded in Map Book 130, page 35, of the records in the Office of the Judge of Probate of Mobile County, Alabama.

The street address of the aforesaid real property is 1485 Satchel Paige Drive, Mobile, AL 36606.

The above described property is () owned, (X) leased, () sub-leased, or otherwise surrendered to PR MIG Mobile OpCo, LLC who has applied for an Alabama Alcoholic Beverage License at the above location.

Sworn to and subscribed before me this 30th day of June, 20 22.

PR MIG Mobile Owner, LLC

Heather Rinehart
Notary Public

X By: Ronald J. Murray 6/29/2022
Property Owner Date
PR MIG Mobile OpCo, LLC

4.6.2025
My Commission Expires

By: [Signature]
Licensee attorney in fact Date 8/12/22

100804491



**AGREEMENT ALLOWING THE CITY OF MOBILE TO
POST PUBLIC NOTICE SIGN ON PROPERTY**

I hereby agree to allow the City of Mobile to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that the City of Mobile will erect and maintain said sign and remove the sign after the application is considered by the City.

6/29/2022
Date

PR MIG Mobile Owner, LLC
X By: Ronald T. Murray
Owner of Property (Signature)

Ronald T. Murray
Print Name of Property Owner

—
A

115
—p

I agree that I will not remove or discard the City of Mobile's sign, and I will be responsible for reimbursing the City of Mobile for the cost of the sign if it is discarded.

8.12.22
Date

PR MIG Mobile OpCo, LLC
By: [Signature] attorney in fact
Applicant's Signature

Jon Archer
Print Name of Applicant

1485 Satchel Paige Dr
Address

Mobile AL 36604
City State Zip

100805488

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control # **5525**

Business Name **PR MIG MOBILE OPCO LLC**

Company DBA **HOME 2 SUITES MOBILE**

Business Address **1485 SACHEL PAIGE DRIVE 36606**

License Type **040 - RETAIL BEER (ON/OFF PREMISES)**

060 - RETAIL TABLE WINE (ON/OFF PREMISES)

Post Date **08.26.2022**

Agenda Meeting Date **09.13.2022**


(Signature of Applicant or POA)

R SHAWN SKINNER



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - Cory Penn District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/13/2022

Funding Source

Project # 2721 Harper Avenue - ME-018-22

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2721 Harper Avenue	Cover Memo	9/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	9/7/2022 - 12:21 PM
City Clerk	Gauthier, Lana	Approved	9/8/2022 - 11:52 AM

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2721 HARPER AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2721 HARPER AVENUE** described as:

LOT 216 BLK D TRINITY GDNS 1ST ADD MBK 3 P 332 #SEC 44 T4S
R1W #MP29 02 44 0 012

Parcel Number: 29 02 44 0 012 039

Last Assessed to: PRESLEY ANDREW LEE & ROBERTA C/O LUGRRETHA HOUSE

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

September 6, 2022



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 13, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2721 HARPER AVENUE.**
OWNED BY OR MAY HAVE AN INTEREST: **PRESLEY ANDREW LEE & ROBERTA C/O LUGR** IS A
PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002,
ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses
from Real Estate)

PARCEL NUMBER: 29 02 44 0 012 039

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

2721 HARPER AVENUE

Property Details

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

Survey Results

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

Property Score

Score	52	Score Description	DEMO
-------	----	-------------------	------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 2-21-22

Noted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 07/12/2022

Property Address: 2721 Harper Avenue **District No:** 1

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



























02 15 2022

Affidavit of Mailed Notice



September 6, 2022

State of Alabama
County of Mobile

Subject Property – 2721 Harper Avenue.

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

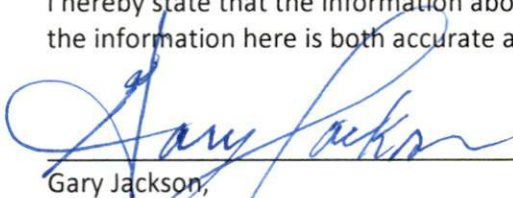
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 10 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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



Gary Jackson,
Municipal Enforcement Program Coordinator

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Heirs of Roberta Dumas Presley
Lugretha Presley House
4332 Amhurst Drive
Eight Mile, AL 36613-3301

July 21, 2022

RE: 2721 Harper Avenue
Project Number: ME-018-22

Dear Lugretha Presley House:

On July 12, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2721 Harper Avenue.

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

LOT 216 BLK D TRINITY GDNS 1ST ADD MBK 3 P 332 #SEC 44 T4S
R1W #MP29 02 44 0 012

Parcel Number: 29 02 44 0 012 039

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **September 4, 2022**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **September 4, 2022**, provide the Code Official with a work plan to accomplish the repairs by **September 4, 2022**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **September 4, 2022**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE** is hereby given that on **September 13, 2022 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
- ☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 2721 Harper Avenue

Date: July 7, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: 7/7/2022

Per the Title Report, the owner is: Heirs of Roberta Dumas Presley

Note: Could not locate information for Douglas Presley child and heir of owners who are deceased.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|------|
| 1 | Lugretha Presley House
4332 Amhurst Dr
Eight Mile AL 36613-3301 | Heir |
| 2 | Laila Darnell Presley
4332 Amhurst Dr
Eight Mile AL 36613-3301 | Heir |
| 3 | Edna Earl Presley
1444 Park PL Apt A5
Brooklyn NY 11213-3035 | Heir |
| 4 | Stephanie Fields
240 Cozine Ave Apt 5E
Brooklyn NY 11207-8837 | Heir |
| 5 | Shirley Washington
1640 Cheeseman Ave
Mobile AL 36612-1118 | Heir |
| 6 | Pernell A Presley
PO Box 83090
Conyers GA 30013-8015 | Heir |
| 7 | Tina Sheree Presley
2217 Ellen Dr
Mobile AL 36605-3367 | Heir |

TAX STATUS: 2021 Tax Lien

Parties with recorded liens per Title Report:

- | | | |
|----|---|------------------------------------|
| 8 | State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132 | Pernell A Presley – State tax lien |
| 9 | Mobile Gas Service Corporation
PO Box 2248
Mobile AL 36652 | UCC Statement – Lugretha House |
| 10 | United States District Court
Southern District of Alabama
155 St. Joseph Street
Mobile, AL 36602 | Judgement – Tina Presley |



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - Cory Penn District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/13/2022

Funding Source

Project # 107 Randolph Street - ME-020-22

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 107 Randolph Street	Cover Memo	9/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	9/7/2022 - 12:31 PM
City Clerk	Gauthier, Lana	Approved	9/8/2022 - 11:56 AM

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **107 RANDOLPH STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **107 RANDOLPH STREET** described as:

**BEG AT PT ON W/S OF RANDOLPH ST 189.6 FT N OF NW COR OF
OLD SHELL RD & RANDOLPH ST RUN NLY ALG W/S OF RANDOLPH
ST 33 FT 4 IN TO PT FOR FRT OF SD LOT & EXC BACK WLY BET PAR/L
139.5 FT M/L FOR DEPTH HAV EQUAL WIDTH IN REAR AS IN FRT
BEING 33 FT 4 IN OF LOT 8 IN SQ 5 OF CRICHTON SUB OF
CRICHTON DBK 107/216 #SEC 23 T4S R1W #MP29 07 23 0 003**

Parcel Number: 29 07 23 0 003 165

Last Assessed to: UMEJEI OBI ETUMIWE FRANCIS A/K/A F E UMEJEI

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

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

September 6, 2022



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the text of the 'FR' field.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 13, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **107 RANDOLPH STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **UMEJEI OBI ETUMIWE FRANCIS A/K/A F E UMEJEI** IS
A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002,
ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses
from Real Estate)

PARCEL NUMBER: 29 07 23 0 003 165

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

107 RANDOLPH ST

Property Details

PARCEL KEYX	00770437	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMRRROMISED	Y
SURVEY DATE	2022-04-13	COMMENTS	

Property Score

SCORE	70	SCORE DISCRIPTION	Demo
-------	----	-------------------	------

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

11-18-22

[Signature]

Property Address: 107 Randolph Street

District No: 1

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



















Affidavit of Mailed Notice



September 6, 2022

State of Alabama
County of Mobile

Subject Property – 107 Randolph Street.

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

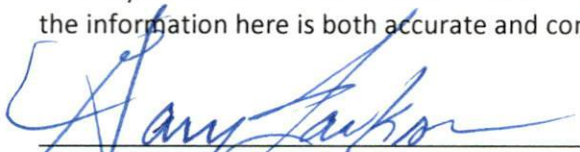
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 2 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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



Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Obi Etumiwe Francis Umejei
PO Box 81183
Mobile, AL 36689

July 21, 2022

RE: 107 Randolph Street
Project Number: ME-022-22

Dear Obi Etumiwe Francis Umejei:

On July 11, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 107 Randolph Street.

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

BEG AT PT ON W/S OF RANDOLPH ST 189.6 FT N OF NW COR OF
OLD SHELL RD & RANDOLPH ST RUN NLY ALG W/S OF RANDOLPH
ST 33 FT 4 IN TO PT FOR FRT OF SD LOT & EXC BACK WLY BET PAR/L
139.5 FT M/L FOR DEPTH HAV EQUAL WIDTH IN REAR AS IN FRT
BEING 33 FT 4 IN OF LOT 8 IN SQ 5 OF CRICHTON SUB OF
CRICHTON DBK 107/216 #SEC 23 T4S R1W #MP29 07 23 0 003

Parcel Number: 29 07 23 0 003 165

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **September 4, 2022**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **September 4, 2022**, provide the Code Official with a work plan to accomplish the repairs by **September 4, 2022**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **September 4, 2022**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

- IV. **NOTICE** is hereby given that on **September 13, 2022 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:
- ☒ Repaired; or,
☒ Demolished
- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 107 Randolph Street

Date: July 5, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: 7/6/2022

Per the Title Report, the owner is: Obi Etumiwe Francis Umejei is Fee simple owner

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

1 Obi Etumiwe Francis Umejei
PO Box 81183
Mobile AL 36689

Possible Phone Number
251-581-1714

2 Obi Etumiwe Francis Umejei
219 Allenby St
Prichard AL 36610

TAX STATUS: CURRENT

Lis Pendens

Lis Pendens – Instrument number 20220138799 – Unsafe or a public nuisance dated 2/23/2022.



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - William Carroll District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/13/2022

Funding Source

Project # 1005 Texas Street - ME-017-22

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1005 Texas Street	Cover Memo	9/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	9/7/2022 - 12:20 PM
City Clerk	Gauthier, Lana	Approved	9/8/2022 - 11:57 AM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1005 TEXAS STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 6, 7, 8 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1005 TEXAS STREET** described as:

COM AT A PT WHERE S/L OF TEXAS ST INT W/L OF CHARLES ST
RUN W ALG S/L OF TEXAS ST 75 FT TO POB TH CONT W ALG S/L
OF TEXAS ST 25 FT TO A PT TH RUN S & PAR TO CHARLES ST 118
FT TO A PT TH RUN E & PAR TO TEXAS ST 25 FT TO A PT TH RUN N
& PAR TO CHARLES ST 118 FT TO THE POB #SEC 38 T4S R1W
#MP29 10 38 0 003

Parcel Number: 29 10 38 0 003 210.001

Last Assessed to: MASON WARREN W & SHIRLEY A

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

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

September 6, 2022



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, September 13, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1005 TEXAS STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **MASON WARREN W & SHIRLEY A** IS A PUBLIC
NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002,
ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses
from Real Estate)

PARCEL NUMBER: 29 10 38 0 003 210.001

COUNCIL DISTRICT 2 – WILLIAM CAROLL

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey -Re-Check

Flood Zone

Report Date - _____

Property Address

1005 Texas Street

Property Details

Parcel Key	1996996	Local Historic Registry	N
Status	Scored	National Historic Registry	N <i>Contributing</i>
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	Y
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	02-21-22	Comments	

Property Score

Score	85	Score Description	Blight Review
-------	----	-------------------	---------------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 3-7-22

Noted 3-1-1 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 07/15/2022

Property Address: 1005 Texas Street **District No:** 2

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



























Affidavit of Mailed Notice



September 6, 2022

State of Alabama
County of Mobile

Subject Property – 1005 Texas Street.

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

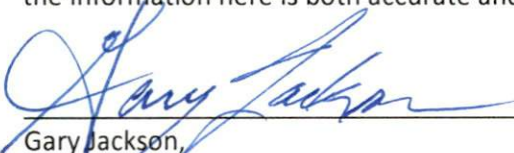
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 2 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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



Gary Jackson,
Municipal Enforcement Program Coordinator

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Warren and Shirley Mason
1915 South Belle Court Drive
Mobile, Alabama 36605

July 21, 2022

RE: **1005 Texas Street**
Project Number: ME-017-22

Dear Warren and Shirley Mason:

On July 15, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1005 Texas Street.

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

**COM AT A PT WHERE S/L OF TEXAS ST INT W/L OF CHARLES ST
RUN W ALG S/L OF TEXAS ST 75 FT TO POB TH CONT W ALG S/L
OF TEXAS ST 25 FT TO A PT TH RUN S & PAR TO CHARLES ST 118
FT TO A PT TH RUN E & PAR TO TEXAS ST 25 FT TO A PT TH RUN N
& PAR TO CHARLES ST 118 FT TO THE POB #SEC 38 T4S R1W
#MP29 10 38 0 003**

Parcel Number: 29 10 38 0 003 210.001

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **September 4, 2022**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **September 4, 2022**, provide the Code Official with a work plan to accomplish the repairs by **September 4, 2022**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **September 4, 2022**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

- IV. **NOTICE** is hereby given that on **September 13, 2022 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson

Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1005 Texas Street ---UPDATE---

Date: July 12, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: 2/27/2022

Per the Title Report, the owners are: Warren W. Mason and Shirley A. Mason

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

1

Warren and Shirley Mason
1915 South Belle Court Drive
Mobile, Alabama 36605

Fee Simple Owner
Phone number 251-476-3485
Cell phone 251-458-4542

2

Warren and Shirley Mason
1005 Texas St.
Mobile, AL 36604

Subject property

TAX STATUS: Paid

Parties with recorded liens per Title Report:

Weed Lien filed by the City of Mobile vs. Warren W. Mason & Shirley A. Mason, recorded in Probate Court on 6/22/18, instrument # 2018035505.

Open Mortgages: None.

Lis Pendens

Lis Pendens filed by the City of Mobile vs. Warren W. & Shirley A. Mason, recorded in Mo. Co. Probate Ct. on 9/30/19, instrument # 2019057604.

Lis Pendens filed by the City of Mobile vs. Warren W. & Shirley A. Mason, recorded in Mo. Co. Probate Ct. on 9/16/19, instrument # 20190574766.

Lis Pendens filed by the City of Mobile vs. Warren W. & Shirley A. Mason, recorded in Mo. Co. Probate Ct. on 10/13/17, instrument # 2017058565.

