AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, August 16, 2022, 10:30 AM

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

   Rev. Byron Daniel, Mt. Zion Primitive Baptist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   August 9, 2022
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Mary Slay Knight for a waiver of the Noise Ordinance at 618 Belsaw Avenue on September 3 & 4, 2022, from 12:00 p.m. - 10:00 p.m. (District 2).

   Request of Rapahope Children's Retreat Foundation for a waiver of the Noise Ordinance at Mardi Gras Park on November 24, 2022, from 6:30 a.m. - 10:00 a.m. (District 2).

   Request of Tamichael Mayhane for a waiver of the Noise Ordinance at 1678 Darwood Drive on August 20, 2022, from 5:00 p.m. - 10:00 p.m. (District 4).

   Request of Johnnie Robinson for a waiver of the Noise Ordinance at 4791 Lesure Road on October 14 & 15, 2022, from 6:00 p.m. - 2:00 a.m. (District 4).

   Request of Gloria Sullivan for a waiver of the Noise Ordinance at 82 Burtonwood Drive on September 3, 2022, from 1:00 p.m. - 10:00 p.m. (District 7).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Jada McElroy - Objects to a package store opening at 2551 Halls Mill Road.

Reggie Hill - Request amendment to Chapter 2; City Code, use of newly identified ARP funds, request for consideration of performance contracts, violence prevention.

11. ORDINANCES HELD OVER

64-040 Rezone property located at the southeast corner of Cottage Hill Road and Sollie Road from B-2 and B-1 to B-2 (sponsored by Councilmember Jones).

64-041 Rezone property located at 2100 N. University Boulevard from R-1 to B-2 (sponsored by Councilmember Penn).

12. RESOLUTIONS HELD OVER

08-675 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-676 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-677 Approve purchase order to Classic Paint & Body, Inc. for damage repair for ladder fire truck; $19,982.81 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-678 Approve purchase order to ProtecVideo, LLC for annual software license renewals for MPD surveillance cams; $35,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-679 Approve purchase order to Kone, Inc. for elevator repairs at the Convention Center; $178,149.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-680 Authorize contract for medical director services for MFRD; $150,000.00 (sponsored by Mayor Stimpson) (submitted by Chief Lami, MFRD).

21-681 Authorize change order with C. Thornton, Inc. for Hillsdale Ditch; increase of $56,738.14 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

13. CONSENT RESOLUTIONS BEING INTRODUCED

31-684 Authorize grant application to the National Oceanic and Atmospheric

Administration (NOAA) for FY 2022 Marine Debris Removal; $3,000,000.00 (NO LOCAL MATCH) (sponsored by Mayor Stimpson) (submitted by Casi Calloway, Resilience Officer).

37-685 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Knucklebones Elixir Company; 202 Government Street (sponsored by Councilmember Carroll).

37-686 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class II (Package Store) License to Liquors of Theodore; 5701 Hwy 90 West (sponsored by Councilmember Reynolds).

37-687 Recommend approval to the ABC Board for issuance of a Restaurant Retaild Liquor License to Osaka Japanese Steakhouse; 3827 Airport Boulevard (sponsored by Councilmember Daves).

58-688 Declare weeds noxious, Group 1631.

60-689 Determine an appropriation to Booker T. Washington Middle School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-690 Determine an appropriation to The United Way of Southwest Alabama serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-691 Approve award of special bonus to the Firefighters of the Month; Hebert (June) and Payne (July) (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

60-692 Approve award of special bonus to the Officer of the Month; Miles (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

14. RESOLUTIONS BEING INTRODUCED

08-693 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-694 Approve purchase order to Gulf Coast Truck & Equipment Co., Inc. for mobile charging station for electric garbage truck; $39,465.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-695 Approve purchase order to Thompson Tractor Co., Inc. for emergency generator for Fire Station #16; $54,750.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-696 Approve purchase order to UAV/Survey LLC for annual renewal of software for MPD Cyber; $42,800.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-697 Approve purchase order to GT Distributors of Georgia, Inc. for ballistic helmets and headsets for Police Admin. Services; $29,942.85 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-698 Approve purchase order to North American Fire Equipment Co., Inc. for rescue equipment kit for MFRD; $23,716.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-699 Approve purchase order to Precision Delta Corp. for ammunition for MPD; $47,700.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-700 Approve purchase order to Global Industries, Inc. for office furniture for MPD; $27,807.32 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-701 Authorize contract with Aeiker Construction Corporation for synthetic turf at Matthews Park; $1,627,757.05 (sponsored by Councilmembers Reynolds & Daves and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

15. CALL FOR PUBLIC HEARINGS

41-702 Call for public hearing to consider approval of a Certificate of Public Convenience and Necessity to Drop Off Transit to operate a shuttle service (scheduled for August 30, 20220).

41-703 Call for public hearing to rezone property located at 915 and 907 Hillcrest Road from B-2 to B-3 (District 6) (scheduled for September 13, 2022).

16. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

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	8/10/2022 - 11:29 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

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	8/10/2022 - 10:43 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Knight	Cover Memo	8/11/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/11/2022 - 2:11 PM

CITY CLERK DEPARTMENT
2022 AUG -8 AM 8:21

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: Mary Slay Knight
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-301-2120

Organization (if applicable) N/A

Mailing Address of Applicant 618 Belsaw Ave, Mobile, AL 36603

Telephone No. Same as above E-mail address marykright500@gmail.com

Location or address of event where amplification will be used:
Above Address

Date of Event: 9/3/22 & 9/4/22 Starting Time: 12 noon Ending Time 10:00 pm

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

Type of Event: Repast Celebration

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Rapahope	Cover Memo	8/11/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/11/2022 - 2:17 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Melissa McNichol @ Rapahope Children's Retreat Foundation
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-476-9880 (o) Cell Number: 251-454-2047

Organization (if applicable) _____

Mailing Address of Applicant P.O. Box 1427, Mobile, AL 36633

Telephone No. 251-476-9880 E-mail address melissa@rapahope.org

Location or address of event where amplification will be used:
Mardi Gras Park, 163 Government St., Mobile, AL 36602

Date of Event: 11/24-2022 Starting Time: 6:30am Ending Time 10:00am
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: 5k Charity run

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2022 AUG -9 PM 1:04

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Mayhane	Cover Memo	8/4/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/4/2022 - 10:51 AM

CITY CLERK DEPARTMENT

2022 JUL 32 AM 9:22

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: TaMichael Mayhane
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251)442-8180

Organization (if applicable) N/A

Mailing Address of Applicant 1678 Darwood DR Mobile, AL 36605

Telephone No. (251)442-8180 E-mail address tamichaelmayhane@gmail.com

Location or address of event where amplification will be used:
1678 Darwood DR, Mobile, AL 36605

Date of Event: Aug 20, 2022 Starting Time: 5:00pm Ending Time 10:00pm

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

Type of Event: party

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Reynolds

Funding Source

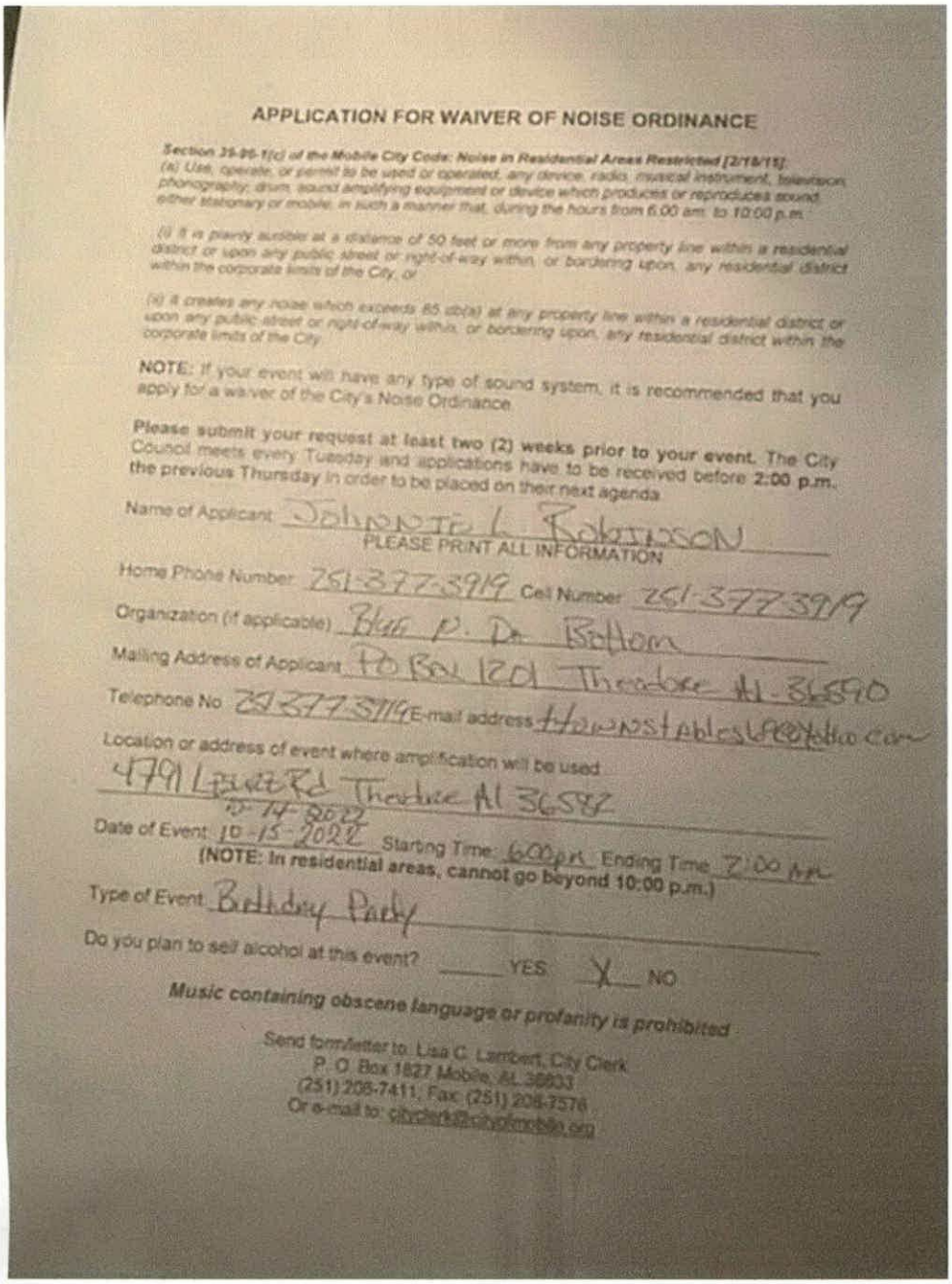
Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Robinson	Cover Memo	8/11/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/11/2022 - 2:19 PM



APPLICATION FOR WAIVER OF NOISE ORDINANCE

CITY CLERK DEPARTMENT

2022 AUG 10 AM 11:07

Section 39-95-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/15/11].
(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: Johnnie L Robinson
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-377-3919 Cell Number: 251-377-3919

Organization (if applicable): Blue P. Dr Bottom

Mailing Address of Applicant: PO Box 1201 Theodore AL 36590

Telephone No: 251-377-3919 E-mail address: Hawnstables1@yahoo.com

Location or address of event where amplification will be used:
4791 Lauder Rd Theodore AL 36582
8-14-2022

Date of Event: 10-15-2022 Starting Time: 6:00pm Ending Time: 7:00 PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Birthday Party

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Sullivan	Cover Memo	8/11/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/11/2022 - 2:21 PM

CITY CLERK DEPARTMENT

2022 AUG 10 AM 11:59

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: Gloria Sullivan

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251 610 7292 Cell Number: 2515540665

Organization (if applicable) _____

Mailing Address of Applicant 82 Burtonwood Dr Mobile, AL 36608

Telephone No. 251-610-7292 E-mail address Michellj72@gmail.com

Location or address of event where amplification will be used:
82 Burtonwood Dr. Mobile, AL 36608

Date of Event: Sept. 3, 2022 Starting Time: 1pm Ending Time 10pm

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

Type of Event: Family Cookout

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
McElroy	Cover Memo	8/11/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/11/2022 - 2:25 PM

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Jada McElroy Date: 8-5-22

Address: 2368 Nortons Ln.

Phone: (251)473-1676 Email

Date to Address City Council: 8-16-22

Subject (must be completed): objects to a package store opening at 2551 Mall's mill Rd.

Specific Questions:

Signature: by phone

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	8/11/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/11/2022 - 2:23 PM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, August 11, 2022 9:42 AM
To: Gauthier, Lana
Subject: 8/16/22 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Good morning! I hope that all is well. This is a formal request to be added to the 8/16 Agenda. I will be addressing the following matters:

* Request for Amendment to Chapter 2 of the Mobile Municipal Code
* Use of newly identified ARP funds
* Request for Consideration of Performance Contracts (FY23)
* Senseless Violence Prevention.

Thank you for your attention to this matter, and for your continued commitment towards ensuring that the concerns of the Public are met and taken care of! Have an awesome weekend.

Kindest Regards,

Reggie

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

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	8/4/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/4/2022 - 11:20 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 Southeast corner of Cottage Hill Road and Sollie Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted July 19, 2022, a public hearing will be held on the 9th day of August, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at the southeast corner of Cottage Hill Road and Sollie Road, from B-2, Neighborhood Business District, and B-1, Buffer Business District, to B-2, Neighborhood Business District.

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

Lisa C. Lambert
City Clerk

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

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

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

BEGINNING AT A POINT BEING USED AS THE NORTHWEST CORNER OF LOT 3 OF THE "CORRECTED PLAT OF THE COLONNADES" AS RECORDED IN MAP BOOK 112, PAGE 61, IN MOBILE COUNTY RECORDS; THENCE RUN S 86°14'40" W 49.58' TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SOLLIE ROAD; THENCE RUN ALONG THE EASTERLY RIGHT-OF-WAY N 03°27'50" W 60.31' TO A POINT; THENCE RUN S 86°46'59" W 45.97' TO A POINT;THENCE RUN N 05°42'51" W 44.94';THENCE RUN N 09°25'25" W 198.41' TO A POINT;THENCE RUN N 02°38'19" W 66.49' TO A POINT;THENCE RUN N 38°12'39" E 55.43' TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COTTAGE HILL ROAD;THENCE RUN ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF COTTAGE HILL ROAD N 82°17'03" E 160.27' TO A POINT;THENCE RUN S 00°48'41" W 40.42' TO A POINT;THENCE RUN N 82°17'03" E 120.00' TO A POINT;THENCE RUN S 00°48'41" W 391.09' TO A POINT; THENCE RUN S 86°14'40" W 167.23' TO THE POINT OF BEGINNING; ALL BEING A TOTAL AREA OF 2.603 ACRES MORE OR LESS AND LOCATED IN SECTION 5, TOWNSHIP-5-SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA.

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 9th day of August, 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 22nd day of July, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **Southeast corner of Cottage Hill Road and Sollie Road.**

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

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

AN ORDINANCE **2022**

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

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

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

BEGINNING AT A POINT BEING USED AS THE NORTHWEST CORNER OF LOT 3 OF THE "CORRECTED PLAT OF THE COLONNADES" AS RECORDED IN MAP BOOK 112, PAGE 61, IN MOBILE COUNTY RECORDS; THENCE RUN S 86°14'40" W 49.58' TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SOLLIE ROAD; THENCE RUN ALONG THE EASTERLY RIGHT-OF-WAY N 03°27'50" W 60.31' TO A POINT; THENCE RUN S 86°46'59" W 45.97' TO A POINT;THENCE RUN N 05°42'51" W 44.94';THENCE RUN N 09°25'25" W 198.41' TO A POINT;THENCE RUN N 02°38'19" W 66.49' TO A POINT;THENCE RUN N 38°12'39" E 55.43' TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COTTAGE HILL ROAD;THENCE RUN ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF COTTAGE HILL ROAD N 82°17'03" E 160.27' TO A POINT;THENCE RUN S 00°48'41" W 40.42' TO A POINT;THENCE RUN N 82°17'03" E 120.00' TO A POINT;THENCE RUN S 00°48'41" W 391.09' TO A POINT; THENCE RUN S 86°14'40" W 167.23' TO THE POINT OF BEGINNING; ALL BEING A TOTAL AREA OF 2.603 ACRES MORE OR LESS AND LOCATED IN SECTION 5, TOWNSHIP-5-SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **B-2, Neighborhood Business District and B-1, Buffer Business District, to B-2, Neighborhood Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-2, Neighborhood Business District** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use

allowed in a **B-2, Neighborhood Business District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; 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

WaWa, Inc
Southeast corner of Cottage Hill Road and Sollie Road
Council District 6
Scott Jones

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 5, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of June 16, 2022 considered the request of **WaWa, Inc** for a change in zoning from **B-2, Neighborhood Business District and B-1, Buffer Business District, to B-2, Neighborhood Business District** for the property located at the **Southeast corner of Cottage Hill Road and Sollie Road.**

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 RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

KIMLEY-HORN AND ASSOCIATES, INC
2615 CENTENNIAL BOULEVARD
SUITE 102
TALLAHASSEE, FL 32308

2373

DATE June 30, 2022

11-24/1210

PAY TO THE ORDER OF City of Mobile

$ 313.25

Three hundred and thirteen 25/00 DOLLARS

WELLS FARGO Wells Fargo Bank, N.A.

MEMO Rezoning Application

⑈002373⑈ ⑆121000248⑆ 2090001772099⑈

SUPERIOR PRESS • 888-590-7998 • 1784075 • IB

SECURED THERMOSECURED THERMOSECURED THERMOSECURED THERMOSECURED

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 17, 2022

Jeff Brittain
Kimley-Horn and Associates, Inc.
11 N Water Street
Unit 10290
Mobile, Alabama 36602

Re: **Southeast corner of Cottage Hill Road and Sollie Road**
Council District 6
ZON-002035-2022 (Rezoning)
WaWa, Inc.
Rezoning from B-2, Neighborhood Business District and B-1, Buffer Business District, to B-2, Neighborhood Business District.

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

At its meeting on June 16, 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. **the subdivision of land into building sites makes reclassification of the land necessary and desirable**

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

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

The advertising fee for this application is $313.25. 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: Marie York
Marie York, Principal Planner

MOBILE CITY PLANNING COMMISSION

JUNE 6, 2022

PUBLIC HEARING NOTICE

Re: **Southeast corner of Cottage Hill Road and Sollie Road**
Council District 6
ZON-002035-2022 (Rezoning)
WaWa, Inc.
Rezoning from B-2, Neighborhood Business District and B-1, Buffer Business District, to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 16, 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 and B-1, Buffer Business District, to B-2, Neighborhood Business District however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, June 15, 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

JUNE 6, 2022

PUBLIC HEARING NOTICE

Re: **Southeast corner of Cottage Hill Road and Sollie Road**
Council District 6
ZON-002035-2022 (Rezoning)
WaWa, Inc.
Rezoning from B-2, Neighborhood Business District and B-1, Buffer Business District, to B-2, Neighborhood Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 16, 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 and B-1, Buffer Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, June 15, 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.

City of Mobile · Planning & Zoning

Planning Commission Application

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

APPLICATION TYPE AND FEES

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

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

$100+(($0.58+$1.00)*30)+$1.00 = $148.40

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

Ryan Keidel, Real Estate Project Engineer — Name

Ryan.Keidel@wawa.com — Email

7516 Riverview Drive, Bradenton, FL 34209 — Full Address (Street, City, State, Zip)

407-718-9607 — 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.

Pilot Davis Family Limited Partnership — Name

_____ — Name (other owners, optional)

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

Cottage Hill Road (no address established) — Property Address

R023303053000002 (portion), R023303053000003, R023303053000004 — Parcel Number

6.7 +/- acres (original Rezoning only included a portion of PID# 3303053000002) — Property Area (acres or square feet)

B-2 Neighborhood Business District — Present Zoning

same; only modifying conditions — 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.

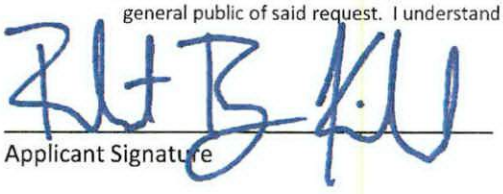


Applicant Signature

04/19/2022
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

04/19/2022
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.

Kimley»Horn

Wawa – Cottage Hill
Mobile, AL
Revised May 24, 2022

PLAN CONSISTENCY STATEMENT
MAP FOR MOBILE: FRAMEWORK FOR GROWTH

Parcel Numbers:
023303053000003, 023303053000004, 3303052000072, 3303053000002, 3303052000071

The applicant is requesting a Rezoning to amend the Zoning Map, and to Modify Rezoning Conditions of Approval. The purpose of the requests is to develop a 2.5 +/-acre parcel for the construction of a Wawa neighborhood-scale convenience store and gas station of 6,119 SF with 8 fueling stations. The development is proposed at the Southeast corner of Sollie Road, a major collector and Cottage Hill Road, a minor arterial and designated suburban corridor.

The 2.5+/- acre parcel is part of a larger 13.5+/- acre property owned by the Pilot Davis Family Limited Partnership. Approximately 6.7+/- acres of the overall property was rezoned in 2004 from R-1 (Single-Family Residential) and R-3 (Multi-family Residential) to the B-2 (Neighborhood Business) zoning district per City Ordinance 1494. The remaining 6.8+/- acres of the property to the east is within the B-1 zoning district and requires a rezoning to the B-2 zoning district to avoid split zoning over one parcel. It is important to note this portion of the property is not the subject of the current development proposal but requires the rezoning to ensure consistency.

B-2 districts are composed of land and structures occupied by, or suitable for, furnishing the retail goods and daily household needs of the surrounding residential neighborhoods as they are typically small and within convenient walking distance of most of the areas they will serve. The B-2 district allows for convenience stores, with or without gasoline pumps, by right and without any other use restrictions.

The property is designated within the Future Land Use Plan as "Mixed Commercial Corridor (MCC)," which 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 and acknowledges existing commercial development spread along the City's transportation corridors. The area is already built with several commercial businesses, including a CVS directly across Sollie Road and a Shell gas station directly across

Cottage Hill Road. A larger lot single-family neighborhood borders the property to the south currently constructed with six homes, only of two of which border the subject property.

This will be the first Wawa in Mobile, AL and will serve the Mayor's goal to attract new businesses to the City in order to promote economic growth and stability. Wawa's key commitment to "Fulfulling Lives, Every Day" is providing a sense of place in the communities they serve by always having open, bright, clean, warm and welcoming stores that serve as a trusted "town square" playing a meaningful role in the community. This fits within the City's built environment goals for businesses to place more focus on people to create more desirable, higher quality-of-life places and increase neighborhood-scale retail adjacent to residential areas.

The building treatments meet the intent of the City's design policies and built environment goals to enhance and contribute to surroundings and neighborhoods by providing façade treatments that break up the mass of the building with color and material changes, large spans of window glassing at the front of the store, recesses that add depth and shadows, and varying roof pitches that harmonize with the neighboring single-family homes. The architectural standards of this development are consistent with the intent of the MMC FLU in encouraging and raising the design quality of the area and improving streetscapes, accessibility, and connectivity along the corridor.

Kimley»Horn

Wawa – Cottage Hill
Mobile, AL
Revised May 24, 2022

Rezoning and
Request for Modification to Rezoning Conditions of Approval
(Ordinance 1494)

Parcel Numbers:
023303053000003, 023303053000004, 3303052000072, 3303053000002, 3303052000071

The applicant is requesting a Rezoning to amend the Zoning Map, and to Modify Rezoning Conditions of Approval. The purpose of the requests is to develop a 2.5 +/-acre parcel for the construction of a Wawa neighborhood-scale convenience store and gas station of 6,119 SF with 8 fueling stations. The development is proposed at the Southeast corner of Sollie Road, a major collector and Cottage Hill Road, a minor arterial and designated suburban corridor.

The 2.5+/- acre parcel is part of a larger 13.5+/- acre property owned by the Pilot Davis Family Limited Partnership. Approximately 6.7+/- acres of the overall property was rezoned in 2004 from R-1 (Single-Family Residential) and R-3 (Multi-family Residential) to the B-2 (Neighborhood Business) zoning district per City Ordinance 1494. The remaining 6.8+/- acres of the property to the east is within the B-1 zoning district and requires a rezoning to the B-2 zoning district to avoid split zoning over one parcel. It is important to note this portion of the property is not the subject of the current development proposal but requires the rezoning to ensure consistency.

At the time of the rezoning for the first 6.7+/- acres, it was anticipated that the property would be developed with a commercial shopping center/office space. This development did not commence. The conditions that were approved as part of the 2004 zoning approval are no longer functional for the proposed development.

Rezoning Ordinance 1494 set forth the following conditions of approval:

1. Dedication of sufficient right-of-way along Sollie Road to provide a minimum of 50-feet from centerline;
2. Dedication of an appropriate radius at the intersection of Cottage Hill and Sollie Road, to be coordinated with the Engineering Department and Traffic Engineering;

3. Limited to two curb cuts to Sollie Road and two curb cuts to Cottage Hill (one of which is to be shared with the lot adjacent to the East);
4. **Provision of a 6' wood privacy fence along the South property line and a 15' buffer strip to remain in its natural undisturbed state;**
5. Developer to obtain all necessary federal, state and local approvals prior to the issuance of any permits;
6. Submission of an Administrative PUD prior to the issuance of any permits.

The condition of approval that the applicant is requesting to modify is Condition #4, which requires the provision for a 6' wood privacy fence along the South property line and a 15' buffer strip to remain in its natural undisturbed state. The Southern property, also previously owned by Pilot Davis Family Limited Partnership, was also rezoned and developed as a 17-lot single-family residential neighborhood (The Colonnades) in 2006. The Colonnades neighborhood, knowing that commercial uses were now allowed to the north, constructed a 10-foot-tall masonry wall around the entire subdivision which completely separates the neighborhood from the subject property. In addition, as a part of the Colonnades plat, a 60-foot-wide drainage easement straddles the subject property and the Colonnades property. Further east of the southern boundary of the subject property are wetlands. Further west on the southern end of the property and in the right-of-way of Sollie Road is an existing concrete headwall and a storm drainage pipe that traverses under the roadway. Existing drainage patterns on the subject property go through the middle of the site. As the proposed development will require extensive site grading, drainage is now logically being provided in the existing drainage easement at the southern property boundary and will connect to the headwall and storm pipe draining under Sollie Road.

In order to create this new drainage pattern, the southern end of the property has to be graded and pipes installed which means that existing vegetation has to be removed. Therefore, the prior condition that any future development on the property provide a "6' wood privacy fence along the South property line and 15' buffer strip to remain in its natural undisturbed state" is not feasible.

The development is proposing a landscape buffer directly south of the parking area on the north side of the drainage area, so that plantings do not impact the drainage easement or compromise drainage pipes. The applicant is proposing to replant larger caliper trees than typically required in this area to maximize opacity. The location of the landscape buffer also creates a better shield of car headlights when cars park on this end of the parking lot. It should be noted that only two single-family homes border the subject property and area considerable distance away from the development, are separated by a 10-foot masonry wall and have maintained natural buffers to the rear of the properties on the home sites.

Additionally, the requirement for a 6-foot wood privacy fence along the South property line is also not feasible in the drainage easement and would not serve its intended function to buffer the commercial development from the single-family development because of the site slopes which fall from the NW corner of the development to the South. Additionally, as mentioned previously, the Colonnade subdivision constructed at 10-foot masonry wall in this area already so to erect a 6-foot wooden fence on the backside of this would in effect be useless and would not be aesthetically pleasing.

The applicant believes the enhanced plantings and location proposed better serve the intent of the fence and landscape buffer requirements previously conditioned in Ordinance 1494 by buffering the parking lot and car lights from the neighboring properties.

City of Mobile · Planning & Zoning

Planning Commission Application

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

APPLICATION TYPE AND FEES

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

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

$100+(($0.58+$1.00)*30)+$1.00 = $148.40

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

Ryan Keidel, Real Estate Project Engineer
Name

Ryan.Keidel@wawa.com
Email

7516 Riverview Drive, Bradenton, FL 34209
Full Address (Street, City, State, Zip)

407-718-9607
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.

Pilot Davis Family Limited Partnership
Name

Name (other owners, optional)

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

Cottage Hill Road (no address established)
Property Address

023303053000003, 023303053000004, 3303052000072, 3303053000002, 3303052000071
Parcel Number

13.5 +/- acres
Property Area (acres or square feet)

Parcels -0004, -0003, and a portion of -0002 are currently zoned B-2 (Neighborhood Business). Parcel -0072, -0071 and the other portion of -0002 are currently zoned B-1 (Buffer Business).
Present Zoning

B-2 Neighborhood Business District; Parcels -0004, -0003 and a portion of -0002 are modifying conditions from a previous rezoning. The remainder of Parcel -0002 & Parcels -0071 and -0072 require the zoning change to B-2 to eliminate split zoning across the parcels.
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

04/19/2022
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

04/19/2022
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.

Kimley»Horn

Wawa Mobile Project
Parcel Numbers: R023303053000003 and R023303053000004

PLAN CONSISTENCY STATEMENT
MAP FOR MOBILE: FRAMEWORK FOR GROWTH

The proposed development is for the construction of a neighborhood-scale Wawa convenience store and gas station of 6,119 SF with 8 fueling stations. The development is proposed on a 2.53-acre parcel of land located at the Southeast corner of Sollie Road, a major collector and Cottage Hill Road, a minor arterial and designated suburban corridor. The parcel is at the edge of the Mobile municipal city limits and was rezoned in 2004 from R-1 (Single-Family Residential) and R-3 (Multi-family Residential) to the B-2 (Neighborhood Business) zoning district per City Ordinance 1494.

B-2 districts are composed of land and structures occupied by, or suitable for, furnishing the retail goods and daily household needs of the surrounding residential neighborhoods as they are typically small and within convenient walking distance of most of the areas they will serve. The B-2 district allows for convenience stores, with or without gasoline pumps, by right and without any other use restrictions.

The property is designated within the Future Land Use Plan as "Mixed Commercial Corridor (MCC)," which 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 and acknowledges existing commercial development spread along the City's transportation corridors. The area is already built with several commercial businesses, including a CVS directly across Sollie Road and a Shell gas station directly across Cottage Hill Road. A larger lot single-family neighborhood borders the property to the south currently constructed with six homes, only of two of which border the subject property.

This will be the first Wawa in Mobile, AL and will serve the Mayor's goal to attract new businesses to the City in order to promote economic growth and stability. Wawa's key commitment to "Fulfulling Lives, Every Day" is providing a sense of place in the communities they serve by always having open, bright, clean, warm and welcoming stores that serve as a trusted "town square" playing a meaningful role in the community. This fits within the City's built environment goals for businesses to place more focus on people to create more desirable, higher quality-of-life places and increase neighborhood-scale retail adjacent to residential areas.

The building treatments meet the intent of the City's design policies and built environment goals to enhance and contribute to surroundings and neighborhoods by providing façade treatments that break up the mass of the building with color and material changes, large spans of window glassing at the front of the store, recesses that add depth and shadows, and varying roof pitches that harmonize with the neighboring single-family homes. The architectural standards of this development are consistent with the intent of the MMC FLU in encouraging and raising the design quality of the area and improving streetscapes, accessibility, and connectivity along the corridor.

Kimley»Horn

Wawa Mobile Project
Parcel Numbers: R023303053000003 and R023303053000004

Request for Modification to Rezoning Conditions of Approval (Ordinance 1494)

The subject property is a 2.53-acre portion of a larger 6.7-acre property which was rezoned in 2004 from R-1 (Single-Family Residential) and R-3 (Multi-family Residential) to the B-2 (Neighborhood Business) zoning district per City Ordinance 1494. At the time of the rezoning, it was anticipated that the entire 6.7 acres would be developed with a commercial shopping center/office space. This development of the property obviously never occurred.

The proposed development is for the construction of a Wawa neighborhood-scale convenience store and gas station of 6,119 SF with 8 fueling stations. The development is proposed at the Southeast corner of Sollie Road, a major collector and Cottage Hill Road, a minor arterial and designated suburban corridor.

The rezoning Ordinance set forth the following conditions of approval:

1. Dedication of sufficient right-of-way along Sollie Road to provide a minimum of 50-feet from centerline;
2. Dedication of an appropriate radius at the intersection of Cottage Hill and Sollie Road, to be coordinated with the Engineering Department and Traffic Engineering;
3. Limited to two curb cuts to Sollie Road and two curb cuts to Cottage Hill (one of which is to be shared with the lot adjacent to the East);
4. **Provision of a 6' wood privacy fence along the South property line and a 15' buffer strip to remain in its natural undisturbed state;**
5. Developer to obtain all necessary federal, state and local approvals prior to the issuance of any permits;
6. Submission of an Administrative PUD prior to the issuance of any permits.

The condition of approval that the applicant is requesting to modify is Condition #4, which requires the provision for a 6' wood privacy fence along the South property line and a 15' buffer strip to remain in its natural undisturbed state. The Southern property, also previously owned by Pilot Davis Family Limited Partnership, was also rezoned and developed as a 17-lot single-family residential neighborhood (The Colonnades) in 2006. The Colonnades neighborhood, knowing that commercial uses were now allowed to the north, constructed a

10-foot-tall masonry wall around the entire subdivision which completely separates the neighborhood from the subject property. In addition, as a part of the Colonnades plat, a 60-foot-wide drainage easement straddles the subject property and the Colonnades property. Further east of the southern boundary of the subject property are wetlands. Further west on the southern end of the property and in the right-of-way of Sollie Road is an existing concrete headwall and a storm drainage pipe that traverses under the roadway. Existing drainage patterns on the subject property go through the middle of the site. As the proposed development will require extensive site grading, drainage is now logically being provided in the existing drainage easement at the southern property boundary and will connect to the headwall and storm pipe draining under Sollie Road.

In order to create this new drainage pattern, the southern end of the property has to be graded and pipes installed which means that existing vegetation has to be removed. Therefore, the prior condition that any future development on the property provide a "6' wood privacy fence along the South property line and 15' buffer strip to remain in its natural undisturbed state" is not feasible.

The development is proposing a landscape buffer directly south of the parking area on the north side of the drainage area, so that plantings do not impact the drainage easement or compromise drainage pipes. The applicant is proposing to replant larger caliper trees than typically required in this area to maximize opacity. The location of the landscape buffer also creates a better shield of car headlights when cars park on this end of the parking lot. It should be noted that only two single-family homes border the subject property and area considerable distance away from the development, are separated by a 10-foot masonry wall and have maintained natural buffers to the rear of the properties on the home sites.

Additionally, the requirement for a 6-foot wood privacy fence along the South property line is also not feasible in the drainage easement and would not serve its intended function to buffer the commercial development from the single-family development because of the site slopes which fall from the NW corner of the development to the South. Additionally, as mentioned previously, the Colonnade subdivision constructed at 10-foot masonry wall in this area already so to erect a 6-foot wooden fence on the backside of this would in effect be useless and would not be aesthetically pleasing.

The applicant believes the enhanced plantings and location proposed better serve the intent of the fence and landscape buffer requirements previously conditioned in Ordinance 1494 by buffering the parking lot and car lights from the neighboring properties.

Date: April , 2022

To: Mobile Planning and Zoning Department
State and Local Permitting Departments
Et al.

RE: WaWa Cottage Hill and Cody Road
Parcel ID #'s 3303053000003XXX; 3303053000004XXX
Owner Authorization Letter

To whom it may concern:

Please accept this letter as authorization for Kimley-Horn and Associates, Inc., to serve as Owner's Agent and applicant on permit submittals for the above referenced project through the Mobile Planning and Zoning Department, State and Local Permitting Departments, et al.

If there are any questions or more information is needed, please do not hesitate to contact me at

251-607-7810 or via email at tbgoodloe@pilotcat.com

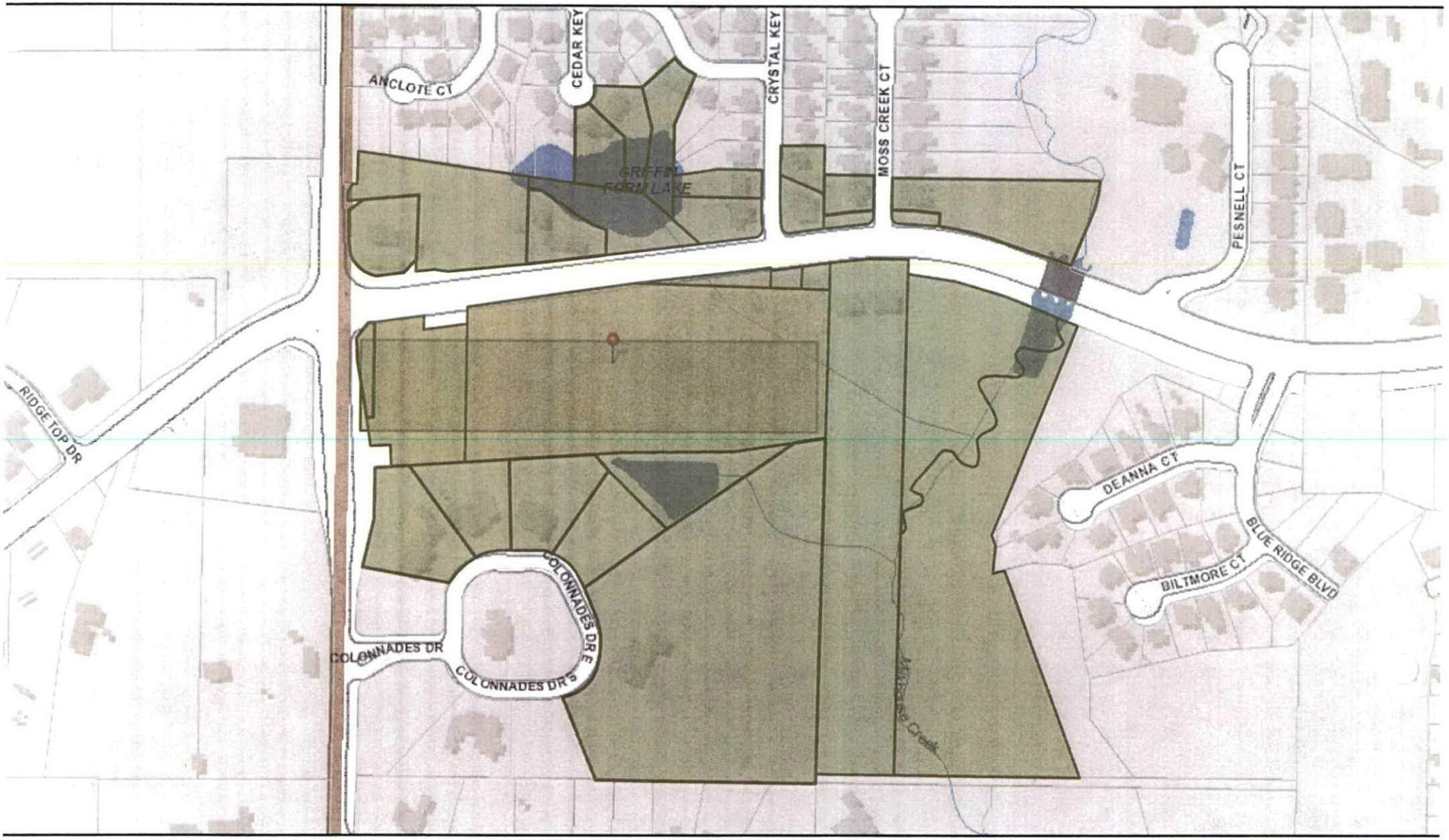
Sincerely,
PILOT DAVIS FAMILY LIMITED PARTNERSHIP

Signature:

Printed Name: Travis B Goodloe Jr Witness: Judy S May
Owner or Authorized Representative

CC: Jeff Brittain, Kimley-Horn
Mr. Ryan Keidel, Wawa, Inc.
FILE

Notified Parcels_300 ft Buffer



1/2022, 9:53:22 AM

Parcels Selected by Buffer

Parcels Selected

Parcel Details

1:4,497

0 0.04 0.07 0.15 mi

0 0.05 0.1 0.2 km

City of Mobile GIS Department

City of Mc

City of Mc

PILOT DAVIS FAMILY LIMITED PARTNERSHIP
R02330305300000[3 AND 4].000
PO BOX 91206
MOBILE, AL 36691

LIBERTY REALTY LLC & NGUYEN THINH
R023303052000039.004
2735 BENNINGTON DR
MOBILE, AL 36695

PESNELL O A JR
R023303052000071.001
6951 COTTAGE HILL RD
MOBILE, AL 36695

MOSS CREEK INC
R023303052000069.027
P O BOX 160748
MOBILE, AL 36616

CDM HOLDING COMPANY INC
R023303053000002.005
715 DOWNTOWNER BLVD
MOBILE, AL 36609

CASTRO VICTOR & LUCILLE P CASTRO
R023303053000001.004
3370 BRISTLECONE DR
MOBILE, AL 36693

HODGES OKLYS ANN
R023303052000036.000
2312 CRYSTAL KY
MOBILE, AL 36695

BRADLEY RICHARD C & BRENDA G
R023303052000038.000
7006 COTTAGE HILL RD
MOBILE, AL 36609

NICKS SHANTRELL
R023303053000002.006
2531 COLONNADES DR
MOBILE, AL 36695

PARKER DEAN N JR & JOANNE B
R023303053000002.002
2516 COLONNADES DR W
MOBILE, AL 36695

RYAN KEIL, APPLICANT
7516 RIVERVIEW DRIVE
BRADENTON, FL 34209

CASTRO VICTOR & LUCILLE P CASTRO
R023303053000001.044
3370 BRISTLECONE DR
MOBILE, AL 36693

MOSS CREEK INC
R023303052000069.028
P O BOX 160748
MOBILE, AL 36616

CIRCLE K C/O MM CK AL PROP. LLC
R023303052000039.001
PO BOX 1565
LAWRENCEVILLE, GA 30046

CASTRO VICTOR & LUCILLE CASTRO
R023303052000039.003
3370 BRISTLECONE DR
MOBILE, AL 36693

KIRBY PROPERTIES L L C
R023303053000001.005
7060 AIRPORT BLVD
MOBILE, AL 36608

BURNS DENIESE
R023303052000008.000
2309 CRYSTAL KEY
MOBILE, AL 36695

RUDOLPH HOWARD L & MAE DORIS L
R023303052000058.000
2309 CEDAR KEY
MOBILE, AL 36695

COOPER DONNELL & MARY
R023303052000057.000
2313 CEDAR KEY
MOBILE, AL 36695

MOORE FREDERICK J JR & JANE
R023303052000063.000
7009 CARRABELLE KEY
MOBILE, AL 36695

COLONNADE DEVELOPMENT INC
R023303053000002.014
PO BOX 91206
MOBILE, AL 36691

PILOT W DAVIS JR
R023303052000071.000
PO BOX 91206
MOBILE, AL 36691

PILOT DAVIS FAMILY LIMITED PARTNERSHIP
R023303052000072.000
PO BOX 91206
MOBILE, AL 36691

PILOT DAVIS FAMILY LIMITED PARTNERSHIP
R023303053000002.000
PO BOX 91206
MOBILE, AL 36691

COOLEY MELODY A & JAMES G
R023303052000037.000
2316 CRYSTAL KEY
MOBILE, AL 36695

ROGERS MONIQUE MICHELE
R023303053000002.003
7028 COLONNADES DR N
MOBILE, AL 36695

GILDERSLEEVE CLENZO JR & SANTITIA
R023303052000007.000
2313 CRYSTAL KY
MOBILE, AL 36695

IVY JAMES E JR & LINDA S
R023303053000002.004
7020 COLONADE DR N
MOBILE, AL 36695

BROWN CHRISTIAN & BETHANY BROWN
R023303052000069.017
2283 MOSS CREEK CT
MOBILE, AL 36695

TIMMOMS TAMESHIA & KIRKLIN FLETCHER
R023303052000069.001
2282 MOSS CREEK CT
MOBILE, AL 36695

**SUBDIVISION,
PLANNED UNIT DEVELOPMENT,
ZONING AMENDMENT, &
SIDEWALK WAIVER STAFF REPORT** **Date: June 16, 2022**

NAME	WaWa, Inc.
SUBDIVISION NAME	Davis Pilot Family Subdivision
LOCATION	Southeast corner of Cottage Hill Road and Sollie Road
CITY COUNCIL DISTRICT	District 6
PRESENT ZONING	B-1, Buffer Business District and B-2, Neighborhood Business District
PROPOSED ZONING	B-2, Neighborhood Business District
AREA OF PROPERTY	2 Lots / 13.0 ± Acres
CONTEMPLATED USE	Subdivision approval to create two (2) legal lots of record from three metes-and-bounds parcels; Planned Unit Development Approval to allow a unique sign package and shared access between two building sites; Rezoning from B-1, Buffer Business District and B-2, Neighborhood Business District, to B-2, Neighborhood Business District; and a Sidewalk Waiver request to waiver construction of a sidewalk along Sollie Road and Cottage Hill Road. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Immediately

ENGINEERING COMMENTS

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

A. Provide a SUBDIVISION NAME.
B. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
C. Provide reference, on the map and the description, to a monumented corner.
D. Provide and label the monument set or found at each subdivision corner.
E. Provide a Vicinity map and add street names.
F. Provide a written legal description and matching bearing and distance labels for the proposed subdivision.
G. Show and label all flood zones. New maps went into effect on June 5, 2020.
H. Show and label the BFE (Base Flood Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation.
I. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
J. Provide the Surveyor's Certificate.
K. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo TRACT 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: TRACT 1 – 2,500 sf and TRACT 2 - NONE.
L. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
M. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
N. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
O. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
P. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
Q. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development: ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

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

Rezoning:

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.

Sidewalk Waiver:
Both Cottage Hill Rd and Cody/Sollie Rd adjacent to PROPOSED TRACT 1 have existing curb and gutter sections.

It appears that there is sufficient room within the ROW, or within the property, for the construction of a sidewalk that could be approved through the ROW Permit process.

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

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

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create two (2) legal lots of record from three metes-and-bounds parcels; Planned Unit Development Approval to allow a unique sign package and shared access between two building sites; Rezoning from B-1, Buffer Business District and B-2, Neighborhood Business District, to B-2, Neighborhood Business District; and a Sidewalk Waiver request to waiver construction of a sidewalk along Sollie Road and Cottage Hill Road.

The site has been given a Mixed Commercial Corridor (MCC) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This land use designation 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 lots fronts Cottage Hill Road and Sollie Road. Cottage Hill Road, is a minor arterial street, per the Major Street Plan, and as such should have a right-of-way of 100-feet. Sollie Road is a major collector street, per the Major Street Plan, and as such should have a right-of-way of 100-feet. The preliminary plat indicates both Cottage Hill Road and Sollie Road as having a rights-of-way that varies, therefore if approved, the Final Plat should be revised to either depict a compliant existing rights-of-way or to depict dedication to provide a minimum of 50-feet to the centerline of each street.

The proposed lot sizes are provided in square feet and acres, and exceed the minimum standards. If approved, the Final Plat should provide the lot size in square feet and acres, adjusted for any required dedication.

It should be noted that the preliminary plat does not depict the 25-foot minimum building setback for either proposed lot. If approved, the Final Plat should be revised to depict a 25-foot minimum building setback line along both street frontages.

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

The preliminary plat depicts an existing drainage easement at the rear of the site, as well as a proposed shared access easement on proposed Lot 2, for use by the proposed Lot 1. If approved, a note should be placed on the Final Plat stating that no structure is allowed in any easement, without the approval of the easement holder.

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

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

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

The site plan submitted depicts a gas station on the proposed Lot 1, existing of a convenience store and gas canopy; with no development depicted on the proposed Lot 2. A shared curb cut for the lots is depicted, as well as a connection to Lot 2 and an additional curb cut to Cottage Hill Road. If approved, curbing or a similar barrier should be provided at the stub out to prevent vehicular access to the adjacent undeveloped lot. It should also be noted that a new Planned Unit Development will be required at the time of development for Lot 2.