Lis Pendens filed by the City of Mobile vs. Warren W. & Shirley A. Mason, recorded in Mo. Co. Probate Ct. on 03/23/2022, instrument # 2022021410.



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - C. J. Small District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/13/2022

Funding Source

Project # 1612 Wardwood Drive - ME-006-22

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1612 Wardwood Drive	Cover Memo	9/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	9/7/2022 - 12:30 PM
City Clerk	Gauthier, Lana	Approved	9/8/2022 - 12:01 PM

RESOLUTION

Sponsored by: Councilmember C. J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances“ adopted December 5, 2017, the accessory structure at **1612 WARDWOOD DRIVE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 6, 7, 8 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1612 WARDWOOD DRIVE** described as:

**LOT 34 WARD SUB 2 MBK 6 P 105-106 #SEC 40 T5S R1W #MP32 09
40 0 001**

Parcel Number: 32 09 40 0 001 044

Last Assessed to: REALTY VESTED PARTNERS LLC & ARLENE BALUYUT

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

September 6, 2022



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

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

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, September 13, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1612 WARDWOOD DRIVE.** OWNED BY OR MAY HAVE AN INTEREST: **REALTY VESTED PARTNERS LLC & ARLENE BALUYUT** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 32 09 40 0 001 044

COUNCIL DISTRICT 3 – C. J. SMALL

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey -Re-Check

Flood Zone

Report Date - _____

Property Address

1612 Wardwood Drive

Property Details

Parcel Key	944125	Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R	FLOOD ZONE	

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	01-11-21	Comments	

Property Score

Score	77	Score Description	Blight Review
-------	----	-------------------	---------------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

1-24-22

Vote 5-0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 07/12/2022

Property Address: 1612 Wardwood Drive **District No:** 3

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





























Affidavit of Mailed Notice



September 6, 2022

State of Alabama
County of Mobile

Subject Property – 1612 Wardwood Drive.

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

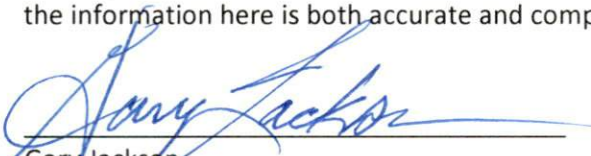
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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



Gary Jackson,
Municipal Enforcement Program Coordinator

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Realty Vested Partners LLC
4705 Sherry Court
Mobile, AL 36693-3680

July 21, 2022

RE: **1612 Wardwood Drive**
Project Number: ME-006-22

Dear Realty Vested Partners LLC:

On July 12, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1612 Wardwood Drive.

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

**LOT 34 WARD SUB 2 MBK 6 P 105-106 #SEC 40 T5S R1W #MP32 09
40 0 001**

Parcel Number: 32 09 40 0 001 044

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **September 4, 2022**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **September 4, 2022**, provide the Code Official with a work plan to accomplish the repairs by **September 4, 2022**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **September 4, 2022**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

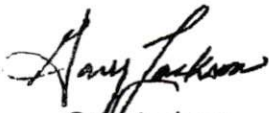
IV. **NOTICE** is hereby given that on **September 13, 2022 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
- ☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson

Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1612 Wardwood Dr

Date: July 7, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: 1/22/2022

Per the Title Report, the owner is: Realty Vested Partners, LLC and Arlene Baluyut

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|------------------------------------|
| 1 | Realty Vested Partners LLC
4705 Sherry Ct
Mobile AL 36693-3680 | Fee simple/Owner ½ Interest |
| 2 | Arlene S Baluyut
7555 Meadows Dr S
Mobile AL 36619-3865 | Fee simple/Owner ½ Interest |
| 3 | Realty Vested Partners LLC
and Arlene Baluyut
1612 Wardwood Dr
Mobile AL 36605-4208 | Fee simple owners/subject property |

TAX STATUS: 2021 Tax Lien

REWI Tax Academy 521
Holdings LLC
522 Deal Lake Dr
APT 4
Asbury NJ 07712

2021 Tax Lien Certificate

Mortgages: None

Lis Pendens

Lis Pendens – Instrument number 2022006778 – City of Mobile vs Cheryl Hosfelt



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Marc Vassallo

Sponsored by:

Mayor Stimpson

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Resolution

Cover Memo

9/7/2022

REVIEWERS:

Department Reviewer

Action

Date

Public
Service

Gauthier, Lana

Approved

9/8/2022 - 11:04
AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

- **September 2022 – Margaret McNab (Employee #13586 – Public Services Administration)**

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

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Senior Director of Parks & Recreation Shomnda Smith

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Recognizing the employee of the month for September, Leslie Pettaway, with Community Centers in Parks & Recreation.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Leslie Pettaway - September Employee of the Month for Parks & Recreation	Cover Memo	8/24/2022

REVIEWERS:

Department Reviewer	Action	Date
Parks and Recreation Gauthier, Lana	Approved	9/8/2022 - 11:06 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

- **Date September 13, 2022 – Name: Leslie Pettaway (Employee #15182) Parks & Recreation (Community Centers)**

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

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

James DeLapp, Executive Director of Public Works

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Recognizing employee of the month for September, Wendy Mead with Inspection Services

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	9/7/2022

REVIEWERS:

Department Reviewer	Action	Date
Build Mobile Gauthier, Lana	Approved	9/8/2022 - 11:08 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

- **September 2022 – Wendy Mead (Employee # 4487) Public Works at Large (Inspection Services)**

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

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH EFFORTS TO ERADICATE THE BLIGHT WITHIN THE COMMUNITY AND TO SERVICE THE NEEDS OF RESIDENTS WHILE PROMOTING PRIDE, DIGNITY AND OWNERSHIP

Amount of Contract:

\$5,000.00

Funding Source

Project # DSC-02 / 10041020-42200

Discretionary Funds DSC-02

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - AFRICATOWN COMMUNITY DEVELOPMENT CORPORATION	Cover Memo	9/8/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/8/2022 - 12:33 PM

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

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **\$5,000.00** to Africatown Community Development Corporation, from his discretionary funds; and*

WHEREAS, *Africatown 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 *Africatown Community Development Corporation will be used to assist with efforts to eradicate the blight within the community and to service the needs of residents while promoting pride, dignity and ownership, 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 Africatown 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:9/13/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

MAYOR SANDY STIMPSON

Purpose and Scope of Project:

FUNDS WILL BE USED TO AID IN IMPROVING THE LIIVES OF YOUTH IN OUR COMMUNITY THROUGH MENTORING, ECONOMIC DEVELOPMENT & WELLNESS AWARENESS AND ENHANCEMENT OF EDUCATONAL EXPERIENCE

Amount of Contract:

\$2,400.00

Funding Source

Project # DSC- 8 / 10040580-42080

Discretionary Funds DSC-08

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - 100 BLACK MEN GREATER MOBILE, INC.	Cover Memo	9/8/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/8/2022 - 12:50 PM

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

Sponsored by: *Mayor Sandy Stimpson*

WHEREAS, *Mayor Sandy Stimpson wishes to appropriate **\$2,400.00** to 100 Black Men Greater Mobile, Inc., from his discretionary funds; and*

WHEREAS, *100 Black Men Greater Mobile, Inc., is an Alabama non-profit corporation which provides a service to the community; and*

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

WHEREAS, the Mobile City Council determines that this appropriation to *100 Black Men Greater Mobile, Inc., will be used to aid in improving the lives of youth in our community through mentoring, economic development, health & wellness awareness and enhancement of educational experience, which will serve a public purpose.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$2,400.00** to 100 Black Men Greater Mobile, Inc. for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

MAYOR SANDY STIMPSON

Purpose and Scope of Project:

FUNDS WILL USED TO ASSIST WITH THEIR ANNUAL "LOVEFEST" A RALLY AGAINST VIOLENCE TO BE HELD ON SEPTEMBER 17, 2022

Amount of Contract:

\$1,500.00

Funding Source

Project # DSC-08 / 10040580-42080

Discretionary Funds DSC-08

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - MOUNT ZION PRIMITIVE BAPTIST CHURCH	Cover Memo	9/8/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/8/2022 - 12:58 PM

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

Sponsored by: *Mayor Sandy Stimpson*

WHEREAS, *Mayor Sandy Stimpson wishes to appropriate **\$1,500.00** to Mount Zion Primitive Baptist Church, from his discretionary funds; and*

WHEREAS, *Mount Zion Primitive Baptist Church is an Alabama unincorporated religious association which provides a service to the community; and*

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

WHEREAS, the Mobile City Council determines that this appropriation to *Mount Zion Primitive Baptist Church to assist with their annual "LOVEFEST," a rally against violence to be held on September 17, 2022 which will serve a public purpose benefitting the City of Mobile and its citizens.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1,500.00** to Mount Zion Primitive Baptist Church for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

MAYOR SANDY STIMPSON

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH DUES FOR FAMILIES WHO CAN'T AFFORD TO PAY AND FOR THE BOYS AND GIRLS CLUB FUND

Amount of Contract:

\$21,000.00

Funding Source

Project # DSC-08 / 10040580-42080

Discretionary Funds DSC-08

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - THE BOYS AND GIRLS CLUBS OF SOUTH ALABAMA, INC.	Cover Memo	9/8/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/8/2022 - 1:32 PM

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

Sponsored by: *Mayor Sandy Stimpson*

WHEREAS, *Mayor Sandy Stimpson wishes to appropriate **\$21,000.00** to The Boys and Girls Clubs of South Alabama, Inc., from his discretionary funds; and*

WHEREAS, *The Boys and Girls Clubs of South 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 *The Boys and Girls Clubs of South Alabama, Inc., will be used to assist with dues for families who can't afford to pay and The Boy and Girls Club fund*, 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 **\$21,000.00** to The Boys and Girls Clubs of South 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:9/13/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

MAYOR SANDY STIMPSON

Purpose and Scope of Project:

FUNDS WILL BE USED TO AID IN IMPROVING THE LIVES OF YOUTH IN COMMUNITY THROUGH MENTORING

Amount of Contract:

\$5,000.00

Funding Source

Project # DSC-08 / 10040580-42080

Discretionary Funds DSC-08

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - BIG BROTHERS BIG SISTERS OF SOUTH ALABAMA, INC.	Cover Memo	9/8/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/8/2022 - 1:39 PM

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

Sponsored by: *Mayor Sandy Stimpson*

WHEREAS, *Mayor Sandy Stimpson wishes to appropriate **\$5,000.00** to Big Brothers Big Sisters of South Alabama, Inc., from his discretionary funds; and*

WHEREAS, *Big Brothers Big Sisters of South 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 *Big Brothers Big Sisters of South Alabama, Inc., will be used to aid in improving the lives of youth in our community through mentoring, 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 Big Brothers Big Sisters of South 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:9/13/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

MAYOR SANDY STIMPSON

Purpose and Scope of Project:

FUNDS WILL BE USED TO AID AND SUPPORT THE FAMILY ASSISTANCE PROGRAM PROVIDING SERVICES SUCH AS TUTORING, ACT PREP COURSES, COUNSELING SERVICE AND EMERGENCY HOME ASSISTANCE FOR FAMILIES

Amount of Contract:

\$10,000.00

Funding Source

Project # DSC-08 / 10040580-42080

Discretionary Funds DSC-08

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	9/8/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/8/2022 - 2:02 PM

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

Sponsored by: *Mayor Sandy Stimpson*

WHEREAS, *Mayor Sandy Stimpson wishes to appropriate \$10,000.00 to The Nest Corporation, Inc., from his discretionary funds; and*

WHEREAS, *The Nest Corporation, 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 Nest Corporation, Inc.*, *will be used to aid and support the Family Assistance Program providing services such as tutoring, ACT prep courses, counseling service and emergency home assistance for families*, 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 \$10,000.00 to The Nest Corporation, 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:9/13/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of an agreement with the Mobile County District Attorney for funds for a public purpose

Amount of Contract:

\$16,500.00

Effective Date of Contract:

9/20/2022

Funding Source

Project # Resolution for Mobile County Law Enforcement Memorial

Discretionary Funds \$16,500.00

Project String n/a

Contract Number:n/a

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Agreement	Backup Material	9/8/2022
resolution	Cover Memo	9/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	9/8/2022 - 2:46 PM
Legal	Kern, Chris	Approved	9/8/2022 - 2:54 PM

Accounting Daniels, Bettye

Approved

9/8/2022 - 3:19
PM

Mayors
Office Montgomery, Brandi

Approved

9/8/2022 - 3:24
PM

AGREEMENT BETWEEN CITY OF MOBILE AND MOBILE COUNTY DISTRICT
ATTORNEY ADDITION TO
THE MOBILE COUNTY LAW ENFORCEMENT MEMORIAL

WHEREAS, the City of Mobile ("City"), is a municipality in Mobile County, Alabama, and the Mobile County District Attorney ("MCDA"), a County elected official, find that a public purpose will be served by the expenditure of funds for the addition to the Mobile County Law Enforcement Memorial located within City; and

WHEREAS, the MCDA is an elected official who serves the community; and

WHEREAS, MCDA plans to erect the Mobile County Law Enforcement Memorial addition Project, which includes the creation and installation of a bronze statue commemorating Law Enforcement personnel, and City desires to contribute to its construction and installation; and

WHEREAS, MCDA and City deem it necessary and desirable to set out the terms of this agreement with regard to funding and construction of the project;

NOW, THEREFORE, in consideration of the premises and the public purposes to be served thereby, MCDA, and the City of Mobile, Alabama, a municipal corporation acting by and through its duly authorized Mayor, enter into the following mutual agreement:

1. THAT the City, by and through its mayor, will appropriate from the Mayor's discretionary fund the sum of SIXTEEN THOUSAND FIVE HUNDRED DOLLARS (\$16,500.00) (the "Funds") to be paid toward the construction of a bronze statue commemorating Mobile County Law Enforcement personnel as provided herein.
2. THAT the MCDA agrees to utilize the funds solely for the Project, that is, purchase of the bronze material to create the statue, and these funds shall supplement, not supplant, other MCDA contributions.
3. THAT the funds will be disbursed with a single payment of \$16,500.00, upon full execution of this agreement by both parties, with said \$16,500.00 of the funds to be used for the purchase of bronze for the above-described statue, and no other purpose.

4. THAT if for any reason the MCDA does not undertake the project the funds shall be remitted to the City within fifteen (15) days of the MCDA decision to abandon the project.
5. THAT following the MCDA acceptance of the project, MCDA shall refund to City any portion of the funds, which are unused or used for any other purpose.
6. THAT no more than thirty (30) days following completion of the project, MCDA shall provide to City a report which shall summarize the accomplishments and activities of MCDA Office relating to the construction of the above-described Project; such report shall be signed by the MCDA.
7. THAT MCDA shall in the performance of this contract comply strictly with all state and federal laws, rules, and regulations, and shall specifically assure that no person is subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under applicable federal or state law.
8. THAT MCDA shall be and at all times remain responsible for the design, and construction of the project, and City shall have no liability in connection therewith.