The applicant states:

> ***Development Proposal***
> *The proposed development is for the construction of a neighborhood-scale Wawa convenience store and gas station of 6,119 SF with 8 fueling stations. Wawa's key commitment to "Fulfulling Lives, Every Day" is providing a sense of place in the communities they serve by always having open, bright, clean, warm and welcoming stores that serve as a trusted "town square" playing a meaningful role in the community.*
>
> *The development is proposed on a 2.53-acre parcel of land located at the Southeast corner of Sollie Road, a major collector and Cottage Hill Road, a minor arterial and designated suburban corridor. The parcel is at the edge of the Mobile municipal city limits and was rezoned in 2004 from R-1 (Single-Family Residential) and R-3 (Multi-family Residential) to the B-2 (Neighborhood Business) zoning district per City Ordinance 1494.*

Access Management

The gas canopy with fueling stations is proposed to be located facing Cottage Hill Road with the convenience store located directly behind it also with its entrance facing Cottage Hill. The project is proposing one right-in, right-out access drive from Sollie Road and two driveway access points from Cottage Hill Road. One right-in, right-out access drive from Cottage Hill will be located on the subject property and a second full access drive from Cottage Hill will be located further east on the adjacent property (R023303053000002). A condition of approval for the original rezoning (Ordinance 1494) limited the property to two curb cuts to Sollie Road and two curb cuts to Cottage Hill (one of which is to be shared with the lot adjacent to the East). The required joint and cross access to the adjacent parcel to the East is being met by the access points proposed and also creates a secondary way for vehicles to maneuver between the two developments in order to maintain the flow of traffic along Cottage Hill Road. Additionally, by providing only one curb cut to Sollie Road the development is doing its part to maintain the access management goals of the major collector roadway.

Landscaping, Buffering and Open Space

The applicant is committed to providing an aesthetically pleasing development that will enhance and exemplify the Mayor's goal to bring high-quality development to the City. The development is proposing 0.94 acres of the 2.53-acre site as open space/landscape/buffer area. Additionally, the site will meet all the landscaping requirements of code related to parking lot landscaping and perimeter landscaping.

The development is proposing a landscape buffer directly south of the parking area and directly north of an existing public drainage easement, so that plantings do not impact the drainage easement or compromise drainage patterns or capacity. The applicant is proposing to replant larger caliper trees than typically required in this area to maximize opacity. The location of the landscape buffer also creates a better shield to block car headlights when cars park on the southern side of the parking lot.

Stormwater/Drainage

Stormwater runoff for the development is proposed to be managed onsite in an underground vault system. The post-development discharge rate will be less than the pre-development discharge rate for the 10-year 24-hour storm event.

The proposed system will tie-into an existing City drainage system located within the Cottage Hill Road right-of-way.

Site Lighting

Site lighting will be focused inward to the development to create a safe, well-lit development while minimizing off site impacts due to lighting. In addition to the inward focused lighting, a significant vegetative buffer is proposed along the southern side of the site as additional protection to the surrounding properties.

Signage

The applicant is requesting a flexible sign package as a part of the PUD approval to allow for more creative sign design for the site. The applicant is proposing two (2) monument

signs for the project site. The code only allows for one monument sign. Please see the Flexible Sign Plan request for more detail on this request. Wall and canopy signage is proposed consistent with the City requirements. Please see enclosed preliminary signage plan.

Site Enhancements
The applicant is proposing to house multiple EV charging station parking spaces in the parking area adjacent to Sollie Road. This will further enhance the City's environmental and sustainability goals and meet electric vehicle charging needs of area residents.

Additionally, the site will have a substantial vegetative buffer along the southern property line of the property to protect adjacent properties from light and noise impacts of the development.

The site plan submitted shows all proposed structures meeting required minimum setbacks. The proposed convenience store is 6,119± square feet, and as such, requires a minimum of 21 parking spaces; 63 parking spaces are depicted. As the site will have more than 25 parking spaces, a compliant photometric site plan will be required at the time of permitting, if approved.

The applicant is requesting a unique sign package rather than the standard Zoning Ordinance allowance. A total of two (2) freestanding, four (4) wall, and three (3) canopy signs are requested for a total of nine (9) signs; the Zoning Ordinance allows a single business site a total of three (3) signs, with no more than one (1) freestanding sign. It should be noted that both of the proposed freestanding signs contain digital gas pricers, one of which may be located within 300' of residentially zoned property, which is prohibited by the Zoning Ordinance. If approved, the applicant should be advised that they will need to either insure the signage is more than 300' from residentially zoned property, or obtain a variance from the Board of Zoning Adjustment.

The purpose of the Sign Regulations is to protect the health, safety and welfare of the citizens of the City of Mobile and the general aesthetics of the city by providing for uniform standards for the locations, spacing, height, setback, lighting, and other regulation of off-premise and on-premise signs within the city.

In regards to the proposed sign package, the applicant states:

Request
The applicant is requesting a flexible sign plan as a part of the PUD approval to allow for more creative sign design for the site. The applicant is proposing two (2) monument signs for the project site; one sign to be located along Cottage Hill Road at the western driveway and one sign to be located along Sollie Road, just north of the driveway. The code only allows for one monument sign.

The proposed monument signs are in accordance with the City's Land Development Code requirements for sign height and location. The signs have been designed to be 35-ft in height and will be located within the property, outside the public rights-of-way as required. Wall and canopy signage is proposed consistent with the City requirements. Please see enclosed preliminary signage plan.

Justification

Pursuant to Code Section 64-5 Planned unit developments, Objectives states that "in pursuit of these purposes, the objectives to be met by a PUD are as follows:

> *2.b. Flexibility. To permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations;"*

The ability to provide for two monument signs on the subject property will allow for greater flexibility to the applicant and for the customer. The signs will allow for better visibility from two alternating transportation corridors. A future customer driving north on Sollie Road will see the fuel pricing before the Sollie Road driveway into the site, therefore lowering the traffic movement making an east bound right turn onto Cottage Hill Road.

While it may be the applicant's desire to have a unique sign package for their development, it should be noted that the Planning Commission has only allowed such allowances for large, multi-tenant developments, such as McGowin Park or Springdale Mall. This PUD is not proposing a comprehensive development plan for the entire PUD, thus the requested sign package seems unwarranted. Furthermore, approving an increase in signage from three (3) total signs to nine (9) would result in a cluttered site, and would set a precedent for other sites wishing to have an abundance of signage.

Regarding the rezoning request, the site is bounded by R-1, Single-Family Residential property to the South; B-2, Neighborhood Business District and R-1 property to the North; B-1, Buffer Business District to the East; and unincorporated property located in Mobile County to the West.

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.

In regards to the proposed rezoning, the applicant states:

> *The applicant is requesting a Rezoning to amend the Zoning Map, and to Modify Rezoning Conditions of Approval...*
>
> *The 2.5+/- acre parcel is part of a larger 13.5+/- acre property owned by the Pilot Davis Family Limited Partnership. Approximately 6.7+/- acres of the overall property was rezoned in 2004 from R-1 (Single-Family Residential) and R-3 (Multi-family Residential) to the B-2 (Neighborhood Business) zoning district per City Ordinance 1494. The remaining 6.8+/- acres of the property to the east is within the B-1 zoning district and requires a rezoning to the B-2 zoning district to avoid split zoning over one parcel. It is important to note this portion of the property is not the subject of the current development proposal but requires the rezoning to ensure consistency.*

At the time of the rezoning for the first 6.7+/- acres, it was anticipated that the property would be developed with a commercial shopping center/office space. This development did not commence. The conditions that were approved as part of the 2004 zoning approval are no longer functional for the proposed development.

Rezoning Ordinance 1494 set forth the following conditions of approval:

1. *Dedication of sufficient right-of-way along Sollie Road to provide a minimum of 50-feet from centerline;*
2. *Dedication of an appropriate radius at the intersection of Cottage Hill and Sollie Road, to be coordinated with the Engineering Department and Traffic Engineering;*
3. *Limited to two curb cuts to Sollie Road and two curb cuts to Cottage Hill (one of which is to be shared with the lot adjacent to the East);*
4. *Provision of a 6' wood privacy fence along the South property line and a 15' buffer strip to remain in its natural undisturbed state;*
5. *Developer to obtain all necessary federal, state and local approvals prior to the issuance of any permits;*
6. *Submission of an Administrative PUD prior to the issuance of any permits.*

The condition of approval that the applicant is requesting to modify is Condition #4, which requires the provision for a 6' wood privacy fence along the South property line and a 15' buffer strip to remain in its natural undisturbed state. The Southern property, also previously owned by Pilot Davis Family Limited Partnership, was also rezoned and developed as a 17-lot single-family residential neighborhood (The Colonnades) in 2006. The Colonnades neighborhood, knowing that commercial uses were now allowed to the north, constructed a 10-foot-tall masonry wall around the entire subdivision which completely separates the neighborhood from the subject property. In addition, as a part of the Colonnades plat, a 60-foot-wide drainage easement straddles the subject property and the Colonnades property. Further east of the southern boundary of the subject property are wetlands. Further west on the southern end of the property and in the right-of-way of Sollie Road is an existing concrete headwall and a storm drainage pipe that traverses under the roadway. Existing drainage patterns on the subject property go through the middle of the site. As the proposed development will require extensive site grading, drainage is now logically being provided in the existing drainage easement at the southern property boundary and will connect to the headwall and storm pipe draining under Sollie Road.

In order to create this new drainage pattern, the southern end of the property has to be graded and pipes installed which means that existing vegetation has to be removed. Therefore, the prior condition that any future development on the property provide a "6' wood privacy fence along the South property line and 15' buffer strip to remain in its natural undisturbed state" is not feasible.

The development is proposing a landscape buffer directly south of the parking area on the north side of the drainage area, so that plantings do not impact the drainage easement or compromise drainage pipes. The applicant is proposing to replant larger caliper trees than typically required in this area to maximize opacity. The location of the landscape buffer

also creates a better shield of car headlights when cars park on this end of the parking lot. It should be noted that only two single-family homes border the subject property and area considerable distance away from the development, are separated by a 10-foot masonry wall and have maintained natural buffers to the rear of the properties on the home sites.

Additionally, the requirement for a 6-foot wood privacy fence along the South property line is also not feasible in the drainage easement and would not serve its intended function to buffer the commercial development from the single-family development because of the site slopes which fall from the NW corner of the development to the South. Additionally, as mentioned previously, the Colonnade subdivision constructed at 10-foot masonry wall in this area already so to erect a 6-foot wooden fence on the backside of this would in effect be useless and would not be aesthetically pleasing.

The applicant believes the enhanced plantings and location proposed better serve the intent of the fence and landscape buffer requirements previously conditioned in Ordinance 1494 by buffering the parking lot and car lights from the neighboring properties.

In regards to the rezoning request for the proposed Lot 1, the applicant is primarily requesting to remove the condition requiring the six-foot privacy fence and 15-foot vegetative buffer along the South property line. The applicant makes a compelling argument for the removal of the vegetative buffer, due to drainage and grading needs for the development of the site, making the removal of that portion of the condition seem appropriate. The applicant states that the neighboring residential properties to the South have a 10-foot high masonry wall, making the need for a privacy fence, unnecessary; however, given that the Zoning Ordinance requires a compliant residential buffer between residential and commercial properties, it is the commercial applicant's responsibility to make sure that a proper buffer is maintained, in the event that the adjacent residential property owners remove the existing wall.

In regards for the rezoning request for the proposed Lot 2, the proposed Subdivision would otherwise result in a split-zoned lot, therefore the proposed Subdivision of land makes the proposed rezoning necessary and desirable.

Finally, the applicant is requesting a waiver of the provision of sidewalks along both Cottage Hill Road and Sollie Road.

It should be pointed out that the Mobile City Council adopted a "complete streets" policy on May 31, 2011. The purpose of the complete streets policy is to support the design and construction of streets to enable safe access to all users, including pedestrians, bicyclists, transit riders, motorists, commercial and emergency vehicles, and for people of all ages and abilities.

In regards to the Sidewalk Waiver request, the applicant states the following:

The Cottage Hill/Cody Road intersection is extremely busy, and there are not any existing crosswalks in place to protect pedestrians. The existing Cody Road right-of-way adjacent to the site is very tight, with steep slopes. The Cody Road right-of-way immediately south of the site has a paved, concrete ditch in close proximity to the roadway. Pedestrian facilities along this portion of the roadway are unlikely in the future. This this portion of

Cody Road is also a rural section, which does not have curb and gutter to protect pedestrians.

Per Engineering comments, there is sufficient room for provision of a sidewalk either in the right-of-way, or on private property along both frontages. Furthermore, when the proposed Lot 2 is developed, a sidewalk will be required for that site as well. Therefore, denial of the sidewalk waiver may be appropriate.

RECOMMENDATION

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

1) either depiction of an existing compliant right-of-way along Cottage Hill Road, or dedication to provide 50-feet to the centerline;
2) either depiction of an existing compliant right-of-way along Sollie Road, or dedication to provide 50-feet to the centerline;
3) provision of the lot sizes in square feet and acres, adjusted for dedication;
4) full compliance with Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide a SUBDIVISION NAME. B. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. C. Provide reference, on the map and the description, to a monumented corner. D. Provide and label the monument set or found at each subdivision corner. E. Provide a Vicinity map and add street names. F. Provide a written legal description and matching bearing and distance labels for the proposed subdivision. G. Show and label all flood zones. New maps went into effect on June 5, 2020. H. Show and label the BFE (Base Flood Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. I. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. J. Provide the Surveyor's Certificate. K. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo TRACT 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: TRACT 1 – 2,500 sf and TRACT 2 - NONE. L. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. M. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. N. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. O. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the*

responsibility of the City of Mobile. P. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. Q. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);

5) placement of a note on the Final Plat stating Traffic Engineering comments: (*Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.*.);
6) compliance with Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.*);
7) compliance with Fire Department comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.*); and
8) full compliance with all municipal codes and ordinances.

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

a. the proposal promotes the objective of Flexibility (*to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations*), because it allows for new commercial developments to have shared access, therefore limiting curb cuts to streets;
b. the proposal promotes the objective of Efficient land use (*to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment*), because it will allow increased connectivity between commercial sites;
c. the proposal promotes the objective of Public services (*to encourage optimum use of available public utilities, streets and community facilities*), because all infrastructure is in place to serve the site.

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

1) either depiction of an existing compliant right-of-way along Cottage Hill Road, or dedication to provide 50-feet to the centerline;
2) either depiction of an existing compliant right-of-way along Sollie Road, or dedication to provide 50-feet to the centerline;
3) provision of the lot sizes in square feet and acres, adjusted for dedication;
4) maintenance of a compliant residential buffer along the South property line;
5) provision of a compliant photometric site plan at the time of permitting;

6) development of the site is limited to the standard sign allowances in the Zoning Ordinance for a single-business site;
7) full compliance with Engineering comments: (*ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: 1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (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.*);
8) placement of a note on the Final Plat stating Traffic Engineering comments: (*Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.*);
9) 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.*);
10) compliance with Fire Department comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.*); and
11) full compliance with all municipal codes and ordinances.

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

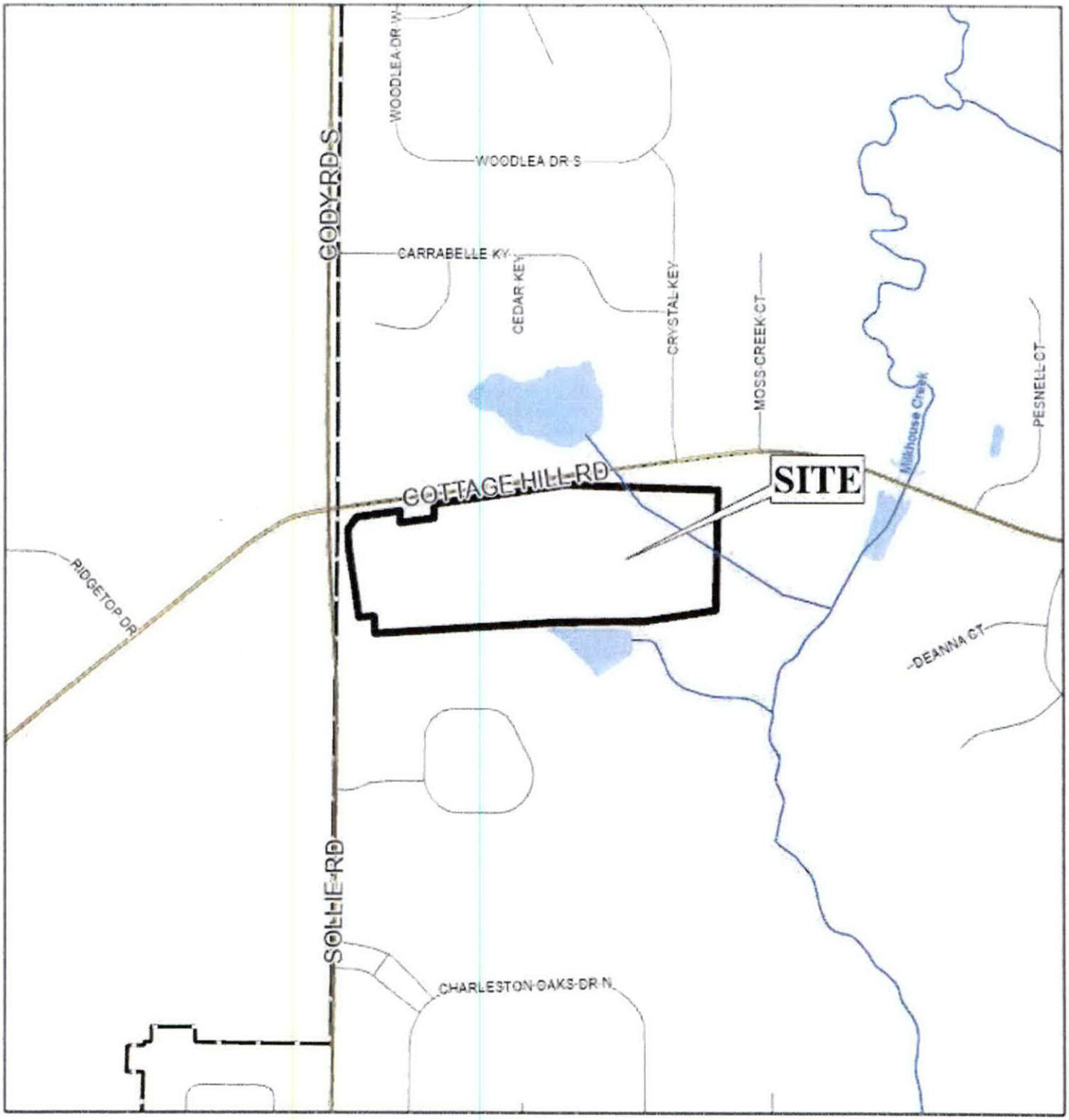
1) the subdivision of land into building sites makes reclassification of the land necessary and desirable

The rezoning should be subject to the following conditions:

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

Sidewalk Waiver: Based on the preceding, this application is recommended for Denial.

LOCATOR MAP



APPLICATION NUMBER 7 DATE June 16, 2022

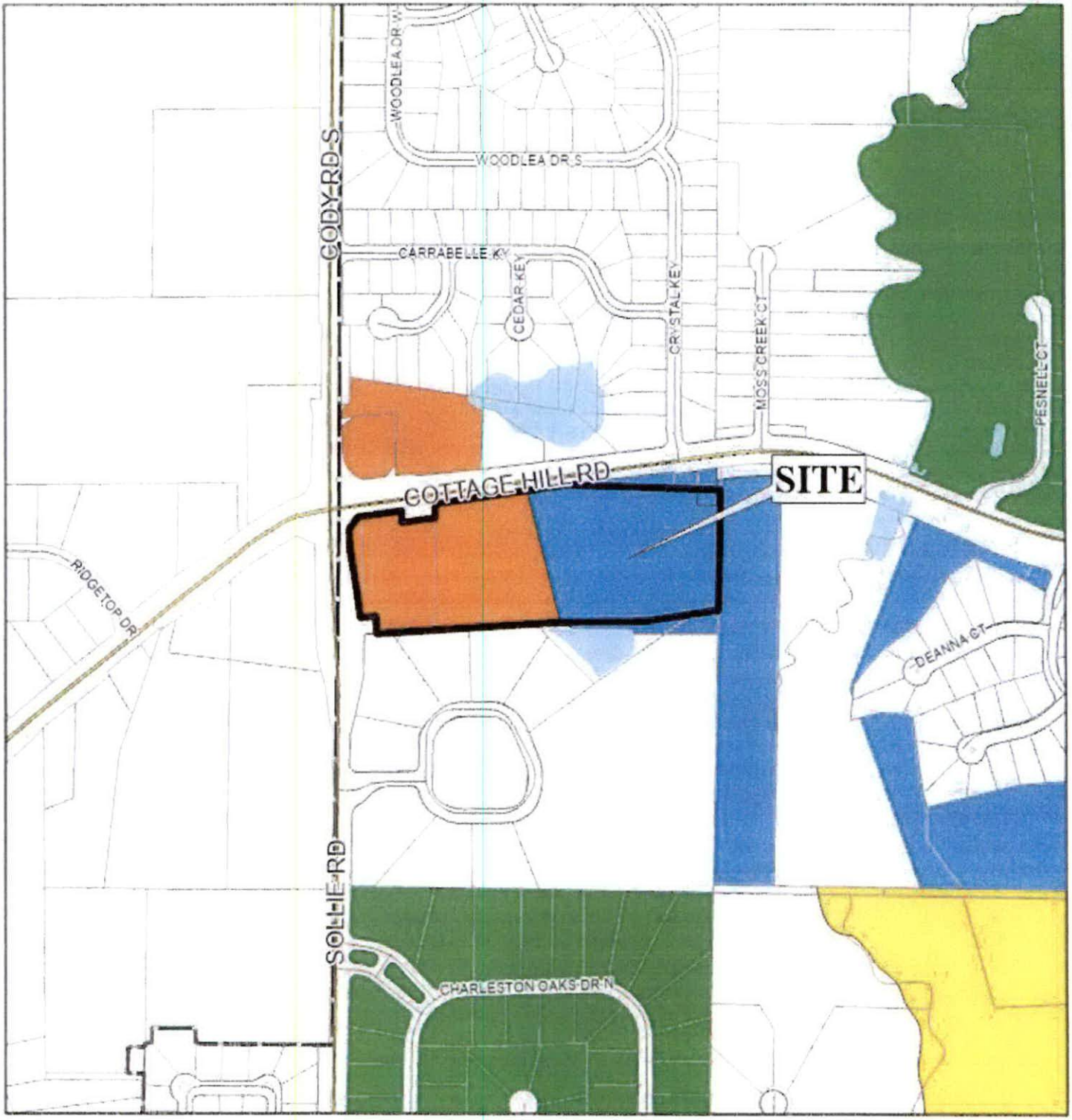
APPLICANT Davis Pilot Family Subdivision

REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE June 16, 2022

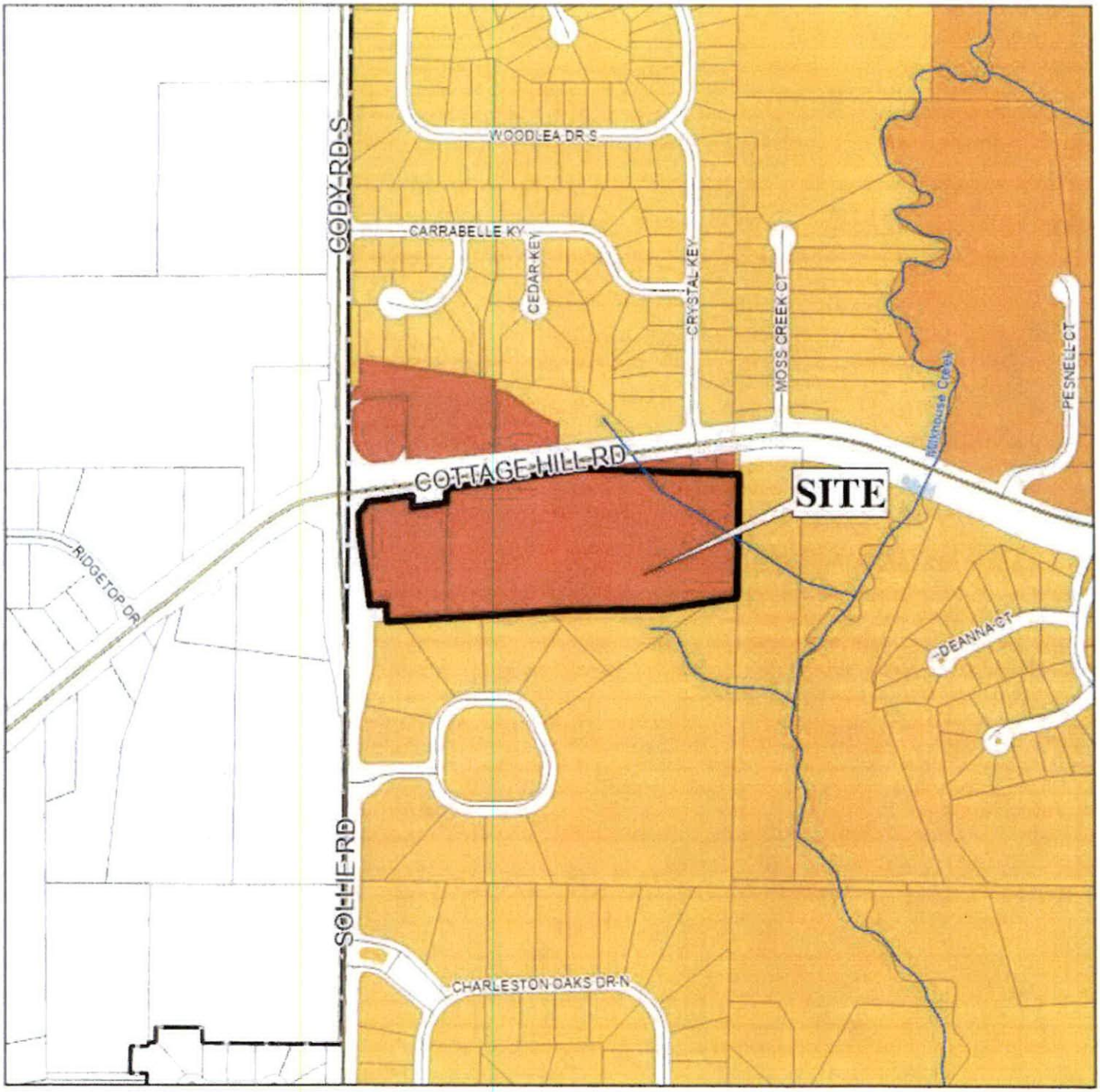
APPLICANT Davis Pilot Family Subdivision

REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE June 16, 2022

APPLICANT Davis Pilot Family Subdivision

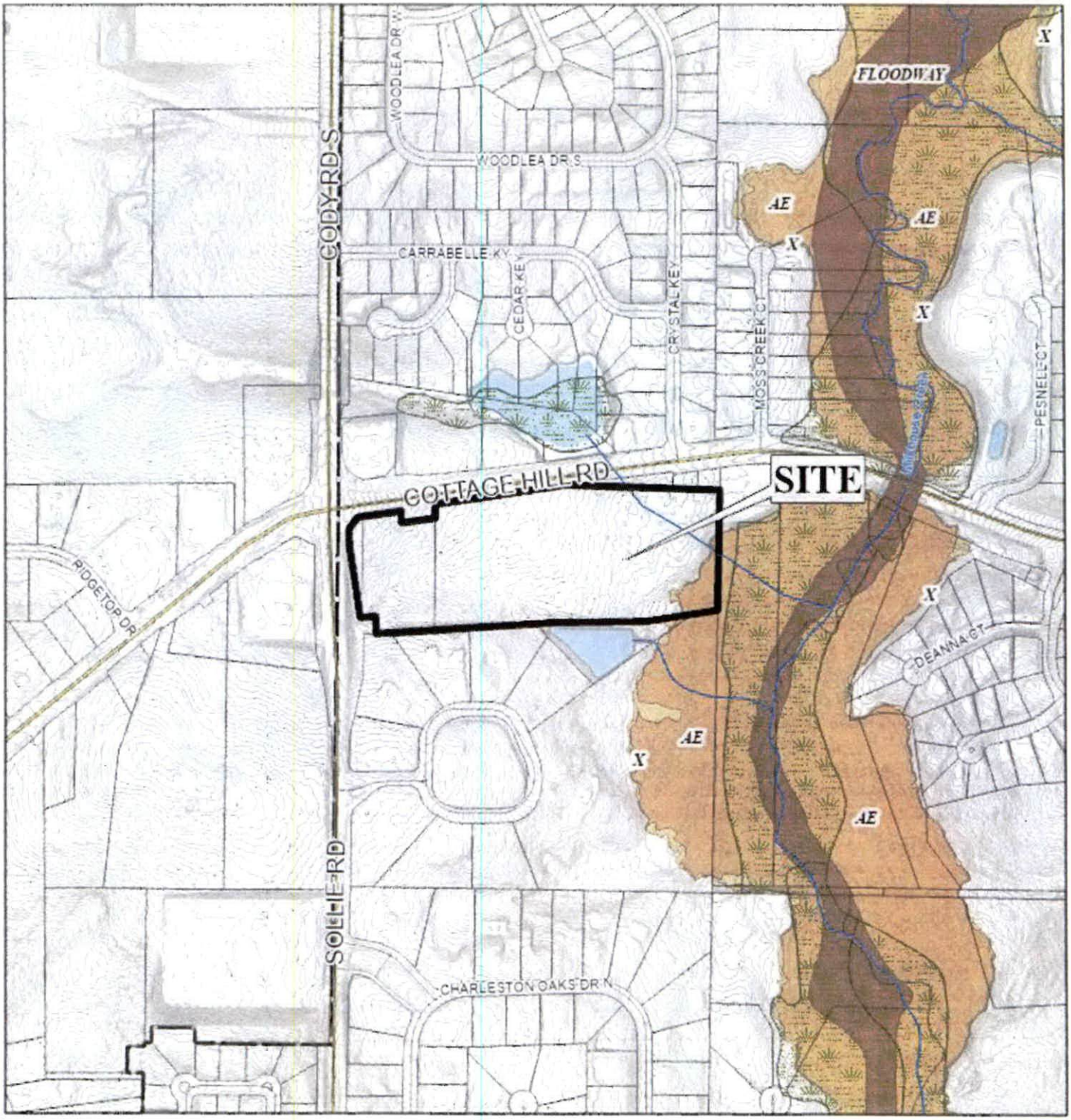
REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

Layer2
- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 7 DATE June 16, 2022

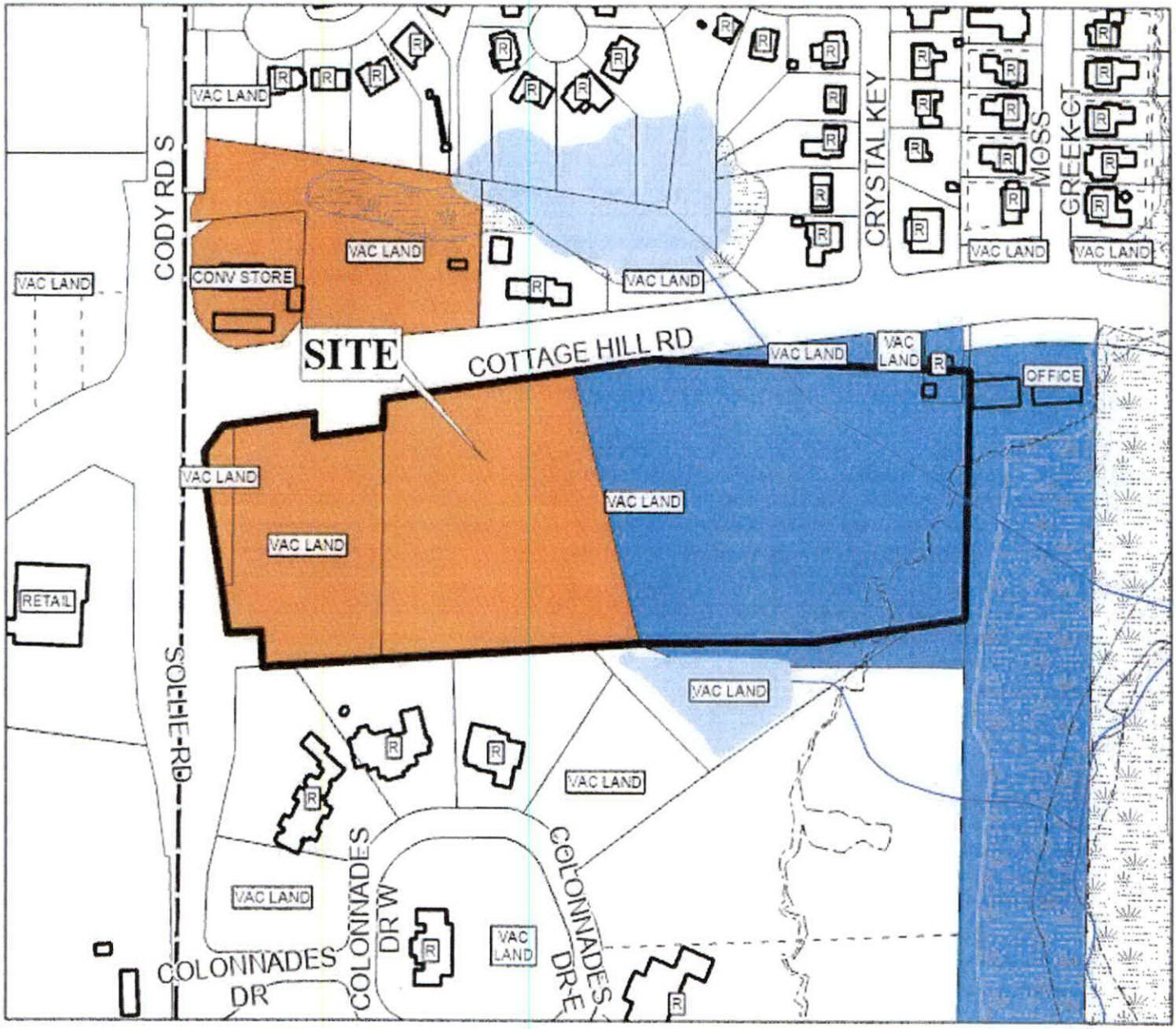
APPLICANT Davis Pilot Family Subdivision

REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



This site has residential units to the south and northeast, & commercial units to the northwest.

APPLICATION NUMBER 7 DATE June 16, 2022

APPLICANT Davis Pilot Family Subdivision

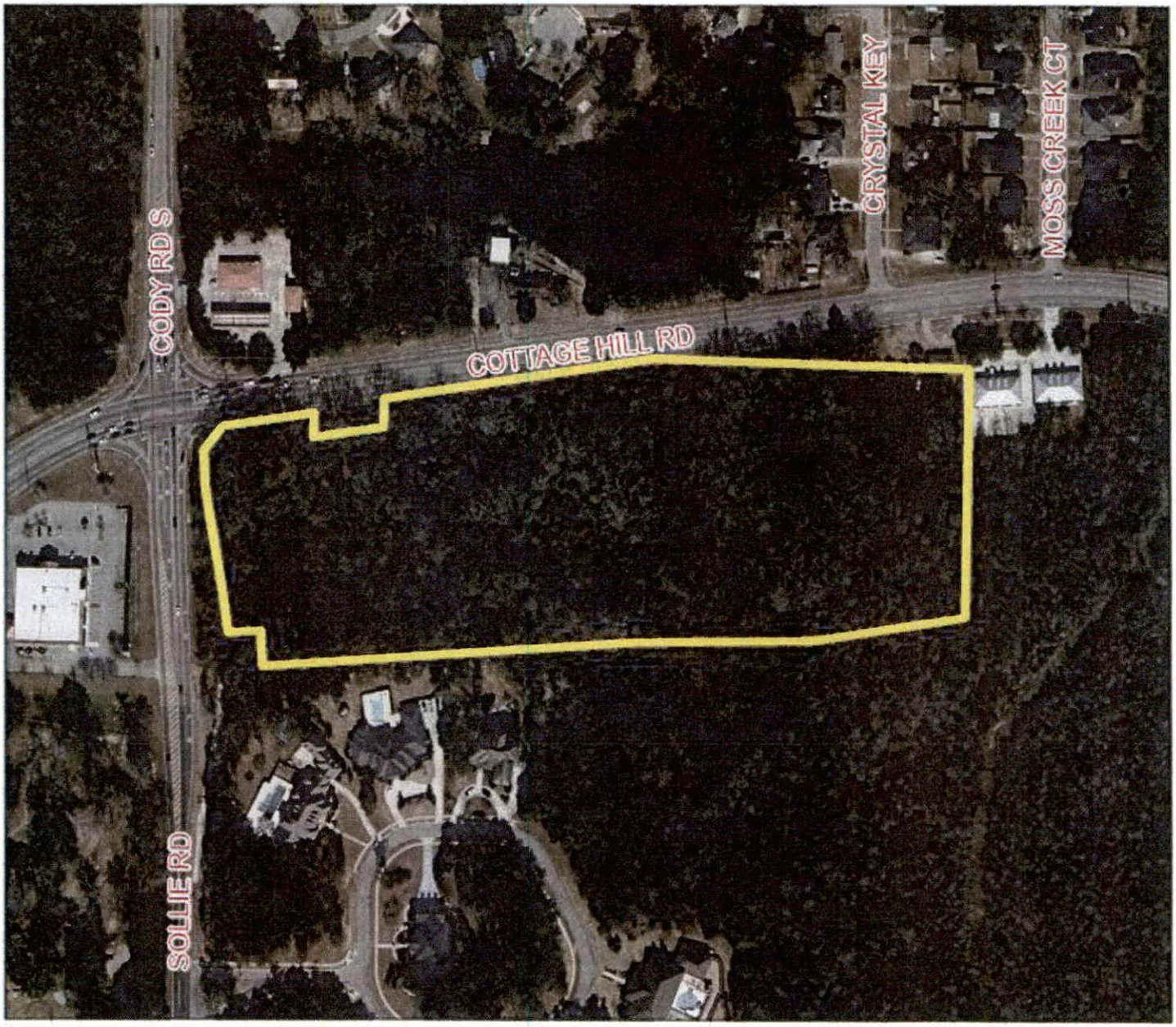
REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



This site has residential units to the south and northeast,
& commercial units to the northwest.

APPLICATION NUMBER 7 DATE June 16, 2022

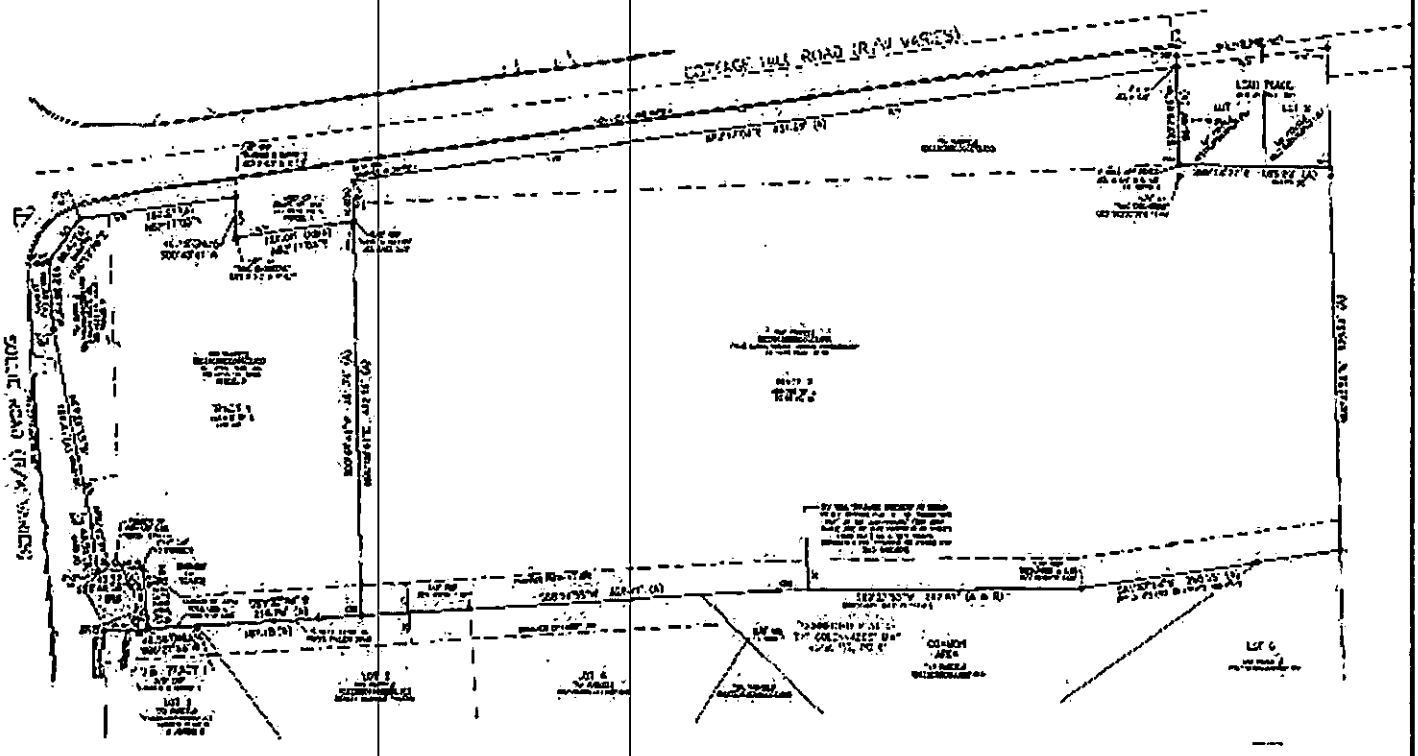
APPLICANT Davis Pilot Family Subdivision

REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

N

NTS

SITE PLAN



This site illustrates the lots and easements.