IN WITNESS WHEREOF, the parties have each cause this instrument to be executed on the date or dates set out below the signature of their duly authorized representative.

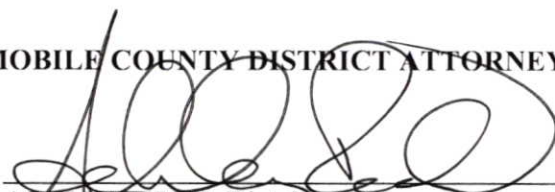
CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

BY: _____
Its City Clerk

MOBILE COUNTY DISTRICT ATTORNEY

By: 
ASHLEY RICH, District Attorney

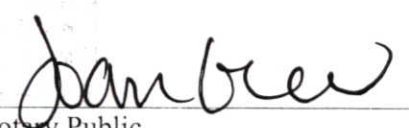
STATE OF ALABAMA }
COUNTY OF MOBILE }

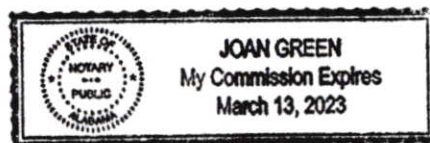
I, the undersigned Notary Public, in and for said County in said State, hereby certify that Ashley Rich whose name as District Attorney for Mobile County, is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, she as such officer and with full authority executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand this the 8 day of September, 2022.

(SEAL)




Notary Public
State of Alabama At-Large
My Commission Expires: 3/13/23



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

Sponsored by: Mayor William S. Stimpson

WHEREAS, Mayor Stimpson wishes to appropriate \$16,500.00 to the *Mobile County District Attorney's Office for an addition to the Mobile County Law Enforcement Memorial*, from his discretionary funds; and

WHEREAS, the Mobile County District Attorney's Office is an Alabama elected official who serves the community; and

WHEREAS, the Mobile City Council determines that the appropriation to the Mobile County District Attorney, used to purchase bronze material to create a statue for the public memorial to law enforcement personnel, serves 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 the appropriation of \$16,500.00 to the *Mobile County District Attorney, for the purpose 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 Mayor 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:9/13/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember, Reynolds, Daves & Gregory

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
9/13/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

9/12/2022 - 2:44
PM

03-806

2022

RESOLUTION

Sponsored by: Councilmembers Reynolds, Daves and Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Lewis Golden (D4), Jeremy Milling (D5) and Adam Metcalfe (D7) are re-
appointed to the Board of Adjustment effective immediately for a term ending
September 13, 2025.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Cassie Boatwright, Director of REAM

Sponsored by:

Councilmember Gregory and Mayor Stimpson

Purpose and Scope of Project:

To reallocate funds from CIP (2000) to G-MMOACHLL for purchase of Chiller for MMOA.

Amount of Contract:

\$140,000.00

Funding Source

Project # MMOA-Chiller #1 Replacement; MU-084-22 **Discretionary Funds**

Project String 20002000-48010 - from C0567 to G-MMOACHLL **Contract Number:**

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

Grant Funds G-MMOACHLL **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
REALLOCATION OF FUNDS FOR CHILLER FOR MMOA	Cover Memo	9/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Blaize, Gregg	Approved	9/7/2022 - 4:37 PM
Capital	Rhodes, Brenda	Approved	9/7/2022 - 5:02 PM
Legal	Kern, Chris	Approved	9/8/2022 - 11:05 AM

Mayors
Office

Montgomery, Brandi

Approved

9/8/2022 - 3:06
PM

RESOLUTION

2022

Sponsored by Mayor William S. Stimpson and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, to reallocate the sum of \$140,000.00 from C0567 (Mobile Museum of Art-Pwr & HVAC Improvements), 20002000.48040(Construction) in the Capital Improvement Fund (2000) to G-MMOACHLL(CLIMATE CONTROL MMOA); (5000)50005000.93030 (MISC GR EXP-CP IMPROV) to replace and complete the purchase of a new chiller for Mobile Museum of Art.

Adopted:

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E DEPT DEPT. 3032

DATE OF REQUEST: 8/30/22

JOINT BUDGET TRANSFER: ☒ (from one fund to another)

DISTRICT#: Select Item. 7

REQUEST: Please transfer \$ 140,000.00

FROM CAPITAL PROJECT#: C0567

CAPITAL PROJECT NAME: MMOA-PWR & HVAC IMPROV

DEPT. PROJECT#: MU-084-22

TO GRANT FUND PROJECT#: G-MMOACHLL

PROJECT NAME: CLIMATE CONTROL MMOA

ACCT PROJECT STRING#: 5000.5000.5000.93030

BRENDA PARKER

Employee signature

C. Beach

Approval signature



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Archnique Kidd, Office of Supplier Diversity

Sponsored by:

William S. Stimpson, Mayor

Amount of Contract:

\$45,000 per year for 3 years

Funding Source

Project #

Project String 10043500 42200

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution to authorize agreement with Four Moons, LLC to assist the Office of Supplier Diversity electronically track disadvantaged business participation with City contracts	Cover Memo	9/6/2022
Four Moons, LLC agreement for services with Office of Supplier Diversity	Cover Memo	9/6/2022

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	9/6/2022 - 3:31 PM
Budget	Sapp, Celia	Approved	9/8/2022 - 12:44 PM
			9/8/2022 - 2:03

Legal	Kern, Chris	Approved	PM
Legal	Kern, Chris	Approved	9/8/2022 - 2:03 PM
Mayors Office	Montgomery, Brandi	Approved	9/8/2022 - 3:07 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson;

WHEREAS, the City of Mobile adopted Ordinance 14-080-2020 on July 7, 2020 for the purpose of providing equal access to City contracts by those businesses and individuals that are disadvantaged; and

WHEREAS, the City's Office of Supplier Diversity tracks participation by these businesses and individuals so as to comply with Ordinance 14-080-2020;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to enter into an agreement with Four Moons, LLC, in an amount not to exceed \$45,000 per year for 3 years, to assist the Office of Supplier Diversity to more efficiently track, through electronic means, participation by contractors and subcontractors as described in Ordinance 14-080-2020:

Adopted:

Lisa C. Lambert, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This professional services agreement (this "Agreement") is made as of ___, 2022 (the "Effective Date") by and between the City of Mobile, Alabama (the "The City of Mobile"), an Alabama municipal corporation (hereinafter referred to as the "City"), and Four Moons LLC ("Vendor"), an Alabama limited liability company.

For and in consideration of the mutual promises and covenants contained herein, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. System and Services

- (a) In consideration of the Fee(s) (as hereinafter defined) to be paid to Vendor by the City of Mobile as set forth in this Agreement, Vendor hereby grants to the City of Mobile and the City of Mobile's Authorized Users (as hereinafter defined) a non-exclusive license during the term of this Agreement to access the website or portal designated to deliver the following services (the "System and Services") Vendor has or will develop for the City of Mobile:
 - i. Visual business process flows to guide OSD compliance analysts through local, state, and federal compliance requirements ("Compliance Requirements");
 - ii. Automated processes and workflows to implement certain actions required to satisfy Compliance Requirements;
 - iii. A proprietary database of records necessary to satisfy Compliance Requirements;
 - iv. Data modeling of database records necessary to satisfy Compliance Requirements;
 - v. Dynamically generated reports to analyze compliance performance and demonstrate satisfaction of Compliance Requirements; and
 - vi. Training necessary for the use and implementation of the Services and System;
 - vii. Maintenance as required to ensure the Services and System function in accordance with the service levels described in Annex 1.
- (b) Vendor will continue to invest in the research, development, and updates of the System during the Term and Option Term(s) (as hereinafter defined) of this Agreement.
- (c) Vendor may perform its obligations through the use of affiliates subcontractors; provided,

however, Vendor shall not perform its obligations through the use of subcontractors without the advance written consent of the City of Mobile, which consent shall not be unreasonably withheld. Vendor shall not be relieved of its obligations under this Agreement by use of any such affiliates or subcontractors and shall be responsible for the performance of each such subcontractor. If the City of Mobile determines that the performance or conduct of any Vendor subcontractor is unsatisfactory, the City of Mobile may notify Vendor of its determination in writing, indicating the reasons therefore, in which event Vendor shall promptly take all necessary actions to remedy immediately the performance or conduct of such Vendor and, if requested by the City of Mobile, to replace such Vendor.

- (d) The City of Mobile may request at any time, and from time-to-time, during the Term that Vendor provide additional services including additional interfaces or modules ("Modules"), other than the System and Services described in the foregoing Section (a). Upon receipt of such request, Vendor shall prepare and submit to City of Mobile a written estimate of the costs and fees for such additional Module(s) and a general statement of work relating to the functionality of the requested additional Module. Upon approval by the City of Mobile of the statement of work, Vendor shall develop the additional Module in accordance with the terms of such statement of work and this Agreement.

2. Ownership rights reserved

- (a) No title or ownership of intellectual property rights to the licensed herein or by this Agreement is transferred to the City of Mobile. the City of Mobile shall not disassemble, reverse-compile, reverse-engineer, or otherwise translate the Services and System licensed hereunder except as may be allowed under applicable law.
- (b) Vendor shall be the sole and exclusive owner of all work product produced or created in the discharge of its obligations under this Agreement. For purposes of this Agreement, "Work Product" shall mean information, documentation, developments and all intermediate and partial versions thereof, including all source code and object code with respect thereto, and all designs, specifications, software, compilations, writings, other creations, and the like, whether or not subject to copyright, or otherwise protectable by law, created, invented, or conceived for the use or benefit of the City of Mobile in connection with this Agreement

by Vendor, or by any other person or entity engaged by Vendor. Work Product shall include residuals and underlying works.

3. Term

- (a) The period during which Vendor shall be obligated to provide the Services under this Agreement (the "Term") shall commence on the Effective Date and shall end on the third (3rd) anniversary of the Effective Date unless extended or earlier terminated pursuant to this Section 3.
- (b) The City of Mobile shall have three (3) successive options to renew this Agreement for a period of three (3) years each (the "Option Term(s)"). All of the terms, conditions and covenants of this Agreement shall apply during any Option Term except that the Fee(s) shall be adjusted as specified in this Agreement. Each Option Term shall begin on the day immediately following the previous Term.
- (c) The City of Mobile may terminate this Agreement for any reason or no reason at all upon the yearly anniversary of this Agreement.
- (d) If the City of Mobile should not appropriate or otherwise make available funds sufficient to annual hosting service fees for products set forth in this Agreement, City of Mobile may unilaterally terminate this Agreement only upon sixty (60) days written notice to Vendor. City of Mobile may terminate this Agreement for cause in the event Vendor does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from City of Mobile. Notwithstanding any other provisions of the Agreement, the City of Mobile shall have the absolute right to terminate this Agreement without cause upon giving sixty (60) days written notice to Vendor.
- (e) Upon any termination of this Agreement, City of Mobile shall pay Vendor for all services and products delivered and expenses incurred prior to the date Vendor received City of Mobile's notice of termination including annual service fees. If the annual fee shall have been paid as of the termination date, the fee shall be pro-rated and any unearned portion refunded to City of Mobile.

4. Fees

- (a) Vendor shall provide the System and Services on an annual fixed fee basis. The annual fixed fee for the System and Services shall be Forty-Five Thousand dollars (\$45,000.00)

and no cents.

- (b) Vendor's annual fixed fee for the System and Services shall be at least as low as Vendor's lowest charges to any similar client. The provisions of this subsection 4(b) shall only apply if the services and terms and conditions offered by Vendor to the third-party client or the City of Mobile are reasonably similar to the System and Services provided to the City of Mobile.

5. Confidentiality; Data

- (a) Each party may have access to information that is confidential to the other party ("Confidential Information and Data"). For purposes of this Agreement, Confidential Information and Data shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential.
- (b) The City of Mobile's Confidential Information and Data shall include, but not be limited to, all information and records provided to Vendor by the City of Mobile with the following exceptions: information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that a party who has been subpoenaed or otherwise compelled by a valid law or court order to disclose Confidential Information and Data (the "Responding Party") shall first have given sufficient and prompt written notice to the other party of the receipt of any subpoena or other request for such disclosure, so as to permit such party an opportunity to obtain a protective order or take other appropriate action. The Responding Party will cooperate in the other party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information and Data. If the Responding Party is compelled as a matter of law to disclose the Confidential Information and Data, it may disclose to the party compelling the disclosure only that part of the Confidential Information and Data as is required by law to be disclosed.
- (c) Vendor will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Vendor will

maintain a comprehensive information security program to protect Vendor Cloud Services and Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection.

- (d) All Confidential Information and Data shall be kept and maintained in accordance with industry standards in a safe and secure manner with adequate safeguards to ensure that unauthorized do not have or acquire access thereto.
- (e) Vendor shall use industry best practices regularly to identify, screen, and prevent any Disabling Device in resources utilized by Vendor or the City of Mobile in connection with the provision or receipt of the Services, and shall not itself knowingly install any Disabling Device in resources utilized by Vendor, the City of Mobile, or any subcontractor, in connection with the provision or receipt of the Services. A "Disabling Device" is any virus, timer, clock, counter, time lock, time bomb, or other limiting design, instruction, or routine that would erase data or programming or cause any resource to become inoperable or otherwise incapable of being used in the full manner for which such resource were intended to be used. Vendor shall assist the City of Mobile in reducing the effects of any Disabling Device discovered in any resource related to the provision or receipt of the Services, especially if causing a loss of operating efficiency or data. Vendor will promptly, and not later than within 24 hours of discovery by Vendor, notify the City of Mobile of any loss, damage, or unauthorized access of Customer Data.
- (f) City of Mobile Data backup. Within thirty (30) days following the first year anniversary of this agreement Vendor shall provide a complete full data backup file of the entire cloud hosted database containing City of Mobile data for archive purposes. This provision shall apply for each year thereafter that the agreement is in effect.
- (g) City of Mobile Data storage. Vendor shall not transmit any City of Mobile Data to any entity or individual outside the United States.

6. Insurance

For the term of this Agreement, Vendor shall acquire and maintain in full force and effect Commercial General Liability Insurance coverage of at least \$1,000,000.00. Such policy shall name the City of Mobile as an additional insured.