APPLICATION NUMBER 7 DATE June 16, 2022

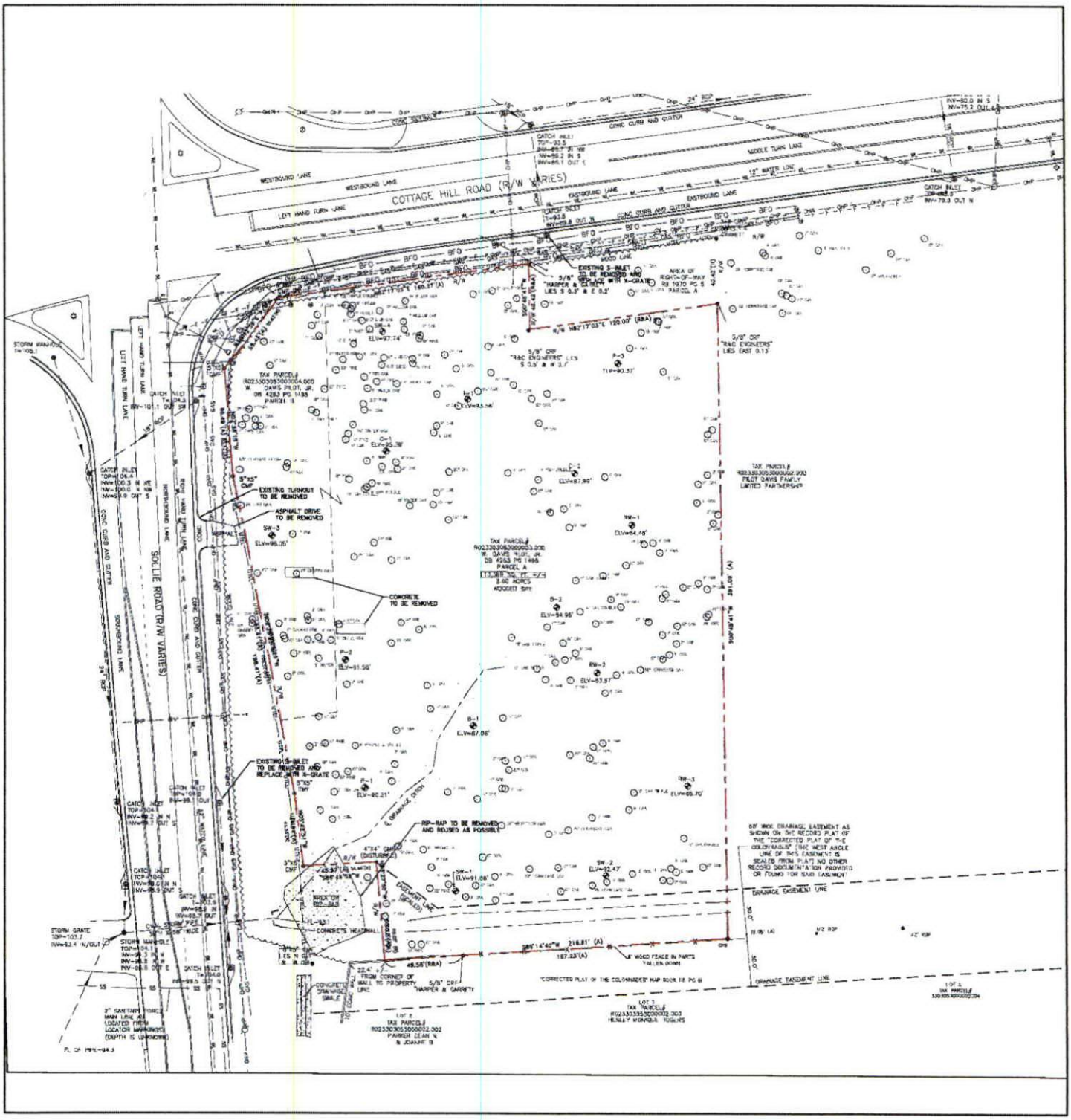
APPLICANT Davis Pilot Family Subdivision

REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

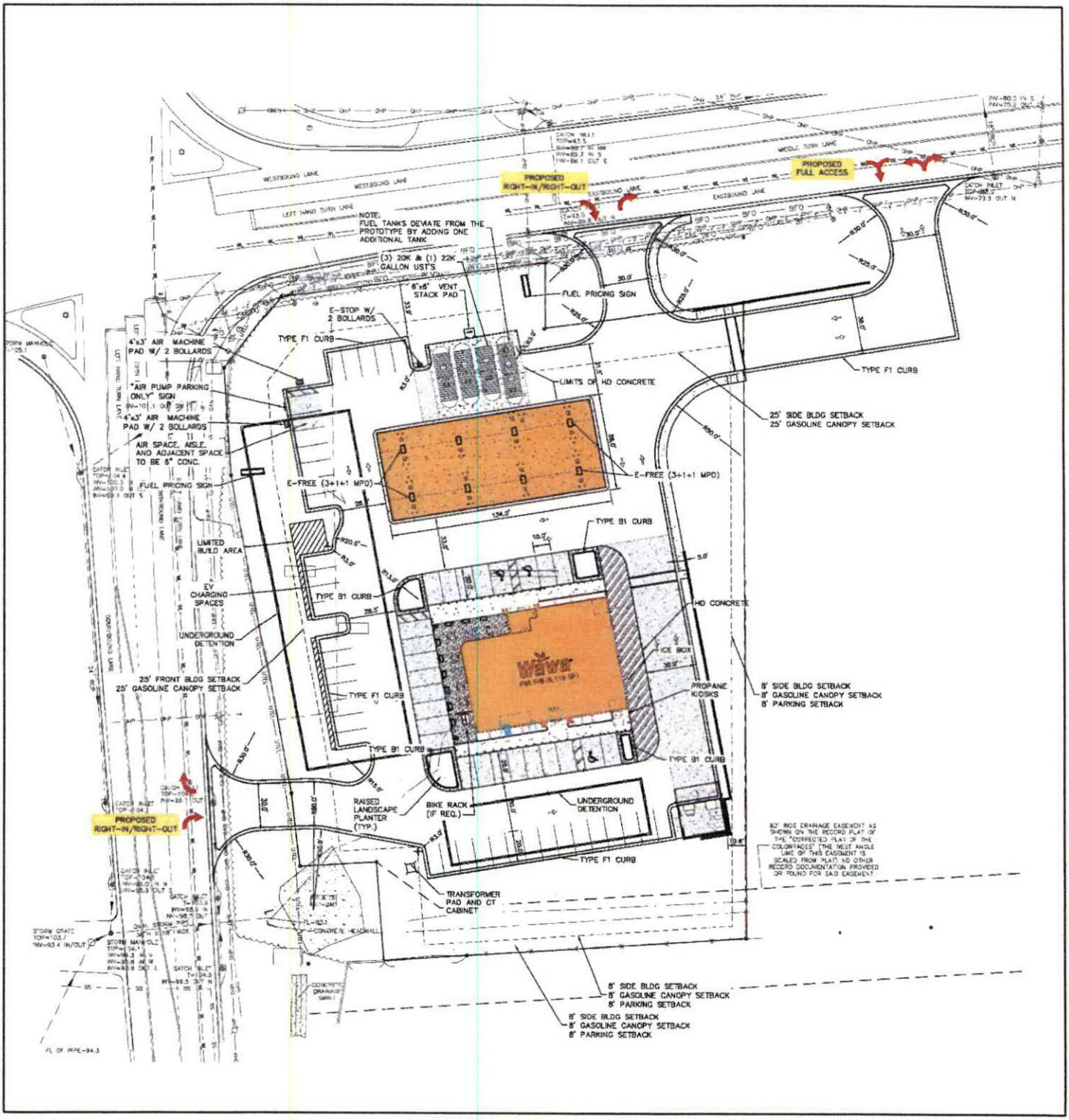
N

NTS

DETAIL SITE PLAN


COTTAGE HILL ROAD (R/W VARIES)
SOCLIE ROAD (R/W VARIES)
WESTBOUND LANE
EASTBOUND LANE
LEFT HAND TURN LANE
MIDDLE TURN LANE
CONC CURB AND GUTTER
EXISTING TURNOUT TO BE REMOVED
ASPHALT DRIVE TO BE REMOVED
CONCRETE TO BE REMOVED
EXISTING S-INLET TO BE REMOVED AND REPLACED WITH S-GRATE
RIP-RAP TO BE REMOVED AND REUSED AS POSSIBLE
DRAINAGE EASTMENT LINE
60' WIDE DRAINAGE EASEMENT AS SHOWN ON THE RECORD PLAT OF THE "CORRECTED PLAT OF THE COLONNADES" (THE WEST ARGLE LINE OF THIS EASEMENT IS SCALED FROM PLAT, NO OTHER RECORD DOCUMENTATION PROVIDED OR FOUND FOR SAID EASEMENT)
"CORRECTED PLAT OF THE COLONNADES" MAP BOOK 18 PG 18
TAX PARCEL# 1023303355000002.303 HENSLEY MONIQUE ROGERS
TAX PARCEL# 1023303355000002.302 PARKER LEAH N & JOANNE B
TAX PARCEL# 1023303053000004.000 W. DAVIS PILOT, JR. DB 4263 PG 1488 PARCEL B
TAX PARCEL# 1023303053000003.000 W. DAVIS PILOT, JR. DB 4263 PG 1488 PARCEL A
TAX PARCEL# 1023303053000002.000 PILOT DAVIS FAMILY LIMITED PARTNERSHIP
AREA OF RIGHT-OF-WAY DB 1970 PG 5 PARCEL A
"R&C ENGINEERS" LIES EAST 0.13
"HARPER & GARRETT" LIES S 0.3' & E 0.2'
CONCRETE HEADWALL
CONCRETE WALL TO PROPERTY
FROM CORNER OF "HARPER & GARRETT"
3" SANITARY SEWER MAIN LINE AS LOCATED FIELD LOCATOR MARKINGS (DEPTH IS UNKNOWN)
STORM GRATE
STORM MANHOLE
CATCH INLET
12" WATER LINE
22" RCP
24" RCP
S 62°17'05" E 120.00' (R&A)
N 62°17'05" W 216.81' (A)
187.23'(A)
48.58'(R&A)
B-1 ELV=87.06'
B-2 ELV=84.96'
P-1 ELV=90.21'
P-2 ELV=91.56'
P-3 ELV=90.37'
SW-1 ELV=91.88'
SW-2 ELV=82.47'
SW-3 ELV=86.35'
SW-4 ELV=85.70'
C-1 ELV=86.38'
C-2 ELV=87.99'
IW-1 ELV=84.45'
IW-2 ELV=83.56'
IW-3 ELV=87.54'
IW-4 ELV=85.87'
ELV=97.74'
ELV=94.33'
ELV=94.3'
ELV=103.7
ELV=94.4 N/OUT
ELV=94.4 OUT E
ELV=94.3 OUT W
ELV=94.3 OUT S
ELV=94.3 OUT N
ELV=94.3 OUT
ELV=94.3 IN
ELV=94.3 IN W
ELV=94.3 IN N
ELV=94.3 OUT
ELV=94.3 IN
ELV=94.3 OUT
ELV=94.3 IN
ELV=94.3 OUT
ELV=94.3 IN

DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE June 16, 2022

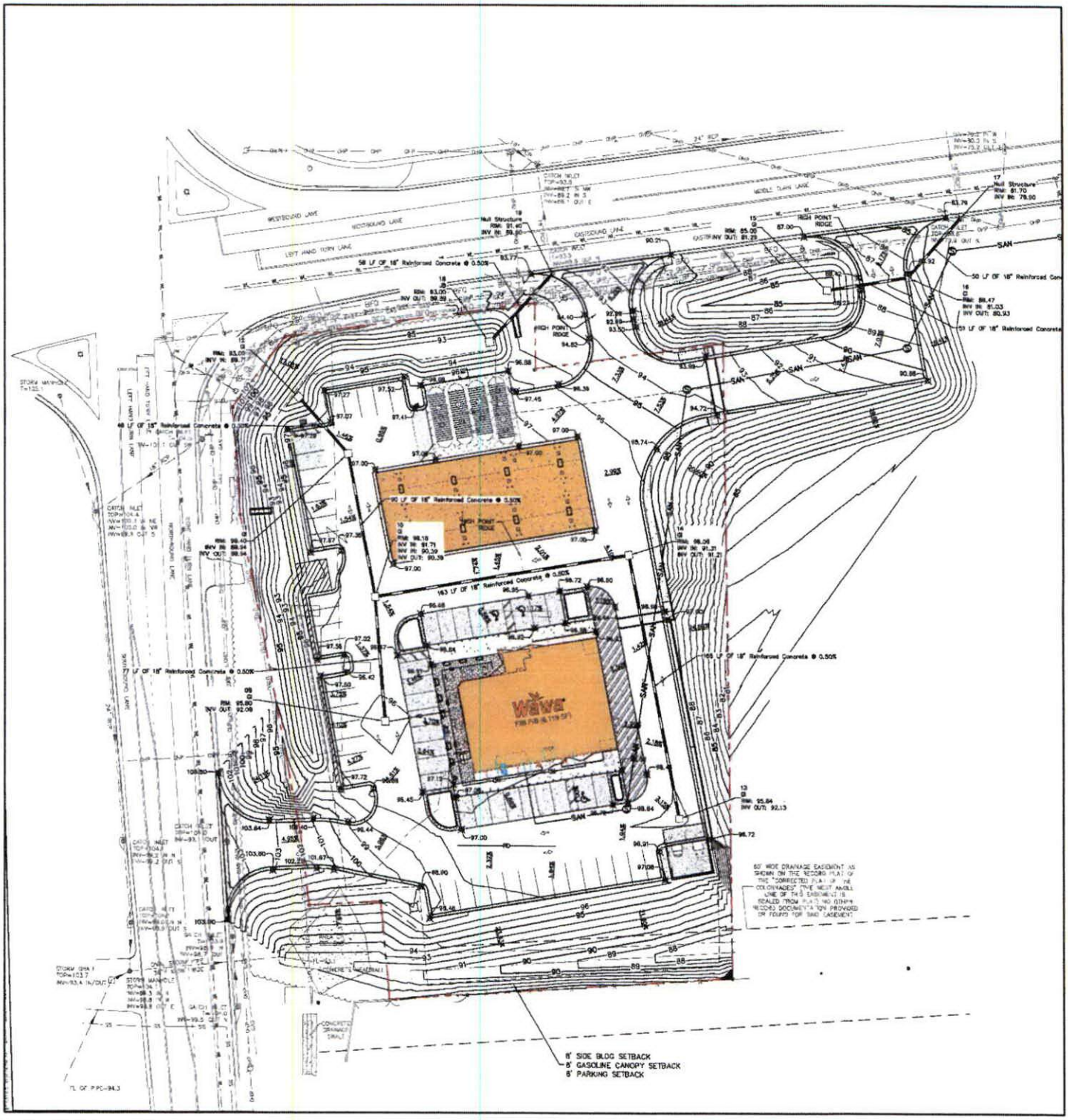
APPLICANT Davis Pilot Family Subdivision

REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE June 16, 2022

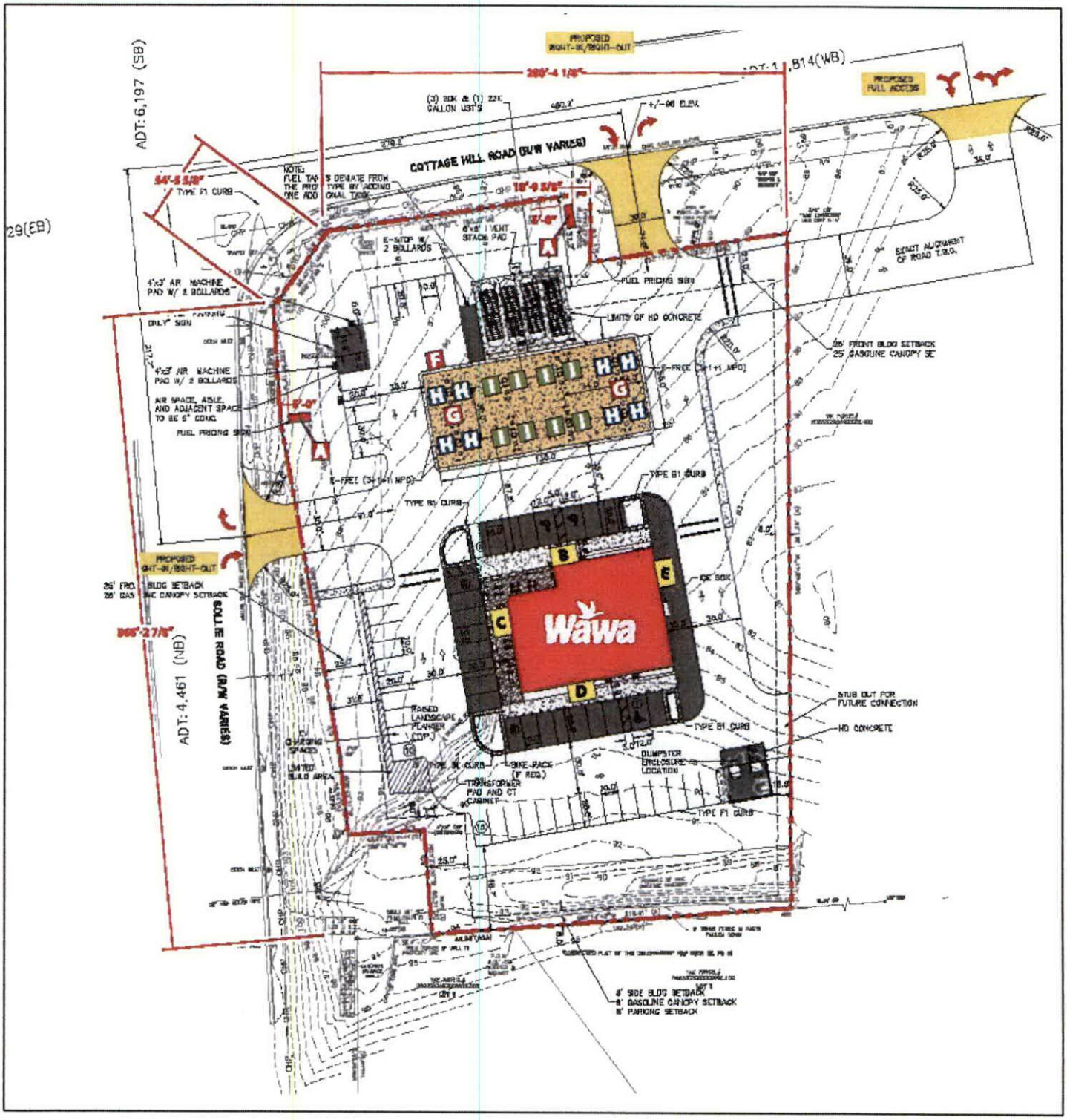
APPLICANT Davis Pilot Family Subdivision

REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE June 16, 2022

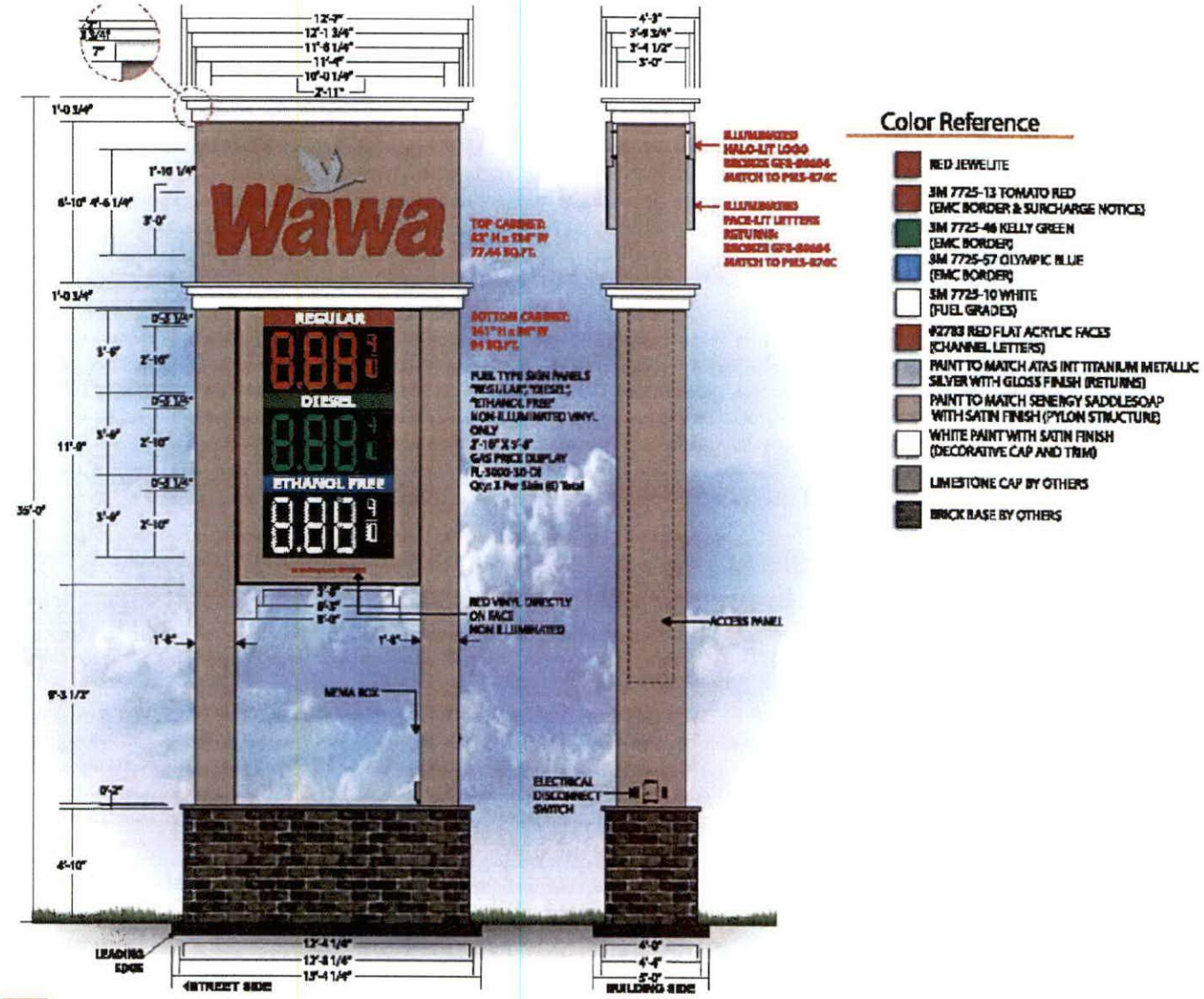
APPLICANT Davis Pilot Family Subdivision

REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

N

NTS

DETAIL SITE PLAN



A 30" / 3 PRODUCT
CUSTOM P-150 D/F ILLUMINATED PYLON SIGN (171.44 SQ. FT.)-QTY:2

Scale: 3/16"=1'-0"

APPLICATION NUMBER 7 DATE June 16, 2022

APPLICANT Davis Pilot Family Subdivision

REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

N

NTS

DETAIL SITE PLAN



Proposed Condition Front (North) Elevation

Scale: 3/32"=1'-0"

APPLICATION NUMBER 7 DATE June 16, 2022

APPLICANT Davis Pilot Family Subdivision

REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

N

NTS

DETAIL SITE PLAN



Proposed Condition Right (West) Elevation

Scale: 3/32"=1'-0"

APPLICATION NUMBER 7 DATE June 16, 2022

APPLICANT Davis Pilot Family Subdivision

REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

N

NTS

DETAIL SITE PLAN



Proposed Condition Rear (South) Elevation NON ILLUMINATED

Scale: 3/32"=1'-0"

APPLICATION NUMBER 7 DATE June 16, 2022

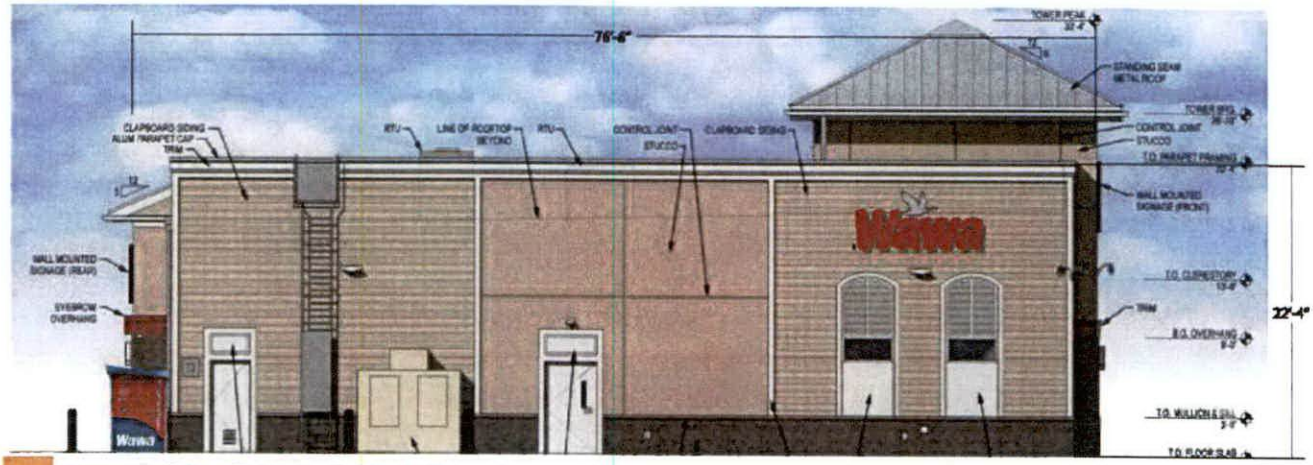
APPLICANT Davis Pilot Family Subdivision

REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

N

NTS

DETAIL SITE PLAN



Proposed Condition Left (East) Elevation

Scale: 3/32"=1'-0"

APPLICATION NUMBER 7 DATE June 16, 2022

APPLICANT Davis Pilot Family Subdivision

REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

N

NTS

DETAIL SITE PLAN

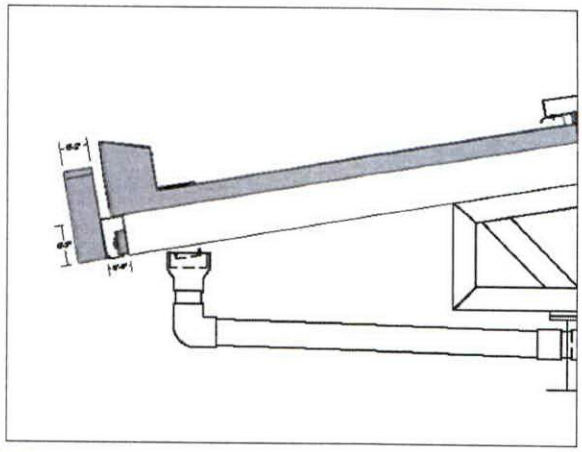
F 5" Deep Front Lit LED Illuminated Letters & Logo (on 4" x 7" Extruded Raceway) - Right Side

SCALE: 1" = 1'-0"
SQ FT: 9.02'

Color Reference

- RED JEWELITE
- .080" #2793 RED FLAT ACRYLIC FACES FOR LETTERS
- PAINT TO MATCH ATAS INT TITANIUM
- ARZZO NOBEL WHITE RACEWAY
- PAINT TO MATCH ATAS INT TITANIUM METALLIC SILVER WITH GLOSS FINISH (RETURNS)





Self-Contained Flush Mount Canopy Sign (Side View)

Scale: 3/4" = 1'-0"

APPLICATION NUMBER 7 DATE June 16, 2022

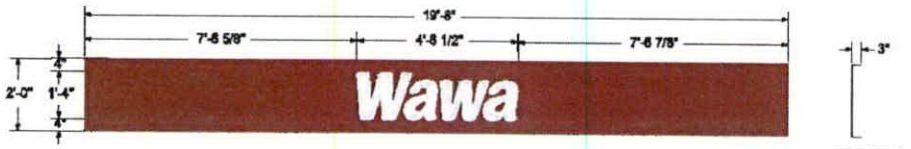
APPLICANT Davis Pilot Family Subdivision

REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

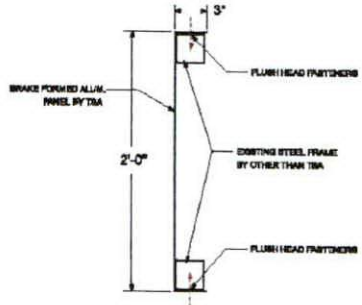
N

NTS

DETAIL SITE PLAN

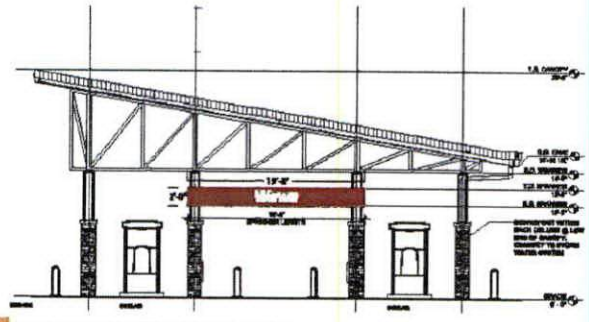


G D/F Brake Formed Aluminum Gas Pump Canopy Spanner Panel - DOUBLE PUMP
COPY AREA = 6.04 SF
SCALE: 3/8" = 1'-0"

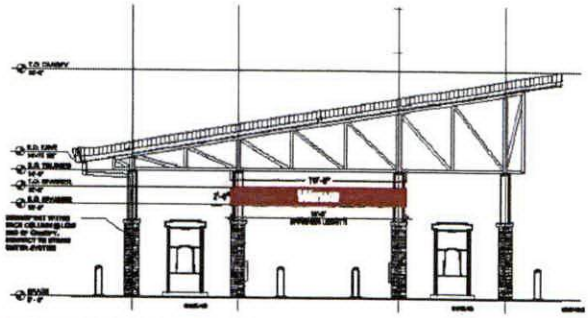


Mounting Detail

Color Reference



Pump Elevation View- East Elevation
SCALE: 3/32" = 1'-0"

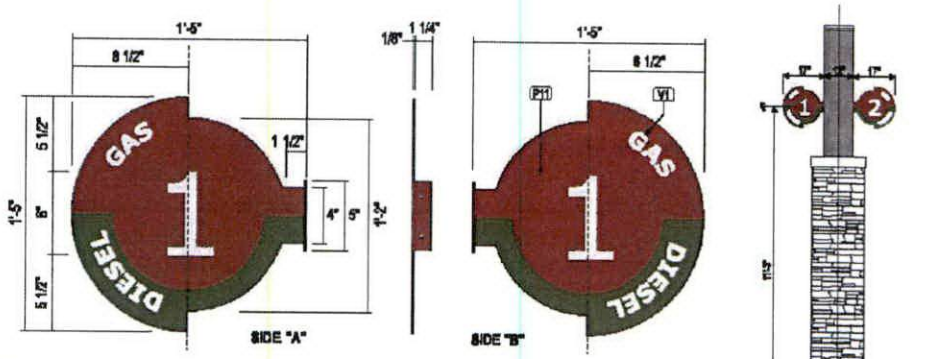


Pump Elevation View- West Elevation
SCALE: 3/32" = 1'-0"

APPLICATION NUMBER 7 DATE June 16, 2022
APPLICANT Davis Pilot Family Subdivision
REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

N
NTS

DETAIL SITE PLAN

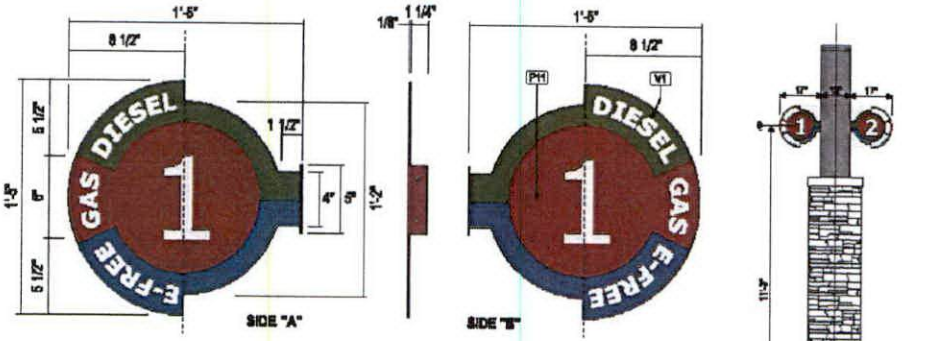


H DETAIL @ D/F PUMP INDICATOR SIGN - GAS & DIESEL
QTY: 1
ALUMINUM FACES PAINTED RED & GREEN.
WHITE VINYL COPY & NUMBERS.
FONT STYLE: VERDANA

SCALE: 1 1/2"=1'-0"

SIDE ELEVATION DETAIL @ CANOPY COLUMN

Color Reference
- TO MATCH RED PMS 187C SATIN FINISH
- TO MATCH GREEN PMS 377C SATIN FINISH
- 3M 7725-10 WHITE



I DETAIL @ D/F PUMP INDICATOR SIGN - E-FREE, GAS & DIESEL
QTY: 1
ALUMINUM FACES PAINTED RED, BLUE AND GREEN.
WHITE VINYL COPY & NUMBERS.
FONT STYLE: VERDANA

SCALE: 1 1/2"=1'-0"

SIDE ELEVATION DETAIL @ CANOPY COLUMN

Color Reference
- TO MATCH RED PMS 187C SATIN FINISH
- TO MATCH BLUE PMS 7468C SATIN FINISH
- TO MATCH GREEN PMS 377C SATIN FINISH
- 3M 7725-10 WHITE

APPLICATION NUMBER 7 DATE June 16, 2022

APPLICANT Davis Pilot Family Subdivision

REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Sponsored by:

Councilmember Penn

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	8/4/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/4/2022 - 11:31 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 2100 North University Boulevard
(East side of North University Boulevard at the east terminus of Mickey Drive)

Pursuant to Resolution of the Mobile, Alabama City Council adopted July 19, 2022, a public hearing will be held on the 9th day of August, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 2100 North University Boulevard (east side of North University Boulevard at the east terminus of Mickey Drive), from R-1, Single-Family Residential District, to B-2, Neighborhood Business District.

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

Lisa C. Lambert
City Clerk

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

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

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

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 2 WEST, THENCE RUN N89°51'14"W FOR A DISTANCE OF 1211.63 FEET TO A POINT ON THE ARC OF A CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 11399.15' AND A DELTA ANGLE OF 002°56'35"; THENCE ALONG SAID CURVE FOR A LENGTH OF 585.51 FEET (CHORD BEARS S00°52'08"W,585.45') TO A CAPPED REBAR FOUND, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE, HAVING A RADIUS OF 11399.15' AND A DELTA ANGLE OF 001°00'45"; THENCE ALONG SAID CURVE FOR A LENGTH OF 201.44 FEET (CHORD BEARS S00°05'47"E,201.44') TO A CONCRETE MONUMENT FOUND. THENCE, S00°01'13"E FOR A DISTANCE OF 398.57 FEET TO A POINT (THE PREVIOUS THREE COURSES BEING COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF NORTH UNIVERSITY BLVD); THENCE, S89°51'24"E FOR A DISTANCE OF 1088.00 FEET TO A POINT; THENCE, N00°01'13"W FOR A DISTANCE OF 600.00 FEET TO A POINT; THENCE, N89°51'24"W FOR A DISTANCE OF 1088.27 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 14.988 ACRES MORE OR LESS.

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 9th day of August, 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 22nd day of July, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **2100 North University Boulevard** (East side of North University Boulevard at the East terminus of Mickey Drive).

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

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

AN ORDINANCE **2022**

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

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

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

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 2 WEST, THENCE RUN N89°51'14"W FOR A DISTANCE OF 1211.63 FEET TO A POINT ON THE ARC OF A CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 11399.15' AND A DELTA ANGLE OF 002°56'35"; THENCE ALONG SAID CURVE FOR A LENGTH OF 585.51 FEET (CHORD BEARS S00°52'08"W,585.45') TO A CAPPED REBAR FOUND, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE, HAVING A RADIUS OF 11399.15' AND A DELTA ANGLE OF 001°00'45"; THENCE ALONG SAID CURVE FOR A LENGTH OF 201.44 FEET (CHORD BEARS S00°05'47"E,201.44') TO A CONCRETE MONUMENT FOUND. THENCE, S00°01'13"E FOR A DISTANCE OF 398.57 FEET TO A POINT (THE PREVIOUS THREE COURSES BEING COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF NORTH UNIVERSITY BLVD); THENCE, S89°51'24"E FOR A DISTANCE OF 1088.00 FEET TO A POINT; THENCE, N00°01'13"W FOR A DISTANCE OF 600.00 FEET TO A POINT; THENCE, N89°51'24"W FOR A DISTANCE OF 1088.27 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 14.988 ACRES MORE OR LESS.

The classification of said property is hereby changed from **R-1, Single-Family Residential District, to B-2, Neighborhood Business District, for Lot 2 of a proposed subdivision,** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-2, Neighborhood Business District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided,

however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business District** until all of the conditions set forth below have been complied with: **1) Completion of the Subdivision process; 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

Matthew Roberts
2100 North University Boulevard
(East side of North University Boulevard at the East terminus of Mickey Drive)
Council District 1
Cory Penn

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 5, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on March 17, 2022 considered the request of **Matthew Roberts** for a change in zoning from **R-1, Single-Family Residential District, to B-2, Neighborhood Business District, for Lot 2 of a proposed subdivision** for the property located at **2100 North University Boulevard** (East side of North University Boulevard at the East terminus of Mickey Drive).

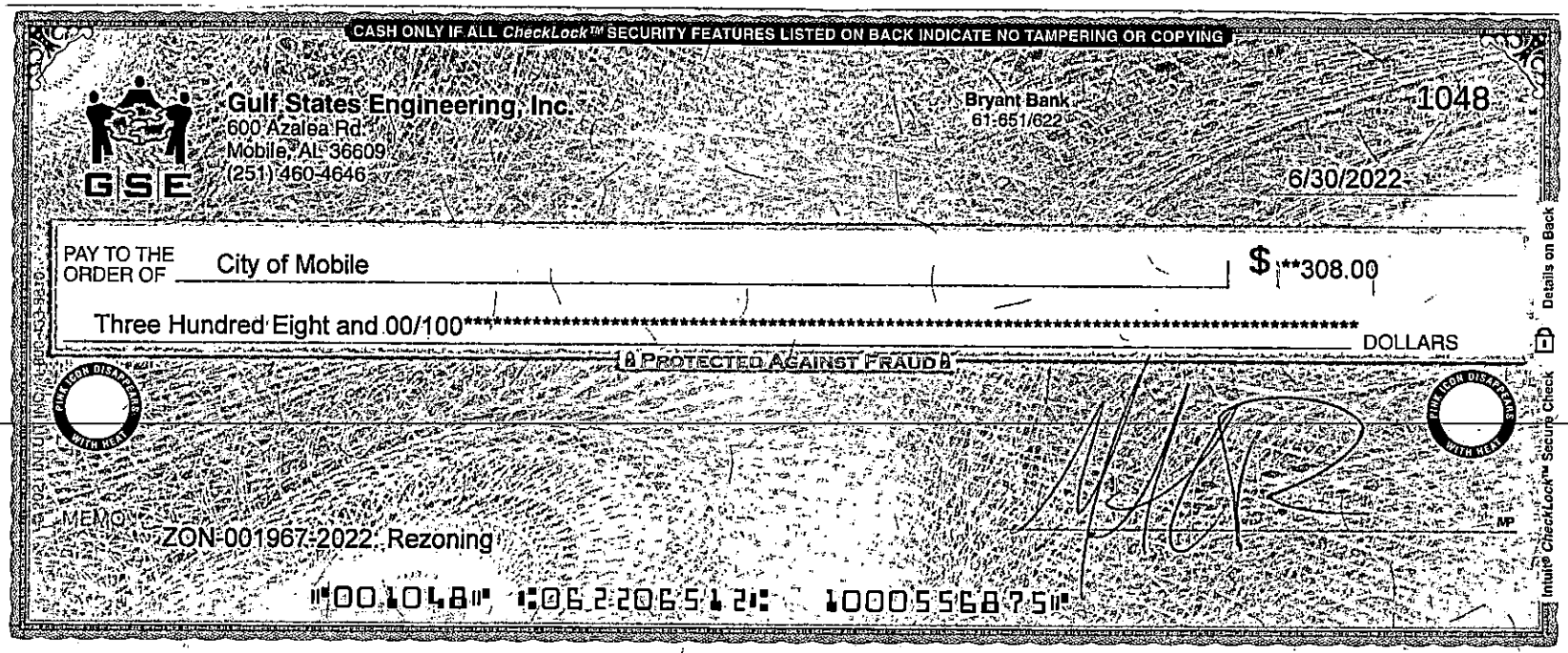
After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning &Zoning Department

tms
Attachments



Gulf States Engineering, Inc.				1048
City of Mobile			6/30/2022	
5040 · Project Expenses	Rezoning Application Advertising Fee			308.00

Bryant Bank Checking ZON-001967-2022: Rezoning 308.00

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
UPDATED
June 23, 2022

Stephanie Groves
Gulf States Engineering
600 Azalea Road
Mobile, Alabama 36609

Re: **2100 North University Boulevard**
(East side of North University Boulevard at the East terminus of Mickey Drive).
Council District 1
ZON-001967-2022 (Rezoning)
Matthew Roberts
Rezoning from R-1, Single-Family Residential District, to B-2, Neighborhood Business District, for Lot 2 of a proposed subdivision.

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

At its meeting on March 17, 2022, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission moved to recommend approval of the rezoning to the City Council for the following reasons:

1) **There is a need to increase the number of sites available to business or industry; and**
2) **The subdivision of land into building sites makes reclassification of the land necessary and desirable.**

The rezoning should be subject to the following conditions:

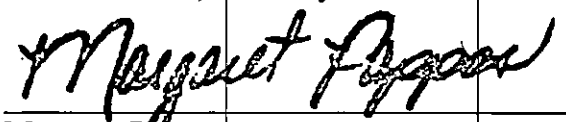
1) **Completion of the Subdivision process; and**
2) **Full compliance with all municipal codes and ordinances.**

The advertising fee for this application is $308.00. Upon submittal 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

LEGAL DESCRIPTION FOR LOT 2

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 2 WEST, THENCE RUN N89°51'14"W FOR A DISTANCE OF 1211.63 FEET TO A POINT ON THE ARC OF A CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 11399.15' AND A DELTA ANGLE OF 002°56'35"; THENCE ALONG SAID CURVE FOR A LENGTH OF 585.51 FEET (CHORD BEARS S00°52'08"W,585.45') TO A CAPPED REBAR FOUND, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE, HAVING A RADIUS OF 11399.15' AND A DELTA ANGLE OF 001°00'45"; THENCE ALONG SAID CURVE FOR A LENGTH OF 201.44 FEET (CHORD BEARS S00°05'47"E,201.44') TO A CONCRETE MONUMENT FOUND. THENCE, S00°01'13"E FOR A DISTANCE OF 398.57 FEET TO A POINT (THE PREVIOUS THREE COURSES BEING COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF NORTH UNIVERSITY BLVD); THENCE, S89°51'24"E FOR A DISTANCE OF 1088.00 FEET TO A POINT; THENCE, N00°01'13"W FOR A DISTANCE OF 600.00 FEET TO A POINT; THENCE, N89°51'24"W FOR A DISTANCE OF 1088.27 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 14.988 ACRES MORE OR LESS.

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 24, 2022

Stephanie Groves
Gulf States Engineering
600 Azalea Road
Mobile, Alabama 36609

Re: **2100 North University Boulevard**
(East side of North University Boulevard at the East terminus of Mickey Drive).
Council District 1
ZON-001967-2022 (Rezoning)
Matthew Roberts
Rezoning from R-1, Single-Family Residential District, to B-2, Neighborhood Business District, for Lot 2 of a proposed subdivision.

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

At its meeting on March 17, 2022, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission moved to recommend approval of the rezoning to the City Council for the following reasons:

1) **There is a need to increase the number of sites available to business or industry; and**
2) **The subdivision of land into building sites makes reclassification of the land necessary and desirable.**

The rezoning should be subject to the following conditions:

1) **Completion of the Subdivision process; and**
2) **Full compliance with all municipal codes and ordinances.**

The advertising fee for this application cannot be calculated until a revised legal description is received for Lot 2 to be rezoned. Upon receipt of the revised legal description, we will calculate the advertising fee. Upon submittal 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.

ZON-001967-2022 MATTHEW ROBERTS
March 24, 2022

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

MARCH 4, 2022

PUBLIC HEARING NOTICE

Re: **2100 North University Boulevard**
(East side of North University Boulevard at the East terminus of Mickey Drive).
Council District 1
ZON-001967-2022
Matthew Roberts
Rezoning from R-1, Single-Family Residential District, to B-2, Neighborhood Business District, for Lot 2 of a proposed subdivision.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, March 17, 2022, at 2:00 p.m.** to consider your above referenced application.

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, March 16, 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

March 4, 2022

PUBLIC HEARING NOTICE

Re: **2100 North University Boulevard**
(East side of North University Boulevard at the East terminus of Mickey Drive).
Council District 1
ZON-001967-2022
Matthew Roberts
Rezoning from R-1, Single-Family Residential District, to B-2, Neighborhood Business District, for Lot 2 of a proposed subdivision.

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, March 17, 2022, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from R-1, Single-Family Residential District, 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, March 16, 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 Procedures 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.

City of Mobile · Planning & Zoning

Planning Commission Application

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

APPLICATION TYPE AND FEES

☒ **Zoning Change**
$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.

Matthew Roberts
Name

Matthew.Roberts@gseeng.com
Email

600 Azalea Road, Mobile, AL 36609
Full Address (Street, City, State, Zip)

251-460-4646
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.

Thomas E. Hartley
Name

Name (other owners, optional)

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

2100 N University Blvd, Mobile, AL 36618
Property Address

R022802031000001.00/R022801022000053.00
Parcel Number

52.224 Acres
Property Area (acres or square feet)

R-1 (Overall)
Present Zoning

B-2 (Lot 2) (Lot 1 to remain R-1)
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 2022-02-07

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 2022-02-07

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)
- N/A ☐ 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.

FW: Hartley Events Center

Matthew Roberts <matthew.roberts@gseeng.com>
Wed 2/2/2022 5:12 PM
To: Shae Adams <shae.adams@gseeng.com>

From: DEBBIE HARTLEY <mrsthartley@gmail.com>
Sent: Wednesday, February 2, 2022 2:31 PM
To: Matthew Roberts <matthew.roberts@gseeng.com>
Subject: Re: Hartley Events Center

Yes sir!

We plan to build an event venue for corporate events, weddings, etc.

Yes sir please represent us!!!!

Is this sufficient or do you need more detail about the venue?

Sent from my iPhone

On Feb 2, 2022, at 8:43 AM, Matthew Roberts <matthew.roberts@gseeng.com> wrote:

Good Morning Mrs.Debbie - As part of the zoning adjustment, the City has requested a description of the proposed re-zoned property use. Can you please provide that for me?

Also, I need your approval for GSE to represent you in the subdivision process for the "The Locale Phase 2" subdivision and rezone process. Responding to this email will suffice.

Thanks!

Matthew Roberts, PLS | Vice President
T: 251.460.4646 | C: 251.455.7618
Matthew.Roberts@GSEeng.com | www.GSEeng.com
Mobile, AL | Gulfport, MS | Nashville, TN
<image001.png>

CAUTION: This email originated outside of GSE. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you are unsure, please contact the sender directly before clicking or opening links.

RE: The Locale Phase Two
Parcel No. R022802031000001.00/R022801022000053.00
Rezoning of Lot 1 to B-2 (previously R-1)

Application Description:

"The Locale" will be an event center that hosts functions such as corporate events, weddings, parties, etc. The construction will include a building, associated parking, driveway access from N University Blvd, and any required stormwater detention facilities. Appropriate buffers will be provided adjacent to residential zoned properties. Construction will start once zoning platting and permitting are complete, in approximately three to four months. Construction duration is estimated to be six months.

MOBILE
600 AZALEA ROAD
MOBILE, AL 36609
T: 251.460.4646
F: 251.460.4649

GULFPORT
1816 PASS ROAD
GULFPORT, MS 39501
T: 228.864.5050
F: 228.864.7744

NASHVILLE
176 THOMPSON LN #200
NASHVILLE, TN 37211
T: 615.933.7888
F: 615.829.8491

WWW.GSEENG.COM

RE: The Locale Phase Two
Parcel No. R022802031000001.00/R022801022000053.00
Rezoning of Lot 1 to B-2 (previously R-1)

Zoning Statement:

Proposed change to B-2: Neighborhood business district. The proposed change of zoning classification to a portion of the subject property will allow an events center to be situated in such a way as to serve the surrounding residential communities. It will have minimal impact upon said communities. The adjacent property to the north is zoned B-1: Buffer Business, so business zoning has been allowed in the area.

The condition for allowing the rezoning is number 4, the subdivision of land into urban building sites makes reclassification necessary and desirable.

MOBILE
600 AZALEA ROAD
MOBILE, AL 36609
T: 251.460.4646
F: 251.460.4649

GULFPORT
1816 PASS ROAD
GULFPORT, MS 39501
T: 228.864.5050
F: 228.864.7744

NASHVILLE
176 THOMPSON LN #200
NASHVILLE, TN 37211
T: 615.933.7888
F: 615.829.8491

WWW.GSEENG.COM

RE: The Locale Phase Two
Parcel No. R022802031000001.00/R022801022000053.00
Rezoning of Lot 1 to B-2 (previously R-1)

GSE
Gulf States Engineering, Inc.

Plan Consistency Statement:

"The Locale" is located on N University Blvd, a minor arterial street according to the Major Street Plan map in Map for Mobile: Framework for Growth. The Future Land Use Map shows this area as Low Density Residential. The property directly to the north has been approved for a church and is under construction. The Locale will be an event venue for functions such as corporate events, weddings, etc. This center will serve the surrounding residential communities with minimal impact upon said communities.

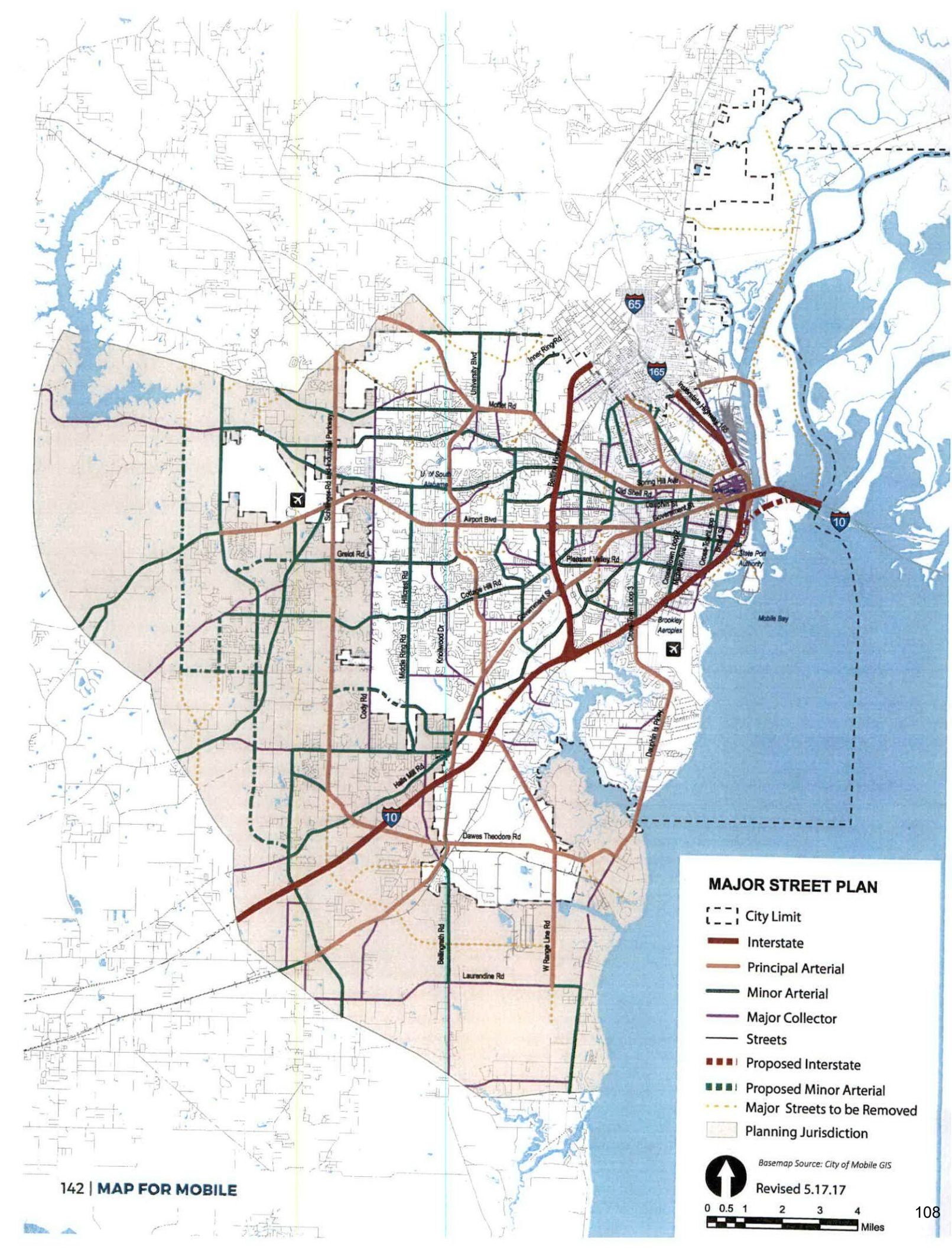
Major Street Plan, Future Land Use and Zoning Maps are attached.