7. Representations; Warranties

- (a) Vendor represents and warrants that Vendor is duly organized or formed, validly existing and in good standing under the laws of the State of Alabama. All necessary action has been taken to authorize the execution, delivery, and performance by the Vendor of this Agreement. The person(s) who have executed this Agreement on behalf of Vendor are duly authorized so to do.
- (b) Vendor represents and warrants that all required licenses and permits, both governmental and private to deliver the System and Services are in full force and effect or shall be in full and force and effect upon the Execution Date.
- (c) Vendor further represents and warrants that it will discharge all obligations under and comply with the required certifications and provisions set forth in Annex 1 to this agreement, which is incorporated herein by reference.
- (d) INTENTIONALLY OMITTED.
- (e) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, VENDOR DOES NOT REPRESENT THAT THE CITY OF MOBILE'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, OR THAT THE SERVICE WILL MEET THE CITY OF MOBILE REQUIREMENTS OR THAT ALL ERRORS IN THE SYSTEM AND SERVICES CAN OR WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THE SERVICE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY VENDOR OR THE OPERATION OF THE SERVICES WILL BE SECURE OR THAT VENDOR AND ITS SUBVENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING THE CITY OF MOBILE DATA OR THE CITY OF MOBILE'S CONFIDENTIAL INFORMATION, OR ANY ERRORS WILL BE CORRECTED OR ANY STORED THE CITY OF MOBILE DATA WILL BE ACCURATE OR RELIABLE. THE WARRANTIES STATED IN THIS SECTION 7 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY VENDOR. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTION 10

ABOVE, THE SERVICE IS PROVIDED TO THE CITY OF MOBILE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND IS FOR COMMERCIAL USE ONLY. THE CITY OF MOBILE ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE CITY OF MOBILE'S PURPOSE.

8. Default; Termination

- (a) Default. Vendor and the City of Mobile acknowledge and agree that each of the following shall constitute a default ("Default") under this Agreement:
- i. A failure by Vendor as to any critical milestone or key deliverable to achieve such milestone or deliver to the City of Mobile such deliverable within the time frame agreed upon between the parties, provided such failure was not caused by the material action or inaction of the City of Mobile or a third party Vendor or consultant of the City of Mobile (not under the control of Vendor), and in no event shall such failure be subject to a cure period.
 - ii. A material breach by Vendor of any warranty set forth in this Agreement, and/or in any Statement of Work, provided that such breach, if curable, is not cured within sixty (60) calendar days following receipt of written notice of such breach.
 - iii. A failure by Vendor, with respect to any other material obligation under this Agreement, and/or Statement of Work, to perform such obligation in accordance with this Agreement, provided that such failure is not cured within sixty (60) calendar days following receipt of written notice of such failure.
 - iv. A failure by the City of Mobile to timely pay an undisputed amount owed to Vendor, provided that such failure is not cured within sixty (60) calendar days following receipt of written notice of such failure.
 - v. The institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against a Party under any section or chapter of the U.S. Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof.
- (b) Termination. Either party may terminate this Agreement upon sixty (60) days' written notice to the other party in the event of a breach of any material obligation under this

Agreement, provided that the alleged breach is not cured during the sixty (60) day notice period. Upon termination or expiration of this Agreement, the City of Mobile shall have no rights to continue use of the System and Services.

The City of Mobile may cancel this Agreement, to be effective at the end of the then current Term, by providing Vendor with at least sixty (60) days' prior written notice to Vendor.

(c) Handling of the City of Mobile Data in the Event of Termination.

Upon termination of this Agreement, unless otherwise agreed-upon by the parties in writing, Vendor shall remove or overwrite all applicable City of Mobile Confidential Information and Data from Vendor's systems following the effective date of termination in accordance with Vendor's standard procedures. Prior to any such deletion or destruction, however, Vendor shall either (1) grant the City of Mobile reasonable access to the Service for the sole purpose of the City of Mobile retrieving the City of Mobile Data or (2) transfer all the City of Mobile Data to other media for delivery to the City of Mobile. The City of Mobile agrees that Vendor shall not be liable to the City of Mobile or to any third party for any termination of the City of Mobile access to the Service or deletion of the City of Mobile Data, provided that Vendor is in compliance with the terms of this Section. Notwithstanding the foregoing, nothing shall preclude Vendor from maintaining one copy of the City of Mobile Data if required by law.

9. Liability; Limitations

- (a) No Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST REVENUE ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE SYSTEM AND SERVICES, THE USE OF THE SYSTEM AND SERVICES OR THE INABILITY TO USE THE SYSTEM AND SERVICES), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Direct Damage Limitations. IN NO EVENT WILL VENDOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR PRODUCTION or, LOSS OF REVENUE, Indemnification

(a) Indemnification.

- i. Vendor shall hold harmless and indemnify the City, its elected officials, employees, and agents from and against any and all liability, claims, demands, losses, penalties, fines, costs, expenses, and reasonable attorney's fees arising out of work performed by Contractor under this Agreement that is the result of any negligent act, error, or omission of Contractor, its agents and employees.
- ii. Vendor will indemnify, defend and hold harmless the City of Mobile for losses the City of Mobile incurs as a direct result of any unaffiliated third party claim based on any claim that the System and Services infringe any U.S. copyright, trademark or trade secret, except to the extent resulting from: (i) the City of Mobile's modification of the System and Services or combination by the City of Mobile of the System and Services with other products or services if the System and Services would not have been infringing but for such combination or modification; (ii) the City of Mobile's use of the System and Services in a manner not authorized herein or for which it was not designed; (iii) the City of Mobile's failure to use an updated non-infringing version of the applicable intellectual property to the extent the City of Mobile was notified that the update cured an infringement; (iv) changes to the System and Services made by Vendor at the direction of the City of Mobile; or (v) the City of Mobile Data. If any item for which Vendor has an indemnification obligation under this Section becomes, or in Vendor's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, Vendor will, in addition to indemnifying Customer as provided in this Section, promptly take the following actions, at no additional charge to Customer, in the listed order of priority: (a) secure the right to continue using the item or (b) replace or modify the item to make it non-infringing. If neither of such actions can be accomplished by Vendor using commercially reasonable efforts, and only in such event, Vendor will remove the item from the Service and the

applicable Service fee will be equitably adjusted to reflect such removal. This Section 13.2 states the City of Mobile's sole and exclusive remedy for Vendor's infringement or misappropriation of intellectual property of a third party.

11. Miscellaneous

- (a) This Agreement is subject to the applicable Microsoft Licensing and Product Terms.
- (b) Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by registered or certified mail return receipt requested, (c) sent by overnight courier, (d) by email whose receipt is acknowledged by an officer of the receiving Party. If to Vendor, a notice shall be forwarded to Anna N. Moon, at anna@fourmoonstech.com, and if to the City of Mobile, a notice shall be forwarded to the City of Mobile at the address designated therefor by the City of Mobile. Notices shall be considered to have been given at the time of actual delivery in person, five business days after posting if by mail, one business day if by overnight courier service, or upon receipt of machine confirmation of successful transmission by facsimile or email as described herein.
- (c) All sections of this Agreement that by their nature may reasonably be presumed to have been intended to survive any termination or expiration of this Agreement, shall survive any such termination or expiration.
- (d) Neither party may assign this Agreement without the prior written approval of the other. Any purported assignment in violation of this section shall be void.
- (e) Neither party will be liable to the other for any failure or delay in the performance of such party's non-monetary obligations due to causes beyond its control, such as failure or delay caused, directly or indirectly, by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, epidemics, communications line or power failures, or governmental laws, court orders, and regulations imposed after the fact.
- (f) If any one or more of the provisions contained in this Contract, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained

herein and all remaining provisions shall continue in full force and effect.

- (g) It is expressly agreed and stipulated by both Parties that this Contract shall be deemed to have been made and to be performed in the State of Alabama, County of Mobile, and all questions concerning the validity, interpretation, or performance of any of its terms and provisions, or of any rights or obligations of the Parties hereto, shall be governed by and resolved in accordance with the laws of said State, and all claims or causes of actions related to the contract shall be brought in a court of competent jurisdiction in Mobile County, Alabama.
- (h) Vendor 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. Compliance shall be evidenced by the Vendor's documentation of enrollment in the E-Verify Program. 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 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.
- (i) Vendor is not currently engaged in and will not engage in the boycott of a person, or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- (j) Vendor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Section 14-10, Mobile City Code, 1991, 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.
- (k) This Agreement, together with annexes hereto, represents the parties' entire understanding relating to the use of the Service and supersedes any prior or contemporaneous, conflicting, or additional, communications.

- (l) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- (m) No joint venture, partnership, employment, or agency relationship exists between Vendor and Customer as a result of this Agreement or use of the Service.
- (n) The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision by such party unless acknowledged and agreed to by the waiving party in writing.
- (o) Any rights not expressly granted herein are reserved by Vendor.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives on the day and year first above written.

City of Mobile, Alabama

By: _____

As its: _____

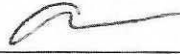
Date: _____, 2022

City Clerk: _____

Printed Name: _____

Date: _____, 2022

Four Moons LLC

By:  _____

Alvin L. Moon

As its: President

Date: August 16, 2022

ANNEX 1: SERVICE LEVELS

Incident Severity	Basic Description of Incident Severity	Target Response Times	Roles and Responsibilities for Incident Solving
Priority 1 incident	System and Services. Critical impact to business operations. 24-hour Customer and Support commitment to solve the incident. No workaround available.	Incident must be reported via telephone. Support personnel take immediate action to resolve incident. Maximum target time for first response is 15 minutes. In the first response the reporting intervals to customer will be agreed upon together with the schedule of how the solving of the incident shall be performed.	Support personnel will work on incident full time 24h/7d, stopping all other activities for required personnel Customer supplies own personnel to be present and reachable 24h/7d, stopping all other activities for required personnel
Priority 2 incident	System and Services operation severely impaired. Significant impact to business operations. Full-time Supplier commitment to solve the incident during local business hours. No workaround available.	Incident must be reported via telephone. Maximum target time for first response is 60 minutes. In the first response the reporting intervals to Customer will be agreed upon together with the schedule of how the solving of the incident shall be performed.	Support personnel will work fulltime on incident during Customer local business hours Customer personnel present and reachable during local business hours
Priority 3 incident	System and Services function impaired but operational. Visible effect during local Customer business hours. Workaround may be available.	Incident can be reported via telephone or email. Maximum target time for first response by telephone: 2 hours, for email 12 hours In the first response the reporting intervals to Customer will be agreed upon together with the schedule of how the solving of the incident shall be performed.	Support works on incident solution during local business hours Customer works during local business hours
Priority 4 incident	Cosmetic impairment or request for enhanced feature. No immediate resolution required. Request for general information.	Maximum target time for first response is 12 hours. In the first response the reporting intervals to Customer will be agreed upon together with the schedule of how the solving of the incident shall be performed.	Solution provided for cosmetic or other incidents possibly in future versions, depending on the roadmaps for the product.



FOUR MOONS LLC
SaaS Solutions

Four Moons LLC
26248 Equity Drive
Daphne, Alabama 36526
support@fourmoonstech.com

Project: Professional Services - City of Mobile
Office of Supplier Diversity
Invoice Number: City of Mobile - 2022-2023
Date: August 19, 2022

To: City of Mobile Office of Supplier Diversity
ATTN: Archnique Kidd | Supplier Diversity Manager
205 Government Street
5th floor, office 519,
Mobile, Alabama 36602

Services to be rendered pursuant to
professional services agreement for
the initial 12 month period
commencing upon execution of the
agreement.

TOTAL

\$45,000.00



My Company Account

My Company Profile

Company Information

Company Name

Four Moons LLC

Doing Business As (DBA) Name

Company ID

1866914

Enrollment Date

Aug 11, 2022

Employer Identification Number (EIN)

850993747

Unique Entity Identifier (UEI)

DUNS Number

118681883

Total Number of Employees

1 to 4

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

8138 Cohn
New Orleans, LA 70118

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#)

[U.S. Citizenship and Immigration Services](#)

[Accessibility](#)

[Plug-ins](#)



CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE
AND/OR TAX ACCOUNT

ACCT#: 122791 LAST 4 FEIN/SSN: 3747
OWNERSHIP: LLC STATE ID:
ZONING CERT: N/A
LEGAL BUSINESS NAME: FOUR MOONS LLC
PHYSICAL ADDRESS: 8138 COHN ST LA 70118
MAILING ADDRESS: 8138 COHN STREET NEW ORLEANS, LA 70118
BUSINESS PHONE: 251-767-4301 CELL PHONE:
BUSINESS FAX: START DATE: 04/01/2021
JURISDICTION: OOT TAX CODES:
TERRITORY: T01 ACCOUNT TYPE: L

OWNER INFORMATION

<u>NAME</u>	<u>ROLE</u>	<u>OWNER ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
FOUR MOONS LLC	LLC	8138 COHN STREET	NEW ORLEANS	LA	70118

LICENSE INFORMATION

<u>CODE</u>	<u>CODE TITLE</u>	<u>YEAR</u>
541511	COMPUTER PROGRAM/SOFTWARE SVCS	2022

PAID

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: ANNA MOON

ID: LADL012854983

DATE: 8/18/2022

SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT - PO BOX 3065 - MOBILE, AL, 36652-3052

TEMPORARY BUSINESS LICENSE

CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE
AND/OR TAX ACCOUNT

ACCT#: 122791 LAST 4 FEIN/SSN: 3747
OWNERSHIP: LLC STATE ID:
ZONING CERT: N/A EMPLOYEE ID: 910519777EB
LEGAL BUSINESS NAME: FOUR MOONS LLC
PHYSICAL ADDRESS: 8138 COHN ST LA 70118
MAILING ADDRESS: 8138 COHN STREET NEW ORLEANS, LA 70118
BUSINESS PHONE: 251-767-4301 CELL PHONE:
BUSINESS FAX: START DATE: 04/01/2021
JURISDICTION: OOT TAX CODES:
TERRITORY: T01 ACCOUNT TYPE: L
EMAIL: ANNA@FOURMONNSTECH.COM #VENDING: VEND OWN:

OWNER INFORMATION

<u>NAME</u>	<u>ROLE</u>	<u>ADDRESS</u>	<u>DL #</u>	<u>SSN</u>	<u>PHONE</u>	<u>DOB</u>
FOUR MOONS LLC	LLC	8138 COHN STREET NEW ORLEANS, LA 70118			251-767-4301	

LICENSE INFORMATION

<u>CODE TITLE</u>	<u>YEAR</u>	<u>AMT DUE</u>	<u>AMT PAID</u>
541511 COMPUTER PROG/SOFTWARE SVC CITY	2022		
SUB TOTAL:		\$603.81	\$0.00
ISSUE FEE:		\$20.00	\$0.00
ZONING FEE:		\$0.00	\$0.00
GRAND TOTAL:		\$623.81	\$0.00
OUTSTANDING BALANCE DUE:		\$623.81	

GROSS RECEIPTS: YES

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: ANNA MOON

ID: LADL012854983

DATE: 8/18/2022

SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT - PO BOX 3065 - MOBILE, AL, 36652-3052

TEMPORARY BUSINESS LICENSE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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

Hiscox Inc.
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT

NAME:

PHONE

(A/C, No, Ext): (888) 202-3007

FAX

(A/C, No):

E-MAIL

ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hiscox Insurance Company Inc

10200

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:****INSURED**

FOUR MOONS LLC
8138 COHN ST
NEW ORLEANS, LA 70118

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			UDC-5220880-CGL-22	08/11/2022	08/11/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	☐ A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

city of mobile
205 government st
mobile al 36602

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



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

Paul O. Prine

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize and execute an agreement for grant participation with the Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program (CTSP) for traffic grants worked by the Mobile Police Department as outlined in the agreement.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	9/6/2022
Agreement for CTSP Participation	Backup Material	9/6/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/7/2022 - 12:30 PM
Legal Kern, Chris	Approved	9/8/2022 - 11:02 AM
Legal Kern, Chris	Approved	9/8/2022 - 11:04 AM
Mayors Office Montgomery, Brandi	Approved	9/8/2022 - 3:08 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement for grant participation with the Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program (CTSP) for traffic grants as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

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

Adopted:

City Clerk

**MOBILE COUNTY COMMISSION
SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE**

P.O. BOX 1443 • MOBILE, AL 36633 • PHONE # 251-574-8659

Community Traffic Safety Program (CTSP)

Agreement for CTSP Grant Participation

Fiscal Period: October 01, 2022 – September 15, 2023

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

Grants covered under the Community Traffic Safety Program (CTSP) are as follows:

Selective Traffic Enforcement Program

Hot Spot Impaired Driving Enforcement Program & (Drug Recognition Enforcement/DRE Officer)

Click It or Ticket Memorial Day Enforcement Program, May 22, 2023 – June 4, 2023

Drive Sober or Get Pulled Over Labor Day Enforcement Program, August 18, 2023 – September 4, 2023

This agreement is entered into by the Mobile County Commission which houses the Southwest Alabama Regional Highway Safety Office, hereinafter referred to as "SWARHSO", and the governing entity of the law enforcement department of the following:

Mobile Police Department _____, hereinafter referred to as "AGENCY", for official participation in the Southwest Region's Community Traffic Safety Program (CTSP) grant(s), and for 100% funded salary, plus allowable FICA fringe, for overtime traffic safety enforcement (and other time as approved by ADECA and/or SWAHSO), and for traffic enforcement/traffic safety equipment, dependent upon approval of applicable grant(s). The term of this contract will be from **October 01, 2022 through September 15, 2023; however, this contract period will not be the same as any grant's authorized spending period during the fiscal year.** Expenditure of CTSP grant funds will only be allowable under this agreement for the AGENCY's grant activity performed within the state-designated Southwest Region's Counties of: Baldwin, Choctaw, Conecuh, Clark, Dallas, Escambia, Greene, Hale, Marengo, Mobile, Monroe, Perry, Sumter, Washington and Wilcox.

The funds for this agreement were awarded by the National Highway Traffic Safety Administration (NHTSA) and are passed through the Alabama Department of Economic Community Affairs (ADECA) and Mobile County Commission's SWARHSO. Therefore, all expenditures are subject to all federal and state laws, rules and regulations, including LETS policy letters.

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

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

NO AGENCY will be approved to receive overtime enforcement funding without having entered into this contract with the SWARHSO and being registered with the CORE system. **NO AGENCY** will be approved to receive overtime enforcement funding without having an approved overtime policy adopted by or on behalf of the AGENCY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this

Mobile County Commission

Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program

Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2022 – September 15, 2023

Page 2 of 4

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

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

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

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

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

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

The FINAL deadline for receipt of FINAL reimbursement claims/requests from the AGENCY will be seven (7) business days from the closing date of September 15, 2023 (received by SWARHSO – in the CTSP office). Any claims received by SWARHSO after this date will NOT be reimbursed. It is the AGENCY's responsibility to ensure that all of their reimbursement claims are submitted to SWARHSO in a timely manner, so as to meet these monthly timelines and final deadline. Though the contract period of this agreement extends to September 15th (for CTSP participation purposes), the AGENCY must comply with each grant's designated work period and final reimbursement claims deadline, i.e., Click It or Ticket Program. **No reimbursement will be made for work performed outside of each grant's regionally authorized work period.**

Mobile County Commission
Southwest Alabama Regional Highway Safety Office Community Traffic Safety Program
Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2022 – September 15, 2023
Page 3 of 4

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

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

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

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

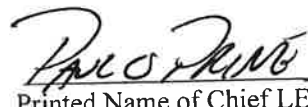
Termination for Cause. If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately, SWRHSO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

Signatures required:

Signature of GOVERNING ENTITY'S **Authorizing Official**
(Mayor/Comm. Chair authorized to enter Agreement)

William S. Stimpson DATE
Printed Name of Authorizing Official and Title


Signature of AGENCY's **Chief Law Enforcement Official**
(Chief of Police or Sheriff)

 DATE 9/6/22
Printed Name of Chief LE Official and Title



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kimball International for workspace furniture for MPD Cyber/Gulf Coast Technology Center.
General fund.

Amount of Contract:

\$44,774.50

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220906 Kimball Agenda Package POs	Cover Memo	9/7/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	9/8/2022 - 3:11 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>13530</u>	2022	(1545) POLICE CYBER DIVISION	FURNITURE FOR MPD CYBER GULF COAST TECHNOLOGY CENTER (AL STATE CONTRACT)	\$44,774.50	<u>(282081)</u> <u>KIMBALL</u> <u>INTERNATIONAL</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 1
--	--	--------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

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

General Notes

PER STATE OF ALABAMA CONTRACT MA-220000002897.

001	INSTALLATION DEALER: OFFICE EQUIPMENT COMPANY ATTN: NANCY BRAMLETT. waveworks, 36wx38H Bookcase, Open Set, On Laminate PB Curtis' Office Additional Description Notes	1.00 EACH	340.00000	340.00
-----	--	--------------	-----------	--------

Ordered by OEC
 104 East I-65 Service Road North
 Mobile, AL 36607
 Nancy Bramlett
 Vendor Item No.: WW36388COL

1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			340.00
---	---	--	--	--------

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 2
--	--	--------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
002	WW2436LFF2LL WAVEWORKS, 24DX36W, LATERAL FILE, TWO DRAWER, TFL VPB 6PL KS1B STD PB PB PB	1.00 EACH	729.00000	729.00

1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			729.00
---	---	--	--	--------

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

003	WW2460RLEFLL2 WAVEWORKS, 24DX60W, RETURN, LEFT, FILE/FILE, TFL VPB 6PL G1C KS1B STD PB PB PB	1.00 EACH	691.50000	691.50
-----	--	--------------	-----------	--------

1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			691.50
---	---	--	--	--------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 3
--	--	--------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	1282081				POLICE CYBER DIVISION

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

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

004 WW3672DRFLL1. WAVEWORKS, 36DX72W, DESK,RIGHT,BBF,TFL VPB 6PL G1L KS1B STD PB PB PB	1.00 EACH	1030.50000	1030.50
--	--------------	------------	---------

1 2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			1030.50
---	--	--	---------

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

005 NAC 1922CD ACCESSORIES, PLASTIC	1.00	46.50000	46.50
-------------------------------------	------	----------	-------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 4
--	--	--------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	1282081				POLICE CYBER DIVISION

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			46.50

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

006	NAC0236SUR, ACCESSORIES, 36w, UNDERSURFACE SUPPORT RAIL, BLACK	8.00 EACH	103.50000	828.00
-----	---	--------------	-----------	--------

1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			828.00
---	---	--	--	--------

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 5
---	---	--------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
---	--

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
007	WW3018SOEML WAVEWORKS,30WX18H, OVERGEAD, OPEN, WALL MOUNT, LAMINATE	8.00 EACH	408.50000	3268.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			3268.00
Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602				
008	WW3028STL, WAVEWORKS, 30DX28H, T SUPPORT PANEL, LAMINATE PB	8.00 EACH	238.00000	1904.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			1904.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 6
--	--	--------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	1282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
009	NAC0328SFSQB, SUPPORT BASE, 30X28H, SQUARE X 462	16.00 EACH	98.50000	1576.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			1576.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
010	WW1572TSLL WAVEWORKS, 150X72W, RECEPTION COUNTER KIT, TFL VPB STD	1.00 EACH	303.00000	303.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 7
--	--	--------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account PB	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			303.00
Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602				
011	WW3618SOHML. WAVEWORKS, 36WX18H, OVERHEAD, DOORS, WALL MOUNT, LAMINATE KS1B PB PB	1.00 EACH	434.50000	434.50
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			434.50
Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300				

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 8
--	--	--------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			
012	WW4818SOHML, WAVEWORKS, 48WX18H, OVERHEAD, DOORS, WALL MOUNT, LAMINATE KS2B PB PB	7.00 EACH	494.50000	3461.50
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			3461.50
Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602				
013	WW2442BEFLL, WAVEWORKS, 24DX42W, BRIDGE, TFL VPB G1C STD PB PB	2.00 EACH	259.00000	518.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			518.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 9
--	--	--------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

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

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

014 WW2315PUBBFL, WAVEWORKS, 23DX15W, PEDESTAL, BOX/BOX/FILE, UNDERSURFACE, LAM 6PL X KS1B PB PB	1.00 EACH	473.00000	473.00
--	--------------	-----------	--------

1 2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			473.00
---	--	--	--------

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

015 WW233029PU10L, WAVEWORKS,	5.00	1020.50000	5102.50
-------------------------------	------	------------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 10
--	--	---------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	23DZ30WX29H, PEDESTAL, RIGHT, MULTIFILE BB/F/LF, LAM 6PL X KS2B PB PB 2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			5102.50
Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602				
016	WW233029PU11L, WWAVEWORKS, 23DX30WX29H, PEDESTAL, LEFT, MULTIFILE BB/F/LF, LAM 6PL X KS2B PB PB	3.00 EACH	1020.50000	3061.50
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			3061.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 11
--	--	---------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

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

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

017 WW2460RSTFLLL, WAVEWORKS, 24DX60W, RECEPTION RETURN, LEFT, TFL VPB G1C STD PB PB	1.00 EACH	725.50000	725.50
--	--------------	-----------	--------

1 2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			725.50
---	--	--	--------

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

018 WW2572DSTF3LL, WAVEWORKS, 25DX72W,	1.00	1163.50000	1163.50
--	------	------------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 12
--	--	---------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	RECEPTION DESK, SHELL, ACCENT, TFL VPB G1LR STD PB PB PB 2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			1163.50

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

019	WW2466CRFFLL2, WAVEWORKS, 24DX66W, CREDENZA, RIGHT PED, FILE/FILE, TFL VPB 6PL G1L KS1B STD PB PB PB 2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.	1.00 EACH	864.00000	864.00
-----	---	--------------	-----------	--------

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 13
--	--	---------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	1282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
020	WW2466CLFLL2, WAVEWORKS, 24DX66W, CREDENZA, LEFT PED, FILE/FILE, TFL VPB 6PL G1R KS1B STD PB PB PB	1.00 EACH	864.00000	864.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			864.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
021	WW3066DLFLL1, WAVEWORKS, 30DX66W, DESK, LEFT, BBF, TFL VPB 6PL G1R KS1B STD PB PB PB	1.00 EACH	987.50000	987.50
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			987.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 14
--	--	---------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

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

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

022 WW3066DRFLL1, WAVEWORKS, 30DX66W, DESK, RIGHT, BBF, TFL VPB 6PL G1L KS1B STD PB PB PB	1.00 EACH	987.50000	987.50
---	--------------	-----------	--------

1 2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			987.50
---	--	--	--------

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

023 WW2488WSSDLL, WAVEWORKS, 24DX48W,	8.00	169.00000	1352.00
---------------------------------------	------	-----------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 15
--	--	---------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty EACH	Unit Price	Net Price
	SURFACE, RECTANGULAR, TFL F VPB G1C X X X STD PB			
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			1352.00

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

024	WW3066WSSDLL, WAVEWORKS, 30DX66W, SURFACE, RECTANGULAR, TFL M VPB G1LR X X X STD PB	8.00 EACH	269.00000	2152.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			2152.00

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 16
--	--	---------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
025	NAC76719TBRA, ACCESSORIES, 76 1/8WX19 1/2 H,TACKBOARD, RAILROAD B 25406	8.00 EACH	356.50000	2852.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			2852.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
026	NAC1922CD, ACCESSORIES, PLASTIC CENTER DRAWER	11.00 EACH	46.50000	511.50
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			511.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 17
--	--	---------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

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

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

027 NAC31TLL, ACCESSORIES, 31W LED TASK LIGHT, LINEAR, SINGLES/STARTER UNIT	2.00 EACH	249.00000	498.00
---	--------------	-----------	--------

1 2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			498.00
---	--	--	--------

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

028 NAC31TLLA, ACCESSORIES, 31W LED	6.00	241.00000	1446.00
-------------------------------------	------	-----------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 18
--	--	---------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			1446.00
Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602				
029	NAC17TLLA, ACCESSORIES, 17W LED TASK LIGHT, ADD ON	8.00 EACH	167.50000	1340.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			1340.00
Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602				

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 19
--	--	---------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
030	NAC1922CD, ACCESSORIES, PLASTIC CENTER DRAWER	1.00 EACH	46.50000	46.50
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			46.50
Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602				
031	WW3672DLFLL1, WAVEWORKS, 36DX72W, DESK, LEFT, BBF, TFL VSM 6PL G11PLR KS1S STD SM SM SM	1.00 EACH	1033.00000	1033.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			1033.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 20
--	--	---------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

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

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

032 WW2448BEFLL, WAVEWORKS, 24DX48W, BRIDGE, TFL VSM G11PLC STD SM SM	1.00 EACH	287.00000	287.00
1 2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			287.00

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

033 WW2472CRFLL2, WAVEWORKS, 24DX72W, CREDENZA, RIGHT, PED, FILE/FILE,	1.00 EACH	906.50000	906.50
--	--------------	-----------	--------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 21
--	--	---------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
1	TFL VSM 6PL G11PLL KS1S STD SM SM SM 2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			906.50

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

034	WW2460CRFLL2, WAVEWORKS, 24DX60W, CREDENZA, RIGHT, PED, FILE/FILE, TFL VSM 6PL G1L KS1S STD SM SM SM	1.00 EACH	848.50000	848.50
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			848.50

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 22
--	--	---------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

035	WW2436LFF2LL, WAVEWORKS, 24DX36W, LATERAL, FILE, TWO DRAWER, TFL VSM 6PL KS1S STD SM SM SM	1.00 EACH	729.00000	729.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			729.00

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

036	WW42RDL, WAVEWORKS, 42DIA, CONFERENCE TOP, ROUND, HPL VSM X STD SM	1.00 EACH	674.00000	674.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			674.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 23
--	--	---------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
037	CBV3428P4BP, CONFERENCE, 34WX28H, BASE, 4 PRONG X 462 462	1.00 EACH	288.00000	288.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			288.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
038	NCCB001, CASEGOODS, LOCK CORE WITH KEY, BLACK, NO 001	32.00 EACH	11.00000	352.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 24
--	--	---------

Vendor KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			352.00

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

039 NCCB001S, CASEGOODS, LOCK CORE WITH KEY, SILVER, NO 001	4.00 EACH	22.00000	88.00
--	--------------	----------	-------

1 2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.			88.00
---	--	--	-------