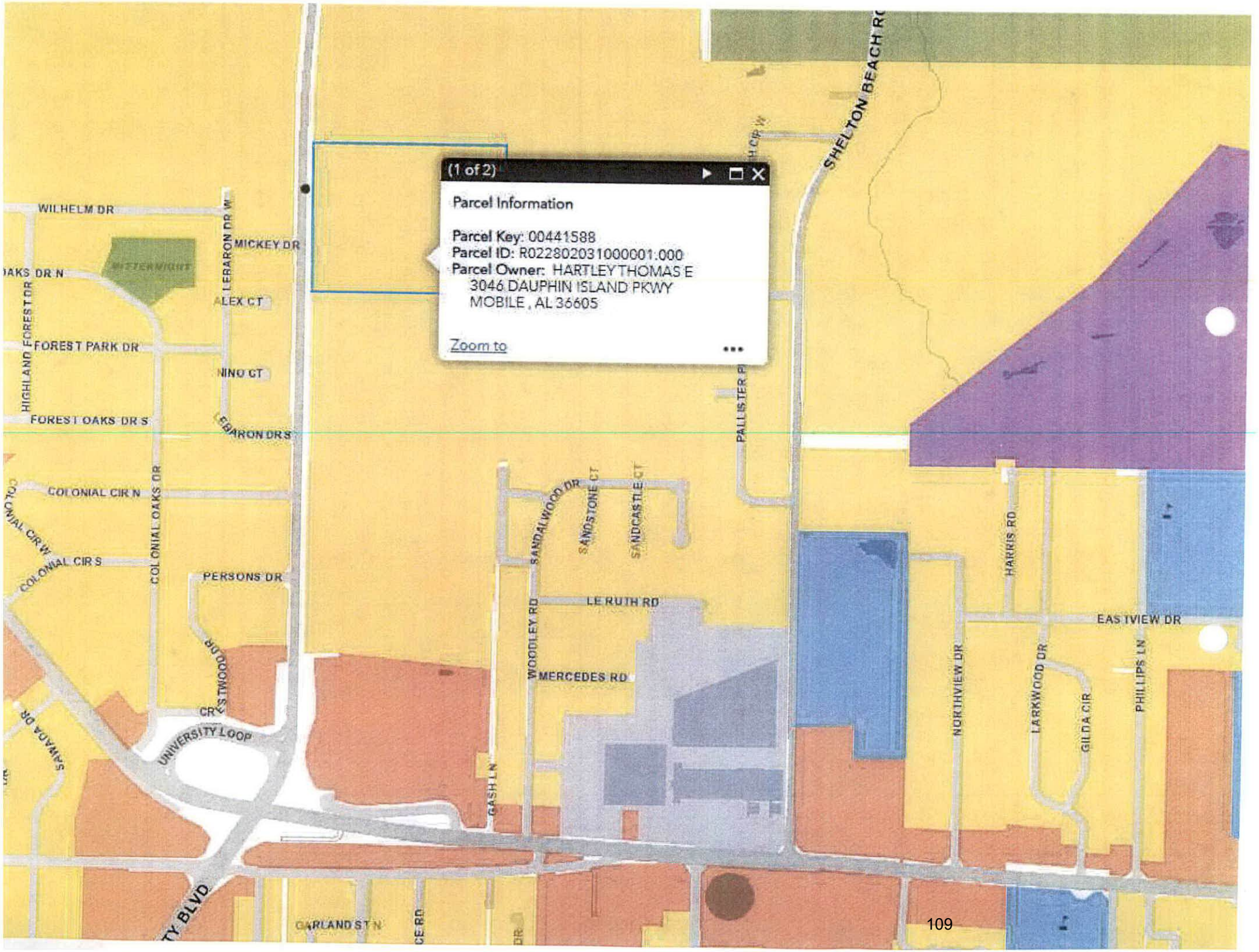
MOBILE
600 AZALEA ROAD
MOBILE, AL 36609
T: 251.460.4646
F: 251.460.4649

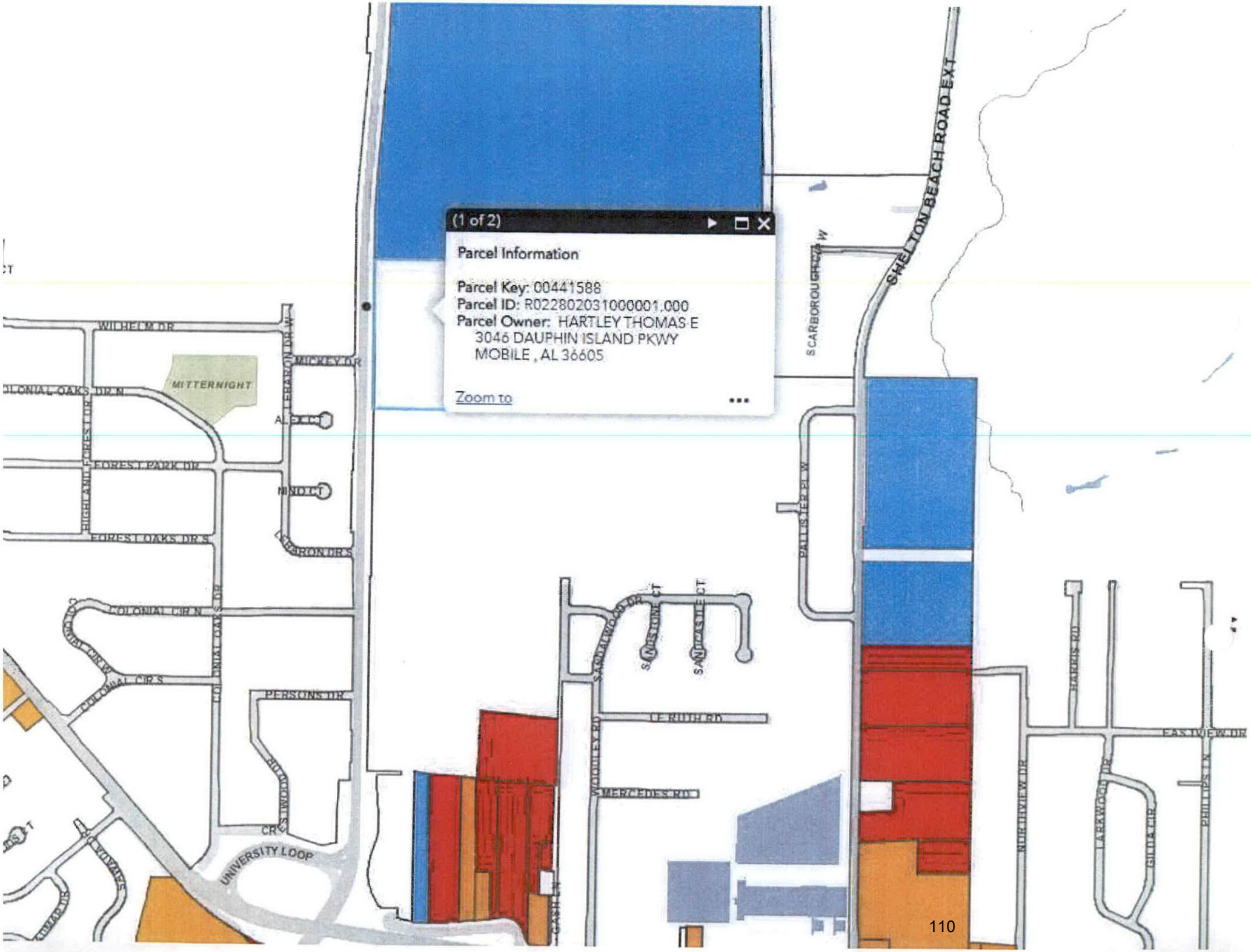
GULFPORT
1816 PASS ROAD
GULFPORT, MS 39501
T: 228.864.5050
F: 228.864.7744

NASHVILLE
176 THOMPSON LN #200
NASHVILLE, TN 37211
T: 615.933.7888
F: 615.829.8491

WWW.GSEENG.COM


MAJOR STREET PLAN
City Limit
Interstate
Principal Arterial
Minor Arterial
Major Collector
Streets
Proposed Interstate
Proposed Minor Arterial
Major Streets to be Removed
Planning Jurisdiction
Basemap Source: City of Mobile GIS
Revised 5.17.17
0 0.5 1 2 3 4
Miles
Inner Ring Rd
University Blvd
Moffet Rd
Schillinger Rd and Industrial Parkway
U. of South Alabama
Airport Blvd
Gwinn Rd
Hillcrest Rd
Cottage Hill Rd
Middle Ring Rd
Knollwood Dr
Cody Rd
Halls Mill Rd
Dawes Theodore Rd
Bellingrath Rd
Wi Range Line Rd
Laurendine Rd
Bellingrath Highway
Old Shell Rd
Dauphin St
Government St
Pleasant Valley Rd
Spring Hill Ave
Interstate Highway 165
Downtown Loop 1
Downtown Loop 2
Downtown Loop 3
Mobile Bay
Brookley Aeroplex
State Port Authority
Dauphin Island Pkwy
65
165
10
10


(1 of 2)
Parcel Information
Parcel Key: 00441588
Parcel ID: R022802031000001.000
Parcel Owner: HARTLEY THOMAS E
3046 DAUPHIN ISLAND PKWY
MOBILE , AL 36605
Zoom to
WILHELM DR
MICKEY DR
LEBARON DR W
ALEX CT
FOREST PARK DR
NINO CT
FOREST OAKS DR S
LEBARON DR S
HIGHLAND FOREST DR
COLONIAL CIR N
COLONIAL CIR S
COLONIAL OAKS DR
PERSONS DR
CRESTWOOD DR
UNIVERSITY LOOP
SAWMAN DR
GARLAND ST N
SANDALWOOD DR
SANDSTONE CT
SANDCASTLE CT
LE RUTH RD
WOODLEY RD
MERCEDES RD
GASH LN
PALLISTER PL
SHELTON BEACH RD
HARRIS RD
EASTVIEW DR
NORTHVIEW DR
LARKWOOD DR
GILDA CIR
PHILLIPS LN


(1 of 2)
Parcel Information
Parcel Key: 00441588
Parcel ID: R022802031000001.000
Parcel Owner: HARTLEY THOMAS E
3046 DAUPHIN ISLAND PKWY
MOBILE , AL 36605
Zoom to
SHELTON BEACH ROAD EXT
SCARBOROUGH DR W
WILHELM DR
MICKEY DR
MITTERNIGHT
COLONIAL OAKS DR N
FOREST PARK DR
FOREST OAKS DR S
COLONIAL CIR N
COLONIAL CIR S
PERSONS DR
UNIVERSITY LOOP
SANDALWOOD DR
SANDSTONE CT
SANDCASTLE CT
LE RUTH RD
MERCEDES RD
PALLISTER PL W
HARRIS RD
EASTVIEW DR
LARKWOOD DR
GILLIA CIR
PHILLIPS LN

RE: The Locale Phase Two
Parcel No. R022802031000001.00/R022801022000053.00
Rezoning of Lot 1 to B-2 (previously R-1)

Legal Description:

STATE OF ALABAMA
COUNTY OF MOBILE

COMMENCING AT A POINT AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 2 WEST, THENCE RUN SOUTH 89 DEGREES 51 MINUTES 14 SECONDS EAST, 1261.36 FEET TO A POINT ON THE WEST LINE OF A 60 FOOT UNITED GAS PIPELINE RIGHT OF WAY AS RECORDED IN REAL PROPERTY BOOK 656, PAGE 454 IN THE MOBILE COUNTY PROBATE COURT RECORDS; THENCE RUN SOUTH 00 DEGREES 03 MINUTES 56 SECONDS EAST, 585.29 FEET TO A CAPPED REBAR FOUND AND THE POINT OF BEGINNING; THENCE RUN SOUTH 00 DEGREES 03 MINUTES 49 SECONDS EAST, 749.62 FEET TO A CONCRETE MONUMENT FOUND; THENCE RUN SOUTH 00 DEGREES 12 MINUTES 33 SECONDS WEST, 149.88 FEET TO A CONCRETE MONUMENT FOUND; THENCE RUN SOUTH 89 DEGREES 35 MINUTES 38 SECONDS EAST, 60.23 FEET TO A CONCRETE MONUMENT FOUND; THENCE RUN SOUTH 00 DEGREES 18 MINUTES 10 SECONDS WEST, 67.37 FEET TO A CAPPED REBAR FOUND; THENCE NORTH 89 DEGREES 51 MINUTES 54 SECONDS WEST, 2542.08 FEET TO A CAPPED REBAR FOUND ON THE EAST RIGHT OF WAY LINE OF NORTH UNIVERSITY BOULEVARD; THENCE RUN NORTH 00 DEGREES 01 MINUTES 13 SECONDS WEST, ALONG SAID EAST RIGHT OF WAY LINE, 766.08 FEET TO A CONCRETE MONUMENT FOUND; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 11399.15 FEET, A CHORD THAT BEARS NORTH 00 DEGREES 05 MINUTES 47 SECONDS WEST, A DISTANCE OF 201.44 FEET TO A CAPPED REBAR FOUND; THENCE RUN SOUTH 89 DEGREES 51 MINUTES 24 SECONDS EAST, 2482.54 FEET TO THE POINT OF BEGINNING. SAID PARCEL IS LOCATED IN SECTIONS 2 AND 3, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA.

SAID PROPERTY BEING THAT SAME PROPERTY DESCRIBED AS THE LOCALE AND RECORDED AS INSTRUMENT NUMBER 2021076845 MCR.

SAID LANDS CONTAINING 55.224 ACRES (2,405,562 SQ. FT. ±)

Legal Description after Subdivision Plat Approval:

Lot 2, The Locale Phase Two Subdivision

GSE
Gulf States Engineering, Inc.

MOBILE
600 AZALEA ROAD
MOBILE, AL 36609
T: 251.460.4646
F: 251.460.4649

GULFPORT
1816 PASS ROAD
GULFPORT, MS 39501
T: 228.864.5050
F: 228.864.7744

NASHVILLE
176 THOMPSON LN #200
NASHVILLE, TN 37211
T: 615.933.7888
F: 615.829.8491

WWW.GSEENG.COM

NEESE THOMAS W SR 83.335 INT &
4153 HOLLY SPRINGS DR
MOBILE, AL 36693

RIGHTWAY CHRISTIAN CHURCH, AN ALABAMA NONPROFIT CORPORATION
4712 MOFFETT RD
MOBILE, AL 36618

HARTLEY THOMAS E
3046 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

WALKER LATISHA M CARTER
5200 MICKEY DR
MOBILE, AL 36618

WILLIAMS KAREN FAY
5224 WILHELM DR
MOBILE, AL 36618

ANDREWS STEPHANIE A & BETTY J DAWSON
5200 ALEX CT
MOBILE, AL 36618

LEE DENISE CAIN
9051 EASTWOOD DRIVE
SEMMES, AL 36575

GULF STATES ENGINEERING, INC
600 AZALEA ROAD
MOBLE, AL 36609

HARTLEY THOMAS E
3046 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

BRIGGS TIFFANY L
5204 MICKEY DRIVE
MOBILE, AL 36618

HYATT KENNETH LEE III &
KAYLEIGH-MARIE COLLEEN
5205 MICKEY DRIVE
MOBILE, AL 36618

COUCH VANESSA
5204 ALEX CT
MOBILE, AL 36618

MCDONALD SCOTT T
5205 ALEX COURT
MOBILE, AL 36618

NEESE HERMAN L
6903 HONEYBIRD MEADOW CIR
KATY, TX 77493

GULF STATES ENGINEERING, INC
600 AZALEA ROAD
MOBLE, AL 36609

SUBDIVISION & ZONING AMENDMENT STAFF REPORT Date: March 17, 2022

APPLICANT NAME Matthew Roberts

SUBDIVISION NAME The Locale Subdivision, Phase Two

LOCATION 2100 North University Boulevard
(East side of North University Boulevard at the East terminus of Mickey Drive).

CITY COUNCIL DISTRICT Council District 1

PRESENT ZONING R-1, Single-Family Residential District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 2 Lot/ 55.2± Acres

CONTEMPLATED USE Subdivision Approval to create one (1) legal lot of record from an existing metes-and-bounds parcel; and Rezoning from R-1, Single-Family Residential District to B-2, Neighborhood Business District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

ENGINEERING COMMENTS

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add a graphic scale.
C. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this

plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.

D. Check and revise PLAT NOTES #15 and #17 as they seem to be duplicates of PLAT NOTES #10 and #11.
E. Revise PLAT NOTE #15 to read "As shown on the 1984 aerial photo (FLIGHT 21 - #67) LOTS 1 & 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE and LOT 2 – NONE."
F. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.
G. After addressing all of the FINAL SUBDIVISION PLAT review comments provide the ORIGINAL (with all signatures except for the Planning Commission, Traffic Engineering, and City Engineer), one (1) copy, and a transmittal letter to the Engineering Permitting Department. They can be dropped off at 205 Government St. or mailed to PO Box 1827, Mobile, AL, 36633.
H. Provide a copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Engineering Dept. for review. No signatures are required on the drawing. Place the information for the Subdivision Plat on the PLAT Review sign-in sheet.
I. After addressing all of the FINAL SUBDIVISION PLAT review comments provide the red-line markup, the ORIGINAL (with all other signatures) and one (1) copy of the revised original (signatures not required) of the revised Final Plat to the Engineering Department. Place the information for the Subdivision Plat on the PLAT Review sign-in sheet.

Rezoning: No comments.

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

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.

TIME SCHEDULE FOR DEVELOPMENT Approximately three to four months.

REMARKS The applicant is requesting Subdivision Approval to create two (2) legal lots of record from one existing legal lot of record, and Rezoning from R-1, Single-Family Residential District to B-2, Neighborhood Business District for Lot 2 of the proposed subdivision.

The site has been given a Low Density Residential (LDR) 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.

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

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

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

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

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

The site was the subject of The Locale Subdivision, approved by the Commission at its September 16, 2021 meeting as a one-lot subdivision. It should be noted that the Final Plat was signed by Planning and Zoning and the plat was recorded in Probate Court, but the required five copies of the recorded plat were not submitted to Planning and Zoning. Therefore, should the subdivision application at hand be approved, the Final Plat should not be signed until five copies of the recorded plat for The Locale Subdivision are submitted to Planning and Zoning.

The site was also the subject of a Use Variance application to the Board of Zoning Adjustment, to allow an event center in an R-1, Single-Family Residential District, which was before the Board at its February 1, 2021 meeting, and was withdrawn by the applicant.

The applicant proposes to create two legal lots of record from one existing legal lot of record. The lot sizes are depicted in both square feet and acres on the plat, and exceed the minimum lot size requirements of Section V.D.2. of the Subdivision Regulations. If approved, the lot sizes in both square feet and acres should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information.

The site has frontage along North University Boulevard, a component of the Major Street Plan, with a planned and current 100-foot right-of-way width along the subject site frontage. Therefore, no dedication would be required. The right-of-way width of North University Boulevard should be retained on the Final Plat. As on the preliminary plat, the 25-foot minimum building setback line along North University Boulevard should be retained on the Final Plat, if approved.

The preliminary plat indicates a 20-foot sanitary sewer easement meandering within the Eastern portion of proposed Lot 1. Therefore, if approved, a note should be required on the Final Plat stating that no structures shall be constructed or placed within any easement without permission of the easement holder. The plat also indicates a 60-foot Gulf South Pipeline Company right-of-way adjacent to the East side of the site. If approved, a note should be required on the Final Plat stating that access to this right-of-way is denied.

As per the Traffic Engineering comments, the driveway number, size, location, and design are to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. A note should be required on the Final Plat stating these comments, if approved.

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 East, South and West across North University Boulevard by R-1, Single-Family Residential District zoning. Adjacent to the North is B-1, Buffer Business District.

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

> *"The Locale" will be an event center that hosts functions such as corporate events, weddings, parties, etc. The construction will include a building, associated parking, driveway access from N University Blvd, and any required stormwater detention facilities. Appropriate buffers will be provided adjacent to residential zoned properties. Construction will start once zoning platting and permitting are complete, in approximately three to four months. Construction duration is estimated to be six months.*

Section 64-9.A.2.a. of the Zoning Ordinance states that new B-2 districts should contain a minimum of two (2) acres, and the subject site exceeds the minimum size recommendations for the creation of a new B-2 district. The proposed use as an event center is allowed by right in a B-2 district.

It should be noted that the adjacent property to the North was rezoned from R-1 to B-1, Buffer Business, in 2020, for a proposed church and church school, along with Planning Approval to allow such in B-1.

The applicant is proposing to construct an event center on Lot 2, consisting of approximately 15 acres of the associated subdivision, thus it must be rezoned to allow such. No plans are proposed at this time for Lot 1, and it will remain zoned R-1. The site plan submitted indicates the event center surrounded by a circular parking area with driveway access to North University Boulevard.

The site plan does not provide any building size or parking calculations, dumpster provision or refuse collection information, or public sidewalk within the right-of-way. If the Rezoning is approved, such information will be required on a site plan submitted for construction permitting. No landscaping or tree planting calculations are provided. Therefore, it should be noted that the site will be required to fully comply with landscape area requirements, and tree plantings should be coordinated with staff to insure proper spacing for the trees to thrive. As the site plan appears to provide more than 25 parking spaces, it should be noted that a compliant photometric site plan will be required at the time of permitting. The site plan shows a separate "future office" to be located on the site. The applicant should be made aware that at such time as the "future office' is to be constructed, an Administrative Planned Unit Development will be required.

RECOMMENDATION

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

1) submittal to Planning and Zoning of five (5) copies of the recorded Final Plat for The Local Subdivision prior to signing the Final Plat;
2) retention of the lot sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
3) retention of the right-of-way width of North University Boulevard on the Final Plat;

4) retention of the 25-foot minimum building setback line along North University Boulevard;
5) placement of a note on the Final Plat stating that no structures shall be constructed or placed within any easement without permission of the easement holder;
6) placement of a note on the Final Plat stating that access to the Gulf South Pipeline Company right-of-way adjacent to the East side of the site is denied;
7) compliance with Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Add a graphic scale. C. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated. D. Check and revise PLAT NOTES #15 and #17 as they seem to be duplicates of PLAT NOTES #10 and #11. E. Revise PLAT NOTE #15 to read "As shown on the 1984 aerial photo (FLIGHT 21 - #67) LOTS 1 & 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE and LOT 2 – NONE." F. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing. G. After addressing all of the FINAL SUBDIVISION PLAT review comments provide the ORIGINAL (with all signatures except for the Planning Commission, Traffic Engineering, and City Engineer), one (1) copy, and a transmittal letter to the Engineering Permitting Department. They can be dropped off at 205 Government St. or mailed to PO Box 1827, Mobile, AL, 36633. H. Provide a copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Engineering Dept. for review. No signatures are required on the drawing. Place the information for the Subdivision Plat on the PLAT Review sign-in sheet. I. After addressing all of the FINAL SUBDIVISION PLAT review comments provide the red-line markup, the ORIGINAL (with all other signatures) and one (1) copy of the revised original (signatures not required) of the revised Final Plat to the Engineering Department. Place the information for the Subdivision Plat on the PLAT Review sign-in sheet.)*;
8) placement of a note on the Final Plat stating Traffic Engineering comments: (*Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.*);
9) compliance with the Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.); and*

10) compliance with the Fire Department comments: *All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.).*

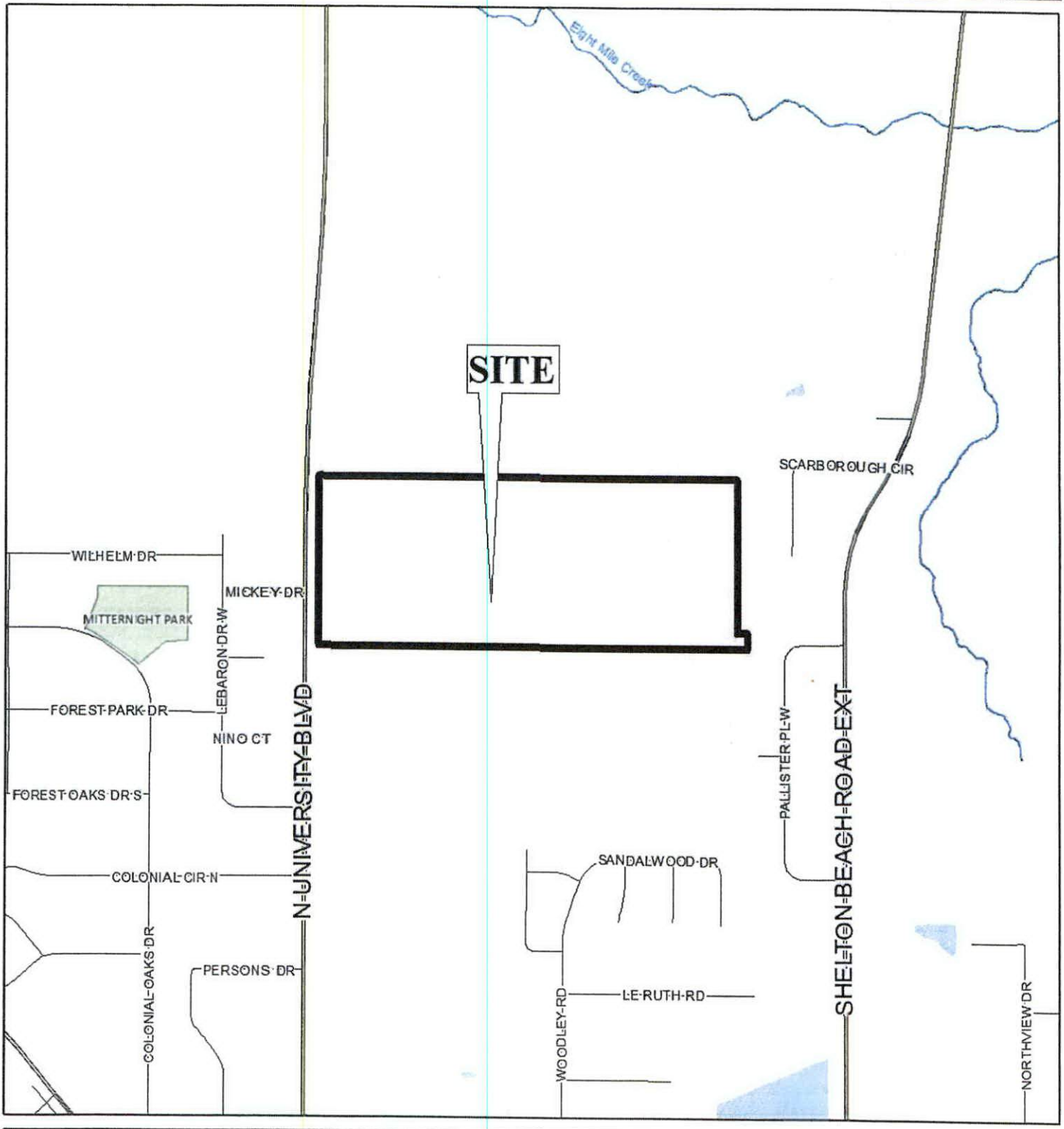
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

1) there is a need to increase the number of sites available to business or industry; and
2) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The rezoning should be subject to the following conditions:

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

LOCATOR MAP



APPLICATION NUMBER 10 DATE March 17, 2022

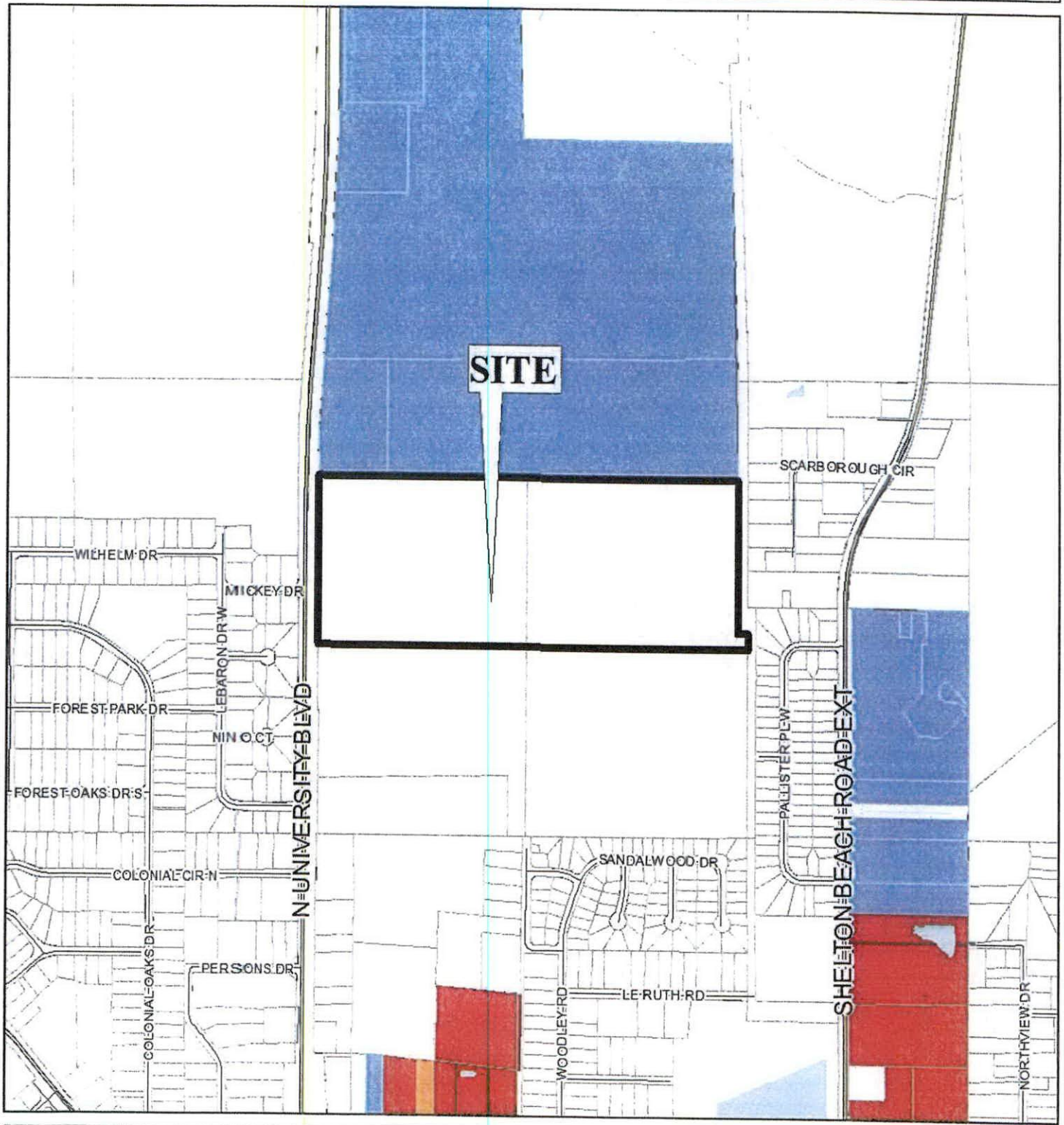
APPLICANT The Locale Subdivision, Phase Two

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

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE March 17, 2022

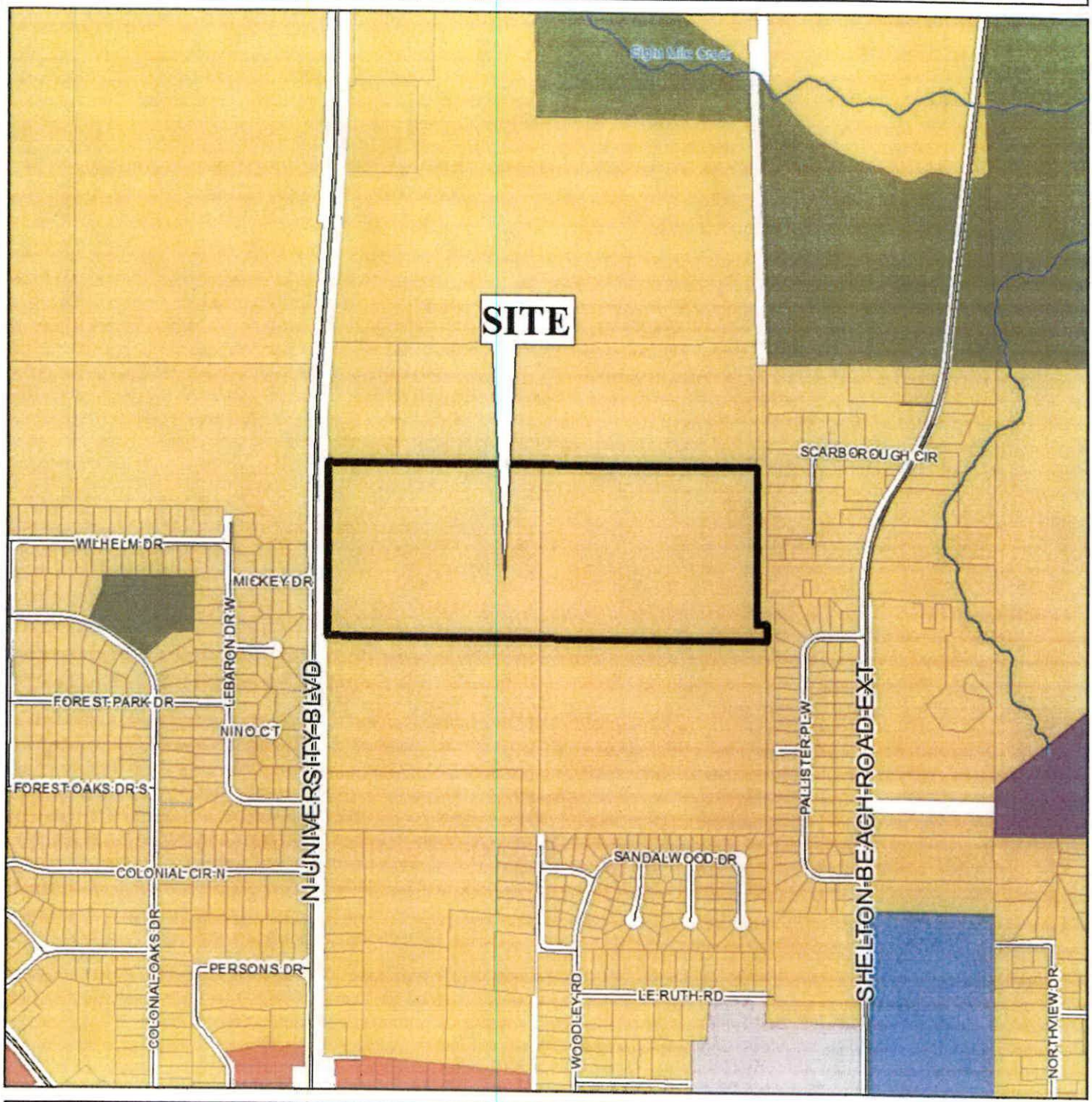
APPLICANT The Locale Subdivision, Phase Two

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE March 17, 2022

APPLICANT The Locale Subdivision, Phase Two

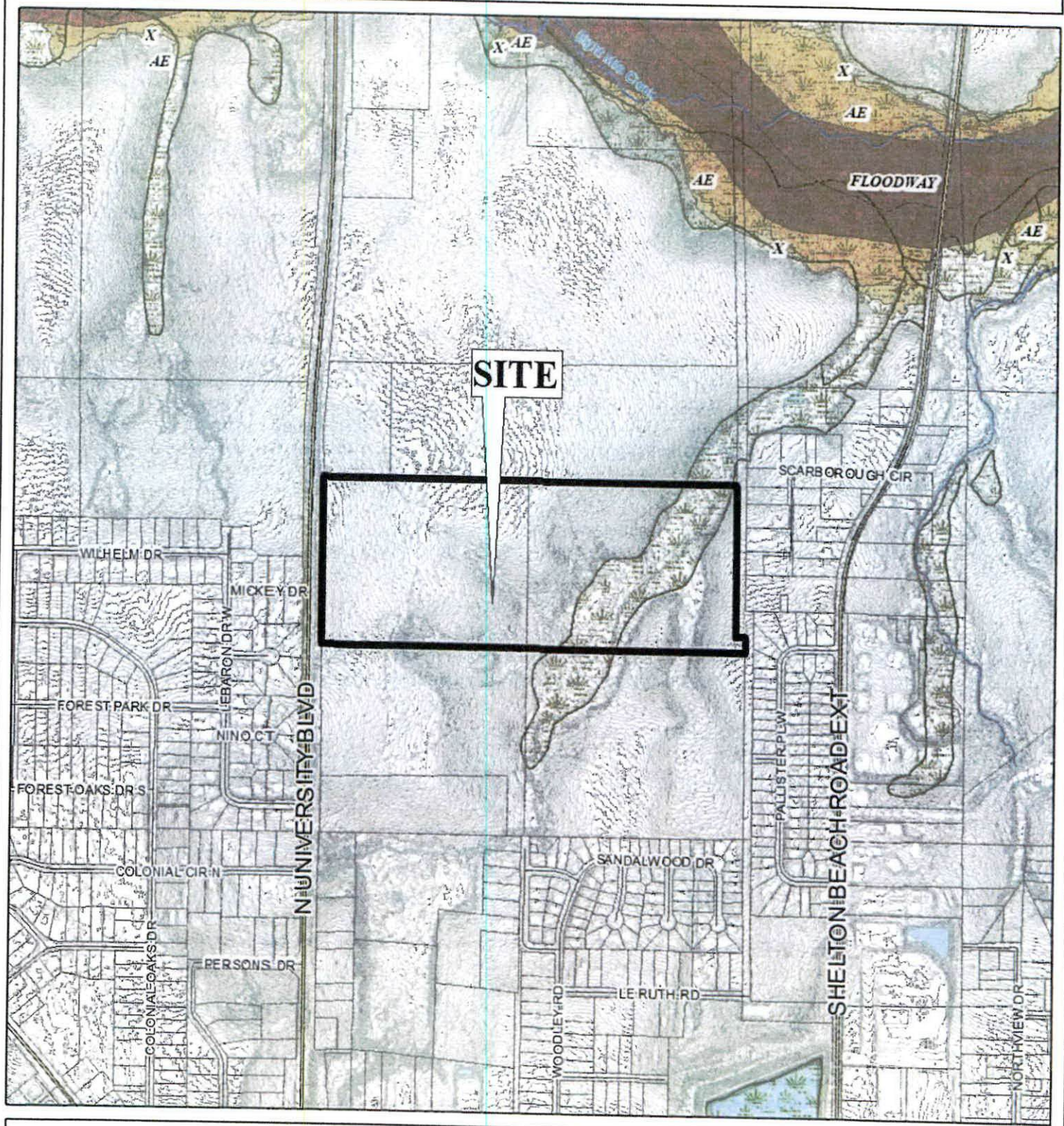
REQUEST Subdivision, Rezoning from R-1 to B-2 and R-1

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 10 DATE March 17, 2022

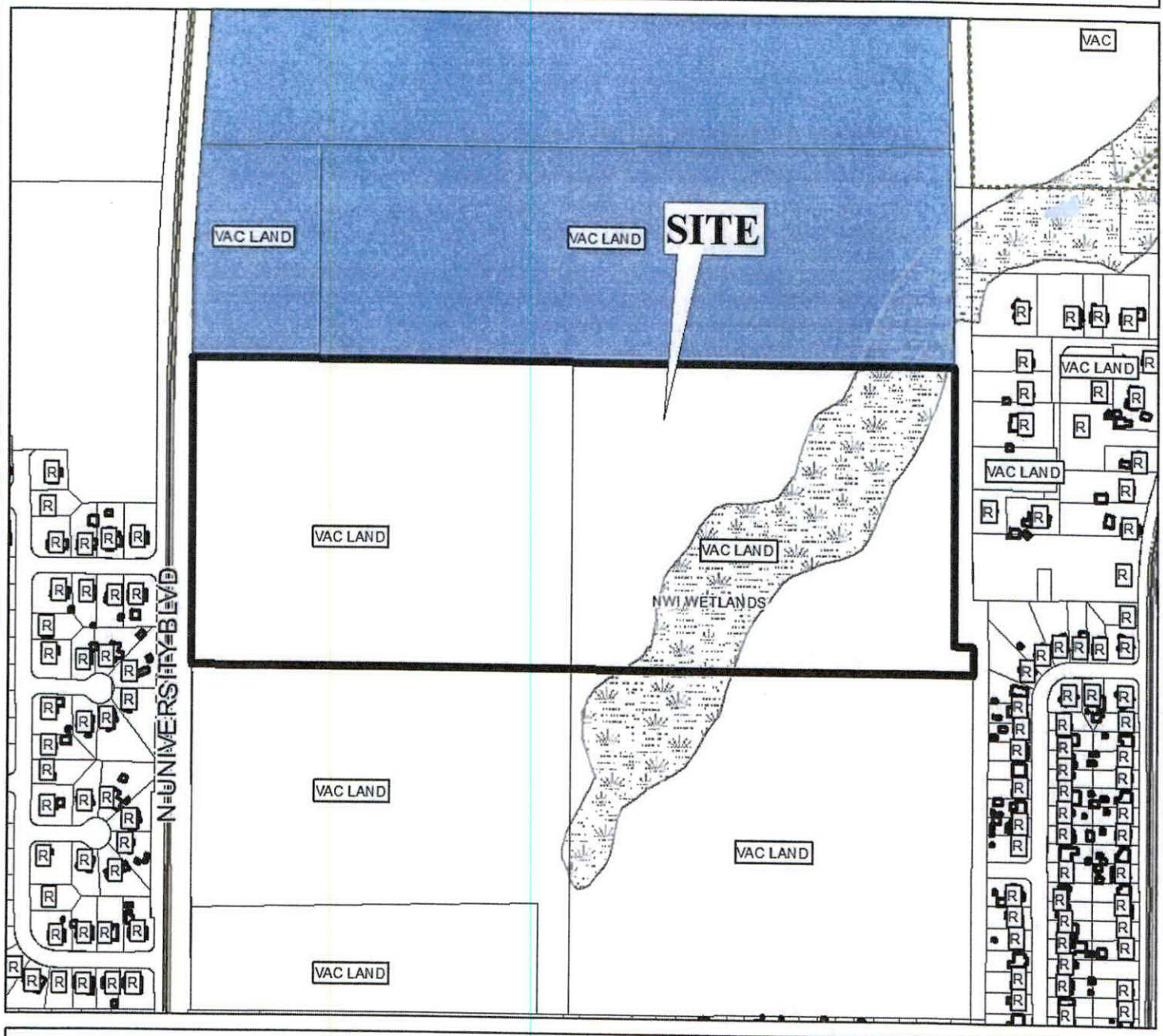
APPLICANT The Locale Subdivision, Phase Two

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by single family residential units.

APPLICATION NUMBER 10 DATE March 17, 2022

APPLICANT The Locale Subdivision, Phase Two

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

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by single family residential units.

APPLICATION NUMBER 10 DATE March 17, 2022

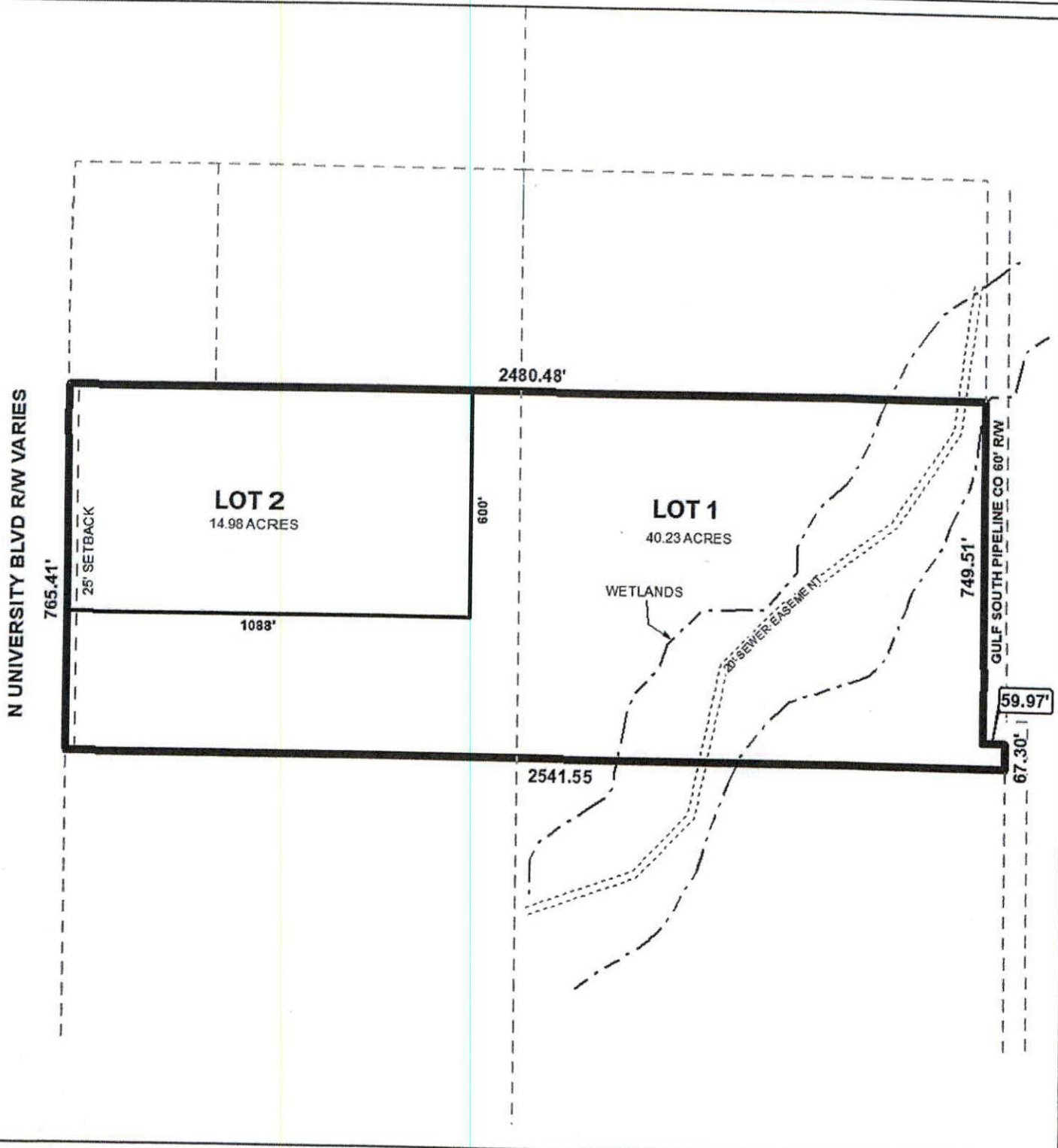
APPLICANT The Locale Subdivision, Phase Two

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE March 17, 2022

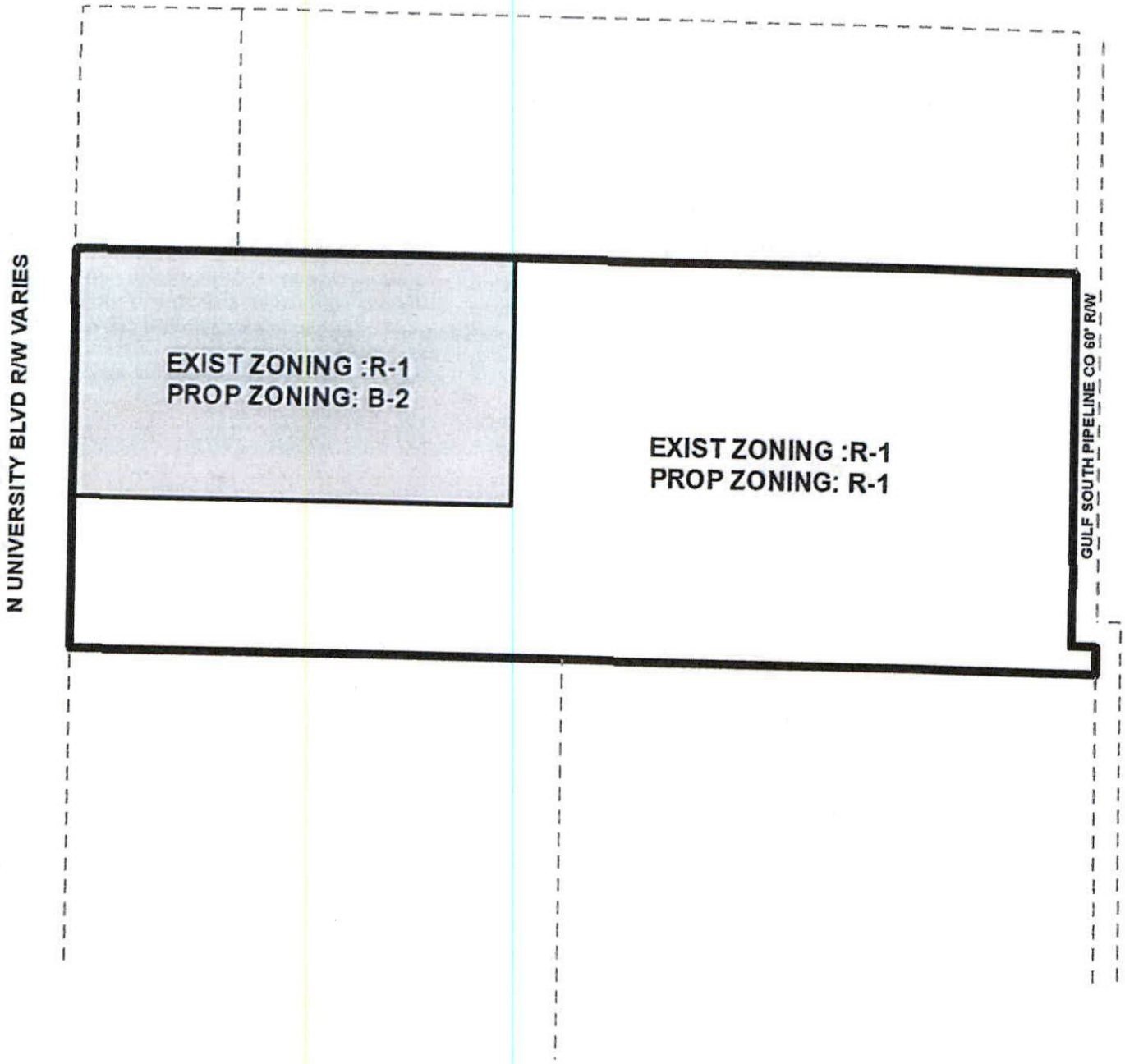
APPLICANT The Locale Subdivision, Phase Two

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE March 17, 2022

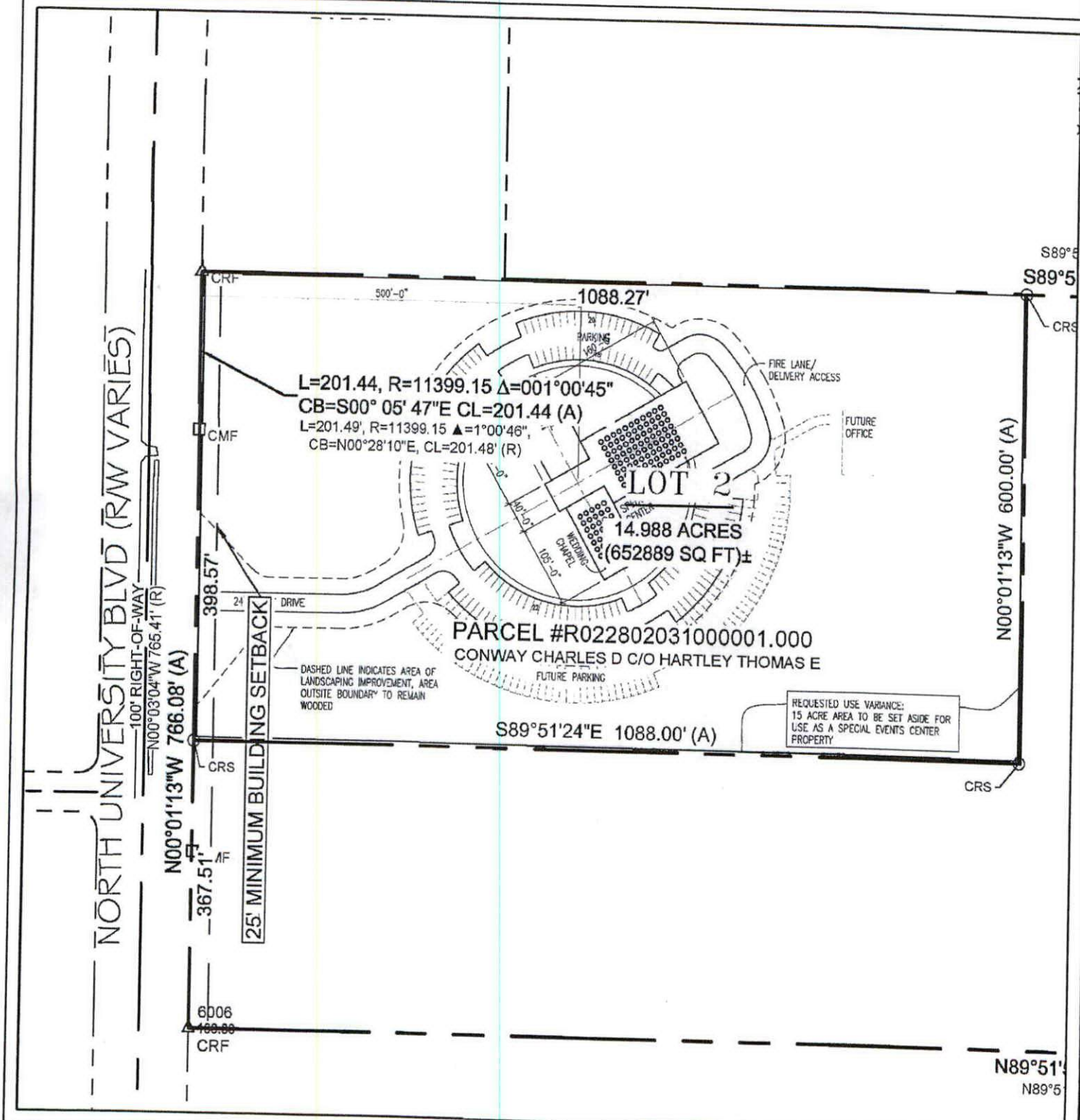
APPLICANT The Locale Subdivision, Phase Two

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE March 17, 2022

APPLICANT The Locale Subdivision, Phase Two

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

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase orders for fuel.

General fund.

Amount of Contract:
Total of all is $132,862.88

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20220729 Agenda Package Fuel POs	Cover Memo	7/29/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/4/2022 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
13106	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$24,620.54	(279229) PETROLEUM TRADERS CORPORATION
13107	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$24,620.54	(279229) PETROLEUM TRADERS CORPORATION
13109	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$27,448.00	(279229) PETROLEUM TRADERS CORPORATION
13110	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$27,748.80	(279229) PETROLEUM TRADERS CORPORATION
13111	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$28,425.00	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00013106-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8220.00 GALLON	2.99000	24577.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			24577.80
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8220.00 EACH	0.00520	42.74
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.74

Bill To	Requisition 00013106-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
WILLIAM BUSH

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 24620.54

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	24620.54	197184.38
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	07/28/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	07/28/22	DONALD ROSE	Auto approved by: 9105neej
Approved	07/28/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	07/28/22	JOHN PAINE	Auto approved by: 9105neej
Approved	07/28/22	JAMES NEESE JR	

Bill To	Requisition 00013106-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00013107-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8220.00 GALLON	2.99000	24577.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			24577.80
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8220.00 EACH	0.00520	42.74
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.74

Bill To	Requisition 00013107-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
WILLIAM BUSH

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 24620.54

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	24620.54	197184.38
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	07/28/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	07/28/22	DONALD ROSE	Auto approved by: 9105neej
Approved	07/28/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	07/28/22	JOHN PAINE	Auto approved by: 9105neej
Approved	07/28/22	JAMES NEESE JR	

Bill To	Requisition 00013107-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00013109-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7520.00 GALLON	3.65000	27448.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			27448.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7520.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00013109-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
WILLIAM BUSH

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 27448.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	27448.00	197184.38
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	07/28/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	07/28/22	DONALD ROSE	Auto approved by: 9105neej
Approved	07/28/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	07/28/22	JOHN PAINE	Auto approved by: 9105neej
Approved	07/28/22	JAMES NEESE JR	

Bill To	Requisition 00013109-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00013110-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7520.00 GALLON	3.69000	27748.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			27748.80
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7520.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00013110-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
WILLIAM BUSH

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 27748.80

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	27748.80	197184.38
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	07/28/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	07/28/22	DONALD ROSE	Auto approved by: 9105neej
Approved	07/28/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	07/28/22	JOHN PAINE	Auto approved by: 9105neej
Approved	07/28/22	JAMES NEESE JR	

Bill To	Requisition 00013110-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00013111-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	3.79000	28425.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			28425.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00013111-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
WILLIAM BUSH

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 28425.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	28425.00	197184.38
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	07/29/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	07/29/22	DONALD ROSE	Auto approved by: 9105neej
Approved	07/29/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	07/29/22	JOHN PAINE	Auto approved by: 9105neej
Approved	07/29/22	JAMES NEESE JR	

Bill To	Requisition 00013111-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000002**

NOT TO EXCEED AMOUNT:

Begin Date: 10/01/2017
Expiration Date: 09/30/2022
Solicitation Number:
Award Date:
Modification Date: 08/03/21

Procurement Folder: 368619
Procurement Type: Master Agreement
Replaces Award Document:
Replaced by Award Document:
Version Number: 6

CONTACT INFORMATION

REQUESTOR:
Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

ISSUER:
Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

BUYER:
Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046401: Petroleum Traders Corp

PO Box 2357

Fort Wayne IN 46801-2357

Contact:

Gayle Newton
2604326622
Gnewton@Petroleumtraders.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
AUTAUGA, GASOLINE, 8,200 > GALLONS
AUTAUGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0106 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0106).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	$0.002100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
AUTAUGA, DIESEL, 7,500 > GALLONS
AUTAUGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	$0.002300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BALDWIN, DIESEL, 7,500 > GALLONS
BALDWIN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	$0.018500	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BARBOUR, GASOLINE, 8,200 > GALLONS
BARBOUR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	$0.036500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BARBOUR, DIESEL, 7,500 > GALLONS
BARBOUR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	$0.016200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BIBB, GASOLINE, 8,200 > GALLONS
BIBB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BLOUNT, GASOLINE, 8,200 > GALLONS
BLOUNT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0225 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0225).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BLOUNT, DIESEL, 7,500 > GALLONS
BLOUNT, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0032 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0032).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total

COMMODITY / SERVICE INFORMATION								
9	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BULLOCK, GASOLINE, 8,200 > GALLONS
BULLOCK, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BULLOCK, DIESEL, 7,500 > GALLONS
BULLOCK, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BUTLER, GASOLINE, 8,200 > GALLONS
BUTLER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	$0.014700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BUTLER, DIESEL, 7,500 > GALLONS
BUTLER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CALHOUN, GASOLINE, 8,200 > GALLONS
CALHOUN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0126 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0126).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	$0.007700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CALHOUN, DIESEL, 7,500 > GALLONS
CALHOUN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	$0.025900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHAMBERS, DIESEL, 7,500 > GALLONS
CHAMBERS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHEROKEE, GASOLINE, 8,200 > GALLONS
CHEROKEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0041 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0041).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	GAL	$0.023600	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
CHEROKEE, DIESEL, 7,500 > GALLONS
CHEROKEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHILTON, GASOLINE, 8,200 > GALLONS
CHILTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0026 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0026).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	GAL	$0.012200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHILTON, DIESEL, 7,500 > GALLONS
CHILTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	GAL	$0.018900	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHOCTAW, GASOLINE, 8,200 > GALLONS
CHOCTAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHOCTAW, DIESEL, 7,500 > GALLONS
CHOCTAW, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CLAY, GASOLINE, 8,200 > GALLONS
CLAY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CLAY, DIESEL, 7,500 > GALLONS
CLAY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CLEBURNE, GASOLINE, 8,200 > GALLONS
CLEBURNE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0068 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0068).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	GAL	$0.013600	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
CLEBURNE, DIESEL, 7,500 > GALLONS
CLEBURNE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	GAL	$0.015200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COFFEE, GASOLINE, 8,200 > GALLONS
COFFEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0	GAL	$0.032800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COFFEE, DIESEL, 7,500 > GALLONS
COFFEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0	GAL	$0.007300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COLBERT, GASOLINE, 8,200 > GALLONS
COLBERT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0	GAL	$0.030300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COLBERT, DIESEL, 7,500 > GALLONS
COLBERT, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0	GAL	$0.032700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CONECUH, DIESEL, 7,500 > GALLONS
CONECUH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COOSA, GASOLINE, 8,200 > GALLONS
COOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
32	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COOSA, DIESEL, 7,500 > GALLONS
COOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	0	GAL	$0.042400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COVINGTON, DIESEL, 7,500 > GALLONS

COVINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
34	0	GAL	$0.001600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CRENSHAW, GASOLINE, 8,200 > GALLONS
CRENSHAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
35	0	GAL	$0.017100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CRENSHAW, DIESEL, 7,500 > GALLONS
CRENSHAW, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
36	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CULLMAN, GASOLINE, 8,200 > GALLONS
CULLMAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0135 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0135).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0	GAL	$0.006900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CULLMAN, DIESEL, 7,500 > GALLONS
CULLMAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0	GAL	$0.017600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DALE, GASOLINE, 8,200 > GALLONS
DALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0	GAL	$0.035500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DALE, DIESEL, 7,500 > GALLONS
DALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0	GAL	$0.000600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DALLAS,GASOLINE, 8,200 > GALLONS
DALLAS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	0	GAL	$0.015700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DALLAS, DIESEL, 7,500 > GALLONS
DALLAS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0	GAL	$0.022200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DEKALB, GASOLINE, 8,200 > GALLONS
DEKALB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
43	0	GAL	$0.033100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DEKALB, DIESEL, 7,500 > GALLONS
DEKALB, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
44	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ELMORE, GASOLINE, 8,200 > GALLONS
ELMORE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0108 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0108).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	0	GAL	$0.034200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ESCAMBIA, DIESEL, 7,500 > GALLONS
ESCAMBIA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
46	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ETOWAH, GASOLINE, 8,200 > GALLONS
ETOWAH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0132 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0132).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
47	0	GAL	$0.007100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ETOWAH, DIESEL, 7,500 > GALLONS
ETOWAH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
48	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
FAYETTE, GASOLINE, 8,200 > GALLONS
FAYETTE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0034 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0034).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	0	GAL	$0.023800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
FAYETTE, DIESEL, 7,500 > GALLONS
FAYETTE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	0	GAL	$0.000500	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
FRANKLIN, GASOLINE, 8,200 > GALLONS
FRANKLIN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
51	0	GAL	$0.022800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
FRANKLIN, DIESEL, 7,500 > GALLONS
FRANKLIN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
52	0	GAL	$0.042900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
GENEVA, DIESEL, 7,500 > GALLONS
GENEVA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
GREENE, GASOLINE, 8,200 > GALLONS
GREENE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0065 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0065).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	0	GAL	$0.021100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
GREENE, DIESEL, 7,500 > GALLONS
GREENE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HALE, GASOLINE, 8,200 > GALLONS
HALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0057 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0057).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	0	GAL	$0.021800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HALE, DIESEL, 7,500 > GALLONS
HALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	0	GAL	$0.033100	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HENRY, GASOLINE, 8,200 > GALLONS
HENRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	0	GAL	$0.032300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HENRY, DIESEL, 7,500 > GALLONS
HENRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	0	GAL	$0.039200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HOUSTON, GASOLINE, 8,200 > GALLONS
HOUSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
60	0	GAL	$0.039400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HOUSTON, DIESEL, 7,500 > GALLONS
HOUSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
61	0	GAL	$0.016200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
JACKSON, GASOLINE, 8,200 > GALLONS
JACKSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
62	0	GAL	$0.027500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
JACKSON, DIESEL, 7,500 > GALLONS
JACKSON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
63	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
JEFFERSON, GASOLINE, 8,200 > GALLONS
JEFFERSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0335 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0335).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
64	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
JEFFERSON, DIESEL, 7,500 > GALLONS
JEFFERSON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0148 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0148).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
65	0	GAL	$0.009200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LAUDERDALE, GASOLINE, 8,200 > GALLONS
LAUDERDALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
66	0	GAL	$0.032500	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
LAUDERDALE, DIESEL, 7,500 > GALLONS
LAUDERDALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
67	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LAWRENCE, DIESEL, 7,500 > GALLONS
LAWRENCE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
68	0	GAL	$0.016600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LAWRENCE, GASOLINE, 8,200 > GALLONS
LAWRENCE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
69	0	GAL	$0.015300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LEE, DIESEL, 7,500 > GALLONS
LEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
70	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LIMESTONE, GASOLINE, 8,200 > GALLONS
LIMESTONE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0007 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0007).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
71	0	GAL	$0.021500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LIMESTONE, DIESEL, 7,500 > GALLONS
LIMESTONE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
72	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LOWNDES, GASOLINE, 8,200 > GALLONS
LOWNDES, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0078 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0078).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
73	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LOWNDES, DIESEL, 7,500 > GALLONS
LOWNDES, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
74	0	GAL	$0.000000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
MACON, GASOLINE, 8,200 > GALLONS
MACON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
75	0	GAL	$0.014700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MACON, DIESEL, 7,500 > GALLONS
MACON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
76	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MADISON, GASOLINE, 8,200 > GALLONS
MADISON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0029 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0029).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
77	0	GAL	$0.019000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MADISON, DIESEL, 7,500 > GALLONS
MADISON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
78	0	GAL	$0.029800	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MARENGO, GASOLINE, 8,200 > GALLONS
MARENGO, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
79	0	GAL	$0.010700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARENGO, DIESEL, 7,500 > GALLONS
MARENGO, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
80	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MARION, GASOLINE, 8,200 > GALLONS
MARION, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
81	0	GAL	$0.016600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARION, DIESEL, 7,500 > GALLONS
MARION, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
82	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive

COMMODITY / SERVICE INFORMATION

MARSHALL, GASOLINE, 8,200 > GALLONS
MARSHALL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0071 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0071).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARSHALL, DIESEL, 7,500 > GALLONS
MARSHALL, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MOBILE, DIESEL, 7,500 > GALLONS
MOBILE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0099 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0099).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	GAL	$0.027600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONROE, DIESEL, 7,500 > GALLONS
MONROE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MONTGOMERY, GASOLINE, 8,200 > GALLONS
MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0129 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0129).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	GAL	$0.000600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONTGOMERY, DIESEL, 7,500 > GALLONS
MONTGOMERY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MORGAN, GASOLINE, 8,200 > GALLONS
MORGAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0054 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0054).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	GAL	$0.015900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MORGAN, DIESEL, 7,500 > GALLONS
MORGAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	GAL	$0.002000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
PERRY, GASOLINE, 8,200 > GALLONS
PERRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	GAL	$0.030800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PERRY, DIESEL, 7,500 > GALLONS
PERRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PICKENS, GASOLINE, 8,200 > GALLONS
PICKENS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0008 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0008).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	GAL	$0.027200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PICKENS, DIESEL, 7,500 > GALLONS
PICKENS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PIKE, GASOLINE, 8,200 > GALLONS
PIKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PIKE, DIESEL, 7,500 > GALLONS
PIKE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
RANDOLPH, GASOLINE, 8,200 > GALLONS
RANDOLPH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0035 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0035).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	GAL	$0.017500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
RANDOLPH, DIESEL, 7,500 > GALLONS
RANDOLPH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ST. CLAIR, GASOLINE, 8,200 > GALLONS

ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0206).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ST. CLAIR, DIESEL, 7,500 > GALLONS
ST. CLAIR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SHELBY, GASOLINE, 8,200 > GALLONS
SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0252).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SHELBY, DIESEL, 7,500 > GALLONS
SHELBY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0058).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	GAL	$0.019300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SUMTER, GASOLINE, 8,200 > GALLONS
SUMTER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SUMTER, DIESEL, 7,500 > GALLONS
SUMTER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0013).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TALLADEGA, GASOLINE, 8,200 > GALLONS
TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0156).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	GAL	$0.004400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLADEGA, DIESEL, 7,500 > GALLONS
TALLADEGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	GAL	$0.005000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
TALLAPOOSA, GASOLINE, 8,200 > GALLONS
TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	GAL	$0.020600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLAPOOSA, DIESEL, 7,500 > GALLONS
TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TUSCALOOSA, GASOLINE, 8,200 > GALLONS
TUSCALOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0152 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0152).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	GAL	$0.011300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TUSCALOOSA, DIESEL, 7,500 > GALLONS
TUSCALOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WALKER, GASOLINE, 8,200 > GALLONS
WALKER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0213 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0213).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WALKER, DIESEL, 7,500 > GALLONS
WALKER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0021 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0021).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	GAL	$0.013100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WASHINGTON, DIESEL, 7,500 > GALLONS
WASHINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	GAL	$0.014600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WILCOX, GASOLINE, 8,200 > GALLONS
WILCOX, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	GAL	$0.032000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

WILCOX, DIESEL, 7,500 > GALLONS
WILCOX, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WINSTON, GASOLINE, 8,200 > GALLONS
WINSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.014 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.014).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WINSTON, DIESEL, 7,500 > GALLONS
WINSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
FUEL PRICING, GASOLINE & DIESEL FUEL
FUEL PRICING, GASOLINE AND DIESEL FUEL

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
TAXES / FEES FEDERAL/STATE/LOCAL
TAXES / FEES, FEDERAL/STATE/LOCAL REQUIRED

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: Michael A. Jones

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

Authority:

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.
Bid rejection

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
Bid responses with multiple bid numbers in same envelope not properly identified
Bid responses received late
Bid responses not signed/not original signature
Bid responses not notarized/not original signature of notary and/or notary expiration
Bidder notarized own signature
Required information not submitted with bid response
Failure to submit the original bid and a complete exact copy
Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

"By signing this contract, the contracting parties affirm, for the duration of any 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."

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it 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 this state can enjoy open trade."

Ordering Process:

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

********** **Important Agency Instructions** **********

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

Fuel report:

Unit prices only include “Margin over OPIS”. A fuel report will be prepared by State Purchasing based off the “Rack AVG” pricing for the Montgomery Alabama location from the daily reports (M-F)* that State Purchasing subscribes to from OPIS.

*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: terri.cole@purchasing.alabama.gov

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

********** **Source of Fuel Report figures** **********

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

Quantity:

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

Specifications, Samples, Protocols, Analysis Reports:

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

Bad Fuel:

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

Pricing:

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

Delivery time frame:

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

Delivery Slip:

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

Credit application or other forms:

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

Taxes/Fees:

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

.

TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Contract period:

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

……Gasoline……Diesel
AL Excise…… 0.1800……$0.1900*

AL Inspection…… $0.0200……Exempt
…….or $0.0200**

Federal Oil Spill…….....$0.0019……$0.00214
Liability ……..

Federal Lust……..$0.0010…….$0.0010

AL Import Fee…….N/A……..$0.0075

*AL Excise Tax on diesel is for clear diesel only – not dyed
** State agencies are exempt for the inspection fee on clear diesel.
Other gov't agencies pay $0.02 per gallon. State agencies and
Other gov't agencies pay $0.02 per gallon on dyed diesel.
***County and city taxes to be paid as applicable.

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: ms Buyer: 007

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

	TOTAL		

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.		Dollars	Cents	Dollars	Cents

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.

TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

State any special conditions or ordering instructions:

No Bid Bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/.**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase orders for fuel for various locations.

General fund.

Amount of Contract:
Total of all is $134,777.08

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20220804 Agenda Package Fuel POs	Cover Memo	8/4/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/4/2022 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
13112	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$27,673.60	(279229) PETROLEUM TRADERS CORPORATION
13553	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$27,673.60	(279229) PETROLEUM TRADERS CORPORATION
13555	2022	(2050) FLEET MANAGEMENT GARAGE	MOTOR POOL UNLEADED FUEL (SEALED BID 5624)	$19,857.47	(279229) PETROLEUM TRADERS CORPORATION
13558	2022	(2050) FLEET MANAGEMENT GARAGE	MOTOR POOL UNLEADED FUEL (SEALED BID 5624)	$19,857.47	(279229) PETROLEUM TRADERS CORPORATION
13559	2022	(2050) FLEET MANAGEMENT GARAGE	MOTOR POOL UNLEADED FUEL (SEALED BID 5624)	$19,857.47	(279229) PETROLEUM TRADERS CORPORATION
13561	2022	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$19,857.47	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00013112-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7520.00 GALLON	3.68000	27673.60
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			27673.60
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	7520.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00013112-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
WILLIAM BUSH

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 27673.60

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	27673.60	27129.19
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	08/03/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	08/03/22	DONALD ROSE	Auto approved by: 9105neej
Approved	08/03/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/03/22	JOHN PAINE	Auto approved by: 9105neej
Approved	08/03/22	JAMES NEESE JR	

Bill To	Requisition 00013112-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00013553-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7520.00 GALLON	3.68000	27673.60
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			27673.60
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	7520.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00013553-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 27673.60

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	27673.60	27129.19
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	08/03/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	08/03/22	DONALD ROSE	Auto approved by: 9105neej
Approved	08/03/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/03/22	JOHN PAINE	Auto approved by: 9105neej
Approved	08/03/22	JAMES NEESE JR	

Bill To	Requisition 00013553-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00013555-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MOTOR POOL
7120 POINTE INVERNESS WAY	745 BROAD STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	7020.00 GALLON	2.79000	19585.80
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			19585.80
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
002	MARGIN PRICE	7020.00 EACH	0.03870	271.67
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			271.67

Bill To	Requisition 00013555-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 19857.47

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	19857.47	27129.19
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	08/03/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	08/03/22	DONALD ROSE	Auto approved by: 9105neej
Approved	08/03/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/03/22	JOHN PAINE	Auto approved by: 9105neej
Approved	08/03/22	JAMES NEESE JR	

Bill To	Requisition 00013555-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00013558-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	7020.00 GALLON	2.79000	19585.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			19585.80
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7020.00 EACH	0.03870	271.67
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			271.67

Bill To	Requisition 00013558-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MOTOR POOL
7120 POINTE INVERNESS WAY	745 BROAD STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 19857.47

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	19857.47	27129.19
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	08/03/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	08/03/22	DONALD ROSE	Auto approved by: 9105neej
Approved	08/03/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/03/22	JOHN PAINE	Auto approved by: 9105neej
Approved	08/03/22	JAMES NEESE JR	

Bill To	Requisition 00013558-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00013559-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MOTOR POOL
7120 POINTE INVERNESS WAY	745 BROAD STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	7020.00 GALLON	2.79000	19585.80
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			19585.80
	Ship To			
	MOTOR POOL			
	745 BROAD STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MOTOR POOL			
	745 BROAD STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7020.00 EACH	0.03870	271.67
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			271.67

Bill To	Requisition 00013559-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MOTOR POOL
7120 POINTE INVERNESS WAY	745 BROAD STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To MOTOR POOL 745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 19857.47

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	19857.47	27129.19
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	08/03/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	08/03/22	DONALD ROSE	Auto approved by: 9105neej
Approved	08/03/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/03/22	JOHN PAINE	Auto approved by: 9105neej
Approved	08/03/22	JAMES NEESE JR	

Bill To	Requisition 00013559-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00013561-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	7020.00 GALLON	2.79000	19585.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			19585.80
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7020.00 EACH	0.03870	271.67
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			271.67

Bill To	Requisition 00013561-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/22	279229				FLEET MANAGEMENT-GARAGE

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

Requisition Link

Requisition Total 19857.47

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	19857.47	27129.19
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	08/03/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	08/03/22	DONALD ROSE	Auto approved by: 9105neej
Approved	08/03/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/03/22	JOHN PAINE	Auto approved by: 9105neej
Approved	08/03/22	JAMES NEESE JR	

Bill To	Requisition 00013561-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000002**

NOT TO EXCEED AMOUNT:

Begin Date:	10/01/2017	Procurement Folder:	368619
Expiration Date:	09/30/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	08/03/21	Version Number:	6

CONTACT INFORMATION

REQUESTOR:	ISSUER:	BUYER:
Patrick Hemme	Patrick Hemme	Patrick Hemme
334-242-7173	334-242-7173	334-242-7173
Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046401: Petroleum Traders Corp

PO Box 2357

Fort Wayne IN 46801-2357

Contact:

Gayle Newton
2604326622
Gnewton@Petroleumtraders.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
AUTAUGA, GASOLINE, 8,200 > GALLONS
AUTAUGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0106 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0106).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	$0.002100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
AUTAUGA, DIESEL, 7,500 > GALLONS
AUTAUGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	$0.002300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BALDWIN, DIESEL, 7,500 > GALLONS
BALDWIN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	$0.018500	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BARBOUR, GASOLINE, 8,200 > GALLONS
BARBOUR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	$0.036500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BARBOUR, DIESEL, 7,500 > GALLONS
BARBOUR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	$0.016200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BIBB, GASOLINE, 8,200 > GALLONS
BIBB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BLOUNT, GASOLINE, 8,200 > GALLONS
BLOUNT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0225 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0225).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BLOUNT, DIESEL, 7,500 > GALLONS
BLOUNT, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0032 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0032).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total

COMMODITY / SERVICE INFORMATION								
9	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BULLOCK, GASOLINE, 8,200 > GALLONS
BULLOCK, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BULLOCK, DIESEL, 7,500 > GALLONS
BULLOCK, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BUTLER, GASOLINE, 8,200 > GALLONS
BUTLER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	$0.014700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BUTLER, DIESEL, 7,500 > GALLONS
BUTLER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CALHOUN, GASOLINE, 8,200 > GALLONS
CALHOUN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0126 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0126).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	$0.007700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CALHOUN, DIESEL, 7,500 > GALLONS
CALHOUN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	$0.025900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHAMBERS, DIESEL, 7,500 > GALLONS
CHAMBERS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHEROKEE, GASOLINE, 8,200 > GALLONS
CHEROKEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0041 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0041).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	GAL	$0.023600	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
CHEROKEE, DIESEL, 7,500 > GALLONS
CHEROKEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHILTON, GASOLINE, 8,200 > GALLONS
CHILTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0026 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0026).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	GAL	$0.012200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHILTON, DIESEL, 7,500 > GALLONS
CHILTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	GAL	$0.018900	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHOCTAW, GASOLINE, 8,200 > GALLONS
CHOCTAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHOCTAW, DIESEL, 7,500 > GALLONS
CHOCTAW, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CLAY, GASOLINE, 8,200 > GALLONS
CLAY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CLAY, DIESEL, 7,500 > GALLONS
CLAY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CLEBURNE, GASOLINE, 8,200 > GALLONS
CLEBURNE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0068 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0068).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	GAL	$0.013600	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
CLEBURNE, DIESEL, 7,500 > GALLONS
CLEBURNE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	GAL	$0.015200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COFFEE, GASOLINE, 8,200 > GALLONS
COFFEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0	GAL	$0.032800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COFFEE, DIESEL, 7,500 > GALLONS
COFFEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0	GAL	$0.007300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COLBERT, GASOLINE, 8,200 > GALLONS
COLBERT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0	GAL	$0.030300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COLBERT, DIESEL, 7,500 > GALLONS
COLBERT, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0	GAL	$0.032700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CONECUH, DIESEL, 7,500 > GALLONS
CONECUH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COOSA, GASOLINE, 8,200 > GALLONS
COOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
32	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COOSA, DIESEL, 7,500 > GALLONS
COOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	0	GAL	$0.042400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COVINGTON, DIESEL, 7,500 > GALLONS

COMMODITY / SERVICE INFORMATION

COVINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
34	0	GAL	$0.001600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CRENSHAW, GASOLINE, 8,200 > GALLONS
CRENSHAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
35	0	GAL	$0.017100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CRENSHAW, DIESEL, 7,500 > GALLONS
CRENSHAW, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
36	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CULLMAN, GASOLINE, 8,200 > GALLONS
CULLMAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0135 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0135).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0	GAL	$0.006900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CULLMAN, DIESEL, 7,500 > GALLONS
CULLMAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0	GAL	$0.017600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DALE, GASOLINE, 8,200 > GALLONS
DALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0	GAL	$0.035500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DALE, DIESEL, 7,500 > GALLONS
DALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0	GAL	$0.000600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DALLAS,GASOLINE, 8,200 > GALLONS
DALLAS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	0	GAL	$0.015700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DALLAS, DIESEL, 7,500 > GALLONS
DALLAS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0	GAL	$0.022200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DEKALB, GASOLINE, 8,200 > GALLONS
DEKALB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
43	0	GAL	$0.033100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DEKALB, DIESEL, 7,500 > GALLONS
DEKALB, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
44	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ELMORE, GASOLINE, 8,200 > GALLONS
ELMORE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0108 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0108).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	0	GAL	$0.034200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ESCAMBIA, DIESEL, 7,500 > GALLONS
ESCAMBIA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
46	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ETOWAH, GASOLINE, 8,200 > GALLONS
ETOWAH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0132 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0132).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
47	0	GAL	$0.007100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ETOWAH, DIESEL, 7,500 > GALLONS
ETOWAH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
48	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
FAYETTE, GASOLINE, 8,200 > GALLONS
FAYETTE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0034 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0034).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	0	GAL	$0.023800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
FAYETTE, DIESEL, 7,500 > GALLONS
FAYETTE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	0	GAL	$0.000500	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
FRANKLIN, GASOLINE, 8,200 > GALLONS
FRANKLIN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
51	0	GAL	$0.022800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
FRANKLIN, DIESEL, 7,500 > GALLONS
FRANKLIN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
52	0	GAL	$0.042900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
GENEVA, DIESEL, 7,500 > GALLONS
GENEVA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
GREENE, GASOLINE, 8,200 > GALLONS
GREENE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0065 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0065).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	0	GAL	$0.021100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
GREENE, DIESEL, 7,500 > GALLONS
GREENE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HALE, GASOLINE, 8,200 > GALLONS
HALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0057 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0057).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	0	GAL	$0.021800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HALE, DIESEL, 7,500 > GALLONS
HALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	0	GAL	$0.033100	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HENRY, GASOLINE, 8,200 > GALLONS
HENRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	0	GAL	$0.032300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HENRY, DIESEL, 7,500 > GALLONS
HENRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	0	GAL	$0.039200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HOUSTON, GASOLINE, 8,200 > GALLONS
HOUSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
60	0	GAL	$0.039400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HOUSTON, DIESEL, 7,500 > GALLONS
HOUSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
61	0	GAL	$0.016200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
JACKSON, GASOLINE, 8,200 > GALLONS
JACKSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
62	0	GAL	$0.027500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
JACKSON, DIESEL, 7,500 > GALLONS
JACKSON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
63	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
JEFFERSON, GASOLINE, 8,200 > GALLONS
JEFFERSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0335 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0335).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
64	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
JEFFERSON, DIESEL, 7,500 > GALLONS
JEFFERSON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0148 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0148).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
65	0	GAL	$0.009200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LAUDERDALE, GASOLINE, 8,200 > GALLONS
LAUDERDALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
66	0	GAL	$0.032500	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
LAUDERDALE, DIESEL, 7,500 > GALLONS
LAUDERDALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
67	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LAWRENCE, DIESEL, 7,500 > GALLONS
LAWRENCE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
68	0	GAL	$0.016600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LAWRENCE, GASOLINE, 8,200 > GALLONS
LAWRENCE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
69	0	GAL	$0.015300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LEE, DIESEL, 7,500 > GALLONS
LEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
70	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LIMESTONE, GASOLINE, 8,200 > GALLONS
LIMESTONE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0007 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0007).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
71	0	GAL	$0.021500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LIMESTONE, DIESEL, 7,500 > GALLONS
LIMESTONE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
72	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LOWNDES, GASOLINE, 8,200 > GALLONS
LOWNDES, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0078 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0078).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
73	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LOWNDES, DIESEL, 7,500 > GALLONS
LOWNDES, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
74	0	GAL	$0.000000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
MACON, GASOLINE, 8,200 > GALLONS
MACON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
75	0	GAL	$0.014700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MACON, DIESEL, 7,500 > GALLONS
MACON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
76	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MADISON, GASOLINE, 8,200 > GALLONS
MADISON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0029 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0029).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
77	0	GAL	$0.019000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MADISON, DIESEL, 7,500 > GALLONS
MADISON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
78	0	GAL	$0.029800	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MARENGO, GASOLINE, 8,200 > GALLONS
MARENGO, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
79	0	GAL	$0.010700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARENGO, DIESEL, 7,500 > GALLONS
MARENGO, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
80	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MARION, GASOLINE, 8,200 > GALLONS
MARION, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
81	0	GAL	$0.016600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARION, DIESEL, 7,500 > GALLONS
MARION, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
82	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive

MARSHALL, GASOLINE, 8,200 > GALLONS
MARSHALL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0071 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0071).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARSHALL, DIESEL, 7,500 > GALLONS
MARSHALL, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MOBILE, DIESEL, 7,500 > GALLONS
MOBILE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0099 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0099).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	GAL	$0.027600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONROE, DIESEL, 7,500 > GALLONS
MONROE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MONTGOMERY, GASOLINE, 8,200 > GALLONS
MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0129 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0129).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	GAL	$0.000600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONTGOMERY, DIESEL, 7,500 > GALLONS
MONTGOMERY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MORGAN, GASOLINE, 8,200 > GALLONS
MORGAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0054 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0054).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	GAL	$0.015900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MORGAN, DIESEL, 7,500 > GALLONS
MORGAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	GAL	$0.002000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
PERRY, GASOLINE, 8,200 > GALLONS
PERRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	GAL	$0.030800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PERRY, DIESEL, 7,500 > GALLONS
PERRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PICKENS, GASOLINE, 8,200 > GALLONS
PICKENS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0008 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0008).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	GAL	$0.027200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PICKENS, DIESEL, 7,500 > GALLONS
PICKENS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PIKE, GASOLINE, 8,200 > GALLONS
PIKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PIKE, DIESEL, 7,500 > GALLONS
PIKE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
RANDOLPH, GASOLINE, 8,200 > GALLONS
RANDOLPH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0035 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0035).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	GAL	$0.017500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
RANDOLPH, DIESEL, 7,500 > GALLONS
RANDOLPH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ST. CLAIR, GASOLINE, 8,200 > GALLONS

ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0206).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ST. CLAIR, DIESEL, 7,500 > GALLONS
ST. CLAIR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SHELBY, GASOLINE, 8,200 > GALLONS
SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0252).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SHELBY, DIESEL, 7,500 > GALLONS
SHELBY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0058).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	GAL	$0.019300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SUMTER, GASOLINE, 8,200 > GALLONS
SUMTER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SUMTER, DIESEL, 7,500 > GALLONS
SUMTER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0013).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TALLADEGA, GASOLINE, 8,200 > GALLONS
TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0156).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	GAL	$0.004400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLADEGA, DIESEL, 7,500 > GALLONS
TALLADEGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	GAL	$0.005000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
TALLAPOOSA, GASOLINE, 8,200 > GALLONS
TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	GAL	$0.020600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLAPOOSA, DIESEL, 7,500 > GALLONS
TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TUSCALOOSA, GASOLINE, 8,200 > GALLONS
TUSCALOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0152 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0152).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	GAL	$0.011300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TUSCALOOSA, DIESEL, 7,500 > GALLONS
TUSCALOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WALKER, GASOLINE, 8,200 > GALLONS
WALKER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0213 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0213).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WALKER, DIESEL, 7,500 > GALLONS
WALKER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0021 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0021).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	GAL	$0.013100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WASHINGTON, DIESEL, 7,500 > GALLONS
WASHINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	GAL	$0.014600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WILCOX, GASOLINE, 8,200 > GALLONS
WILCOX, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	GAL	$0.032000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

WILCOX, DIESEL, 7,500 > GALLONS
WILCOX, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WINSTON, GASOLINE, 8,200 > GALLONS
WINSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.014 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.014).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WINSTON, DIESEL, 7,500 > GALLONS
WINSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
FUEL PRICING, GASOLINE & DIESEL FUEL
FUEL PRICING, GASOLINE AND DIESEL FUEL

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
TAXES / FEES FEDERAL/STATE/LOCAL
TAXES / FEES, FEDERAL/STATE/LOCAL REQUIRED

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: Michael A. Jones

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

Authority:

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.
Bid rejection

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
Bid responses with multiple bid numbers in same envelope not properly identified
Bid responses received late
Bid responses not signed/not original signature
Bid responses not notarized/not original signature of notary and/or notary expiration
Bidder notarized own signature
Required information not submitted with bid response
Failure to submit the original bid and a complete exact copy
Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

"By signing this contract, the contracting parties affirm, for the duration of any 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."

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it 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 this state can enjoy open trade."

Ordering Process:

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

********** **Important Agency Instructions** **********

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

Fuel report:

Unit prices only include “Margin over OPIS”. A fuel report will be prepared by State Purchasing based off the “Rack AVG” pricing for the Montgomery Alabama location from the daily reports (M-F)* that State Purchasing subscribes to from OPIS.

*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: terri.cole@purchasing.alabama.gov

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

********** **Source of Fuel Report figures** **********

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

Quantity:

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

Specifications, Samples, Protocols, Analysis Reports:

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

Bad Fuel:

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

Pricing:

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

Delivery time frame:

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

Delivery Slip:

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

Credit application or other forms:

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

Taxes/Fees:

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

.

TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Contract period:

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

……Gasoline……Diesel
AL Excise…… 0.1800……$0.1900*

AL Inspection…… $0.0200……Exempt
…….or $0.0200**

Federal Oil Spill…….....$0.0019……$0.00214
Liability ……..

Federal Lust……..$0.0010…….$0.0010

AL Import Fee…….N/A……..$0.0075

*AL Excise Tax on diesel is for clear diesel only – not dyed
** State agencies are exempt for the inspection fee on clear diesel.
Other gov't agencies pay $0.02 per gallon. State agencies and
Other gov't agencies pay $0.02 per gallon on dyed diesel.
***County and city taxes to be paid as applicable.

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: ms Buyer: 007

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

	TOTAL		

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.		Dollars	Cents	Dollars	Cents

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

State any special conditions or ordering instructions:

No Bid Bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/.**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Classic Paint & Body to repair wreck damage to 2010 E-One HP78 aerial ladder fire truck.

General fund.

Amount of Contract:

$19,982.81

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

ATTACHMENTS:

Description	Type	Upload Date
20220729 Classic Agenda Package POs	Cover Memo	7/29/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/4/2022 - 2:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
12375	2022	(2050) FLEET MANAGEMENT-GARAGE	REPAIR WRECK DAMAGE FOR 2010 EONE HP78 AERIAL LADDER FIRE TRUCK (LOW QUOTE – EMERGENCY NEED TO RETURN TO SERVICE AL CODE 41-16-51(A)(15))	$19,982.81	(294881) CLASSIC PAINT & BODY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00012375-00 FY 2022
MUNICIPAL GARAGE	PO 22011516
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer:
	Status: Converted Page 1

Vendor	Ship To
CLASSIC PAINT & BODY INC	MUNICIPAL GARAGE
P O BOX 545	770 GAYLE STREET
	MOBILE, AL 36604
WILMER, AL 36587	SHERRIL.DOWNEY@CITYOFMOBILE.ORG
Tel#251-649-3607	Delivery Reference
Fax 251-649-3602	WILLIAM BUSH
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/07/22	294881				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	REPAIR LEFT FRONT WRECK DAMAGE	1.00 LOT	19982.81000	19982.81

Additional Description Notes

ESTIMATE # 10341, 6/28/22

1 7000.40.20.0000.0000.2070.0000.0000.45050. 19982.81

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
WILLIAM BUSH

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Work Order: 155064
Work Order Task: 1

Requisition Link

Requisition Total 19982.81

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	19982.81	
MOTOR POOL EXP REPAIR PARTS		

Bill To	Requisition 00012375-00 FY 2022
MUNICIPAL GARAGE	PO 22011516
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer:
	Status: Converted Page 2

Vendor	Ship To
CLASSIC PAINT & BODY INC	MUNICIPAL GARAGE
P O BOX 545	770 GAYLE STREET
	MOBILE, AL 36604
WILMER, AL 36587	SHERRIL.DOWNEY@CITYOFMOBILE.ORG
Tel#251-649-3607	Delivery Reference
Fax 251-649-3602	WILLIAM BUSH
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/07/22	294881				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	07/12/22	CHARLES SUMRALL	
Approved	07/12/22	KINA ANDREWS	
Approved	07/12/22	JAMES DELAPP	Auto approved by: 910515803
Approved	07/13/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	07/13/22	DONALD ROSE	Auto approved by: 9105paij
Approved	07/13/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/13/22	JOHN PAINE	Approved by: 9105spam

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to ProTecVideo LLC for annual software license renewals for MPD Cyber surveillance cameras.

General Fund.

Amount of Contract:

$35,000.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20220729 Protec Agenda Package POs	Cover Memo	7/29/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/4/2022 - 2:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
13374	2022	(1545) POLICE CYBER DIVISION	ANNUAL SOFTWARE LICENSE RENEWALS FOR MPD CYBER SURVEILLANCE CAMS (BID EXEMPT AS SOLE SOURCE, SECURITY/ SAFETY)	$35,000.00	(294102) PROTECTVIDEO LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00013374-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PROTECVIDEO LLC	GULF COAST TECHNOLOGY CENTER
P O BOX 7641	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
SPANISH FORT, AL 36577	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#251-610-6802	
	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
07/28/22	294102				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	LICENSE RENEWAL			
001	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	35000.00000	35000.00
	Additional Description Notes			
	36 Camera Renewal Annual License for already existing hardware and software.			
	Vendor Item			
	Inventory Item/Loc 1723			
1	1000.30.15.1530.1545.1530.0000.0000.44020.			35000.00

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 35000.00

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

Bill To	Requisition 00013374-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PROTECVIDEO LLC	GULF COAST TECHNOLOGY CENTER
P O BOX 7641	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
SPANISH FORT, AL 36577	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#251-610-6802	
	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
07/28/22	294102				POLICE CYBER DIVISION

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.44020.		35000.00	1856417.32
POLICE CYBER DIVISION EXP	OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	07/29/22	DONNA MICHELE STANLEY	Auto approved by: 9105fola
Approved	07/29/22	DONALD ROSE	Auto approved by: 9105fola
Approved	07/29/22	SANDRA LEWIS	Auto approved by: 9105fola
Approved	07/29/22	JOHN PAINE	Auto approved by: 9105fola
Approved	07/29/22	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kone Inc for parts and services to repair elevators at Mobile Convention Center.

CIP.

Amount of Contract:

$178,149.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220804 Kone Agenda Package POs	Cover Memo	8/4/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/4/2022 - 2:44 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
13503	2022	(3032) ARCHITECTURAL ENGINEERING	PARTS AND SERVICES TO REPAIR ELEVATORS AT MOBILE CONVENTION CENTER (OMNIA/US COMMUNITIES COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$178,149.00	(273592) KONE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00013503-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
KONE INC	ARCHITECTURAL ENGINEERING
30604 SGT. E. I. BOOTS THOMAS	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
SPANISH FORT, AL 36527	
Tel#251-661-7522	Delivery Reference
Fax 251-661-7516	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	273592				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	PROPOSAL: TO PROVIDE THE FOLLOWING SERVICES - FURNISH & INSTALL THE LABOR, MATERIALS, TOOLS & SUPERVISION TO PERFORM THE FOLLOWING WORK ON THE ELEVATORS 1-6 LOCATED AT MOBILE CONVENTION CENTER	1.00 LOT	178149.00000	178149.00

Additional Description Notes

OBSOLETE REPAIRS NEEDED TO AVOID FUTURE SHUTDOWNS THAT COULD RESULT IN ELEVATORS BEING IN OPERATABLE FOR EXTENDED PERIOD WHILE NEW FIXTURES ARE ORDERED.