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
---	---

Page 25

Vendor
 KIMBALL INTERNATIONAL MARKETING INC
 1600 ROYAL STREET

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

JASPER, IN 47549

MOBILE, AL 36602
 KEVIN.LEVY@CITYOFMOBILE.ORG

Tel#800-482-1616
 Fax 812-634-4770

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN Description / Account	Qty	Unit Price	Net Price
040 NCCBMK, CASEGOODS, LOCK CORE, STYLE B, MASTER KEY	1.00 EACH	11.00000	11.00

1 2000.80.00.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS.	11.00
---	-------

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Requisition Link

Requisition Total 44774.50

***** Project Ledger Summary Section *****

Account E C0499 .OPERSUPPLS.	Amount 44774.50	Remaining Budget 209348.56
--	---------------------------	--------------------------------------

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

Account 2000.80.00.0000.0000.0000.0000.44020.	Amount 44774.50	Remaining Budget
---	---------------------------	-------------------------

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013530-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
---	---

Page 26

Vendor
 KIMBALL INTERNATIONAL MARKETING INC
 1600 ROYAL STREET

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

JASPER, IN 47549

MOBILE, AL 36602
 KEVIN.LEVY@CITYOFMOBILE.ORG

Tel#800-482-1616
 Fax 812-634-4770

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Activity Date Clerk	Comment		
Approved	08/05/22 RODNEY GREELEY	R.G.		
Approved	08/05/22 PHILIP MCCRARY	Auto approved by: 910510512		
Approved	08/05/22 WILLIAM JACKSON	Auto approved by: 910510512		
Approved	08/05/22 PAUL PRINE	Auto approved by: 910510512		
Approved	08/05/22 WILLIAM REED	Auto approved by: 910510512		
Approved	08/08/22 BRENDA RHODES			
Approved	08/08/22 TIFFANY HOLLINS	Auto approved by: 910511034		
Approved	08/08/22 RELYA MALLORY	Auto approved by: 910511034		
Approved	09/06/22 DONNA MICHELE STANLEY	Auto approved by: 9105fo1a		
Approved	09/06/22 DONALD ROSE	Auto approved by: 9105fo1a		
Approved	09/06/22 SANDRA LEWIS	Auto approved by: 9105fo1a		
Approved	09/06/22 JOHN PAINE	Auto approved by: 9105fo1a		
Approved	09/06/22 ANNE FOLEY			

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract Kimball Furniture MA Amendment #1	Type Master Agreement
Supplier Kimball International Brands, Inc.	Contract Code MA220000002897-1
Linked Solicitation Furniture: Office, Tables, Educational	Sourcing Number SRC0000002513

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Butler	kerri.butler@purchasing.alabama.gov	3343530303

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
National	Kimball	KIIGOV@KimballInternational.com	8004821600

1 Result(s)

Contract Scope

Organizations
State of
Alabama

Contract Validity

Start Date 3/30/2022	End Date 2/28/2027
--------------------------------	------------------------------

Documents

Items

Item Name	Product Code	UOM
-----------	--------------	-----

Item Name	Product Code		UOM
Desks: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 2- Desks	0.00	Each
Tables: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 3- Tables	0.00	Each
Seating: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 1- Seating	0.00	Each
Healthcare: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 6- Healthcare	0.00	Each
Educational: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 5- Educational	0.00	Each
Modular/Systems: Dock Delivery 52% Inside Delivery 0% Installation 48%	Line 7- Modular/Systems	0.00	Each
Bookcases/Storage: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 4- Bookcases/Storage	0.00	Each
Metal File Cabinets: Dock Delivery 52% Inside Delivery 0% Installation 48%	Line 8- Metal File Cabinets	0.00	Each



AGENDA ITEM SUMMARY SHEET

Agenda of:9/13/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to TPM Inc for annual subscription renewals and upgrades for Bluebeam collaborative plan-review software.
General fund.

Amount of Contract:

\$21,858.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220906 TPM Agenda Package POs	Cover Memo	9/7/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	9/8/2022 - 3:08 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>10588</u>	2022	(5000) INFORMATION TECHNOLOGY	ANNUAL SUBSCRIPTION RENEWALS AND UPGRADES FOR BLUEBEAM COLLABORATIVE PLAN-REVIEW SOFTWARE (SEALED BID 5717)	\$21,858.00	<u>(297982) TPM INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010588-00 FY 2022 PO 22013618 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 1
--	--	--------

Vendor TPM INC P O BOX 6705 GREENVILLE, SC 29606 Tel#864-679-3039 Fax 874-271-5004	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	1297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

THIS IS FOR A RENEWAL AND UPGRADE OF EXISTING LICENSES UNDER TYLER.

001	PER BID #5717 AND YOUR QUOTE. Bluebeam Renewal Studio Prime Level 1 (up to 100 users), Annual Subscription, Cloud SRL#1509496	1.00 EACH	2050.00000	2050.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC.			2050.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

002	Bluebeam Revu Standard Renewal Maintenance (1-49 devices), Annual Subscription SRL#9844225	4.00 EACH	89.00000	356.00
-----	--	--------------	----------	--------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010588-00 FY 2022 PO 22013618 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 2
--	--	--------

Vendor TPM INC P O BOX 6705 GREENVILLE, SC 29606 Tel#864-679-3039 Fax 874-271-5004	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC.			356.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

003 Bluebeam Revu Renewal Enterprise Licensing, Annual Subscription	4.00 EACH	9.00000	36.00
--	--------------	---------	-------

1 2000.80.00.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC.			36.00
---	--	--	-------

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010588-00 FY 2022 PO 22013618 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 3
--	--	--------

Vendor TPM INC P O BOX 6705 GREENVILLE, SC 29606 Tel#864-679-3039 Fax 874-271-5004	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	651 CHURCH STREET MOBILE, AL 36602			
004	Bluebeam Revu eXtreme Renewal Maintenance (1-49 devices), Annual Subscription SRL1722464	1.00 EACH	130.00000	130.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC.			130.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
005	Bluebeam Revu eXtreme Renewal Maintenance (1-49 devices), Annual Subscription(13 Month Proration) SRL#1590222	5.00 EACH	130.00000	650.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC.			650.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010588-00 FY 2022 PO 22013618 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 4
--	--	--------

Vendor TPM INC P O BOX 6705 GREENVILLE, SC 29606 Tel#864-679-3039 Fax 874-271-5004	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	1297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
006	Bluebeam Revu extreme Upgrade, Perpetual License SRL#1330701	27.00 EACH	350.00000	9450.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC.			9450.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010588-00 FY 2022 PO 22013618 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fo1a Status: Converted	Page 5
--	--	--------

Vendor TPM INC P O BOX 6705 GREENVILLE, SC 29606 Tel#864-679-3039 Fax 874-271-5004	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
007	Bluebeam Revu extreme Renewal Maintenance (1-49 devices), Annual Subscription(13 Month Proration) SRL#1330701	27.00 EACH	130.00000	3510.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC.			3510.00
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
008	Bluebeam Revu extreme Upgrade, Perpetual License SRL#1486596	3.00 EACH	350.00000	1050.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC.			1050.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010588-00 FY 2022 PO 22013618 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 6
--	--	--------

Vendor TPM INC P O BOX 6705 GREENVILLE, SC 29606 Tel#864-679-3039 Fax 874-271-5004	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	1297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
009	Bluebeam Revu extreme Renewal Maintenance (1-49 devices), Annual Subscription(13 Month Proration) SRL#1486596	3.00 EACH	130.00000	390.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC.			390.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010588-00 FY 2022 PO 22013618 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fo1a Status: Converted	Page 7
--	--	--------

Vendor TPM INC P O BOX 6705 GREENVILLE, SC 29606 Tel#864-679-3039 Fax 874-271-5004	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
010	Bluebeam Revu eXtreme Upgrade, Perpetual License SRL#1488757	1.00 EACH	350.00000	350.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC.			350.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
011	Bluebeam Revu eXtreme Renewal Maintenance (1-49 devices), Annual Subscription(13 Month Proration) SRL#1488757	1.00 EACH	130.00000	130.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC.			130.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010588-00 FY 2022 PO 22013618 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 8
--	--	--------

Vendor TPM INC P O BOX 6705 GREENVILLE, SC 29606 Tel#864-679-3039 Fax 874-271-5004	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	1297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
012	Bluebeam Revu extreme Upgrade, Perpetual License SRL#1354343	7.00 EACH	350.00000	2450.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC.			2450.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010588-00 FY 2022 PO 22013618 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 9
--	--	--------

Vendor TPM INC P O BOX 6705 GREENVILLE, SC 29606 Tel#864-679-3039 Fax 874-271-5004	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
013	Bluebeam Revu extreme Renewal Maintenance (1-49 devices), Annual Subscription(13 Month Proration) SRL#1354343	7.00 EACH	130.00000	910.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC.			910.00
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
014	Bluebeam Revu New Enterprise Licensing, Annual Subscription(13 Month Proration)	44.00 EACH	9.00000	396.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC.			396.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010588-00 FY 2022 PO 22013618 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 10
--	--	---------

Vendor TPM INC P O BOX 6705 GREENVILLE, SC 29606 Tel#864-679-3039 Fax 874-271-5004	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	297982	06/03/22			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 21858.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0392 .PROFTECHNC.	21858.00	41513.73

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42200.	21858.00	767230.40
CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
CCancelled	09/01/22	ANNE FOLEY	GL Allocation, GL Allocation,
Approved	06/02/22	MARK PEARSON	Auto approved by: 91057606
Approved	06/02/22	SCOTT KEARNEY	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010588-00 FY 2022 PO 22013618 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 11
---	--	---------

Vendor TPM INC P O BOX 6705 GREENVILLE, SC 29606 Tel#864-679-3039 Fax 874-271-5004	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
Approved	06/02/22 MARK PEARSON	Auto approved by:	91057606	
Approved	06/02/22 SCOTT KEARNEY			
Approved	09/01/22 MARK PEARSON	Auto approved by:	91057606	
Approved	09/01/22 SCOTT KEARNEY			
Approved	09/01/22 MARK PEARSON	Auto approved by:	91057606	
Approved	09/01/22 SCOTT KEARNEY			
Approved	06/03/22 BRENDA RHODES	Auto approved by:	910514227	
Approved	06/03/22 TIFFANY HOLLINS			
Approved	06/03/22 RELYA MALLORY	Auto approved by:	910514227	
Approved	09/01/22 BRENDA RHODES			
Approved	09/01/22 TIFFANY HOLLINS	Auto approved by:	910511034	
Approved	09/01/22 RELYA MALLORY	Auto approved by:	910511034	
Unknown	06/23/22 SANDRA LEWIS			
Approved	09/01/22 DONNA MICHELE STANLEY	Auto approved by:	910516727	
Approved	09/01/22 DONALD ROSE	Approved by:	9105fola	
Approved	09/01/22 SANDRA LEWIS	Auto approved by:	910516727	
Approved	09/01/22 JOHN PAINE	Auto approved by:	910516727	
Approved	09/01/22 MICHAEL SPAFFORD	Auto approved by:	910516727	

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5717

COMPUTER SOFTWARE

APPLIED SOFTWARE	N/R
CADD MICROSYSTEMS	\$22,934.50
CDW GOVERNMENT	N/R
ECAD, INC	N/R
TOPCON SOLUTIONS STORE	\$25,467.63
TPM INC	\$21,858.00
US CAD	N/R

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) 208-7434Purchasing Department
and Package Delivery:Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING

Typed by: en Buyer: 003

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

DATE 08/08/2022	BID NO. 5717	DEPARTMENT MIT	Commodities to be delivered F.O.B. Mobile to: 651 CHURCH STREET
--------------------	-----------------	-------------------	--

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, Wednesday, August 17, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	COMPUTER SOFTWARE The City of Mobile requests bids for Bluebeam Renewal and Consolidation software products and upgrades as listed below. No substitutions will be accepted. List your price for each item. Additional items may be purchased during the year. Item 1: Renewal + Consolidate: Bluebeam Studio Prime Serial number: 1509496 Bluebeam Renewal Studio Prime Level 1 (up to 100 users) Annual Subscription, Cloud Price \$ _____ Item 2: Bluebeam Revu 20 Standard Serial Number: 9844225 Bluebeam Revu Standard Renewal Maintenance (1-49 devices) Annual Subscription Price \$ _____ Item 3: Bluebeam Revu Renewal Enterprise Licensing, Annual Subscription Price \$ _____ Item 4: Bluebeam Revu 20 eXtreme Serial Number: 1722464 Bluebeam Revu eXtreme Renewal Maintenance (1-49 devices) Annual Subscription Price \$ _____					
Qty 1						
4						
4						
1						
Page 1 of 4			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to ~~reject~~ any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do **not** include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder **make** every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors **are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.** See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

Page_____ of _____

705

Page_____ of _____

706

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 4 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. For further information contact: purchasing@cityofmobile.org. If using express delivery (i.e. FedEx, UPS, DHL, etc), request FIRST DELIVERY. Your bid must be received and stamped by the City of Mobile Purchasing office not later than 12:00 Noon, Wednesday, August 17, 2022. Email submissions are NOT acceptable.					
			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.



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:9/13/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Ozark Materials LLC for thermoplastic roadway marking materials for Traffic Engineering.
General fund.