PER YOUR QUOTED SCOPE OF WORK DATED 1/31/22

FOR QUESTIONS OR CONCERNS CONTACT G. BLAIZE AT 251.208-2814

PRICING IS FIRM AS PER YOUR QUOTE DATED 1-31-2022 AND BASED ON THE OMNIA PARTNERS COOPERATIVE Contract Number: EV2516.

NO CITY EMPLOYEE OTHER THAN THE PURCHASING AGENT AS THE AUTHORITY OR PERMISSION TO MAKE ANY CHANGES THAT RESULT IN AN INCREASE IN THE PRICE OF THE REPAIRS.

THERE WILL BE NO DELEGATION OF THE PERMISSION TO MAKE CHANGES.

ANY CHANGE THAT RESULTS IN A CHANGE IN PRICE MUST BE APPROVED IN ADVANCE BY

Bill To	Requisition 00013503-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
KONE INC	ARCHITECTURAL ENGINEERING
30604 SGT. E. I. BOOTS THOMAS	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
SPANISH FORT, AL 36527	
Tel#251-661-7522	Delivery Reference
Fax 251-661-7516	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	273592				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	THE PURCHASING AGENT OF THE CITY OF MOBILE.			
	ALL CHANGES WILL BE COMMINICATED AND APPROVED IN WRITING BY THE PURCHASING AGENT OF THE CITY OF MOBILE			
1	2000.80.00.0000.0000.0000.0000.0000.42200. E C0576 .PROFTECHNC. .			178149.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

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

Requisition Link

Requisition Total 178149.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0576 .PROFTECHNC. .	178149.00	1.00

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

Bill To	Requisition 00013503-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
KONE INC
30604 SGT. E. I. BOOTS THOMAS

SPANISH FORT, AL 36527

Tel#251-661-7522
Fax 251-661-7516

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

Delivery Reference
BRENDA PARKER

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	273592				ARCHITECTURAL ENGINEERING

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42200.		178149.00	27129.19
CAPITAL IMPROVEMENTS FUND EXP	PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	07/29/22	CINDY KLOTZ	Auto approved by: 910519420
Approved	07/29/22	CASSIE BOATWRIGHT	
Approved	07/29/22	BRENDA RHODES	Auto approved by: 910514227
Approved	07/29/22	TIFFANY HOLLINS	
Approved	07/29/22	RELYA MALLORY	Auto approved by: 910514227
Approved	08/04/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	08/04/22	DONALD ROSE	Auto approved by: 9105paij
Approved	08/04/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/04/22	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

KONE

Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions

Overview
Contract Documentation
Contract Highlights
Success Stories
KONE Care
Modernization
24/7 Connected Services
Safety
New Construction
FAQs

Dedicated to People Flow

KONE is a global supplier of vertical transportation products and modernization services. KONE specializes in elevators, escalators, moving walks and ramps. They design, manufacture, install, and provide modernization, maintenance and repair services. The job of KONE Service Technicians is to make sure that your elevators and escalators run smoothly and dependably.

KONE's primary goal is to ensure maximum availability and protect the integrity of your asset all while ensuring the safest possible environment in and around your equipment. KONE Service Technicians have the integrity, expertise and dedication that have made them leaders in setting global maintenance standards.



With a nationwide team of dedicated vertical transportation professionals, KONE can assist with all your service, repair and modernization needs.

REQUEST CONTRACT INFORMATION

Health and Well-being Solutions



CITY OF KANSAS CITY CONTRACT

UNIVERSITY OF CALIFORNIA CONTRACT

Benefits of Working with KONE

- **Industry Leader in Innovation, Technology & Design**
- **Professional Sales & Operations Staff**
  - No Cost Surveys for Maintenance & Asset Management Planning
  - Design Specification & Support for New Equipment & Modernization
- **Expertise in both KONE & Non-KONE Equipment**
  - National Technical Support for OEM & Non-OEM Equipment

This website stores cookies on your computer. These cookies are used to improve your website and provide more personalized services to you, both on this website and through other media. To find out more about the cookies we use, see our Privacy Policy.

Accept Decline

  - Customized Reporting Delivered Automatically
  - Accounts Receivable & Online Invoice Review
- **KONE 24/7 Connected Services**
- **Dynamic Dispatching Utilizing GPS Technology**
  - Quickest to Site for Callouts or Emergencies
  - Efficient and Flexible Maintenance Route Planning
- **Safety Locator to Ensure Technician Safety & Support**
- **Passenger Safety/Risk Mitigation Programs**
- **Life Cycle Asset Management Program for Code & Performance Upgrades**
  - Capital Planning Tool for Long-Term Asset Allocation
  - Annual Audits to Review Performance and Code Enhancements

Contact Information

Email: OMNIAPartners@kone.com
Phone: 800-956-5663
Fax: 630-955-3192
KONE Strategic Contact Information

SUPPLIER WEBSITE

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov



Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from 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.

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

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:
Chief Jeremy Lami, MFRD

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Three-year contract with D. L. Dyess, MD, for Medical Director services for the Mobile Fire Rescue Dept.

Emergency Medical Service Expenses, General fund.

Amount of Contract:
NTE $150,000

Funding Source

Project #	**Discretionary Funds**
Project String 61206120-42200	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2022 Agenda Package MFRD Doc	Cover Memo	8/1/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	8/1/2022 - 3:41 PM
Legal	Kern, Chris	Approved	8/2/2022 - 12:27 PM
Legal	Kern, Chris	Approved	8/2/2022 - 12:28 PM

Mayors Office	Montgomery, Brandi	Approved	8/4/2022 - 2:37 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and D L Dyess MD, LLC, for three years, for Medical Director services for the Mobile Fire Rescue Department, in an amount not to exceed $150,000, attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

Professional Services Contract
City of Mobile

Fire Service Medical Director

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this_____ day of _____ 2022 (“effective date”), by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and D. L. Dyess, MD, LLC, an Alabama Limited Liability Company (sometimes hereinafter "Contractor"), as follows:

WHEREAS, the City of Mobile is an Alabama -licensed Emergency Medical Provider Service (EMPS) under the Alabama Department of Public Health for, as those services are defined in Chapter 420-2-1 of the Alabama Department of Public Health Emergency Medical Services Administrative Code (“Administrative Code”), through its Mobile Fire and Rescue Department (MFRD); and,

WHEREAS, Rule 420-2-1-.05(h) of the Administrative Code requires that the City engage a Service Medical Director (SMD) to be responsible for medical direction and oversight for the day-to-day operations of the City’s EMPS; and;

WHEREAS, the Contractor meets the qualifications for a SMD as set out in Rule 420-2-1-.15 and wishes to serve as a City SMD; and,

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 shall provide EMPS medical oversight for the MFRD as required by and in accordance with the Administrative Code.

B. Contractor shall meet and maintain the professional requirements in Administrative Code section 420-2-1-.06, and specifically maintain:

(1) a current license to practice medicine from the Medical Licensure Commission of Alabama,

(2) a current unrestricted Drug Enforcement Agency number

(3) an unrestricted Alabama controlled substances certificate

(4) an Office of Emergency Medical Services and Trauma Medical Direction Physician Identification number.

C. Contractor will provide oversight to ensure that all City of Mobile Emergency Medical Services Personnel (EMSP) are properly educated and licensed.

D. Contractor will provide oversight to ensure that all City of Mobile EMSPs follow the current Alabama Department of Public Health, Office of Emergency Medical Services, Patient Care Protocols, and are in compliance with Chapter 420-2-1 of the Alabama Department of Health Administrative Code.

E. Contractor will provide oversight to ensure than an effective method of quality assurance and improvement is integrated into the City's EMPS delivery of patient care. Such oversight will include service and patient record reviews and visits to City EMPS facilities.

F. Contractor will take action to remove from service or provide remedial education to City EMSPs in furtherance of and in accordance with Contractor's responsibilities under Administrative Code 420-2-1.

G. City may request, and upon mutual agreement as to scope, price, and deliverables with Contractor, Contractor may perform other non-routine duties in support of the City's EMPS. City does not guarantee Contractor's exclusive engagement as SMD.

II. COMPENSATION

City hereby agrees to pay the Contractor $3,000.00 per month for routine services described above provided in the previous month. Contractor may also bill City for other services agreed to in advance and performed during the month at a rate of $150 per hour, inclusive of all costs to contractor to include travel and expenses. Contractor shall present City an invoice at the end of every month for the routine and non-routine services performed during the previous month. Additionally, Contractor may annually invoice and City agrees to pay, an amount not to exceed $5,000.00 as reimbursement for professional liability insurance premiums. Invoices shall be presented to Chief, EMS Division, Mobile Fire Rescue Department, 701 St Francis St, Mobile, AL 36602.

III. TERM OF AGREEMENT

The term of this Agreement shall commence on the effective date and shall continue for a period of three years.

IV. GENERAL PROVISIONS

A. Insurance: Contractor shall maintain EMS Medical Director Professional Liability Insurance and General Liability Insurance with minimum coverage of $1,000,000.00 per occurrence and $3,000,000.00 aggregate per year, issued by a company licensed and qualified to do business in the State of Alabama, which General Liability insurance shall name the City of Mobile as an additional insured: Said insurance coverage will not

be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination. Evidence of such coverage is provided as **Exhibit A.**

B. Termination: 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.

C. This Section left blank intentionally.

D. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the wrongful acts or negligent performance of this Agreement and/or the wrongful or negligent activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from the wrongful acts or negligent performance of 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.

D. Financial Interest. 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.

E. Agency Relationship: 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.

F. Assignment: 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.

G. Compliance with Law: 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.

H. Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama

I. Records and Inspections: Contractor shall maintain complete and accurate records with respect to all matters performed pursuant to this Agreement. City shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities of Contractor. Such inspections shall not be in violation of confidentiality guarantees provided for herein.

J. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

K. Immigration: 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.

L. Boycotts: By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

K. Notice: The City's representative for purposes of this Agreement is the Chief, Mobile Fire Rescue Department. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Mobile Fire Rescue Department
Chief, EMS Division
701 St. Francis St.
Mobile, Alabama 36602

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

And to Contractor at:
D.L. Dyess, MD, LLC
300 Trent Mill Court
Mobile, Alabama 36608

L. Final Expression: 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. Changes: 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. Severability: 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. Signatures:
IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

FOR D.L. DYESS, MD, LLC

BY: D L Dyess Date: 7-20-2022
Dr. D. L. Dyess, MD, Member

ACKNOWLEDGEMENT

The State of ALABAMA }

MOBILE County}

I, ANGELEE M. GLASSCOCK, a Notary Public, in and for said County in said State, hereby certify that D.L. DYESS, MD whose name as MEMBER of the D.L. DYESS, MD, LLC, 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 20th day of JULY, 2022

(Seal) ANGELEE M GLASSCOCK MY COMMISSION EXPIRES FEBRUARY 25, 2026 NOTARY PUBLIC STATE OF ALABAMA

Angelee M Glasscock
Notary Public

FOR CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Mayor

ATTEST:

_____ Date: _____
City Clerk

Exhibits: A. Documentation of Insurance

EXHIBIT A Documentation of Insurance

THE UNIVERSITY OF SOUTH ALABAMA
PROFESSIONAL LIABILITY TRUST FUND

CERTIFICATE OF COVERAGE
DECLARATION PAGE

PROTECTED PERSON: **Donna Lynn Dyess, MD**
MAILING ADDRESS: 300 Trent Mill Court
Mobile, AL 36608

POLICY PERIOD: FROM: 10/01/2021 TO: 09/30/2022

LIMIT OF COVERAGE

EACH MEDICAL INCIDENT LIMIT	$ 1,000,000
AGGREGATE LIMIT	$ 3,000,000

THIS DECLARATION PAGE, TOGETHER WITH THE CERTIFICATE OF COVERAGE AND ANY ENDORSEMENTS COMPLETES THIS POLICY.

Connie D. Cook
Trust Fund Administrator

October 4, 2021
Date

PLEASE KEEP THIS COPY FOR YOUR RECORDS.

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmember Gregory

Purpose and Scope of Project:

To accept Change Order No.1 increasing the original contract by $56,738.14; the total contract amount will change from $250,337.00 to $307,075.14 with C. Thornton, Inc.

Amount of Contract:

$250,337.00

Funding Source

Project # C0431 **Discretionary Funds**

Project String 20002000-48010 **Contract Number:**3633

Budget Amendment **REDUCE** **INCREASE** $56,738.14

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
repair concrete drainage ditch	Cover Memo	8/1/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/2/2022 - 10:48 AM
Capital	Rhodes, Brenda	Approved	8/2/2022 - 12:24 PM
Legal	Kern, Chris	Approved	8/2/2022 - 12:31 PM
Mayors Office	Montgomery, Brandi	Approved	8/4/2022 - 2:37 PM

CHANGE ORDER

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmember Gina Gregory – District 7

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Change Order No. 1 to the contract, by and between the City of Mobile and the company listed below, for work as outlined in the Change Order attached hereto and made a part hereof as set forth in full, subject to the company signing the Change Order. A copy of said executed Change Order will be on file in the office of the City Clerk.

Name of Company: C. Thornton, Inc.

Project Name: Hillsdale Drainage Ditch No.1 Project No. 2019-3005-16
Change Order No. 1

Estimated Cost: $56,738.14 (ADD)

Adopted:

_____

City Clerk

July 27, 2022

City of Mobile
Engineering Department
Attn: Nick Amberger
PO Box 1827
Mobile, AL 36633

Subject: **Project No.: 2019-3005-16**
Hillsdale Ditch Repairs

Dear Mr. Amberger:

Enclosed are the supporting documents for Change Order No. 1 for the above referenced project. The original scope of this project was to repair the concrete drainage ditch from Cody Rd to Lowery Ln in the Hillsdale Community. The existing ditch had varying widths and several eroded areas adjacent to the ditch receiving off-site water. The design of the project did not adequately account for transitioning to a consistent ditch width and also did not account for addressing the stabilization of the eroded areas receiving the off-site water.

It was in the best interest of the City as well as the Hillsdale Community to construct the ditch with a consistent width and to address the off-site water with stabilized conveyances utilizing the existing unit costs in the contract. These field changes resulted in an overrun of the major item of work which was reinforced concrete for the ditch. The unit cost of the concrete items included in the contract were fair and reasonable and were under the current market cost of those items at the time of construction. The unit cost would have been greater if the City had chosen to have competitively bid these items under a separate contract.

Sincerely,

John Forrester, P.E.
Engineering Manager

Enclosures
cc: File

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: Hillsdale Ditch No. 1

PROJECT NUMBER: 2019-3005-16

The attached change order number 1 to contract with C. Thornton, Inc.

dated December 14, 2021 is required because of the following:

_____ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

__X__ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

_____ 3. Emergencies arising during the course of the work.

__X__ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

__X__ 5. See attached letter.

_____ 6. Other: _____

REMARKS: _____

ENGINEER OR CONSULTANT

City Engineer

CHANGE ORDER NUMBER 1 DATE _____

PROJECT NAME AND NUMBER HILLSDALE DRAINAGE DITCH NO. 1 Project No. 2019-3005-16

AT _____

TO C. THORNTON, INC.
12390 AIRPORT BLVD
MOBILE, AL 36608

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated 12/14/2021 .

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment to:

Estimated Over Run (Attachment "A")	$	68,726.14
Estimated Under Run (Attachment "B")	$	(11,988.00)
Additional Items (Attachment "C")	$	0.00

Original Contract Price	$	250,337.00
Net total of Previous Change Orders	$	0.00
Previous Revised Contract	$	250,337.00
THIS CHANGE ORDER NUMBER 1 (ADD)	$	56,738.14
Revised Contract Price this Date	$	307,075.14

Extension of time resulting from this change order _____

BY:

_____
Mayor

ATTEST:

_____
City Clerk

_____
City Engineer

APPROVED BY:

_____

ACCEPTED BY:

Charlene L. Gregory
Owner/President

ATTEST:

_____
Witness/Secretary

6/23/22
Date

ATTACHMENT A
CHANGE ORDER NO. 1
CHANGE ORDER NO. 1 ITEM OVER RUN

OWNER: CITY OF MOBILE, ALABAMA

C. Thornton, Inc.
12390 Airport Blvd
Mobile, AL 36608

TITLE: Hillsdale Drainage Ditch No. 1
Project No. 2019-3005-16

ITEM			ORIGINAL CONTRACT ITEMS			PROJECT FINAL		OVER RUNS	
NO	DESCRIPTION	Unit of Measure	QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
206C-022	Removing Concrete Slab	SY	840	20.00	$ 16,800.00	1187.87	$23,757.40	347.87	$6,957.40
450A-009	Reinforced Cement Concrete, 6" Thick	SY	924	186.00	$171,864.00	1256.09	$233,632.74	332.09	$61,768.74
	TOTALS				$188,664.00		$257,390.14		$68,726.14

TOTAL OVER RUNS FOR CHANGE ORDER No. 1 = $68,726.14

ENGINEER: _____

CONTRACTOR: Christine D. Thornton

ATTACHMENT B
CHANGE ORDER NO. 1
CHANGE ORDER NO. 1 ITEM UNDER RUN

OWNER: CITY OF MOBILE, ALABAMA

C. Thornton, Inc.
12390 Airport Blvd
Mobile, AL 36608

TITLE: Hillsdale Drainage Ditch No. 1
Project No. 2019-3005-16

ITEM			ORIGINAL CONTRACT ITEMS			PROJECT FINAL		UNDER RUNS	
NO	DESCRIPTION	Unit of Measure	QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
206C-003	Saw Cutting Concrete	LF	60	20.00	$ 1,200.00	43	$860.00	17	$340.00
210D-011	Barrow Excavation (A4 or Better)	CY	10	20.00	$ 200.00	0	$0.00	10	$200.00
305A-051	Temporary Rip Rap For Check Dams	TON	100	80.00	$ 8,000.00	75.38	$6,030.40	25	$1,969.60
305A-052	Coarse Aggregate for Misc. Use (ALDOT #1)	TON	50	60.00	$ 3,000.00	47.91	$2,874.60	2	$125.40
650A-000	Topsoil, 4" Compacted Thickness	CY	96	18.00	$ 1,728.00	0	$0.00	96	$1,728.00
654A-000	Solid Sodding (Match Existing)	SY	150	7.50	$ 1,125.00	0	$0.00	150	$1,125.00
665J-002	Trash Rack	EA	1	1,500.00	$ 1,500.00	0	$0.00	1	$1,500.00
999X-000	Work of a Similar Nature	LS	1	5,000.00	$ 5,000.00	0	$0.00	1	$5,000.00
	TOTALS				$21,753.00		$9,765.00		$11,988.00

TOTAL UNDER RUNS FOR CHANGE ORDER No. 1 = $11,988.00

ENGINEER: _____

CONTRACTOR: _____

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:

Casi Calloway, Chief Resilience Officer

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the National Oceanic and Atmospheric Administration (NOAA) the amount of $3,000,000.00 for the FY 2022 Marine Debris Removal Grant under the Infrastructure Investment and Jobs Act. There is no match requirement for this grant.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $3,000,000.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	8/11/2022

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	8/11/2022 - 1:48 PM
Legal	Kern, Chris	Approved	8/11/2022 - 1:50 PM
Legal	Kern, Chris	Approved	8/11/2022 - 1:51 PM
Mayors Office	Montgomery, Brandi	Approved	8/11/2022 - 2:32 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the National Oceanic and Atmospheric Administration (NOAA), a Notice of Award for grant assistance in amount of $3,000,000.00 for the FY 2022 Marine Debris Removal under the Infrastructure Investment and Jobs Act. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the National Oceanic and Atmospheric Administration (NOAA) and any other federal agency.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

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
packet	Cover Memo	8/10/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/10/2022 - 2:08 PM

R E S O L U T I O N

Sponsored by: Councilmember Carroll

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

Type of application:	Restaurant Retail Liquor License
Submitted by:	Colony Coffee Company, LLC
Location:	Knucklebones Elixir Co. 202 Government Street Mobile, AL 36602

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5518

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 08.01.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

020 - RESTAURANT RETAIL LIQUOR

(Type of License)

TO: *COLONY COFFEE COMPANY LLC*

Trade Name: KNUCKLEBONES ELIXIR CO

Location: 202 GOVERNMENT STREET MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
NEW

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5518

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 08.01.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

020 - RESTAURANT RETAIL LIQUOR

(Type of License)

TO: *COLONY COFFEE COMPANY LLC*

Trade Name: KNUCKLEBONES ELIXIR CO

Location: 202 GOVERNMENT STREET MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
NEW

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

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

Date: **August 2, 2022**

Re: **Application # 5518 / 202 Government St**

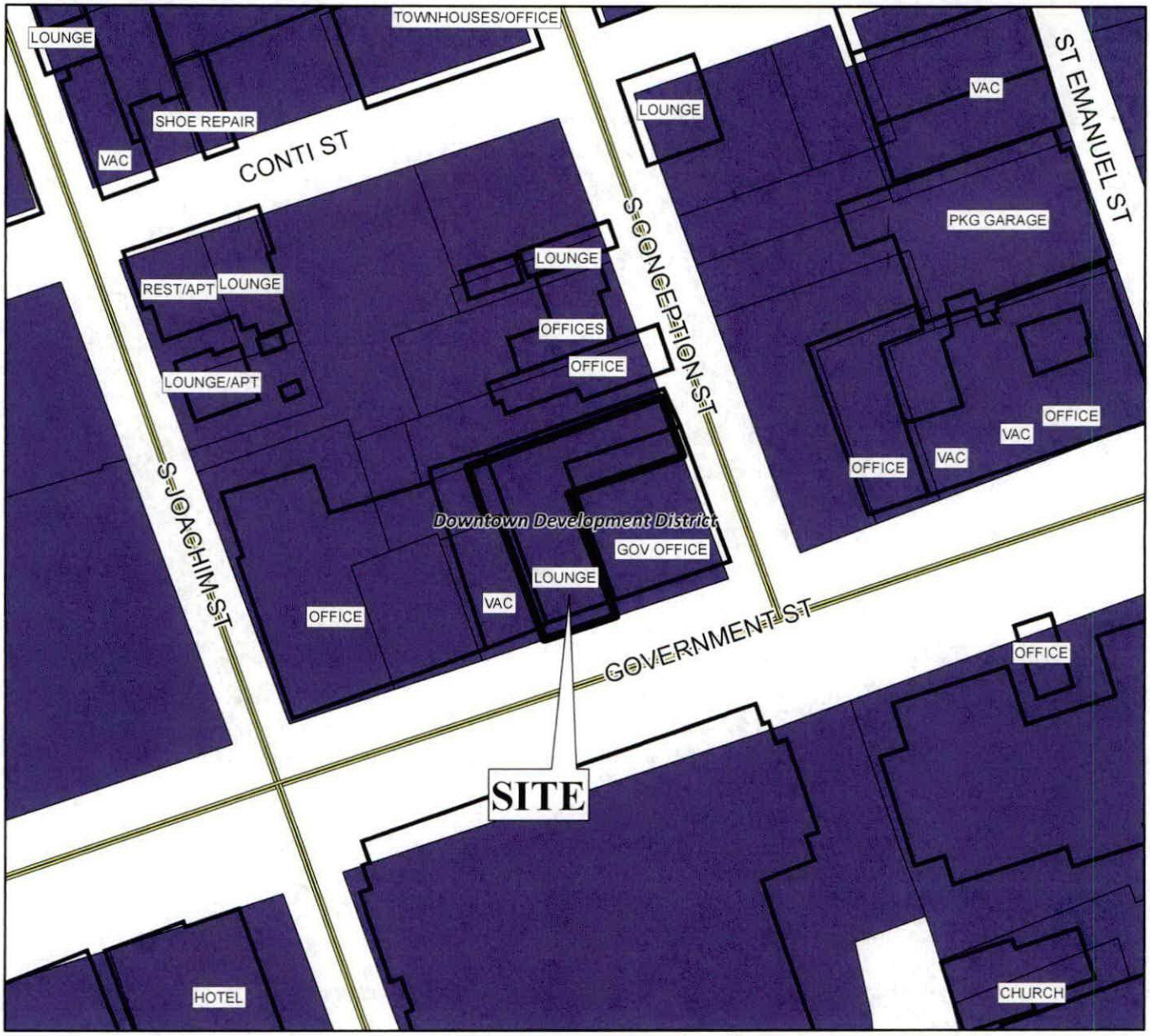
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-5.2. This is to advise that a restaurant with retail liquor sales with an occupancy load less than 100 people is a permitted use by right in this zoning district.

The site is located within the Downtown Development District, which exempts T-5.2 from parking requirements.

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

The site is located in District # 2, William Carroll (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5518 DATE AUGUST 16, 2022

APPLICANT COLONY COFFEE COMPANY LLC

LOCATION 202 GOVERNMENT ST

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

AGENDA DATE: 08.16.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5518

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

COLONY COFFEE COMPANY LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **020 - RESTAURANT RETAIL LIQUOR**
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *COLONY COFFEE COMPANY LLC*

TRADE NAME: KNUCKLEBONES ELIXIR CO

LOCATED AT: 202 GOVERNMENT STREET MOBILE AL 36602

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☑ YES	☐ NO	☐	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKANNER
(Revenue Department Representative)

CONTACT: STEPHEN THOMAS PHONE#: 205.218.6282

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 07.29.2022
Application No: 5518

Type License: ***020 - RESTAURANT RETAIL LIQUOR***

Type License: *N/A*

Name of Applicant(s) ***COLONY COFFE COMPANY 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
CUSTRED, BRADLEY STEPHEN AL 6521713	OWNER	04.08.1980 MOBILE AL	

Corporate information: 2019016030 (Enter book & page or document info) Date: 03.28.2019 (Incorporation or Authority) County: MOBILE

Trade Name ***KNUCKLEBONES ELIXIR CO***

Location 202 GOVERNMENT STREET MOBILE AL 36602

Mailing Address 202 GOVERNMENT STREET MOBILE AL 36602
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? COFFEE SHOP

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

NO

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If YES, explain in Law violation Section) **Signature of applicant** Shyla Amanda Hanna 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** Shyla Amanda Hanna POA

COUNTY OF **MOBILE** **TITLE** OWNER **DATE** 8/1/2022

The undersigned COLONY COFFEE COMPANY LLC dba KNUCKLEBONES ELIXIR CO - BRADLEY S CUSTRED

(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.

Shyla Amanda Hanna POA

Signature of Affiant

Sworn to and subscribed before, me this 1st day of August Year 2022

R Shawn Skinner

SIGNATURE OF NOTARY

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person STEPHEN THOMAS E-mail: THOMAS@SCONCIERGE.COM

Phone Number: Home: Bus: 251.444.4033

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *YES*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 50 License premises includes patio area: *N/A*

Square Footage 3928

License covers: *BOTTOM FLOOR*

License Structure: *MULTI-STORY*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction); date of charge; name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
CUSTRED, BRADLEY STEPHEN AL 6521713	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: Stephen Andrew Thomas POA

Lease /Property Ownership

Name of Property Owner/Lessor: PROJECT 202 LLC 251.591.5162

Address of Property Owner/Lessor: 202 Government Street Mobile AL 36602

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) SAT

Business License & Taxes
Bill Detail

View Bill

Bill Year	2022
Bill Number	1356401
Owner Name	COLONY COFFEE COMPANY LLC

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

029433-0001 SHAWN S. 08/01/2022 11:10AM

BUSINESS LICENSE
COLONY COFFEE COMPANY LLC
119286
2022 Item: 1356401
ALCOHOL APPLICATION FEE 50.00

50.00

Subtotal 50.00
Fee: CC FEE 1.50
Total 51.50

CREDIT CARD 51.50
Ref Number APPR 07180G - 3564

Change due 0.00

Paid by: COLONY COFFEE COMPANY LLC

Thank you for your payment

CUSTOMER COPY

CITY OF MOBILE REVENUE
205 GOVERNMENT ST
MOBILE, AL 36644-0001
251-208-5880

SALE

REF#: 00000002
Batch #: 606
08/01/22 11:09:05
APPR CODE: 07180G
Trace: 2
VISA Chip
**********3584 **/**

AMOUNT $51.50

APPROVED
X
THOMAS/STEPHEN

CHASE VISA
AID: A0000000031010
TVR: 00 80 00 80 00
TSI: F8 00

CARDHOLDER ACKNOWLEDGES RECEIPT OF GOODS AND/OR SERVICES IN THE AMOUNT OF THE TOTAL SHOWN HEREON

THANK YOU

MERCHANT COPY

CITY OF MOBILE REVENUE
205 GOVERNMENT ST
MOBILE, AL 36644-0001
251-208-5880

SALE

REF#: 00000002
Batch #: 606
08/01/22 11:09:05
APPR CODE: 07180G
Trace: 2
VISA Chip
**********3584 **/**

AMOUNT $51.50

Past History for Business ID: 119286

License Summary by Bill Detail:

YEAR	CATEGORY	TYPE	MONTH	GROSS RECEIPTS	DEDUCTIONS	ADJUSTMENT	TOTAL DUE	BALANCE
2022	72	717	DEC	39,777.00	.00	-3.67	138.00	PAID
			TOTALS	39,777.00	.00	-3.67	138.00	.00

Tax Summary by Bill Detail:

YEAR	CATEGORY	MONTH	GROSS RECEIPTS	DEDUCTIONS	ADJUSTMENT	TOTAL DUE	BALANCE
2022	FOOD TAX	JUN	6,460.50	.00	.00	323.02	PAID
2022	FOOD TAX	MAY	5,481.72	.00	.00	274.09	PAID
2022	FOOD TAX	APR	4,971.93	.00	.00	248.60	PAID
2022	FOOD TAX	MAR	5,705.77	.00	78.78	364.07	PAID
2022	FOOD TAX	FEB	1,644.45	.00	58.54	140.76	PAID
2022	FOOD TAX	JAN	15.50	.00	50.08	50.86	PAID
		TOTALS	24,279.87	.00	187.40	1,401.40	.00
2021	FOOD TAX	DEC	335.75	.00	1.68	18.47	PAID
2021	FOOD TAX	NOV	.00	.00	.00	.00	PAID
2021	FOOD TAX	OCT	.00	.00	.00	.00	PAID
2021	FOOD TAX	SEP	.00	.00	50.00	50.00	PAID
2021	FOOD TAX	AUG	.00	.00	50.00	50.00	PAID
		TOTALS	335.75	.00	101.68	118.47	.00

** END OF REPORT - Generated by RODNEY SKINNER **

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220706140942502

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: KNUCKLEBONES ELEIXIR CO **Filing Fee:** $50.00

Applicant: COLONY COFFEE COMPANY LLC **Transfer Fee:**

Location Address: 202 GOVERNMENT STREET MOBILE, AL 36602

Mailing Address: 202 GOVERNMENT STREET MOBILE, AL 36602

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:**

Book, Page, or Document info: 2019016030

Do you sell Draft Beer?:

Date Incorporated: 03/28/2019 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 03/28/2019

Federal Tax ID: 84-4312953 **Alabama State Sales Tax ID:** R011152619

Name:	Title:	Date and Place of Birth:	Residence Address:
BRADLEY STEPHEN CUSTRED 6521713 - AL	MEMBER	04/08/1980 MOBILE	

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: STEPHEN THOMAS **Home Phone:**
Business Phone: 251-444-4033 **Cell Phone:**
Fax: **E-mail:** THOMAS@SCONCIERGE.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220706140942502

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: PROJECT 202 LLC 251-591-5162
What is lessors primary business? REAL ESTATE HOLDING COMPANY
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? NO

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

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3928 Display Square Footage:
Building seating capacity: 50 Does Licensed premises include a patio area? NO
License Structure: MULTI STORY License covers: BOTTOM FLOOR
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220706140942502

Initial each	Signature page
BC	In reference to law violations, I attest to the truthfulness of the responses given within the application.
B.	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
BC	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, Special Events retail licenses, and Wine Festival and Wine Festival Participant licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
BC	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.
BC	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.
BC	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): BRADLEY S. CUSTARD

Signature of Applicant: Bradley S Custard

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: 7/6/22 **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220706140942502

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Is the lessor involved in any way with the alcohol beverage business?: THE MEMBER OF PROJECT 202 LLC AND COLONY COFFEE COMPANY LLC IS THE SAME INDIVIDUAL

INFORMATION SHEET

Contact Person: STEPHEN THOMAS **Phone #:** (205) 218-6282

Business Name: Colony Coffee Company LLC DBA Knucklebones Elixir Co

Corporation Name: _____

Business Address: 202 GOVERNMENT ST. MOBILE AL 36602

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. _____ **County** _____;
(Enter book and page or document info)

Date _____
(Incorporation or Authority)

Is business equipped with table & chairs? YES **Building seating capacity;** _____

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? YES **If yes explain:**
PASTRIES (PRE-MADE & PURCHASED)

Square Feet of building _____

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): Colony Coffee Company LLC DBA Knuckleheads Elixir Co
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*) Bradley Stephen Custred

Social Security #_____ Race: White Sex: (X)M ( )F

Driver License#_____ State AL

Title (*i.e. Owner, President, Member*) OWNER

Date of Birth 04 / 08 / 80

Place of Birth Mobile AL USA
County *State* *Nation*

Present Address:_____ _____ AL _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 2 yrs Home# N/A Cell#_____

****

Full Name (*First, Middle, Last*)_____

Social Security #_____ Race:_____ Sex: ( )M ( )F

Driver License#_____ State_____

Title (*i.e. Owner, President, Member*)_____

Date of Birth_____/_____/_____

Place of Birth_____
County *State* *Nation*

Present Address:_____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address:_____ Home#_____ Cell#_____

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
BRADLEY STEPHEN CUSTRED		- NONE -		

I certify that the above information is correct and true.

BSC OWNER **Date:** 3/27/22

Signature & Title

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: BRADLEY STEPHEN CUSTRED

(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: _____

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.

ALABAMA DURABLE POWER OF ATTORNEY FORM

IMPORTANT INFORMATION

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975.

This power of attorney does not authorize the agent to make health care decisions for you. Such powers are governed by other applicable law.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is entitled to reimbursement of reasonable expenses and reasonable compensation unless you state otherwise in the Special Instructions.

This form provides for designation of one agent. If you wish to name more than one agent you may name a co-agent in the Special Instructions. Co-agents are not required to act together unless you include that requirement in the Special Instructions.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

STATE OF ALABAMA)

MOBILE **COUNTY)**

Durable Power of Attorney and Authority to Access Health Information

Of

BRADLEY STEPHEN CUSTRED

KNOW ALL MEN BY THESE PRESENTS that I, BRADLEY STEPHEN CUSTRED of MOBILE in MOBILE County, Alabama, do hereby make, constitute and appoint STEPHEN ANDREW THOMAS of SARALAND, in MOBILE County, Alabama, phone number 205-218-6282, as my Attorney-in-Fact, for me and in my name, place and stead, and on my behalf, to do, perform and execute the acts I have authorized, and I grant to him/her every power necessary to carry out the purposes for which this power is granted, including the powers of revocation and substitution, hereby ratifying and affirming that which (s)he or his/her substitute shall lawfully do or cause to be done by virtue of the rights and powers herein granted.

This power of attorney shall not be affected by disability, incompetency, or incapacity of the principal.

GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975:

If you wish to grant general authority over all of the subjects enumerated in this section you may SIGN here:

_____

(Signature of Principal)

OR

If you wish to grant specific authority over less than all subjects enumerated in this section you must INITIAL by each subject you want to include in the agent's authority:

_____Real Property as defined in Section 26-1A-204

_____Tangible Personal Property as defined in Section 26-1A-205

_____Stocks and Bonds as defined in Section 26-1A-206

_____Commodities and Options as defined in Section 26-1A-207

_____Banks and Other Financial Institutions as defined in Section 26-1A-208

PC Operation of Entity or Business as defined in Section 26-1A-209

_____Insurance and Annuities as defined in Section 26-1A-210

_____Estates, Trusts, and Other Beneficial Interests as defined in Section 26-1A-211

_____Claims and Litigation as defined in Section 26-1A-212

_____Personal and Family Maintenance as defined in Section 26-1A-213

_____Benefits from Governmental Programs or Civil or Military Service as defined in Section 26-1A-214

_____Retirement Plans as defined in Section 26-1A-215

_____Taxes as defined in Section 26-1A-216

_____Gifts as defined in Section 26-1A-217

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how

your property is distributed at your death. INITIAL the specific authority you WANT to give your agent.)

_____Create, amend, revoke, or terminate an inter vivos trust, by trust or applicable law

_____Make a gift to which exceeds the monetary limitations of Section 26-1A-217 of the Alabama Uniform Power of Attorney Act, but subject to any special instructions in this power of attorney

_____Create or change rights of survivorship

_____Create or change a beneficiary designation

_____Authorize another person to exercise the authority granted under this power of attorney

_____Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan

_____Exercise fiduciary powers that the principal has authority to delegate

AUTHORITY TO ACCESS HEALTH INFORMATION

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

_____Arrange for my care at home or by admitting me to an appropriate facility, and, effective immediately, to serve as my personal representative as that term is used in 45 CFR 164.502 (commonly known as "HIPAA privacy regulations"), and to have the same access to my personal health information as I have myself, including, but not limited to, viewing and obtaining copies of any and all of my personally identifiable medical records of any kind whatever, and consulting with medical providers; and I authorize covered medical Entities to provide such access and to cooperate with my agent under this document [as well as any health care agent or proxy I may appoint]; [further, my agent appointed herein may make medical decisions for me, consistent with applicable law and with any health care directive I may have in effect at the time decisions may be needed.] [I do not intend, by this appointment, to prohibit other family members from access to my

otherwise private health care information, and I authorize covered entities to provide to _____, the same access to them and cooperation with them to which I am entitled myself.]

LIMITATIONS ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the agent or a per-son to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

Limitation of Power. Except for any special instructions given herein to the agent to make gifts, the following shall apply:

(a) Any power or authority granted to my Agent herein shall be limited so as to prevent this Power of Attorney from causing any Agent to be taxed on my income or from causing my assets to be subject to a "general power of appointment" by my Agent as defined in 26 U.S.C. Section 2041 and 26 U.S.C. Section 2514 of the Internal Revenue Code of 1986, as amended.

(b) My Agent shall have no power or authority whatsoever with respect to any policy of insurance owned by me on the life of my Agent, or any trust created by my Agent as to which I am a trustee.

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines. For your protection, if there are no special instructions write NONE in this section.

NOMINATION OF [CONSERVATOR OR GUARDIAN] (OPTIONAL)

If it becomes necessary for a court to appoint a [conservator or guardian] of my estate or [guardian] of my person, I nominate the following person(s) for appointment:

Name of Nominee for [conservator or guardian] of my estate:

_____

Nominee's Address: _____

_____

Nominee's Telephone Number: _____

Name of Nominee for [guardian] of my person:

_____

Nominee's Address: _____

_____

Nominee's Telephone Number: _____

EFFECTIVE DATE

This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.

RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT

(Signature of Principal)

Your Signature Date: 7/3-/22

Your Name Printed: BRADLEY STEPHEN CUSTRED

Your Address: 17 PROVIDENT LANE, MOBILE, AL 36608

Your Telephone Number: 251-591-5162

STATE OF ALABAMA

MOBILE **COUNTY**

I, Jahnaviben R Bhatt, a Notary Public, in and for the County in this State, hereby certify that Bradley Custred, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he or she executed the same voluntarily on the day the same bears date.

Given under my hand this the 30 day of July, 2022.

JRBhatt (Seal, if any)

Signature of Notary

My commission expires: Feb 4th 2026

Jahnaviben R Bhatt NOTARY PUBLIC ALABAMA STATE AT LARGE

Jahnaviben R Bhatt
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
February 4, 2026

IMPORTANT INFORMATION FOR AGENT

Agent's Duties

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

(1) do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;

(2) act in good faith;

(3) do nothing beyond the authority granted in this power of attorney; and

(4) disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

(Principal's Name) by (Your Signature) as Agent

Unless the Special Instructions in this power of attorney state otherwise, you must also:

(1) act loyally for the principal's benefit;

(2) avoid conflicts that would impair your ability to act in the principal's best interest;

(3) act with care, competence, and diligence;

(4) keep a record of all receipts, disbursements, and transactions made on behalf of the principal;

(5) cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and

(6) attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

(1) death of the principal;

(2) the principal's revocation of the power of attorney or your authority;

(3) the occurrence of a termination event stated in the power of attorney;

(4) the purpose of the power of attorney is fully accomplished; or

(5) if you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

Liability of Agent

The meaning of the authority granted to you is defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975. If you violate the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975, or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.

Form Made Fillable by PowerofAttorney.com

AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY AND AGENT'S AUTHORITY

STATE OF ALABAMA

COUNTY OF MOBILE

I, STEPHEN ANDREW THOMAS (Name of Agent), certify under penalty of perjury that BRADLEY STEPHEN CUSTRED granted me authority as an agent or successor agent in a power of attorney dated JULY 29 2022.

I further certify that to my knowledge:

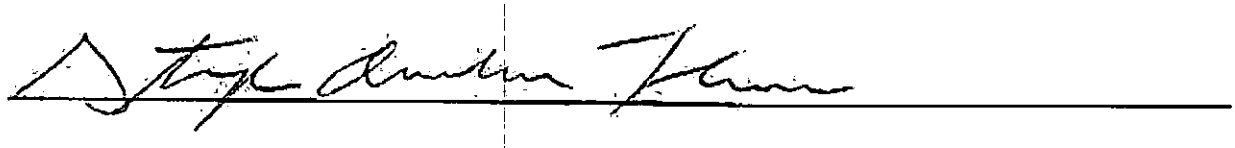
(1) the Principal is alive and has not revoked the Power of Attorney or my authority to act under the Power of Attorney and the Power of Attorney and my authority to act under the Power of Attorney have not terminated;

(2) if the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;

(3) if I was named as a successor agent, the prior agent is no longer able or willing to serve; and

(4) _____

SIGNATURE AND ACKNOWLEDGMENT



Agent's Signature Date: 7/30/22

Agent's Name Printed: STEPHEN ANDREW THOMAS

Agent's Address: 1

Agent's Telephone Number: 205-218-6282

This document was acknowledged before me on

7/30/22,

(Date)

by Stephen Andrew Thomas.

(Name of Agent)

(Seal, if any) Signature of Notary

Jahnaviben R Bhatt NOTARY PUBLIC ALABAMA STATE AT LARGE

My commission expires: Feb 4th 2026

Jahnaviben R Bhatt
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
February 4, 2026

Inst. # 2019016030 Pages: 1 of 3 Doc: LAOR
I certify this instrument filed on 3/28/2019 1:36 PM
Don Davis, Judge of Probate
Mobile County, AL. Rec: $53.00

Clerk: JHANCOCK

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge
Signature
C. Mark Erwin, Chief Clerk
Date 3-28-19

(For County Probate Office Use Only)

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. **The information required in this form is required by Title 10A.**

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the Secretary of State for the state filing fee of $100.00 for standard filing (based on date of receipt and volume) or $200.00 for expedited service (processed within twenty four (24) hours after date of receipt from the County Probate Office) and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is filed. Your notification of filing was provided by the Probate Judge's Office via a stamped copy which is evidence of existence (if it is certified by the Probate Office) according to 10A-1-4.04(c) and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored ($30.00 fee).

The information completing this form must be typed (for your convenience the information is fill-able on this computer form on the website above).

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

2. **A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached and the name reserved must agree with item 1 above [proves name reservation under 10A-1-4.02(f)].**

(For SOS Office Use Only)

This form was prepared by: (type name and full address)
Nhat Truong
202 Government St
Mobile, AL 36602

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. The name of the Registered Agent located at the Registered Office (only one agent):

Brad Custred

Street (No PO Boxes) address of Registered Office (must be located in Alabama):

202 Government St, Mobile, AL 36602

Mailing address in Alabama of Registered Office (if different from street address):

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

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

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

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

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

6. The filing of the limited liability company is effective immediately on the date filed by the Judge of Probate or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12

The undersigned specify 3 / 28 / 2019 as the effective date (must be on or after the date filed in the office of the county Judge of Probate, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 4 : 00 ☐ AM or ☑ PM. (cannot be noon or midnight – 12:00)

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

3 / 28 / 2019
Date (MM/DD/YYYY)

Signature as required by 10A-5A-2.04

Nhat Truong
Typed Name of Above Signature

Organizer
Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

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

Colony Coffee Company LLC

This name reservation is for the exclusive use of Mattie Weldy, 202 Government St, Mobile, AL 36602 for a period of one year beginning February 25, 2019 and expiring February 25, 2020

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.

February 25, 2019

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES829796

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-16-2020

Employer Identification Number:
84-4312953

Form: SS-4

Number of this notice: CP 575 A

COLONY COFFEE COMPANY LLC
BRADLEY S CUSTRED SOLE MBR
202 GOVERNMENT ST
MOBILE, AL 36602

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

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-4312953. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 940	01/31/2021
Form 944	01/31/2021

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

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

(IRS USE ONLY) 575A 01-16-2020 COLO B 9999999999 SS-4

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is COLO. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call
( ) -
_____ _____

DATE OF THIS NOTICE: 01-16-2020
EMPLOYER IDENTIFICATION NUMBER: 84-4312953
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

COLONY COFFEE COMPANY LLC
BRADLEY S CUSTRED SOLE MBR
202 GOVERNMENT ST
MOBILE, AL 36602

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 Lounge

(Type of business)

Colony Coffee Company LLC DBA Knucklebones Elixir Co

(Name of applicant whether individual, corporation, etc.)

202 Government St. ~~Mobile~~

(Location address for application)

Mobile	AL	36602
City	State	Zip

3,928

(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 T-5.2 **Parking Provided** N/A

Parking Required N/A **Compliance:** X **Yes** _____ **No**

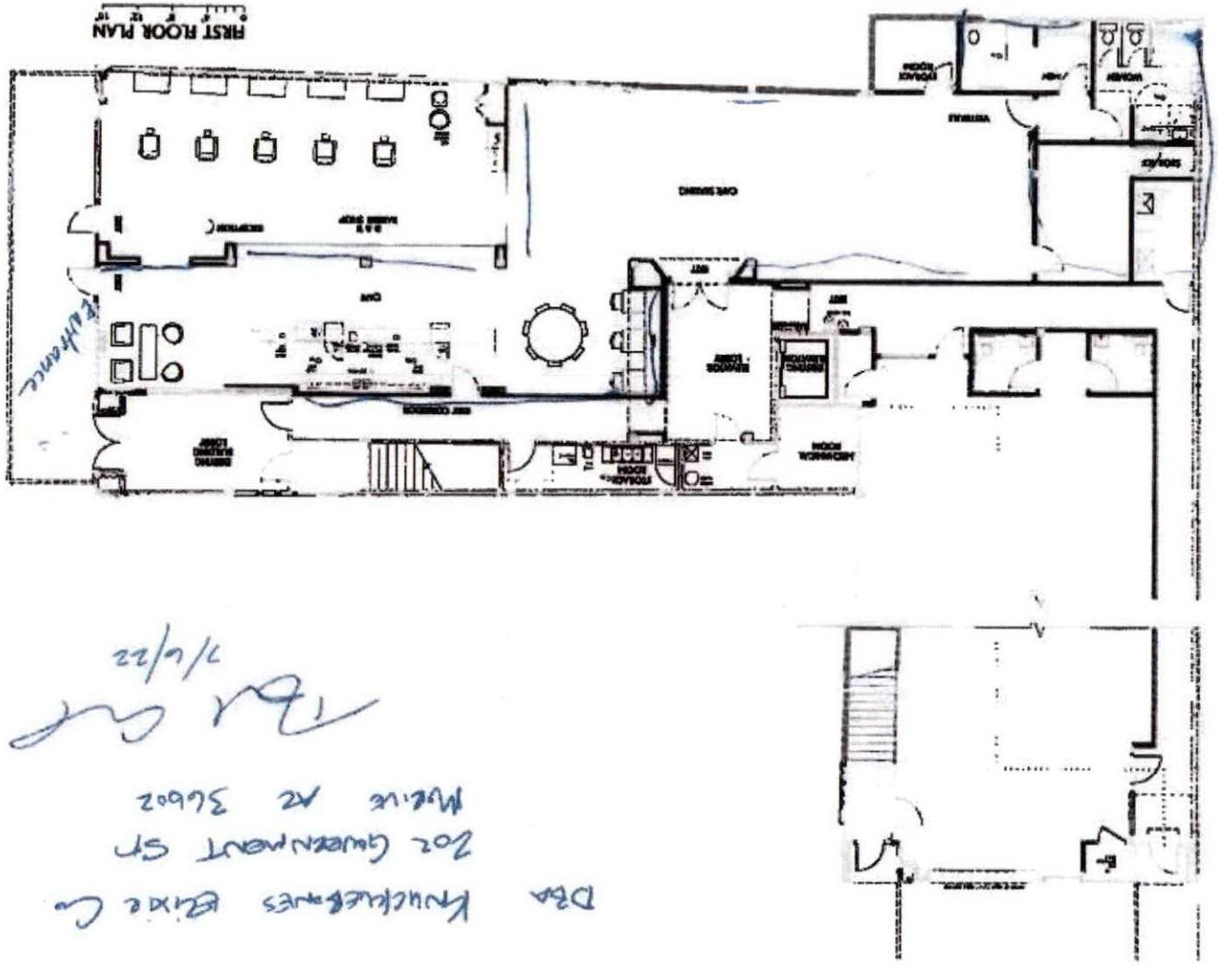
P. Logan Anderson

(Signed by Urban Development Dept)

07/20/2022

Date

*The site is within the Downtown Development District and is exempt from off-street parking requirements.



1117

7/6/22

Dba Knuckleheads Bistro Co
202 Government St
Mobile AL 36602

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE.** State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

The above described property is (X) owned, ( ) leased, ( ) sub-leased, or otherwise surrendered to Colony Coffee Co. DBA Knockaloosa Bikes Co. who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 22 day of July, 2022.

Wendelin Williamson-Beck
Notary Public

WENDELIN WILLIAMSON-BECK
My Commission Expires
April 11, 2020
My Commission Expires

Property Owner — Date 7/22/22

Licensee — Date 7/22/22

SLT- 170849 SP $ 1,800,000.00

STATE OF ALABAMA MTG 2,072,000.00

COUNTY OF MOBILE CC D

Surety Land Title, Inc.
E-RECORDED
ID: 7597 Q.1590
County: Mobile
Date: 1-25-18 Time: 4:30pm

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that 202 Project, L.L.C., a limited liability company, the grantor, for and in consideration of the sum of $1,800,000.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged to have been paid to said grantor by Project 202, LLC, the grantee, does hereby GRANT, BARGAIN, SELL AND CONVEY unto said grantee and to its successors and assigns, subject to the provisions hereinafter contained, all of that real property located in the County of Mobile, State of Alabama, which is described as follows:

Commencing at the Northwest corner of the intersection of Conception and Government Streets, run thence Westwardly along the Northern boundary line of Government Street a distance of 80.10 feet to a point, where said Northern boundary line of Government Street is intersected by the projection of the plane of the West face of the East wall of the building occupied by Southern Bell Telephone and Telegraph Company and the Point of Beginning of the property hereto be described and conveyed; thence run Westwardly along the Northern boundary line of Government Street a distance of 48.05 feet to a point where said Northern boundary line of Government Street is intersected by the projection of the plane of the East face of the East wall of the building occupied by the Golden Rod Social Club; thence with a deflection angle of 88 degrees 27 minutes 30 seconds to the right, run Northwardly along the East face of said wall and the projection thereof a distance of 96.29 feet to a point on the North face of the North wall of the building occupied by Golden Rod Social Club; thence run Westwardly along the North face of said North wall a distance of 8.67 feet to a point; thence with deflection angle of 88 degrees 56 minutes 10 seconds to the right, run Northwardly along the East face of the wall of the Pape Broadcasting Co. storage building a distance of 37.0 feet to a point; thence with a deflection angle of 90 degrees 30 minutes to the right, run Eastwardly a distance of 133.52 feet to a point on the Western boundary line of Conception Street; thence run Southwardly along the Western boundary line of Conception Street a distance of 39.78 feet to a point which is 84 feet North of the Northwest corner of the intersection of Conception and Government Street; thence with deflection angle of 87 degrees 31 minutes to the right, run Westwardly along the North face of the North wall of the building occupied by National Wholesale a distance of 79.82 feet to a point at the Northwest exterior corner of said building; thence with an exterior angle of 91 degrees 58 minutes 20 seconds run Southwardly along the West face of the West wall of said building a distance of 85.5 feet to a point of beginning. The aforesaid property is commonly known as 202 Government Street.

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

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

The street address of the aforesaid real property is 202 Government Street, Mobile, AL 36602.

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

This conveyance is made subject to restrictive covenants, easements, rights-of-way and building set back lines, if any, applicable to said real property, of record, in the Office of the Judge of Probate Court of Mobile County, Alabama.

And, except as to the above and the taxes hereafter falling due, said grantor, for itself, its successors and assigns, hereby covenants with said grantee, its successors and assigns that it is seized of an indefeasible estate in fee simple in and to said real property, that it has a good and lawful right to convey the same, that said real property is free and clear of all encumbrances, that it has the right to the possession, quiet use and enjoyment of said real property and that it does hereby WARRANT AND WILL FOREVER DEFEND the title to said real property and the possession thereof unto said grantee and its successors and assigns against the lawful claims and demands of all persons, whomsoever.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed on this the 25th day of JANUARY, 2018.

202 PROJECT, L.L.C.

By: _____ (SEAL)
Its Co-Manager, Allan R. Cameron, Jr.

By: _____ (SEAL)
Its Co-Manager, John D. Peebles

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned notary public, in and for said State and County, hereby certify that Allan R. Cameron, Jr. and John D. Peebles, whose names as Co-Managers of 202 Project, L.L.C., a limited liability company, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date for and as the act of said limited liability company.

Given under my hand and notarial seal on this the 25th day of January, 2018.

_____
Notary Public,

HELEN P. CHAPPELLE
My Commission Expires
August 26, 2020

Mailing address of grantor:
54 St. Emanuel St.
Mobile, AL. 36602

Mailing address of grantee:
202 Government St.
Mobile, AL 36602

This instrument prepared by:
Chase R. Laurendine
Attorney at Law
5909 Airport Blvd.
P. O. Box 850817
Mobile, Alabama 36685

EXHIBIT "A"

hat real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Commencing at the Northwest corner of the intersection of Conception and Government Streets, run thence Westwardly along the Northern boundary line of Government Street a distance of 80.10 feet to a point, where said Northern boundary line of Government Street is intersected by the projection of the plane of the West face of the East wall of the building occupied by Southern Bell Telephone and Telegraph Company and the Point of Beginning of the property hereto be described and conveyed; thence run Westwardly along the Northern boundary line of Government Street a distance of 48.05 feet to a point where said Northern boundary line of Government Street is intersected by the projection of the plane of the East face of the East wall of the building occupied by the Golden Rod Social Club; thence with a deflection angle of 88 degrees 27 minutes 30 seconds to the right, run Northwardly along the East face of said wall and the projection thereof a distance of 96.29 feet to a point on the North face of the North wall of the building occupied by Golden Rod Social Club; thence run Westwardly along the North face of said North wall a distance of 8.67 feet to a point; thence with deflection angle of 88 degrees 56 minutes 10 seconds to the right, run Northwardly along the East face of the wall of the Pape Broadcasting Co. storage building a distance of 37.0 feet to a point; thence with a deflection angle of 90 degrees 30 minutes to the right, run Eastwardly a distance of 133.52 feet to a point on the Western boundary line of Conception Street; thence run Southwardly along the Western boundary line of Conception Street a distance of 39.78 feet to a point which is 84 feet North of the Northwest corner of the intersection of Conception and Government Street; thence with deflection angle of 87 degrees 31 minutes to the right, run Westwardly along the North face of the North wall of the building occupied by National Wholesale a distance of 79.82 feet to a point at the Northwest exterior corner of said building; thence with an exterior angle of 91 degrees 58 minutes 20 seconds run Southwardly along the West face of the West wall of said building a distance of 85.5 feet to a point of beginning. The aforesaid property is commonly known as 202 Government Street.

PROJECT 202, LLC
BY: BRADLEY S CUSTRED,
MANAGING MEMBER

SLINGSHOT, INC.
BY: BRADLEY STEPHEN CUSTRED
PRESIDENT

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 than 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.

3/27/22
Date

Owner of Property (Signature)

BRADLEY S. CUSTARD
Print Name of Property Owner

202 GOVERNMENT ST.
Address

MOBILE AL 36602
City State Zip

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.

3/27/22
Date

Applicant's Signature

BRADLEY S. CUSTARD
Print Name of Applicant

202 GOVERNMENT ST.
Address

MOBILE AL 36602
City State Zip

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5518
Business Name	COLONY COFFEE COMPANY LLC
Company DBA	KNUCKLEBONES ELIXIR CO
Business Address	202 GOVERNMENT STREET 36602
License Type	020 - RESTAURANT RETAIL LIQUOR
Post Date	08.01.2022
Agenda Meeting Date	08.16.2022

Stryan Andrew Thomas POA
(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	8/10/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/10/2022 - 2:18 PM

R E S O L U T I O N

Sponsored by: Councilmember Reynolds

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

Type of application:	Lounge Retail Liquor Class II (Package Store) License
Submitted by:	CBD and Liquors of Theodore, LLC
Location:	Liquors of Theodore 5701 Hwy 90 West Theodore, AL 36582

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5516

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 08.02.2022

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:

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE STORE)

(Type of License)

TO: *CBD AND LIQUORS OF THEODORE LLC*

Trade Name: LIQUORS OF THEODORE

Location: 5701 HWY 90 WEST THEODORE AL 36582

This business is located within the City's corporate limits.

Comments:
NEW

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5516

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 08.02.2022

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:

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE STORE)

(Type of License)

TO: *CBD AND LIQUORS OF THEODORE LLC*

Trade Name: LIQUORS OF THEODORE

Location: 5701 HWY 90 WEST THEODORE AL 36582

This business is located within the City's corporate limits.

Comments:
NEW

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

From: **Logan Anderson**
Principal Planner

Date: **August 2, 2022**

Re: **Application # 5516 / 5701 US HWY 90 W**

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 package store with retail liquor sales is a permitted use in this zoning district.

Based on documentation on file, the site has a nonconforming status with regard to parking.

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

The site is located in District # 4, Ben Reynolds (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5516 DATE AUGUST 16, 2022

APPLICANT CBD AND LIQUORS OF THEODORE LLC

LOCATION 5701 US HWY 90 WEST

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

AGENDA DATE: 08.16.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5516

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

CBD AND LIQUORS OF THEODORE LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE STORE)**
(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: *CBD AND LIQUORS OF THEODORE LLC*

TRADE NAME: LIQUORS OF THEODORE

LOCATED AT: 5701 HWY 90 WEST THEODORE AL 36582

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☐ YES	☐ NO	☑	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: DAVID E MCCRARY **PHONE#:** 251.680.6900



CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 08.02.2022
Application No: 5516

Type License: ***011 - LOUNGE RETAIL LIQUOR CLASS II (Package Store)***

Type License: ***N/A***

Name of Applicant(s) ***CBD AND LIQUORS OF THEODORE 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
MCCRARY, DAVID ERNEST AL 5407337	MEMBER	12.09.1969 MOBILE AL	
MCCRARY, JENNIFER ANNE AL 5923883	MEMBER	02.25.1975 MEMPHIS TN	

Corporate information: 001017952 (Enter book & page or document info) Date: 05.03.2022 (Incorporation or Authority) County: MOBILE

Trade Name ***LIQUORS OF THEODORE***

Location 5701 HWY 90 WEST THEODORE AL 36582

Mailing Address 5701 HWY 90 WEST THEODORE AL 36582
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? LIQUOR STORE

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

NO

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If **YES**, explain in Law violation Section) **Signature of applicant**

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED**

COUNTY OF **MOBILE** **TITLE** MEMBER **DATE** 08.02.2022

The undersigned CBD AND LIQUORS OF THEODORE LLC dba LIQUORS OF THEODORE - DAVID E MCCRARY
(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

Signature of Affiant

Sworn to and subscribed before, me this 2nd day of August Year 2022

R Shawn Skinner

SIGNATURE OF NOTARY

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person DAVID E MCCRARY E-mail: ADMIN@DAVIDMCRARY.COM

Phone Number: Home Cell: Bus: 251.375.0068

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *NO*

Will this business be operated PRIMARILY as a package store? *YES*

Building seating capacity 0. License premises includes patio area *NO*

Square Footage 3500

License covers: *ENTIRE STRUCTURE*

License Structure: *SINGLE STRUCTURE*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
MCCRARY, DAVID ERNEST AL 5407337	NONE		
MCCRARY, JENNIFER ANNE AL 5923883	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: _____

Lease /Property Ownership

Name of Property Owner/Lessor: DAVID E & JENNIFER A MCCRARY (SELF OWNED)

Address of Property Owner/Lessor: _____

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) _____

Business License & Taxes

Bill Detail

View Bill 122562

Bill Year	2022
Bill Number	1356495
Owner Name	LIQUORS OF THEODORE

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

029442-0002 SHAWN S. 08/02/2022 01:57PM

BUSINESS LICENSE
LIQUORS OF THEODORE
122562
2022 Item: 1356495
ALCOHOL APPLICATION
FEE 50.00

50.00

Subtotal 50.00
Fee: CC FEE 1.50
Total 51.50

CREDIT CARD 51.50
Ref Number APPR 827907 - 1002

Change due 0.00

Paid by: LIQUORS OF THEODORE

Thank you for your payment

CUSTOMER COPY

CITY OF MOBILE REVENUE
205 GOVERNMENT ST
MOBILE, AL 36644-0001
251-208-5880

SALE

REF#: 00000003
Batch #: 607
08/02/22 13:56:15
APPR CODE: 827907
Trace: 3
AMEX Chip
**********1002

AMOUNT **$51.50**

APPROVED

X_____
MCCRARY/DAVID E

AMERICAN EXPRESS
AID: A0000000250108O1
TVR: 00 00 00 80 00
TSI: F8 00

CARDHOLDER ACKNOWLEDGES RECEIPT OF GOODS AND/OR SERVICES IN THE AMOUNT OF THE TOTAL SHOWN HEREON

THANK YOU

MERCHANT COPY

CITY OF MOBILE REVENUE
205 GOVERNMENT ST
MOBILE, AL 36644-0001
251-208-5880

SALE

REF#: 00000003
Batch #: 607
08/02/22 13:56:15
APPR CODE: 827907
Trace: 3
AMEX Chip
**********1002

AMOUNT **$51.50**

APPROVED

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220711135912356

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: LIQUORS OF THEODORE **Filing Fee:** $50.00

Applicant: CBD AND LIQUORS OF THEODORE LLC **Transfer Fee:**

Location Address: 5701 HWY 90 W THEODORE, AL 36582

Mailing Address: 5701 HWY 90 W THEODORE, AL 36582

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:**

Book, Page, or Document info: 001017952

Do you sell Draft Beer?:

Date Incorporated: 05/03/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 05/03/2022

Federal Tax ID: 88-3034007 **Alabama State Sales Tax ID:** R000000000

Name:	Title:	Date and Place of Birth:	Residence Address:
JENNIFER ANNE MCCRARY 5923883 - AL	MEMBER	02/25/1975 MEMPHIS TN	
DAVID ERNEST MCCRARY 5407337 - AL	MEMBER	12/09/1969 MOBILE	

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: DAVID MCCRARY **Home Phon**
Business Phone: 251-375-0068 **Cell Phone**
Fax: **E-mail:** ADMIN@DAVIDMCCRARY.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220711135912356

If applicant is leasing the property, is a copy of the lease agreement attached?
Name of Property owner/lessor and phone number: DAVID MCCRARY AND JENNIFER MCCRARY 251-680-6900
What is lessors primary business? CAR SALES AND LIQUOR STORE
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? NO

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

Will the business be operated primarily as a package store? YES
Building Dimensions Square Footage: 3500 Display Square Footage: 582
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220711135912356

Initial each	Signature page
	In reference to law violations, I attest to the truthfulness of the responses given within the application.
	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XXX	In reference to Special Retail, Special Events retail licenses, and Wine Festival and Wine Festival Participant licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): David Gregory

Signature of Applicant:

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: 7/11/22 **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220711135912356

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Is the lessor involved in any way with the alcohol beverage business?: THE MEMBERS OF THE APPLICANT AND THE OWNERS OF THE THE LICENSE PREMISE ARE THE SAME PEOPLE

Alabama Alcoholic Beverage Control Board
Application Checklist

Trade Name:	LIQUORS OF THEODORE	*Applicant:*	CBD AND LIQUORS OF THEODO
Location:	5701 HWY 90 W THEODORE AL 36582	*License Type:*	011
Contact:	DAVID AND JENNIFER MCCRARY	*ABC Staff:*	S/ DURHAM
Telephone:	251-680-6900	*Date:*	7/11/2022

***IMPORTANT NOTE:** Applicants must provide all the items (if applicable) below before the ABC license can be issued.*

1.	x	FILING FEE	$50.00			
2.	N/A	Transfer Fee				
3.	N/A	Application				
4.	N/A	Transfer Agreement				
5.	N/A	Current ABC License & Current Owner Driver License				
6.	N/A	Current ABC Licensee's Liquor Liability Insurance				
7.	X	Lease				
	X	Is the correct Applicant's name on the lease/deed?				
	X	Is the Address correct on the lease/deed?				
	X	Are the Terms of the lease clear?				
	X	Is the lease/deed signed?				
8.	X	Corporation/LLC/LLP/Partnership Agreement/Association				
9.	x	List of Members				
10.	X	IRS Employer Identification Number (EIN)				
11.		Alabama Dept of Revenue State Sales License				
12.	X	Sketch (On-premise consumption & packages store only)				
13.	N/A	City of Mobile Ordinance				
14.	N/A	Restaurant Menu				
15.	N/A	Restaurant Memorandum of Understanding				
16.	X	Rules & Regulations/Title 28				
17.	N/A	Copy of Tobacco Regulation				
18.	X	Filing/Transfer Fee Acknowledgement	7/18/2022			
19.	X	Instructions to License				
20.	X	Person in Charge Sign				
21.	N/A	Club Liquor Class I and II License Only				
	n/a	Corporation/LLC/LLP				
	n/a	Bylaws				
	n/a	Membership List				
	n/a	Compliance Checklist				
22.	N/A	Power of Attorney				
		Identification/Photograph				
23.	X	Identification (DL, State / Military ID or US Passport-color copy)				
	X	Officer/Member 1				
	X	Officer/Member 2				
24.	X	Proof of Citizenship (Perm Res Card, Naturalization Cert, US Passport-color copy, Birth Certificate)				
	x	Officer/Member 1				
	X	Officer/Member 2				

25.	x	Background check	
	x	Officer/Member 1	DXXXXXXXXXX
	X	Officer/Member 2	
26.	N/A	Co Health Dept. Permit/Inspection (On-premise lic	
27.	N/A	City Business License (Required for tobacco only	
28.		Insurance	
29.	N/A	Current Owner Insurance	
30.		*License Fee	**$600.00**
31.		City/County Approval	

Application expires on November 11 2022

sandy.durham@abc.alabama.gov

Before** July 18, 2022 **Contact

Shawn Skinner
City of Mobile Revenue Dept
205 Government St, 2nd Floor S. Tower
Mobile, AL 36602
251-208-7865

* *Make personal or business checks payable to: Alabama ABC Board.*
Credit or debit cards accepted (Visa, Master Card, Discover or American Express). All fees are electronically transacted through Alabama Interactive.

ABC INSPECTOR USE ONLY

n/a *Save Program* _____ *Photograph Location*

Alabama ABC Board Licensing Compliance
5660 Highway 90 W, PO Box 261, Theodore, AL 36590 Phone (251) 653-0075, Fax (251) 653-0622
www.abc.alabama.gov

Receipt Confirmation Page

Receipt Confirmation Number: 20220711135912356
Application Payment Confirmation Number: 60375331

Payment Summary	
Payment Item	**Fee**
Application Fee for License 011	$50.00
Total Amount to be Charged	**$50.00**

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)	$300.00	$300.00	$600.00
			$0.00
Total Amount to be Charged	$300.00	$300.00	$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)
License Type 2:
License County: MOBILE
Business Type:
Trade Name: **LIQUORS OF THEODORE**
Applicant Name: **CBD AND LIQUORS OF THEODORE LLC**
Location Address: 5701 HWY 90 W
THEODORE, AL 36582

Mailing Address: 5701 HWY 90 W
THEODORE, AL 36582

Contact Person: DAVID MCCRARY
Contact Home Phone: 251-680-6900
Contact Business Phone: 251-375-0068
Contact Fax:
Contact Cell Phone: 251-680-6900
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: MEMBER

INFORMATION SHEET

Contact Person: DAVID MCCRARY **Phone #:** 251-680-6900

Business Name: LIQUORS OF THEODORE, LLC

Corporation Name: DAVID & JENNIFER MCCRARY, INC

Business Address: 5701 HWY 90 WEST

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. _____ **County** _____;
(Enter book and page or document info)

Date _____
(Incorporation or Authority)

Is business equipped with table & chairs? NO **Building seating capacity;** 0

Does the premises have a fully equipped and operational kitchen? NO

Is the place of business habitually used to serve food to the public? NO

If not kitchen equipped, is any type of food served? NO **If yes explain:**

Square Feet of building 3000

For a SPECIAL EVENT, list dates: from _____ **to** _____.
Type of Event _____.

IF OPERATING AS A PRIVATE CLUB:

- ⇒ **Does club charge & collect dues from elected members?** _____
- ⇒ **How many paid-up members are there in the Club?** _____
- ⇒ **Are regular meetings held?** _____ **If so, when?** _____
- ⇒ **Is business conducted through officers regularly elected?** _____
- ⇒ **Are members admitted by written application, investigation & ballot?** _____
- ⇒ **For what purpose is the Club organized & operated. Social**____; **Patriotic**____; **Political**____; **Athletic**____.
- ⇒ **Does the property used, as well as the advantages, belong to all the members?** _____
- ⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** ____
- ⇒ **Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?** _____.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): LIQUORS OF THEODORE, LLC

Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* (X) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) DAVID E MCCRARY

Social Security # _____ Race: W Sex: (X)M ( )F

Driver License# _____ State AL

Title (*i.e. Owner, President, Member*) OWNER

Date of Birth 12 / 09 / 1969

Place of Birth MOBILE AL USA

County *State* *Nation*

Present Address: _____

Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 02 Home# _____ Cell# _____

****

Full Name (*First, Middle, Last*) JENNIFER A MCCRARY

Social Security # _____ Race: W Sex: ( )M (X)F

Driver License# _____ State AL

Title (*i.e. Owner, President, Member*) OWNER

Date of Birth 02 / 25 / 1975

Place of Birth SHELBY TN USA

County *State* *Nation*

Present Address: _____

Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 02 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

I certify that the above information is correct and true.

Owner — Date: 7-28-2022

Signature & Title

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: Rand + Jean Property, Inc

(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 2735 Rose Rd Daphne AL 36526

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

FORM A

Name: David E. McCrary Account # XXXXXXXXXX

Business Name: Liquors of Theodore, LLC

Business Location and Tax ID No.: Theodore, AL R011492198

For Official Use Only **FORM A**

Citizenship status confirmed by _____ **Date** _____

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☐ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, David E. McCrary *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 7-28-2022

Declarant's Signature

FORM A

Name: Jennifer A. McCrary Account # XXXXXXXXXX

Business Name: Liquors of Theodore, LLC

Business Location and Tax ID No.: Theodore, AL R011492198

For Official Use Only FORM A

Citizenship status confirmed by [redacted] Date

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☐ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ Al-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, Jennifer A. McCrary *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 07/27/22

Jennifer A. McCrary

Declarant's Signature

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

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

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

   CBD and LIQUORS of THEODORE, LLC

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

3. The name of the registered agent (only one agent): David & Jennifer McCrary, Inc.

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

   26755 Rigsby Rd DAPHNE, AL 36526

   *COUNTY of above address: BALDWIN

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

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

(For SOS Office Use Only)

Alabama
Sec. Of State

001-017-952 DLL

Date	05/03/2022
Time	14:32:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

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

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

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

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 5 / 4 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 0 : 0 ◉ AM or ○ PM. (cannot be noon or midnight – 12:00)

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

5 / 3 / 2022
Date (MM/DD/YYYY)

David E. McCrary
Signature as required by 10A-5A-2.04

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

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

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

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

CBD and LIQUORS of THEODORE, LLC

This name reservation is for the exclusive use of David & Jennifer McCrary, Inc., 26755 Rigsby Rd, DAPHNE, AL 36526 for a period of one year beginning May 03, 2022 and expiring May 03, 2023

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

May 03, 2022

Date

J H. Merrill

John H. Merrill **Secretary of State**

RES020676

ARTICLES OF ORGANIZATION
OF
CBD AND LIQUORS OF THEODORE, LLC

The undersigned, acting as organizers of CBA AND LIQUORS OF THEODORE, LLC, under the
Alabama Limited Liability Company Act, adopts the following Articles of Organization for said Limited Liability Company:

I.
NAME OF COMPANY

The name of the limited liability company is CBD AND LIQUORS OF THEODORE, LLC ("the Company").

II.
PERIOD OF DURATION

The period of duration is perpetual from date of filing of these Articles of Organization with the Alabama Secretary of State, unless the Company is sooner dissolved.

III.
PURPOSE

The Company is organized for any legal and lawful purpose pursuant to the Alabama Limited Liability Company Act, including but not limited to, operate and function as a wholesale and retail CBD and LIQUOR company.

IV.
REGISTERED OFFICE AND AGENT

The Company's principal place of business in Alabama is at the address of its location as follows:

CBD AND LIQUORS OF THEODORE, LLC
5107 HWY 90 WEST
THEODORE, AL 36582

V.
MEMBER

The name and address of the initial member is:
David & Jennifer McCrary, Inc.: 26755 Rigsby Rd Daphne, AL 36582

VI.
ADDITIONAL MEMBERS

The Member reserves the right to admit additional Members upon the unanimous agreement of the Member as to the admission of, and the consideration to be paid by, such new
Members, and subject to the terms and conditions of the Company's Operating Agreement.

VII.
OPERATING AGREEMENT

The Operating Agreement of the Company shall be executed by each Member of the Company and shall set forth all provisions for the affairs of the Company and the conduct of its business to the extent that such provisions are not inconsistent with las and these Articles.

VIII.
CONTINUATION UPON WITHDRAWAL OF MEMBER

Members and managers of the Company are not liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company.

X.
MANAGERS

The name and business address of the initial member is:
David McCrary: 26755 Rigsby Rd Daphne, AL 36582
The Manager may be removed and replaced by the Members, as provided in the Operating Agreement.

XI.
ORGANIZER

The name and address of the organizer is:

David E. McCrary

in witness whereof, the undersigned have caused these Articles of Organization to be executed this 2nd Day of May 2022.

By: _____
David E. McCrary
Its Organizer

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned Notary Public in and for said County in said State, hereby certify that DAVID E. McCRARY, whose name is signed to the foregoing ARTICLES OF ORGANIZATION and who is known to me, acknowledged before me on this day that, being informed of the contents of said ARTICLES OF ORGANIZATION, he certified that the information contained herein to be correct and executed the same voluntarily on the day the same bear's date.

GIVEN under my hand and official seal on this 2nd day of May 2022.

_____
NOTARY PUBLIC
My commission expires:

LARRY E. KIRBY
My Commission Expires
December 28, 2022

This Instrument Prepared by:

DAVID E. McCRARY

251-680-6900 cell
251-375-0069 fax

2022

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

CBD & LIQUORS OF THEODORE LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011492198	08/15/2022	12/31/2022

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

NAICS CODE: 445320

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Deputy Commissioner

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-29-2022

Employer Identification Number:
88-3034007

Form: SS-4

Number of this notice: CP 575 B

CBD AND LIQUORS OF THEODORE LLC
DAVID MCCRARY MBR
5701 HIGHWAY 90
THEODORE, AL 36582

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

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-3034007. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

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

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

Form 1065 03/15/2023

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

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

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

(IRS USE ONLY) 575B 06-29-2022 CBDA B 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
* Refer to this EIN on your tax-related correspondence and documents.
* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is CBDA. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number ( ) - _____

Best Time to Call _____

DATE OF THIS NOTICE: 06-29-2022
EMPLOYER IDENTIFICATION NUMBER: 88-3034007
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

CBD AND LIQUORS OF THEODORE LLC
DAVID MCCRARY MBR
5701 HIGHWAY 90
THEODORE, AL 36582

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 RETAIL LIQUOR STORE

(Type of business)

LIQUORS OF THEODORE, LLC

(Name of applicant whether individual, corporation, etc.)

5701 HWY 90 WEST

(Location address for application)

Mobile THEODORE AL. 36582

City State Zip

3000

(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

****

URBAN DEVELOPMENT DEPARTMENT

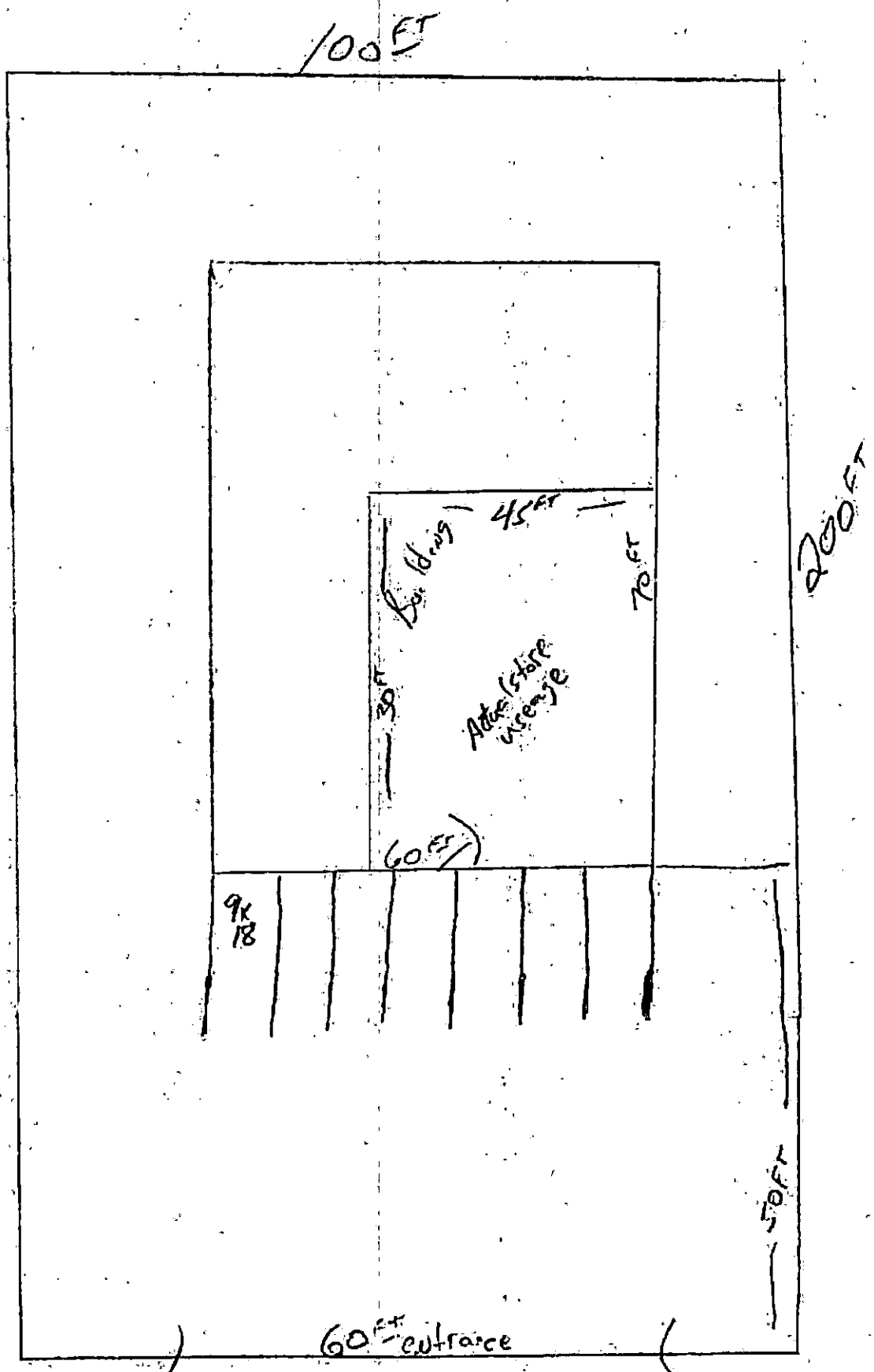
Zoning B-3 Parking Provided 7

Parking Required 10 Compliance: X* Yes _____ No

H. Logan Anderson 08/02/2022

(Signed by Urban Development Dept) Date

*The site is within the Theodore-Tillman's Corner Annexation and was developed prior to annexation. As such, the site has a non-conforming status with regard to parking.


100 FT
200 FT
Bldg
45 FT
70 FT
30 FT
Attached storage
60 FT
9K
18
50 FT
60 FT entrance
5701 US Hwy 90 West

US Hwy 90 West

Liquors of Theodore
Storeway 90 W.
Theodore, Alabama

Parking

Entrance

See Layout

Private
OFFICE
Warehouse

Display
Display
Display
20'
Display
Display
Display

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE**, State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

The above described property is (X) owned, ( ) leased, ( ) sub-leased, or otherwise surrendered to _____ who has applied for an Alabama Alcoholic Beverage License at the above location.

Sworn to and subscribed before me this 28 day of JULY, 20 22.

Notary Public

LARRY E. KIRBY
My Commission Expires
December 29, 2022

My Commission Expires

DAVID & JENNIFER MCCRARY, INC 07/28/2022

Property Owner — Date

Licensee — 7/28/2022 Date

Inst. # 2022026333 Pages: 1 of 3 I certify this instrument filed on: 4/8/2022 4:25 PM
Doc: D Don Davis, Judge of Probate Mobile County, AL Rec: $20.50 DeedTx: $30.00 MinTx $0.00
Clerk: BFRANKS ERecorded

Surety Land Title, Inc.
E-RECORDED
ID:
County:
Date: Time:

STATE OF ALABAMA

COUNTY OF MOBILE
SLT 179064

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that John P. Rogers, Sr. and June L. Rogers, husband and wife, the grantors, for and in consideration of the sum of $149,900.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged to have been paid to said grantors by David & Jennifer McCrary, Inc., the grantee, do hereby GRANT, BARGAIN, SELL and CONVEY unto said grantee, and its successors and assigns, subject to the provisions hereinafter contained, all of that certain real property located in the County of Mobile, State of Alabama, which is described as follows:

> Farm No. 14, Carol Plantation, First Unit, according to plat thereof, recorded in Map Book 4, page 303 of the records in the Office of the Judge of the Probate of Mobile County, Alabama.
>
> EXCEPTING THEREFROM all interests in and to all oil, gas and other minerals in, on and/or under said real property and all rights in connection therewith which may have been granted, reserved or leased to others by instruments, of record, in the Office of the Judge of Probate of Mobile County, Alabama; and
>
> FURTHER EXCEPTING THEREFROM all interests in and to all oil, gas and other minerals in, on and/or under said property and all rights in connection therewith as contained in instrument recorded in Deed Book 401, page 688 of the records in the Office of the Judge of Probate, Mobile County, Alabama.
>
> It is the express intent of the grantors herein to convey ownership of all oil, gas and other mineral interests in, on and/or under said real property and all rights in connection therewith which have not been previously granted to or reserved by others, of record, in the Office of the Judge of Probate of Mobile County, Alabama.
>
> The street address of the aforesaid real property is 5701 Highway 90, Theodore, Alabama 36582.

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

AGREEMENT TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that I will post and maintain said sign and remove the sign after the application is considered by the City.

07/28/2022
Date

Owner of Property (Signature)

DAVID MCCRARY
Print Name of Property Owner

Address

DAPHNE AL 36526
City State Zip

I agree that I will not remove or discard the sign until after the application is considered by the City of Mobile council.

07/28/2022
Date

Applicant's Signature

DAVID E MCCRARY
Print Name of Applicant

Address

DAPHNE AL 36526
City State Zip

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5516
Business Name	CBD AND LIQUORS OF THEODORE LLC
Company DBA	LIQUORS OF THEODORE
Business Address	5701 US HWY 90 WEST 36582
License Type	011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE)
Post Date	08.02.2022
Agenda Meeting Date	08.16.2022

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Sponsored by:

Councilmember Daves

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	8/10/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/10/2022 - 3:31 PM

R E S O L U T I O N

Sponsored by: Councilmember Daves

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

Type of application:	Restaurant Retail Liquor License
Submitted by:	BSM Group, LLC
Location:	Osaka Japanese Steakhouse 3827 Airport Boulevard Mobile, AL 36608

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5509

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 07.29.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

020 - RESTAURANT RETAIL LIQUOR

(Type of License)

TO: *BSM GROUP LLC*

Trade Name: OSAKA JAPANESE STEAKHOUSE

Location: 3827 AIRPORT BLVD MOBILE AL 36608

This business is located within the City's corporate limits.

Comments:
TRANSFER

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5509

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 07.29.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

020 - RESTAURANT RETAIL LIQUOR

(Type of License)

TO: *BSM GROUP LLC*

Trade Name: OSAKA JAPANESE STEAKHOUSE

Location: 3827 AIRPORT BLVD MOBILE AL 36608

This business is located within the City's corporate limits.

Comments:
TRANSFER

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

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

Date: **August 2, 2022**

Re: **Application # 5509 / 3827 Airport Blvd**

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 restaurant with retail liquor sales is a permitted use by right in this zoning district.

The site does not meet the parking requirements of the Zoning Ordinance, but a Planned Unit Development was approved by the Planning Commission at its July 2, 2009 meeting to allow shared access and parking with an adjacent site.

Based on the plan submitted, the site meets the requirements of the approved Planned Unit Development.

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

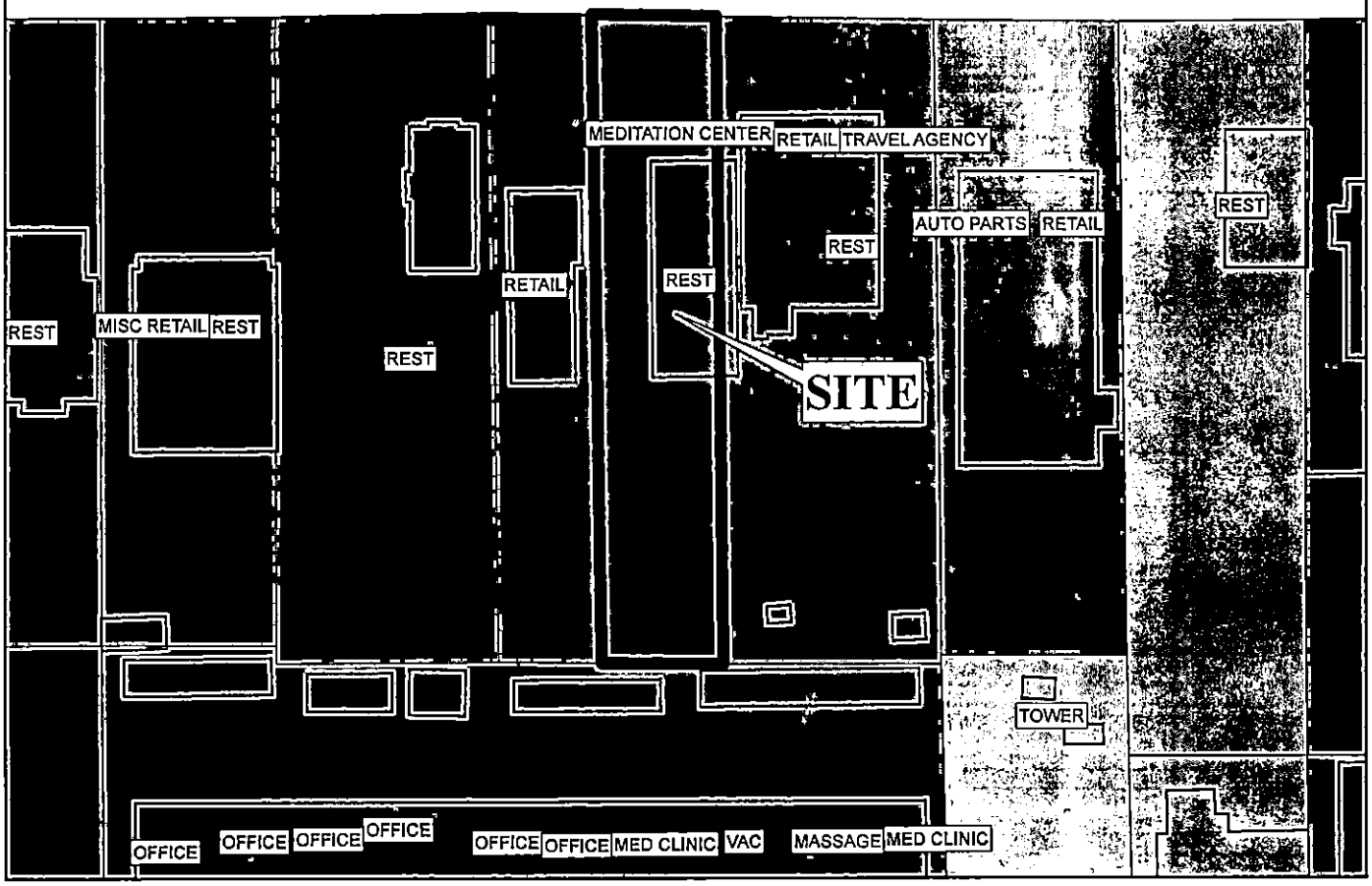
The site is located in District # 5, Joel Daves (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING

AIRPORT BLVD SERVICE RD

AIRPORT BLVD

AIRPORT BLVD SERVICE RD



APPLICATION NUMBER 5509 DATE AUGUST 16, 2022

APPLICANT BSM GROUP LLC

LOCATION 3827 AIRPORT BLVD

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	

N
W E
S

NTS

LANDUSE SURVEY CONDUCTED 2010

AGENDA DATE: 08.16.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5509

☐ **NEW APPLICATION** ☑ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

BSM GROUP LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **020 - RESTAURANT RETAIL LIQUOR**
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *BSM GROUP LLC*

TRADE NAME: OSAKA JAPANESE STEAKHOUSE

LOCATED AT: 3827 AIRPORT BLVD MOBILE AL 36608

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☐ YES	☐ NO	☑	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKANNER
(Revenue Department Representative)

CONTACT: BILL TAN PHONE#: 678.477.1752

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *TRANSFER-OWNERSHIP*
Application Date: 07.29.2022
Application No: 5509

Type License: ***020 - RESTAURANT RETAIL LIQUOR***

Type License: ***N/A***

Name of Applicant(s) ***BSM GROUP LLC***

Ownership: ***ASSOCIATION***

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
TAN, BILL AL 10343093	MEMBER	11.30.1960 BEDONG KEDAH MALAYSIA	
CHEN, YIQING GA 054856936	MEMBER	01.22.1973 CHINA	
MANIVONG, HONG GA 066713409	MEMBER	12.20.1963 LAUN PHARBANG LAOS	

Corporate information: 948-348 (Enter book & page or document info) Date: 10.28.2021 (Incorporation or Authority) County: MOBILE

Trade Name ***OSAKA JAPANESE STEAKHOUSE***

Location 3827 AIRPORT BLVD MOBILE AL 36608

Mailing Address 3827 AIRPORT BLVD MOBILE AL 36608
(Include Street or Post Office Box Address City State, and Zip Code)

☑ **Previous Licensee Information** ☑ **Transferee**

Licensee Name SOUTH CHINA RESTAURANT INC Type 020 - RESTAURANT

Trade Name OSAKA JAPANESE STEAKHOUSE License No# 000703549

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) 3827 AIRPORT BLVD MOBILE AL 36608

GENERAL APPLICATION INFORMATION

Contact Person BILL TAN E-mail: SULTANTEN@YAHOO.COM

Phone Number: Hom: Bus: 251.343.2525

Do the premises have a fully equipped and operational kitchen? *YES*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *YES*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 85

License premises includes patio area *NO*

Square Footage 4100

License covers: *ENTIRE STRUCTURE*

License Structure: *SINGLE STRUCTURE*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
TAN, BILL AL 10343093	NONE		
CHEN, YIQING GA 054856936	NONE		
MANIVONG, HONG GA 066713409	NONE - PRIOR 10+		

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: [signature]

Lease /Property Ownership

Name of Property Owner/Lessor: SML PROPERTIES LLC 251.455.9844

Address of Property Owner/Lessor: PO BOX 16227 MOBILE AL 36616

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) BT

What is the applicant(s) primary business at this location? RESTAURANT

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)_____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)_____

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

NO BT

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? *N/A*

(If **YES**, explain in Law violation Section) **Signature of applicant**_____

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED**_____

COUNTY OF **MOBILE** **TITLE** MEMBER **DATE** 07.29.2022

The undersigned BSM GROUP LLC dba OSAKA JAPANESE STEAKHOUSE - BILL TAN (MEMBER)

(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

_____

Signature of Affiant

Sworn to and subscribed before, me this 29th day of July Year 2022

R Shawn Skinner

SIGNATURE OF NOTARY

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

MY COMMISSION EXPIRES

Business License & Taxes

Bill Detail

View Bill

Bill Year	2022
Bill Number	1356252
Owner Name	BSM GROUP LLC

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

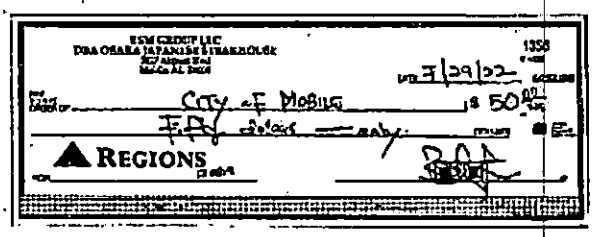
029337-0008 SHAWN S. 07/29/2022 09:22AM

BUSINESS LICENSE
BSM GROUP LLC
120819
2022 Item: 1356252
ALCOHOL APPLICATION FEE 50.00

50.00

Subtotal	**50.00**
Total	**50.00**
CHECK	50.00
Check Number 1356	
Change due	**0.00**

Paid by: BSM GROUP LLC



Thank you for your payment

CUSTOMER COPY

City of Mobile

Past History for Business ID: 120819

License Summary by Bill Detail:

YEAR	CATEGORY	TYPE	MONTH	GROSS RECEIPTS	DEDUCTIONS	ADJUSTMENT	TOTAL DUE	BALANCE
2022	72	716	DEC	794,216.10	.00	2,349.22	2,487.22	PAID
			TOTALS	794,216.10	.00	2,349.22	2,487.22	.00

Tax Summary by Bill Detail:

YEAR	CATEGORY	MONTH	GROSS RECEIPTS	DEDUCTIONS	ADJUSTMENT	TOTAL DUE	BALANCE
2022	FOOD TAX	JUN	50,478.80	.00	.00	2,523.94	PAID
2022	FOOD TAX	MAY	57,622.10	.00	.00	2,881.10	PAID
2022	FOOD TAX	APR	59,377.60	.00	.00	2,968.88	PAID
2022	FOOD TAX	MAR	64,402.40	.00	.00	3,220.12	PAID
2022	FOOD TAX	FEB	100,374.80	.00	.00	5,018.74	PAID
2022	FOOD TAX	JAN	.00	.00	50.00	50.00	PAID
		TOTALS	332,255.70	.00	50.00	16,662.78	.00

** END OF REPORT - Generated by RODNEY SKINNER **

5509

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220622095300119

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** **County:**

Type License: **State:** **County:**

Trade Name: OSAKA JAPANESE STEAKHOUSE **Filing Fee:**

Applicant: BSM GROUP LLC **Transfer Fee:** $50.00

Location Address: 3827 AIRPORT BLVD MOBILE, AL 36608

Mailing Address: 3827 AIRPORT BLVD MOBILE, AL 36608

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:**

Book, Page, or Document info: 948-348

Do you sell Draft Beer?:

Date Incorporated: 10/18/2021 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 10/18/2021

Federal Tax ID: 87-3134514 **Alabama State Sales Tax ID:** R011269588

Name:	Title:	Date and Place of Birth:	Residence Address:
YIQING CHIN 054856936 - GA	MEMBER	01/22/1973 CHINA	
HONG MANIVONG 066713409 - GA	MEMBER	12/20/1963 LAOS	
BILL TAN 10343093 - AL	MEMBER	11/30/1960 PENANG MALAYSIA	

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: BILL TAN
Business Phone: 678-477-1752
Fax:

Home Phone: 678-477-1752
Cell Phone: 678-477-1752
E-mail: SULTANTEN@YAHOO.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: OSAKA JAPANESE STEAKHOUSE
Applicant: SOUTH CHINA RESTAURANT INC

Previous License Number(s)
License 1: 020-000703549
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220622095300119

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: SML PROPERTIES LLC 251-455-9844
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 4100 Display Square Footage:
Building seating capacity: 85 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:
HONG MANIVONG	CRIMINAL DAMAGE TO PROPERTY 1ST DEGREE 05/10/1983	COBB COUNTY SHERIFFS OFFICE	DISMISSED 1/9/84
HONG MANIVONG	5/10/83 SIMPLE BATTERY	COBB COUNTY SHERIFFS OFFICE	DISMISSSED 1/9/94

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220622095300119

Initial each	Signature page
BT	In reference to law violations, I attest to the truthfulness of the responses given within the application.
BT	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
BT	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.
BT	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
BT	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.
BT	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.
BT	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): BILL TAN

Signature of Applicant: [signature]

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: 6/22/22 **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

Alabama Alcoholic Beverage Control Board
Application Checklist

Trade Name: **OSAKA JAPANESE STEAKHOUSE**
Location: 3827 AIRPORT BLVD MOBILE AL 36608
Contact: BILL TAN
Telephone: 678-477-1752

Applicant: **BSM GROUP LLC**
License Type: 020
ABC Staff: SANDY DURHAM
Date: 6/22/2022

Applicants must provide all the items (if applicable) below before the ABC license can be issued.