Amount of Contract:

\$17,133.22

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220908 Ozark Agenda Package POs	Cover Memo	9/8/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	9/8/2022 - 3:12 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>10246</u>	2022	(2060) TRAFFIC ENGINEERING	THERMOPLASTIC ROADWAY MARKING MATERIALS FOR TRAFFIC ENGINEERING (SEALED BID 5720)	\$17,133.22	<u>(295499) OZARK MATERIALS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010246-00 FY 2022 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
--	--	--------

Vendor OZARK MATERIALS, LLC 591 GLENDALE AVE GREENVILLE, AL 36037 Tel#334-371-2308	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/22	295499				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE AND MY BID 5720 MARKING THERMOPLASTIC, WHITE, CLASS 2, AS PER STATE OF ALABAMA SPECIFICATIONS, IN 50 LB. BAGS. AS PER MY BID 5720 AND YOUR QUOTE. Additional Description Notes ----- FORTY (40)- 50 LB BAGS TO A PALLET FOR EACH TON Vendor Item Inventory Item/Loc 7746	4.00 TON	1490.41000	5961.64
1	1000.40.20.3005.2060.3005.0000.0000.44020.			5961.64

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 ALEXONDRIA NIXON

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010246-00 FY 2022 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
--	--	--------

Vendor OZARK MATERIALS, LLC 591 GLENDALE AVE GREENVILLE, AL 36037 Tel#334-371-2308	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/22	295499				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
002 MARKING THERMOPLASTIC, YELLOW CLASS 2, AS PER STATE OF ALABAMA SPECIFICATIONS, IN 50 LB. BAGS. AS PER MY BID 5720 AND YOUR QUOTE. Additional Description Notes	2.00 TON	1333.29000	2666.58

FORTY (40)- 50 LB BAGS TO A PALLET FOR EACH TON
 Vendor Item
 Inventory Item/Loc 7747

1 1000.40.20.3005.2060.3005.0000.0000.44020.	2666.58
--	---------

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 ALEXONDRIA NIXON

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

003 MARKING, THERMOPLASTIC, PREFORM 5" X 3" BLUE, 125 MIL, AS PER STATE OF ALABAMA SPECIFICATION FOR THERMOPLASTIC 20/PACK. AS PER MY	10.00 PACK	92.70000	927.00
--	---------------	----------	--------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010246-00 FY 2022 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 3
--	--	--------

Vendor OZARK MATERIALS, LLC 591 GLENDALE AVE GREENVILLE, AL 36037 Tel#334-371-2308	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/22	295499				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	BID 5720 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 18262			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			927.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	MARKING, THERMOPLASTIC, PREFORM 5" X 3" RED, 125 MIL, AS PER STATE OF ALABAMA SPECIFICATION FOR THERMOPLASTIC 20/PACK. AS PER MY BID 5720 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 18263	10.00 PACKAGE	92.70000	927.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			927.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010246-00 FY 2022 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 4
--	--	--------

Vendor OZARK MATERIALS, LLC 591 GLENDALE AVE GREENVILLE, AL 36037 Tel#334-371-2308	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/22	295499				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
005	MARKING, THERMOPLASTIC, PREFORM 40" X 40" WHITE ON BLUE HANDICAP SYMBOL, 125 MIL, AS PER STATE OF ALABAMA SPECIFICATION FOR THERMOPLASTIC 2/PACK. AS PER MY BID 5720 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 18264	10.00 PACKAGE	157.50000	1575.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1575.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010246-00 FY 2022 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 5
--	--	--------

Vendor OZARK MATERIALS, LLC 591 GLENDALE AVE GREENVILLE, AL 36037 Tel#334-371-2308	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/22	295499				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
006	MARKING, THERMOPLASTIC, PREFORM 9'10" X 3'3" STRAIGHT ARROW STANDARD WHITE, 125 MIL, AS PER STATE OF ALABAMA SPECIFICATION FOR THERMOPLASTIC 2/PACK. AS PER MY BID 5720 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 18265	10.00 PACKAGE	166.05000	1660.50
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1660.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010246-00 FY 2022 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 6
--	--	--------

Vendor OZARK MATERIALS, LLC 591 GLENDALE AVE GREENVILLE, AL 36037 Tel#334-371-2308	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/22	295499				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
007	MARKING, THERMOPLASTIC, PREFORM 20' X 8', RAILROAD MARKING RXR, INCLUDES 20' X AND 2-6'6" R, WHITE, 125MIL, AS PER STATE OF ALABAMA SPECIFICATION FOR THERMOPLASTIC 1/PACK. AS PER MY BID 5720 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 18266	10.00 PACKAGE	341.55000	3415.50
1	1000.40.20.3005.2060.3005.0000.0000.44020.			3415.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010246-00 FY 2022 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 7
--	--	--------

Vendor OZARK MATERIALS, LLC 591 GLENDALE AVE GREENVILLE, AL 36037 Tel#334-371-2308	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/22	295499				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	17133.22
-------------------	----------

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	17133.22	6066.20
TRAFFIC ENGINEERING EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Cancelled	09/02/22	SANDRA LEWIS	GL Allocation, GL Allocation, need functionable specs
Rejected	07/22/22	SANDRA LEWIS	Auto approved by: 910518227
Approved	09/07/22	DONNA MICHELE STANLEY	Auto approved by: 910518227
Approved	09/07/22	DONALD ROSE	Auto approved by: 910518227
Approved	09/07/22	SANDRA LEWIS	Auto approved by: 910518227
Approved	09/07/22	JOHN PAINE	Auto approved by: 910518227
Approved	09/07/22	MICHAEL SPAFFORD	Auto approved by: 910518227

BID TABULATION FOR BID #5720

THERMOPLASTIC MARKING MATERIALS

VENDORS		OZARK MATERIALS LLC	CROWN USA, INCORPORATED	ENNIS-FLINT, INC	SWARCO INDUSTRIES LLC	TRANTEX TRANSPORTATION PRODUCTS OF TEXAS, INC
Line	Items					
1	MARKING THERMOPLASTIC WHITE CLASS 2, 50LB BAGS	\$ 1,490.41	\$ 1,730.00	\$ 1,850.00	\$ 1,950.00	\$ 2,155.00
2	MARKING THERMOPLASTIC YELLOW, CLASS 2, 50LB BAGS	\$ 1,333.29	\$ 1,680.00	\$ 1,800.00	\$ 1,950.00	\$ 2,110.00
3	MARKING COMPOUND, THERMOPLASTIC PREFORM 5"X3' BLUE, 125 MIL 20/PACK	\$ 92.70	\$ 50.66	\$ 85.73	\$ 85.00	\$ 81.85
4	MARKING COMPOUND THERMOPLASTIC 5"X3' RED 125 MIL 20/PACK	\$ 92.70	\$ 91.16	\$ 85.73	\$ 85.00	\$ 88.40
5	MARKING COMPOUND, THERMOPLASTIC PREFORM 40" X 40" WHITE ON BLUE HANDICAP SYMBOL 125 MIL 2/PACK	\$ 157.50	\$ 108.84	\$ 217.65	\$ 159.77	\$ 163.70
6	MARKING COMPOUND, THERMOPLASTIC PREFORM 9'10" X 3'3" STRAIGHT ARROW STANDARD WHITE, 125MIL 2/PACK	\$ 166.05	\$ 111.09	\$ 151.88	\$ 154.43	\$ 190.45
7	MARKING COMPOUND THERMOPLASTIC PREFORM 20' X 8' RAILROAD MARKING R X R INCLUDES 20' X AND 2 - 6'6" R WHITE 125 MIL 1/PACK	\$ 341.55	\$ 182.70	\$ 241.38	\$ 270.60	\$ 304.50
	TOTAL	\$ 3,674.20	\$ 3,954.45	\$ 4,432.37	\$ 4,654.80	\$ 5,093.90

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: en Buyer: 005

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

DATE 08/16/2022	BID NO. 5720	DEPARTMENT Traffic Engineering	Commodities to be delivered F.O.B. Mobile to: To Be Specified
--------------------	-----------------	-----------------------------------	--

This bid must be received and stamped by the Purchasing office not later than:

12:00 P.M., Friday, September 02, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1-5 Tons	THERMOPLASTIC MARKING MATERIAL					
	MARKING THERMOPLASTIC, WHITE, CLASS 2, AS PER STATE OF ALABAMA SPECIFICATIONS, IN 50 LB. BAGS					
	Make_____Per Ton_____					
Appx 1-5 Tons	MARKING THERMOPLASTIC, YELLOW CLASS 2, AS PER STATE OF ALABAMA SPECIFICATIONS, IN 50 LB. BAGS					
	Make_____Per Ton_____					
Appx 1-20 Packs	MARKING COMPOUND, THERMOPLASTIC PREFORM, 5" X 3', BLUE, 125 MIL, PER STATE OF ALABAMA SPECIFICATION FOR THERMOPLASTIC, 20/PACK					
	Make_____Per Pack_____					
Appx 1-20 Packs	MARKING COMPOUND, THERMOPLASTIC PREFORM, 5" X 3', RED, 125 MIL, PER STATE OF ALABAMA SPECIFICATION FOR THERMOPLASTIC, 20/PACK					
	Make_____Per Pack_____					
Page 1 of 3			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
 Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3					
Appx 1-20 Packs	MARKING COMPOUND, THERMOPLASTIC PREFORM, 40" X 40", WHITE ON BLUE HANDICAP SYMBOL, 125 MIL, PER STATE OF ALABAMA SPECIFICATION FOR THERMOPLASTIC, 2/PACK Make _____ Per Pack _____					
Appx 1-20 Packs	MARKING COMPOUND, THERMOPLASTIC PREFORM, 9'10" X 3'3", STRAIGHT ARROW STANDARD WHITE, 125 MIL, PER STATE OF ALABAMA SPECIFICATION FOR THERMOPLASTIC, 2/PACK Make _____ Per Pack _____					
Appx 1-20 Packs	MARKING COMPOUND, THERMOPLASTIC PREFORM, 20' X 8', RAILROAD MARKING R X R, INCLUDES 20' X AND 2-6'6" R, WHITE, 125 MIL, PER STATE OF ALABAMA SPECIFICATION FOR THERMOPLASTIC, 1/PACK Make _____ Per Pack _____					
	Vendor may be asked to provide sample of product after the closing of the bid. Pricing to be firm for a six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor(s), the award of this bid may be extended for five (5) additional six (6) month periods. All items must meet requirements as per the attached specifications. Literature and Specifications are required with bid.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 Quote delivered pricing FOB Destination. 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 Preference Law 41-16-50 (a) and (d) will apply to this purchase. Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. VENDOR MUST HAVE CONTACT INFORMATION WITH THIS BID TO BE AWARDED ALL OR NONE.					
			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 completed order.

CITY OF MOBILE
SPECIFICATIONS FOR THERMOPLASTIC MARKING MATERIAL
August 2022

I. General.

These specifications are intended to describe the minimum requirements for thermoplastic marking material, Class 2 and Preformed, as described below.

II. Class 2 Thermoplastic.

Thermoplastic shall be alkyd based materials. Manufacturers of Class 2 Thermoplastic shall participate in ALDOT-420, "Acceptance Program for Traffic Marking Materials" or equivalent state DOT material acceptance program.

Reflective glass beads shall be mixed into the thermoplastic as a part of the manufacturing process. The intermixed glass beads shall be either 50 % Type 1 and 50 % Type 3 beads or 50% Type 1, 37.5 % Type 3, and 12.5 % 3M "Reflective Elements". The pigment, glass beads and filler shall be well dispersed in the resin. The composition of Class 2 thermoplastic material shall be in accordance with the following.

COMPOSITION OF CLASS 2 THERMOPLASTIC (% BY WEIGHT)				
COMPOSITION	VALUE FOR WHITE	VALUE FOR YELLOW (Lead Free)	VALUE FOR YELLOW (Leaded)	TEST METHOD
Binder	20.0% minimum	20.0% minimum	20.0% minimum	AASHTO T 250
White Pigment TiO ₂ , Type II Rutile	10.0% minimum	-	1.5% minimum	ASTM D 476
Glass Beads (Intermixed)	40.0% minimum	40.0% minimum	40.0% minimum	AASHTO T 250
Yellow Pigment, Lead Chromate	-	N/A	5.0% minimum *	AASHTO T 250
Yellow Pigment, Organic Pigment Yellow 83	-	% minimum per manufacturer **	N/A	-
Calcium Carbonate and Inert Filler (-200 mesh sieve)	20.0% minimum	20.0% minimum	20.0% minimum	ASTM D 1199
* Note: For yellow leaded thermoplastic markings the pigment shall be silica encapsulated lead chromate yellow, containing a minimum of 42 % lead. ** Note: For yellow lead free markings the pigment shall be an organic pigment yellow 83. The lead free yellow thermoplastic material shall contain no more than 100 ppm of lead, cadmium, or hexavalent chromium.				

The physical requirements for the thermoplastic shall be in accordance with the following.

PHYSICAL REQUIREMENTS OF CLASS 2 THERMOPLASTIC (% BY WEIGHT)			
PROPERTY	MAXIMUM	MINIMUM	TEST METHOD
Water Absorption	0.5%	-	ASTM D 570
Softening Point	-	195 °F	ASTM D 36
Low Temperature Stress Resistance	-	Pass	AASHTO T 250
Specific Gravity	2.3	1.9	ASTM D 792
Indentation Resistance	75	40	ASTM D 2240* Shore Durometer, A2
Impact Resistance	-	1.0 N-m	ASTM D 256, Method A
Flash Point	-	475 °F	ASTM D 92
*The durometer and panel shall be at 110 °F with a 4.4 lb load applied. Instrument measurement shall be taken after 15 seconds.			

(a) WHITE THERMOPLASTIC

White Class 2 Thermoplastic shall be in granular form and bagged for use in a premelter machine. Bag shall be designed to melt with the material and not impact the color requirements. Each 50 pound bag shall be palleted for a total of 40 bags and sold by the ton.

(b) YELLOW THERMOPLASTIC

Yellow Class 2 Thermoplastic shall be in granular form and bagged for use in a premelter machine. Bag shall be designed to melt with the material and not impact the color requirements. Each 50 pound bag shall be palleted for a total of 40 bags and sold by the ton.

III. Preformed Thermoplastic.

Preformed Thermoplastic shall be alkyd based materials. Manufacturers of Class 2 Preformed Thermoplastic shall participate in ALDOT-420, "Acceptance Program for Traffic Marking Materials" or equivalent state DOT material acceptance program.

Preformed Thermoplastic shall consist of high quality materials, pigments and glass beads or other reflective material uniformly distributed throughout their cross-sectional area, with a reflective layer of spheres or other reflective material embedded in the top surface. Preformed Thermoplastic shall conform to all physical and composition requirements of Class 2 Thermoplastic with the exception that Preformed Thermoplastic shall contain 30% intermix glass beads.

All preformed traffic markings and legends shall be a minimum uniform thickness of 0.125 inches.

(a) BLUE LINE MARKING

Blue Line Marking shall be 5 inches wide and 3 feet in length, packaged with 20 pieces per pack.

(b) RED LINE MARKING

Red Line Marking shall be 5 inches wide and 3 feet in length, packaged with 20 pieces per pack.

(c) HANDICAP MARKING

Handicap Marking shall be 40 inches wide and 40 inches in length. Each unit shall be a solid blue square with a standard white handicap symbol incorporated with the blue for equal overall thickness. Unit may come in pieces to be arranged for final placement by the City, provided two complete units are included per pack.

(d) STRAIGHT ARROW MARKING

Straight Arrow shall be 3.2 feet wide and 9.5 feet in length. Each unit shall be white in color and adhere to ALDOT Index 70302 for all other dimensions. Unit may come in pieces to be arranged for final placement by the City, provided two complete units are included per pack.

(e) RAILROAD MARKING

Railroad Marking shall be complete with one "X" and two "R". Crossing "X" shall be 8 feet wide and 20 feet in length. Legend "R"s shall be 6 feet in length. All markings and legends shall be white in color and adhere to ALDOT Index 73507 for any other dimensions or design requirement. Unit may come in pieces to be arranged for final placement by the City, provided one complete unit is included per pack.



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:9/13/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Safety Zone Holdings for four Wanco WLTT compact diesel towable LED light towers for MPD.
General fund.

Amount of Contract:

\$52,778.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220908 Safety Agenda Package POs	Cover Memo	9/8/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	9/8/2022 - 3:12 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>7698</u>	2022	(1530) POLICE ADMIN SERVICES	FOUR WANCO WLTT COMPACT DIESEL TOWABLE LIGHT TOWERS FOR MPD (SEALED BID 5690)	\$52,778.00	<u>(297995) SAFETY ZONE HOLDINGS, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007698-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 9105neej Status: Released	Page 1
--	--	--------

Vendor
 SAFETY ZONE HOLDINGS, INC
 PO BOX 90764

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

LAKELAND, FL 33804
 USA
 Tel#863-816-3402
 Fax 863-816-3437

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/21/22	297995				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
001 TRAILER LIGHT TOWER AS FOLLOWS:	4.00	13194.50000	52778.00
	EACH		

Additional Description Notes

VENDOR TO PROVIDE WANCO WLTT-2MK6K LIGHTTOWER.

NOTE TO SHIPPER, THERE IS NO UNLOADING RAMP AT 745 SOUTH BROAD STREET.

AS PER MY BID #5690 AND YOUR QUOTE

Vendor Item

Inventory Item/Loc 13435

1 2000.80.00.0000.0000.0000.0000.47020.
 E E0034 .EQUIPUND5K.

52778.00

Ship To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604

Deliver To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total

52778.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007698-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 9105neej Status: Released	Page 2
--	--	--------

Vendor
SAFETY ZONE HOLDINGS, INC
PO BOX 90764

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

LAKELAND, FL 33804
USA
Tel#863-816-3402
Fax 863-816-3437

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/21/22	1297995				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	E E0034 .EQUIPUND5K.		52778.00	547690.77

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47020.	52778.00	6066.20
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (LESS THAN \$5000)		

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

Activity	Date	Clerk	Comment
Cancelled	09/07/22	JOHN PAINE	GL Allocation changed
Approved	03/28/22	RODNEY GREELEY	RG
Approved	03/28/22	PHILIP MCCRARY	Auto approved by: 910510512
Approved	03/28/22	WILLIAM JACKSON	Auto approved by: 910510512
Approved	03/28/22	PAUL PRINE	Auto approved by: 910510512
Approved	03/28/22	WILLIAM REED	Auto approved by: 910510512
Approved	03/28/22	BRENDA RHODES	
Approved	03/28/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/28/22	RELYA MALLORY	Auto approved by: 910511034
Unknown	09/07/22	JOHN PAINE	
Queued	09/07/22	RODNEY GREELEY	
Queued	09/07/22	JOSEPH KENNEDY	
Queued	09/07/22	PHILIP MCCRARY	
Queued	09/07/22	WILLIAM JACKSON	
Queued	09/07/22	PAUL PRINE	
Queued	09/07/22	WILLIAM REED	
Pending		BRENDA RHODES	
Pending		TIFFANY HOLLINS	
Pending		RELYA MALLORY	

BID # 5690 TAB - TRAILER MOUNTED LIGHT TOWER						
*COWIN	H&E EQUIPMENT SVCS	*MASSETT SUPPLY CO INC	RAMSAY-BLIESE CORP	SAFETY ZONE HOLDINGS	TECHNOLOGY INTERNATIONAL LLC	
MAKE/MODEL	MAKE/MODEL	MAKE/MODEL	MAKE/MODEL	MAKE/MODEL	MAKE/MODEL	
N/B	Make: GENERAC Model: MLT6KDS	N/B	Make: GENERAC Model: MLT6SKDS	Make : WANCO Model : WLTT-4MK6K	Make – ENERGY SYSTEMS SE Model – MLT6SMDS	
TOTALS	\$14,234.17		\$13,735.00	\$13,194.50	\$16,400.00	
*N/B - NO BID						

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: sd Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
06/03/2022	5690	VARIOUS	MOTOR POOL

This bid must be received and stamped by the Purchasing office not later than:

12:01 P.M., Friday, June 24, 2022

QUANTITY		ARTICLES	UNIT PRICE		EXTENSION		
			UNIT	Dollars	Cents	Dollars	Cents
QTY 2-4		TRAILER MOUNTED LIGHT TOWER Trailer Mounted Light Tower with Power Plant as per the following minimum specifications and attached: 23' Foot Steel Mast 4 LED Light Modules 3.5 kw Gas Engine Genie Model RL- 4 Gas or Equal Make _____ Model _____ Provide Literature and Specifications on product bid. Upon award, the City will purchase a minimum of one (1) Trailer Mounted Light Tower. Units shall be delivered FOB Mobile. Units shall be delivered ready to operate. Vendor shall provide training in set up, operation and maintenance of units delivered. Training shall be no less than one (1) hour in length. City of Mobile Business License required. Page 1 of 2					
				TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

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. Pricing shall be held firm for a period of six (6) months. At the option of the successful bidder and the City of Mobile, the awarded bid may be extended for up to five (5) additional six (6) month periods. To be awarded ALL or NONE.					
			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 completed order.

LIGHT TOWER SPECIFICATIONS

Genie MOD RL-4 LED Gas or Equal

Tower Height: 23.4 ft | 7.13 m

359 degree mast rotation

Self braking manual winch

60 cycle

Generator Size: 3.5 kW Inverter | 3.5 kW Inverter

Lamps: LED Modules 4 x 230 W | LED Modules 4 x 230 W

Equipped with four (4) LED light panels, boasting 50,000 hour service life

Approximately 80 hours of run time before refueling

Remote start with no warm-up time needed to get to work quickly

Hand operated jacks at trailer tongue and rear of trailer for stabilization

Fold up tongue for transport

Two inch ball

High water temperature and low auto engine shutdown

Fuel Capacity: 17.5 gal | 66.2 L

6.5 hp Champion gas engine

One T/L receptacle 30A/240V

Lockable battery disconnect

13 inch wheels

DOT approved run stop and running light



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:9/13/2022

Submitted by:

Lawrence Battiste, Ex Dir Public Safety

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One year professional services contract with Davis South Barnette & Patrick, LLC, to provide Public Safety recruiting digital marketing services.
General fund.

Amount of Contract:

NTE \$200,000.00

Funding Source

Project #

Project String 10041532 42010

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220907 Agenda Package Davis South	Cover Memo	9/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	9/8/2022 - 12:53 PM
Legal	Kern, Chris	Approved	9/8/2022 - 1:58 PM
Legal	Kern, Chris	Approved	9/8/2022 - 1:58 PM
Mayors Office	Montgomery, Brandi	Approved	9/8/2022 - 3:08 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:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a professional services contract, by and between the City of Mobile and Davis South Barnette & Patrick, LLC, to provide Public Safety Recruiting Digital Marketing Services, for one year, in an amount not to exceed \$200,000.00, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



City of Mobile

Public Safety Recruiting Digital Marketing Services

AGREEMENT

This Services Contract (sometimes hereinafter "Agreement") made and entered into this _____ day of _____, 20____, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Davis South Barnette & Patrick, LLC (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in providing digital marketing and design services, 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 digital marketing and design services as described below and in the attached **Exhibit A, Statement of Work**. To the extent that the terms of **Exhibit A** are inconsistent with those in this Agreement, the terms contained this Agreement shall control.*

*B. The Executive Director, Public Safety, 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**. The total value of services to be performed and invoiced under this contract is not to exceed \$200,000.00. City will not order and Vendor will not perform additional service except by supplemental purchase order or contract amendment. City and Contractor will agree upon an invoicing and payment schedule consistent with Contractor's performance timeline as approved by the City. City will not be liable for interest attorney's fees, or collection costs regarding any payments.*

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for a one-year period.

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. All designs, logos, artwork, graphics, or creative content created specifically for this contract, excepting those already owned, registered, or copyrighted by Contractor, 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, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. 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. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect professional liability insurance, in a minimum amount of \$500,000.00 per occurrence, 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: 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.

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

*Executive Director, Public Safety
City of Mobile
205 Government St
Mobile, Alabama 36602*

*And to Contractor at:
Davis South Barnette & Patrick LLC
2 South Water Street
Mobile, Alabama 36602*

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.

Davis South Barnette & Patrick, LLC, Contractor

BY: [Signature]

Date: 8-30-22

Its President / Partner (Title)

ACKNOWLEDGEMENT

The State of Alabama }
Mobile County}

I, Melissa M. Nixon, a Notary Public, in and for said County in said State, hereby certify that Dan Davis whose name as President of the DSBP, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 30th day of August, 2022

[Signature]
(Seal)

Notary Public



CITY OF MOBILE, A Municipal Corporation

BY: _____
Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

Exhibit: A Statement of Work
B Contractor Insurance

Exhibit A. Statement of Work



July 7, 2022

Candace Cooksey
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

Candace:

Per our recent conversation, the partners of Davis South Barnette & Patrick are submitting this letter of engagement to assist you and your in-house team with digital advertising for law enforcement recruitment. For the 2022-2023 recruitment year, our recommendation is 3 separate campaign flights to fall in line with the 3 different recruiting classes throughout the academic fiscal year. The media cost will be split three ways evenly with a 60/40 split for the lateral and new recruit campaigns. Breakdown for each target:

New Recruits:

Have **not** been through the academy and will still need to get the *A-Post Certification*.

Lateral Recruits:

Likely already have *A-Post Certification*, especially if they are coming from the state of Alabama – or can obtain certification faster and easier than new recruits.

Strategies/Implementation

Geofencing

DSBP will use Geofencing locally around precincts in our general area (Mobile Police Department) as well as in surrounding comparable markets, i.e. New Orleans, LA, Tuscaloosa, AL, Birmingham, AL and Jackson, Mississippi to capture lateral transfers.

Our plan includes generally targeting 12-13 precincts (Thomasville, Baldwin County, Escambia County, New Orleans, Montgomery, Birmingham, and other surrounding areas) and to monitor each precinct to determine if one market is receiving better traction than another. We will also focus on geofencing Community Colleges, Trade Schools, Job Fairs etc.

Site Retargeting/ Search Retargeting

DSBP will work with the City to place pixels on the appropriate web site or web pages for tracking purposes. This will allow us to message applicants that have interacted with our page(s) to ensure the candidate remains engaged and interested in the job opportunity.

Event Fences

Targeting events like The Annual Gun Show, The Deep-Sea Fishing Rodeo & The Boat Show, gives us a greater likelihood that our ads will be placed in front of recruits that have a vested interest in working for law enforcement.

Paid Search

DSBP's digital team will utilize specific keywords to go after our target recruits and those who have essentially "raised their hands" and shown interest by actively searching for a job in this industry. (i.e. those interested in cyber security, athletes, law enforcement, former military, etc.)

YouTube PreRoll

DSBP will work with your inhouse video production team to produce assets that will target applicants in spaces like YouTube. We will be able to target our pre-roll campaign to users that are job seekers, have interest in criminal law, former military, etc. Video continues to have high engagement metrics and allows the user to experience an emotional connection with the advertisement. The more emotionally engaged the user is with this recruitment ad, the more likely they are to take action.

Facebook/Instagram

Similar to display, we will use the social platform to target specific DMA'S to recruit men and women who could match detailed keywords such as "Police Academy", "Enforcement Officer" "Recruiting Coordinator" etc. We also tend to see a natural spread of recruitment information, as people feel they are "helping" users find job placement and are able to spread the budget much further by utilizing those "free" user engagements. If available, a great use of recruiting data would be a Custom Audience and Lookalike Audience to specifically target those who have recently or previously applied to the Academy.

FB/Insta Geo's: Mobile-Pensacola DMA, Birmingham, AL; New Orleans, LA; Jackson, Mississippi.

Overall Digital Advertising Budget:	\$200,000
-------------------------------------	-----------

Paid Advertising Budget Breakdown

• Display	\$109,800
• PPC/YouTube	\$ 27,450
• Social Media	\$ 45,750
• Contingency Fees (paid media)	<u>\$ 7,000</u>
Total media:	\$190,000

**Agency Fees (digital consulting/account management/reporting
copywriting/graphic design/art direction)**

• 66 hours @ \$140 per billable hour	<u>\$ 9,240</u>
Total fees:	\$ 9,240

Standard Disclaimer

DSBP will work seamlessly with the City's inhouse creative team – utilizing existing resources, creative, copy, photography and video. If and when applicable, all hard costs (including but not limited to photography – both custom and stock, radio and television production, traditional media, printing, postage and fulfillment, etc. will be billed at cost plus 15%. Digital media will be billed at cost plus 20-25%. As outlined above, DSB&P will use a blended billing rate of \$140 per billable hour.

Client agrees to pay all DSB&P invoices upon receipt. In the case of any dispute with an invoice, Client agrees to notify DSB&P within 10 (ten) days of receipt of the invoice that there is a dispute and work to reach resolution of the problem. If an invoice is not paid within 30 (thirty) days, DSB&P will charge from the date of the invoice interest at the rate of 1.5% per month on overdue balances. In the event of any breach of any term of this Agreement by Client, or if DSB&P turns over any past due invoices for collection, Client agrees to pay all expenses, including reasonable attorney fees, and all cost of collection, regardless whether the same is collected or secured by suit or otherwise.

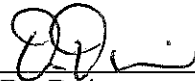
DSB&P will be paid for all authorized work up to the effective date of termination and for all advertising appearing or having closing dates before said termination date.

All work and material of any kind, including without limitation, all ideas, plans, advertising materials or special materials submitted or developed by DSB&P for Client during the term of this Agreement and paid for by Client, including all copyright therein, is and shall be the property of Client.

Upon approval of this letter of engagement, Davis South Barnette & Patrick (DSB&P) will develop a formal timeline. Weekly conference calls will also be implemented to ensure consistent communication.

We look forward to working with you and your team.

Regards,



Don Davis
Davis South Barnette & Patrick

Candace Cooksey
City of Mobile

Exhibit B. Contractor Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 COASTAL INSURANCE GROUP, LLC 3660 DAUPHIN ST STE A MOBILE, AL 36608	CONTACT NAME: KURT WIELKENS		
	PHONE (A/C, No, Ext): 251-344-9898	FAX (A/C, No): 251-344-5885	
	E-MAIL ADDRESS: kurt@coastalinsgrp.com		
	PRODUCER CUSTOMER ID #:		
INSURED DAVIS SOUTH BARNETTE & PATRICK, LLC PO BOX 325 MOBILE, AL 36601	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : ACCREDITED SURETY AND CASUALTY		26379
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			1ABPAL05132582600	08/30/2022	08/30/2023	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY	☐ Y	☐				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 5000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ EXCL
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	☐ HIRED AUTOS							\$
	☐ NON-OWNED AUTOS							\$
								\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N					WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	☐ N/A					E.L. EACH ACCIDENT	\$
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
EXECUTIVE DIRECTOR, PUBLIC SAFETY CITY OF MOBILE IS LISTED AS AN ADDITIONAL INSURED

CERTIFICATE HOLDER**CANCELLATION**

EXECUTIVE DIRECTOR, PUBLIC SAFETY CITY OF MOBILE 205 GOVERNMENT ST MOBILE AL 36602	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 KURT E WIELKENS <i>Kurt Wielkens</i>
---	---

© 1988- 2009 ACORD CORPORATION. All rights reserved.