1. X Filing Fee $50.00
2. N/A Transfer Fee
3. N/A Application
4. X Transfer Agreement
5. X Current ABC License & Current Owner Driver License
6. ____ Lease/Deed–XXXXXXXXXXXXXXXXX
   - ____ Is the correct Applicant's name on the lease/deed?
   - ____ Is the Address correct on the lease/deed?
   - X Are the Terms of the lease clear?
   - X Is the lease/deed signed?
7. X Corporation/LLC/LLP/Partnership Agreement/Association
8. X Incumbency Certificate/Member List
9. X IRS Employer Identification Number (EIN)
10. X Alabama Dept of Revenue State Sales License
11. X Sketch (On-premise consumption & packages store only)
12. N/A City of Mobile Ordinance
13. X Restaurant Menu
14. X Restaurant Memorandum of Understanding
15. X Rules & Regulations/Title 28
16. N/A Copy of Tobacco Regulation 6/30/2022
17. X Filing/Transfer Fee Acknowledgement
18. X Instructions to License
19. X Person in Charge Sign
20. n/a Club Liquor Class I and II License Only
    - n/a Corporation/LLC/LLP
    - n/a Bylaws
    - n/a Membership List
    - n/a Compliance Checklist
21. N/A Power of Attorney
    - N/A Identification/Photograph
22. X Identification (DL, State / Military ID or US Passport-color copy)
    - X Officer/Member 1
    - X Officer/Member 2
    - x Officer/Member 3
23. X Proof of Citizenship (Perm Res Card, Naturalization Cert, US Passport-color copy, Birth Certificate)
    - X Officer/Member 1
    - X Officer/Member 2
    - X Officer/Member 3
24. ____ State of Residence / FBI Background Check
    - ____ Officer/Member 1
    - X Officer/Member 2
    - ____ Officer/Member 3
26. X Co Health Dept. Permit/Inspection (On-premise locations only)
27. N/A City Business License (Required for tobacco only locations.)
28. X Insurance
29. N/A Current Owner Insurance
30. ____ *License Fee **$0.00**
31. ____ City/County Approval

This application expires in 60 days on August 22, 2022

Before ***June 30, 2022*** ***Contact***

Shawn Skinner
City of Mobile Revenue Dept
205 Government St, 2nd Floor S. Tower
Mobile, AL 36602
(251) 208-7865

sandy.durham@abc.alabama.gov

* *Make personal or business checks payable to: Alabama ABC Board.*
Credit or debit cards accepted (Visa, Master Card, Discover or American Express). All fees are electronically transacted through Alabama Interactive.

ABC INSPECTOR USE ONLY

n/a *Save Program* ____ *Photograph Location*

Alabama ABC Board Licensing Compliance
5660 Highway 90 W, P O Box 281, Theodore, AL 36590, Telephone (251) 653-0015, Fax (251) 653-6622

INFORMATION SHEET

Contact Person: BILL TAN **Phone #:** 678-4771752

Business Name: OSAKA JAPANESE STEAKHOUSE

Corporation Name: BSM GROUP LLC

Business Address: 3827 Airport Blvd. Mobile AL 36608

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. _____ **County** _____;
(Enter book and page or document info)

Date _____
(Incorporation or Authority)

Is business equipped with table & chairs? YES **Building seating capacity;** 86

Does the premises have a fully equipped and operational kitchen? YES

Is the place of business habitually used to serve food to the public? YES

If not kitchen equipped, is any type of food served? _____ **If yes explain:**

_____

Square Feet of building 4000

_____

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?** _____ N/A
⇒ **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): BSM GROUP 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*) BILL TAN

Social Security ~~#~~ ~~:~~ ASIAN Sex: (√)M ( )F

Driver License# _ State AL

Title (*i.e. Owner, President, Member*) _____

Date of Birth 11 / 30 / 1960

Place of Birth BEDONG KEDAH MALAYSIA
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 1 yr Home# / Cell

****

Full Name (*First, Middle, Last*) HONG MANIVONG

Social Security # _ ASIAN Sex: (√)M ( )F

Driver License# _ State _____

Title (*i.e. Owner, President, Member*) _____

Date of Birth 12 / 20 / 1963

Place of Birth LAUN PHARBANG LAOS
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 8 Home# _____ Cell#

Full Name (*First, Middle, Last*) YIQING CHEN

Social Security # _____ Race: ASIAN Sex: (√)M ( )F

Driver License# _____ State GA

Title (*i.e. Owner, President, Member*) _____

Date of Birth 1 / 22 / 1973

Place of Birth _____ CHINA
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 10 Home# _____ Cell# _____

****

Full Name (*First, Middle, Last*) _____

Social Security # _____ Race: _____ Sex: ( )M ( )F

Driver License# _____ State _____

Title (*i.e. Owner, President, Member*) _____

Date of Birth ____ / ____ / ____

Place of Birth _____
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: _____ Home# _____ Cell# _____

****

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

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
		N/A		

I certify that the above information is correct and true.

Signature & Title

Date: 7/20/22

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor:_____
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address:_____

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.

678 477 1752

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

1. THE NAME OF THE LIMITED LIABILITY COMPANY

BSM GROUP, LLC

2. THIS FORM WAS PREPARED BY:

Bill Tan

3. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

Bill Tan
3827 Airport Blvd Rd
Mobile, AL 36609
MOBILE

MAILING ADDRESS IN ALABAMA OF REGISTERED OFFICE (IF DIFFERENT FROM STREET ADDRESS):

4. THE UNDERSIGNED CERTIFY THAT THERE IS AT LEAST ONE MEMBER OF THE LIMITED LIABILITY COMPANY.

5. CHECK ONLY IF THE TYPE APPLIES TO THE LIMITED LIABILITY COMPANY BEING FORMED:

- ☐ NON-PROFIT LLC
- ☐ NON-PROFIT SERIES LLC
- ☐ PROFESSIONAL SERIES LLC
- ☐ PROFESSIONAL LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 8
- ☐ SERIES LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 11

(FOR SOS OFFICE USE ONLY)

Alabama
Sec. Of State

948-348 DLL

Date	10/18/2021
Time	09:04:00
File	$100.00
County	$100.00
Exp	$0.00
Total	$200.00

6. THE UNDERSIGNED SPECIFY 10/19/2021 08:49 AS THE EFFECTIVE DATE AND THE TIME OF FILING

☐ ATTACHED ARE ANY OTHER MATTERS THE MEMBERS DETERMINE TO INCLUDE HEREIN

7. ORGANIZER(S) - OPTIONAL

Not Applicable

10/18/2021	Bill Tan owner
DATE	ELECTRONIC SIGNATURE & TITLE

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY
CERTIFICATE OF AMENDMENT

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

1. The name of the Limited Liability Company from the Certificate of Formation:

   BSM GROUP, LLC

2. The date the Certificate of Formation was filed: 10 /18 /2021 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 948 - 348 **TO OBTAIN ID NUMBER** Go to our website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. This step is strongly recommended.

4. The titles, dates, and places of filing of any previous Amendments: _____

   Attach a listing if necessary.

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached.

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as an Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

(For SOS Use Only)

Alabama
Sec. Of State
948-348 DLL
Date 10/21/2021
Time 10:01:50
File $100.00
Exp _____
Total $100.00

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

5. The following amendment was adopted on 10 / 21 / 2021 (MM/DD/YYYY):

See attached.

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

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

10 / 21 / 2021
Date (MM/DD/YYYY)

Bill Tan
Signature as required by 10A-5A-2.04

Owner
Typed Title/Capacity to Sign under 10A-5A-2.04

Amendment Details

Entity Info

Current Entity Name BSM GROUP, LLC	**Entity ID** 948-348
Type Limited Liability Company (LLC)	**Formation Date** 2021-10-18

Principal Address

Original	Amended
Physical Address	**Physical Address** 3827 Airport Blvd Mobile, AL 36608
Mailing Address	**Mailing Address** 3827 Airport Blvd Mobile, AL 36608

Members and Addresses

Original

Member	Street Address	Mailing Address	

Amended

Member	Street Address	Mailing Address	
BILL TAN	3827 Airport Blvd MOBILE, AL 36608	3827 Airport Blvd MOBILE, AL 36608	(Added)
HONG MANIVONG	3827 Airport Blvd MOBILE, AL 36608	3827 Airport Blvd MOBILE, AL 36608	(Added)
YI QING CHEN	3827 Airport Blvd MOBILE, AL 36608	3827 Airport Blvd MOBILE, AL 36608	(Added)

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

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

BSM GROUP, LLC

This name reservation is for the exclusive use of Bill Tan, 1825 Spring Brook Ct, Mobile, AL 36609 for a period of one year beginning October 18, 2021 and expiring October 18, 2022

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.

October 18, 2021

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES981545

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-18-2021

Employer Identification Number:
87-3134514

Form: SS-4

Number of this notice: CP 575 A

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

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

BSM GROUP
OSAKA JAPANESE STEAKHOUSE
% BILL TAN MBR
3827 AIRPORT BLVD
MOBILE, AL 36608

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-3134514. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	01/31/2022
Form 940	01/31/2022
Form 1065	03/15/2022

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

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an RESTAURANT

(Type of business)

BSM GROUP LLC

(Name of applicant whether individual, corporation, etc.)

3827 Airport Blvd Mobile AL 36608

(Location address for application)

Mobile AL

City State Zip

5700

(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 27

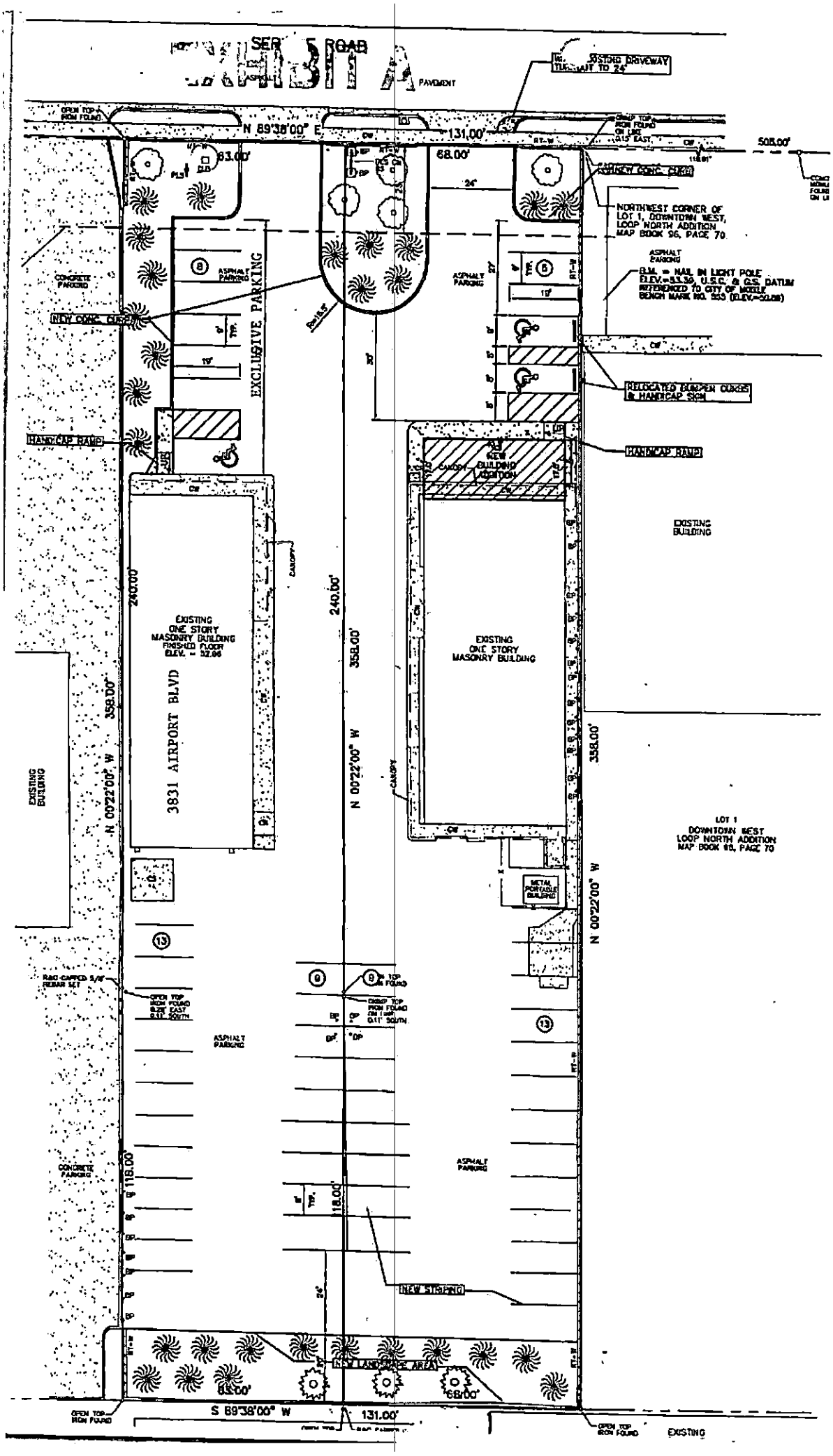
Parking Required 57 Compliance: X Yes _____ No

P. Logan Anderson 07/20/2022

(Signed by Urban Development Dept) Date

*The site shares access and parking with the adjacent lot via Planned Unit Development approval. As such, parking is sufficient.

s


EXHIBIT A
SERVICE ROAD
PAVEMENT
EXISTING DRIVEWAY TO BE WIDENED TO 24'
N 89°38'00" E 131.00'
505.00'
83.00'
68.00'
24'
NORTHWEST CORNER OF LOT 1, DOWNTOWN WEST, LOOP NORTH ADDITION MAP BOOK 96, PAGE 70
ASPHALT PARKING
B.M. = NAIL IN LIGHT POLE ELEV.=53.36, U.S.C. & G.S. DATUM REFERENCED TO CITY OF MOBILE BENCH MARK NO. 553 (ELEV.=30.88)
CONCRETE PARKING
NEW CONC. CURB
EXCLUSIVE PARKING
RELOCATED BUMPER GUARDS & HANDICAP SIGN
HANDICAP RAMP
ALL NEW BUILDING ADDITION
CANOPY
EXISTING BUILDING
EXISTING ONE STORY MASONRY BUILDING FINISHED FLOOR ELEV. = 52.96
3831 AIRPORT BLVD
240.00'
358.00'
N 00°22'00" W
EXISTING ONE STORY MASONRY BUILDING
338.00'
LOT 1 DOWNTOWN WEST LOOP NORTH ADDITION MAP BOOK 93, PAGE 70
METAL PORTABLE BUILDING
RAD-CAPPED 5/8" REBAR SET
OPEN TOP IRON FOUND 0.32' EAST 0.11' SOUTH
CRIMP TOP IRON FOUND ON LINE 0.11' SOUTH
118.00'
NEW STRIPING
NEW LANDSCAPE AREA
65.00'
68.00'
S 89°38'00" W 131.00'
OPEN TOP IRON FOUND
EXISTING

382

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of MOBILE and in the county of

MOBILE, State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

The above described property is ( ) owned, (X) leased, ( ) sub-leased, or otherwise surrendered to Osaka Japanese Steakhouse - Bell Tan who has applied for an Alabama Alcoholic Beverage License at the above location.

Sworn to and subscribed before me this 13 day of July 2022

Notary Public

SML PROPERTIES LLC
Property Owner — Date 7-12-2022

8-18-2025
My Commission Expires

Licensee — Date

10

Property Details

Account	
Key Number:	1302405
Legal Description:	COMG IN SE COR OF NE 1/4 OF SEC 10 T7S R2W TH RUN 09 DEG W 1190 FT-S- FOR BEG TH CONT W 250 FT-S- TH N 560 FT TH E 250 FT-S- TH S 560 FT-S- TO POB #SEC 10 T7S R2W #MP43 02 10 1 000
Parcel Number:	430210100000202X
Type:	Real
Property Class:	2
Location	
Address:	3827 AIRPORT BLVD MOBILE, AL

NEW

ASSIGNMENT OF LEASE

THIS AGREEMENT made the 17th day of May, 2022, by and between SML PROPERTIES, LLC of Mobile, Alabama ("Lessor") and Bill B. Tan of 1479 Lake Heights Circle, Dacula, GA 30019, hereinafter called Assignor, and BSM Group, LLC, hereinafter called Assignee;

WHEREAS by lease dated December 8, 2021 made between SML PROPERTIES, LLC, as Lessor, and Bill B. Tan, as Lessee, the space identified as 3827 Airport Boulevard, Mobile, Alabama 36608, was leased for a period of Sixty (60) equal months commencing December 1, 2022, subject to the covenants, conditions and stipulations contained in said lease, and

WHEREAS Assignor and Assignee mutually agree that the effective date of this Assignment of Lease shall be May 1, 2022.

WHEREAS Lease shall be Guaranteed by Bill B. Tan as per Exhibit A.

NOW THEREFORE, in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations, the Assignor hereby assigns to Assignee all of their rights, title and interest in and to said lease and the premises described therein, for the unexpired term of said lease, subject to the payment of the aforesaid rent and the performance of the convenants, conditions and stipulations contained therein. The Assignee hereby covenants, during the continuance of said term, to pay the rents reserved, to perform the convenants, conditions and stipulations set forth in said lease to be performed by the Lessee therein, and to keep indemnified the Assignor against all actions, claims and demands whatsoever, in respect to said rents, covenants, conditions and stipulations, or in any demands relating thereto. It is expressly understood that Assignee shall be responsible for the full remittance of any reimbursement billing for property taxes, insurance or common area maintenance which may be due at year end reconciliation. Any proration between Assignor and Assignee will be their responsibility to resolve. It is expressly understood by the Assignor that in the event of a default by Assignee, the Assignor shall not be relieved of liability to perform the terms of this lease.

By virtue of the fact that the Assignor has caused the execution hereof, they do hereby appoint Cummings & Associates, Inc., P. O. Drawer 16227, Mobile, Alabama, 36616, as agent for Assignor. Assignee agrees to make all payments of rental to Assignor's agent.

BT

AGREEMENT TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that I will post and maintain said sign and remove the sign after the application is considered by the City.

7-12-2022
Date

SML PROPERTIES LLC
SOPHIA M CHN MANAGER
Owner of Property (Signature)

SML PROPERTIES LLC
SOPHIA M. CHN MANAGER
Print Name of Property Owner

I agree that I will not remove or discard the sign until after the application is considered by the City of Mobile council.

7/15/22
Date

Applicant's Signature

Bill Tan

City State Zip

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5509
Business Name	BSM GROUP LLC
Company DBA	OSAKA JAPANESE STEAKHOUSE
Business Address	3827 AIRPORT BLVD 36608
License Type	020 - RESTAURANT RETAIL LIQUOR
Post Date	07.29.2022
Agenda Meeting Date	08.16.2022

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

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

Purpose and Scope of Project:

Declare weeds noxious, Group 1631

Effective Date of Contract:

8/16/2022

Funding Source

Project # Weed Lien Group 1631 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1631	Backup Material	8/11/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			8/11/2022 - 1:34

Enforcement	Gauthier, Lana	Approved	PM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **August 11, 2022**

SUBJECT: WEED LIEN GROUP **1631**

Attached, please find Assessment Lists for Weed Lien Group Number **1631** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 8/16/2022

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 9/20/2022

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

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

NUISANCE PHOTOS (DATED): 8/18/2022

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 9/1/2022

LEGAL NOTICE ADS: 9/7/2022-9/14 /20222

POSTING DATE: 9/13/2022

Copy to: Marchetta Taite

	WEED LIEN	
	1631	Res. No.
8/16/2022	LOTS TO BE DECLARED	58-
9/20/2022	LOTS FOR PUBLIC HEARING	58-
//2022	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	CASE #	Amount Assessed	Dis	N/A CBO
1	1422 Stewart Rd	19874	20546		3	
2	1507 Steve St W	27788	20547		4	
3	1919 St Stephens Rd	19653	20548		1	
4	2052 Avondale Ct	19408	20549		2	
5	1701 Bolden St	28032	20550		1	
6	560 Bates Lane	26772	20551		1	
7	257 Rylands St	19165	20552		2	
8	2474 Boyette St	27361	20553		1	
9	106 Michael Donald Ave F/k/a 106 Herndon Ave	27646	20554		2	
10	3132 Clubhouse Rd	10718	20556		3	
11	302 Lexington Ave	26867	20557		2	
12	1102 Lyons St	28135	20579		2	
13	2351 Howell Ave	28079	20580		5	
14	672 Ruth St	27714	20581		2	
15	404 Pinehill Dr	19547	20582		5	
16	664 Rickarby St	28419	20730		2	
17	1766 Dublin St	28012	20584		2	
18	4122 Springdale Rd	20386	20731		5	
19	627 Crenshaw St	27663	20586		5	
20	1056 Preston St	19969	20587		3	
21	654 Rickarby St	27675	20629		2	
				$ -		

District total for this group		Numbers of lots cut	
1	4	1	
2	9	2	
3	3	3	
4	1	4	
5	4	5	
6	0	6	
7	0	7	
	21		0

*ADD Added in from other Groups
*CBC Cut By Contractor
*CBO Cut By Owner
*UDL Undeveloped Lot
*N/A Taken out by Inspector

8/11/22

Marchetta Davis 8.11.2022

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP PURCHASE FOOTBALL UNIFORMS, SAFETY EQUIPMENT AND TRANSPORTATION FOR THE AWAY GAMES

Amount of Contract:

$500.00

Funding Source

Project # DSC-01 / 10041020-42080	**Discretionary Funds** DSC-01
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SCHOOL RESOLUTION - BOOKER R. WASHINGTON MIDDLE SCHOOL	Cover Memo	8/9/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	8/9/2022 - 11:06 AM

60- 2022

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

Sponsored by: *Councilmember Cory Penn*

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

WHEREAS, *Booker T. Washington Middle School,* is a public middle school in Mobile, Alabama; and

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

WHEREAS, the Mobile City Council determines that this appropriation to *Booker T. Washington School will be used to help purchase football uniforms, safety equipment and transportation for the away games* 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 **$500.00** to Booker T. Washington Middle School for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO SUPPORT THEIR 2022 ANNUAL COMMUNITY CAMPAIGN BY ASSISTING THE CITY OF MOBILE RESIDENTS WITH THEIR HEALTH AND HUMAN SERVICE NEEDS

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-01 / 10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - THE UNITED WAY OF SOUTHWEST ALABAMA, INC.	Cover Memo	8/9/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	8/9/2022 - 11:28 AM

60- 2021

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

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$1,000.00** to The United Way of Southwest Alabama, Inc., from his discretionary funds*; and

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

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

WHEREAS, the Mobile City Council determines that this appropriation to *The United Way of Southwest Alabama, Inc., will be used to support their 2022 Annual Community Campaign by assisting the City of Mobile residents with their health and human service needs*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to The United Way of Southwest Alabama, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:

Chief Jeremy Lami, MFRD

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	8/10/2022
cert 1	Cover Memo	8/10/2022
cert 2	Cover Memo	8/10/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/10/2022 - 3:41 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

June 2022: Firefighter Geraldine Hebert

July 2022: Firefighter Derrick Payne

These employees are to be commended for their exemplary work performance or innovations that significantly reduce costs or result in outstanding improvement in service to the public.

Adopted:

_____

City Clerk

Firefighter of the Month

Firefighter Geraldine Hebert

The Mobile Fire-Rescue Department (MFRD) proudly announces Firefighter Geraldine Hebert as the June 2022 Firefighter of the Month. Firefighter Hebert began her career with MFRD in December of 2020. Firefighter Hebert was assigned to EC26 in the spring of 2022. She arrived enthusiastic and ready to further her knowledge as a firefighter. Firefighter Herbert fit in immediately as part of the crew.

Firefighter Hebert takes the job very seriously, she sees the opportunity to be a firefighter as a privilege. Firefighter Hebert is always training. While learning to swing drive Engine 26, Firefighter Hebert learned how to set up the ladder and operate Truck 27, she also learned how to drive and pump the water tanker, and how to pull and operate the side by side. Firefighter Hebert goes above what is expected of her. She has the attitude that the time to learn is before you need to act.

Firefighter Hebert works without hesitation. She gives her all in every aspect of her job with a positive attitude and never complains. From cleaning the station, fighting a fire, or working a cardiac arrest she does the best that she can and it is noticed. Firefighter Hebert has joined the Honor Guard and represents the Mobile Fire Rescue Department and the City Of Mobile with a professional and selfless attitude.

We all could learn from Firefighter Hebert. She embodies what a firefighter should be. She is always ready to help whether it is her job or not. She takes this job very seriously and serves the citizens of Mobile exceptionally. Firefighter Hebert is an asset to the fire department and to the citizens of Mobile.

Words and awards cannot adequately represent the appreciation of the City of Mobile or the Mobile Fire-Rescue Department. Now, therefore, on behalf of all the citizens and with our sincere thanks, we are pleased to award this CERTIFICATE of RECOGNITION to her as FIREFIGHTER OF THE MONTH for June 2022.

_____

C. J. Small
President, Mobile City Council

_____

William S. Stimpson
Mayor, City of Mobile

_____

Jeremy P. Lami
Fire Chief, Mobile Fire-Rescue Department

Firefighter of the Month

FIREFIGHTER DERRICK C. PAYNE

The Mobile Fire-Rescue Department proudly announces Firefighter Derrick C. Payne as the July 2022 Firefighter of the Month. Firefighter Payne began his career with MFRD in January 2012.

Firefighter Payne is the epitome of a great first responder. In his 10+ year career, Payne has represented the City of Mobile and the Mobile Fire-Rescue Department with the highest levels of courtesy, charm, and professionalism. As a paramedic firefighter, Payne has always taken pride in the work that he does and the patient care that he provides. Treating every patient as though they were his own family, Payne not only provides quality care but delivers the utmost respect and dignity deserving of all citizens.

So far in 2022, Firefighter Payne has responded to more than 367 emergency calls (fire and EMS), provided aid and care wherever he has been needed. He is consistently a hard worker, whether performing duties around the station, on an emergency call, or in the gym. No matter how small or tall the task, his quality of work, attitude, and work ethic are second to none.

Words and awards cannot adequately represent the appreciation of the City of Mobile or the Mobile Fire-Rescue Department. Now, therefore, on behalf of all the citizens and with our sincere thanks, we are pleased to award this CERTIFICATE of RECOGNITION to him as FIREFIGHTER OF THE MONTH for July 2022.

C. J. Small
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

Jeremy P. Lami
Fire Chief, Mobile Fire-Rescue Department

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:
Chief Prine, MPD

Sponsored by:
Mayor Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	8/10/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/10/2022 - 3:42 PM

© 1998 GOES 3463
All Rights Reserved
LITHO. IN U.S.A.

OFFICER OF THE MONTH
CERTIFICATE OF RECOGNITION
Officer Roderick Miles

Officer Roderick Miles has rendered a service to the City of Mobile which deserves special recognition. During the month of July 2022, Officer Miles answered 155 calls for service, assisted with 34 backings, completed 19 felony arrests and 54 misdemeanor arrests, and issued 130 citations. His exceptional motivation, compassion and multi-faceted policing skills has facilitated several violent criminals being removed from the streets of Mobile.

On Sunday, July 3, 2022, Officer Miles initiated a traffic stop after observing a vehicle with no visible tag displayed. The vehicle initially failed to head his lights and sirens, engaging in a short vehicle pursuit. While behind the vehicle, Officer Miles observed one of the passengers toss a firearm & a clear bag containing marijuana from the vehicle. Information obtained on the scene identified some of the occupants to be known, gang members. The charges related to the stop included arrests for attempting to elude police, no pistol permit, unlawful possession of marijuana & controlled substance and warrants for terroristic threats.

On Sunday, July 3, 2022, Officer Miles responded to a call of shots fired. Officer Miles observed a vehicle parked in a secluded area occupied by two individuals. Upon approaching the vehicle, he detected an odor of marijuana which was in the driver's lap. The driver was removed from the vehicle & searched then a loaded .45 caliber firearm was discovered. As they arrived at the jail, Officer Miles informed the deputies that the subject possibly had additional contraband concealed which led to conducting a more intrusive search, additional marijuana was recovered. The subject was charged with unlawful possession of marijuana 2nd, no pistol permit, promoting prison contraband 2nd.

On Monday, July 4, 2022, Officer Miles Observed two vehicles traveling at a high rate of speed. Officer Miles initiated a traffic stop on one of the vehicles & observed that a second vehicle pulled into another parking lot. Upon the approach, Officer Miles detected an odor of marijuana then requested additional units. Once the adequate assistance arrived, the subjects was removed from both vehicles and a search was conducted. Police recovered four firearms, a loaded drum magazine, marijuana, assorted packages of analog marijuana and nearly $3,000.00 in US currencies. Four subjects were arrested, each person charged with no pistol permit, unlawful possession of marijuana 2nd and possession of controlled substance (2x).

On Monday, July 11, 2022, Officer Miles conducted a traffic stop. The driver matched the description of the subject caught on video as committing a theft. The subject was arrested & charged with theft of property 1st, possession of burglary tools, RSP 4th and a felon warrant out of Mississippi.

On Tuesday, July 26, 2022, while patrolling, Officer Miles observed a vehicle with illegal tint & initiated a traffic stop. The driver attempted to elude apprehension which led into Prichard's jurisdiction. The subject was charged with attempting to elude, no pistol permit, possession of a controlled substance and possession of analog marijuana.

Officer Miles' instincts and experience have proven him to be a valuable member of the Mobile Police Department. He consistently performs at an exceptional level and exhibits true leadership qualities. He regularly goes above & beyond the necessary duties of a police officer to ensure the citizens of Mobile feel safe & respected. Now, therefore, on behalf of all the citizens, we are pleased to award this CERTIFICATE OF RECOGNITION to Officer Roderick Miles as OFFICER OF THE MONTH for July 2022, with our sincere thanks.

THE CITY OF MOBILE, ALABAMA
POLICE DEPARTMENT

C.J. Small
President, Mobile City Council

Paul O. Prine
Chief of Police, Mobile Police Department

William S. Stimpson
Mayor, City of Mobile

60- 2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

July 2022: Officer Roderick Miles

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

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: August 16, 2022 (Date) Item No. _____

Submitted by: Mobile Police Department (Department) Paul O. Prine (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:
To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a $500 award.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $500.00

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve purchase order for unleaded fuel for Langan Park.

General fund.

Amount of Contract:

$21,291.76

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20220805 Agenda Package Fuel POs	Cover Memo	8/5/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/11/2022 - 2:26 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
13566	2022	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$21,291.76	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00013566-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	7030.00 GALLON	2.99000	21019.70
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			21019.70
	Ship To			
	LANGAN PARK DELIVERIES TO SAGE			
	48 N. SAGE AVE.			
	MOBILE, AL 36607			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	LANGAN PARK DELIVERIES TO SAGE			
	48 N. SAGE AVE.			
	MOBILE, AL 36607			
002	MARGIN PRICE	7030.00 EACH	0.03870	272.06
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			272.06

Bill To	Requisition 00013566-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/22	279229				FLEET MANAGEMENT-GARAGE

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

Requisition Link

Requisition Total 21291.76

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	21291.76	49320.64
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	08/04/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	08/04/22	DONALD ROSE	Auto approved by: 9105neej
Approved	08/04/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/04/22	JOHN PAINE	Auto approved by: 9105neej
Approved	08/04/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	08/04/22	JAMES NEESE JR	

Bill To	Requisition 00013566-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: ms Buyer: 007

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.					

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.

			TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

State any special conditions or ordering instructions:

No Bid Bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/.**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order toGulf Coast Truck & Equipment Co Inc for a Heliox DC 50Kw mobile charging station for electric garbage truck.
General fund.

Amount of Contract:

$39,465.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220808 Gulf Agenda Package POs	Cover Memo	8/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/11/2022 - 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.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
13679	2022	(2090B) GARBAGE COLLECTION	HELIOX DC 50KW MOBILE CHARGING STATION FOR ELECTRIC GARBAGE TRUCK (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$39,465.00	(77800) GULF COAST TRUCK & EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00013679-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GULF COAST TRUCK & EQUIPMENT CO INC	PUB WORKS-SOLID WASTE
P O BOX 6267	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
MOBILE, AL 36660	
Tel#251-476-2744	
Fax 251-478-5919	
	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
08/04/22	077800				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	MACK SOURCEWELL CO-OP#060920-MAK			
001	HELIOX DC 50KW MOBILE CHARGER FOR ELECTRIC GARBAGE TRUCK AS PER SOURCEWELL CONTRACT 060920MAK	1.00 EACH	39465.00000	39465.00
1	1000.40.20.2070.2090.2070.0000.0000.47010.			39465.00

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 39465.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.47010.	39465.00	483867.70
SANITATION EXP	EQUIPMENT (GREATER $5000)	

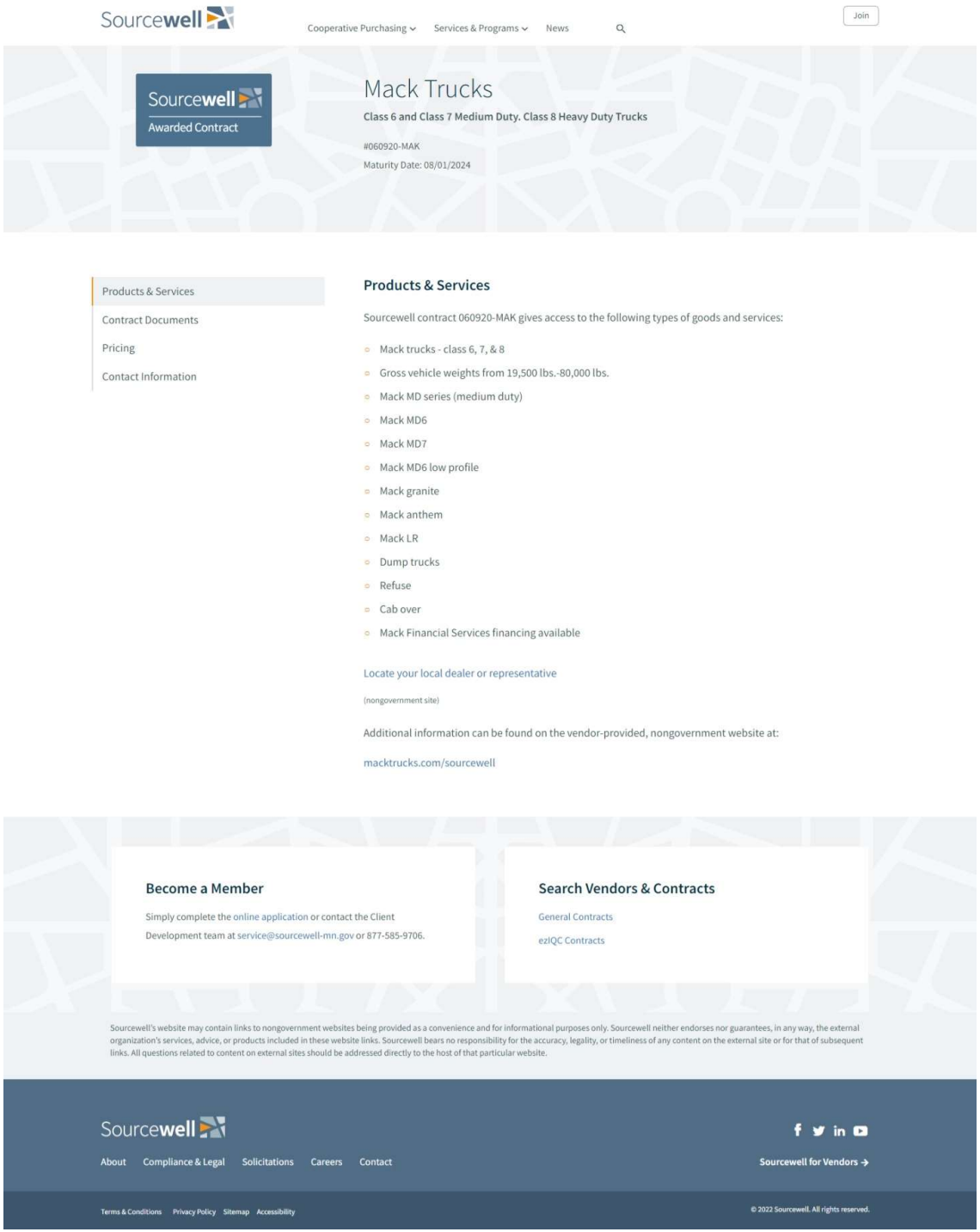
Bill To	Requisition 00013679-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GULF COAST TRUCK & EQUIPMENT CO INC	PUB WORKS-SOLID WASTE
P O BOX 6267	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
MOBILE, AL 36660	
Tel#251-476-2744	
Fax 251-478-5919	
	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
08/04/22	077800				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	***** Approval/Conversion Info *****			
	Activity Date Clerk	Comment		
	Approved 08/05/22 KINA ANDREWS			
	Approved 08/05/22 JAMES DELAPP	Auto approved by: 910515803		
	Approved 08/05/22 MARC VASSALLO	Auto approved by: 910515803		
	Approved 08/08/22 DONNA MICHELE STANLEY	Auto approved by: 9105paij		
	Approved 08/08/22 DONALD ROSE	Auto approved by: 9105paij		
	Approved 08/08/22 SANDRA LEWIS	Auto approved by: 9105paij		
	Approved 08/08/22 JOHN PAINE			
	Approved 08/08/22 MICHAEL SPAFFORD	Auto approved by: 9105paij		

Authorized By: _____ Date: _____
Signature


Sourcewell
Cooperative Purchasing
Services & Programs
News
Join
Sourcewell
Awarded Contract
Mack Trucks
Class 6 and Class 7 Medium Duty. Class 8 Heavy Duty Trucks
#060920-MAK
Maturity Date: 08/01/2024
Products & Services
Contract Documents
Pricing
Contact Information
Products & Services
Sourcewell contract 060920-MAK gives access to the following types of goods and services:
Mack trucks - class 6, 7, & 8
Gross vehicle weights from 19,500 lbs.-80,000 lbs.
Mack MD series (medium duty)
Mack MD6
Mack MD7
Mack MD6 low profile
Mack granite
Mack anthem
Mack LR
Dump trucks
Refuse
Cab over
Mack Financial Services financing available
Locate your local dealer or representative
(nongovernment site)
Additional information can be found on the vendor-provided, nongovernment website at:
macktrucks.com/sourcewell
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.
Sourcewell
About
Compliance & Legal
Solicitations
Careers
Contact
Sourcewell for Vendors
Terms & Conditions
Privacy Policy
Sitemap
Accessibility
© 2022 Sourcewell. All rights reserved.

DocuSign Envelope ID: 03E04549-A24D-4B9B-90B7-335E28872829

Solicitation Number: RFP #060920

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mack Trucks, Inc., 7825 National Service Road, Greensboro, NC 27409 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to make available for purchase through its participating independent authorized dealers equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will make available for purchase through its participating independent authorized dealers the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

DocuSign Envelope ID: 03E04549-A24D-4B9B-90B7-335E28872829

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor's warranty for the Equipment, Products, and Services furnished will be as stated in the written warranty document provided to a Participating Entity at the time of purchase. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

DocuSign Envelope ID: 03E04549-A24D-4B9B-90B7-335E28872829

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor and/or Vendor's participating independent dealer with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

DocuSign Envelope ID: 03E04549-A24D-4B9B-90B7-335E28872829

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor and/or Vendor's participating independent authorized dealer that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor and/or Vendor's participating independent authorized dealer. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

DocuSign Envelope ID: 03E04549-A24D-4B9B-90B7-335E28872829

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor and/or Vendor's participating independent authorized dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor and/or Vendor's participating independent authorized dealer. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor's participating independent authorized dealer will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor and/or Vendor's participating independent authorized dealer may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

DocuSign Envelope ID: 03E04549-A24D-4B9B-90B7-335E28872829

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee amount stated in the Proposal multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above “Attn:

DocuSign Envelope ID: 03E04549-A24D-4B9B-90B7-335E28872829

Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

DocuSign Envelope ID: 03E04549-A24D-4B9B-90B7-335E28872829

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

DocuSign Envelope ID: 03E04549-A24D-4B9B-90B7-335E28872829

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: 03E04549-A24D-4B9B-90B7-335E28872829

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 60 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated

DocuSign Envelope ID: 03E04549-A24D-4B9B-90B7-335E28872829

or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

DocuSign Envelope ID: 03E04549-A24D-4B9B-90B7-335E28872829

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by

DocuSign Envelope ID: 03E04549-A24D-4B9B-90B7-335E28872829

Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

DocuSign Envelope ID: 03E04549-A24D-4B9B-90B7-335E28872829

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

DocuSign Envelope ID: 03E04549-A24D-4B9B-90B7-335E28872829

the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 C.F.R. § 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award 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

DocuSign Envelope ID: 03E04549-A24D-4B9B-90B7-335E28872829

awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Vendor 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.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must 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 non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

DocuSign Envelope ID: 03E04549-A24D-4B9B-90B7-335E28872829

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors 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 procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

*** Signature Page Follows ***

DocuSign Envelope ID: 03E04549-A24D-4B9B-90B7-335E28872829

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

8/14/2020 | 11:29 AM CDT

Date: _____

Mack Trucks, Inc.

DocuSigned by:
Jonathan Randall
6DB295A6AB04410...

By: _____

Jonathan Randall

Title: VP Sales & Marketing

8/14/2020 | 11:08 AM CDT

Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

8/14/2020 | 11:32 AM CDT

Date: _____

RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Mack Trucks
Does your company conduct business under any other name? If yes, please state:	No
Address:	7825 National Service Rd. Greensboro, North Carolina 27409
Contact:	Scott Miller
Email:	scott.miller@macktrucks.com
Phone:	336-662-7683
Fax:	336-291-9102
HST#:	52-1582040

Submission Details

Created On:	Monday April 20, 2020 09:39:05
Submitted On:	Tuesday June 09, 2020 07:58:55
Submitted By:	Scott Miller
Email:	scott.miller@macktrucks.com
Transaction #:	dc05678d-77e6-4c6e-8755-b9a4476ba1ce
Submitter's IP Address:	168.149.137.3

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Mack Trucks, Inc.	*
2	Proposer Address:	7825 National Service Road, Greensboro, NC 27409	*
3	Proposer website address:	www.macktrucks.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jonathan Randall, VP Sales & Marketing. 7825 National Service Road, Greensboro, NC 27409 jonathan.randall@macktrucks.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Scott Miller - Manager, Sales Development. 7825 National Service Road, Greensboro, NC 27409 scott.miller@macktrucks.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Darren Jones, Director Pricing, 7825 National Service Road, Greensboro, NC 27409 Darren.Jones@macktrucks.com Edward Schnake, Manager, Pricing. 7825 National Service Road, Greensboro, NC 27409 edward.schnake@macktrucks.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Dedicated to durability, reliability and meeting the needs of customers, Mack Trucks has provided purpose-built transportation solutions since 1900. Today, Mack Trucks is one of North America's largest producers of heavy-duty trucks, and Mack® trucks are sold and serviced through an extensive distribution network in more than 45 countries. Mack trucks, diesel engines and transmissions sold in North America are assembled in the United States. Mack Trucks is part of the Volvo Group, which is driving prosperity through transport solutions by offering trucks, buses, construction equipment, power solutions for marine and industrial applications, financing and services that increase customer uptime and productivity. Founded in 1927, the Volvo Group is committed to shaping the future landscape of sustainable transport and infrastructure solutions. The Volvo Group is headquartered in Gothenburg, Sweden, employs 104,000 people and serves customers in more than 190 markets. In 2019, net sales amounted to about $45.7 billion.	*
8	What are your company's expectations in the event of an award?	Mack Trucks expects to gain market share within the segments that Sourcewell has customers. Mack Trucks has traditionally tracked a defined "municipal" market share and has placed much focus on these municipal products and customers. For example, the company services Class 8 truck chassis in a segment called CST>10L for which Mack Trucks reports a current 14.7% market share. While 14.7% is respectable, Mack Trucks strives to be Number 1 in market share and customer satisfaction within this important segment. In addition to the Class 8 chassis, Mack Trucks now offers expanded products for these same educational, government agency, and non-profit customers with its newest offerings in Class 6 and Class 7 chassis. The company expectations in all segments of its business is always to meet customer demands and grow market share, but in this CST>10L segment specifically Mack Trucks expects to increase its lines of business for the different types of Sourcewell customers.	*

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Mack Trucks is a wholly owned subsidiary of Volvo AB, a global entity employing 104,000 people and serving customers in more than 190 markets, with net sales of about $45.7 billion for 2019. Volvo AB is a Swedish-based public company. As a subsidiary, Mack Trucks itself does not produce independent audited financial statements or have SEC filings. However, Mack Trucks hereby provides the current rating Volvo AB has with several different rating agencies, for example the A ratings with both Moody's and Standard and Poor's. Mack Trucks also provides the 2019 Annual Report for Volvo AB, which includes various reports specifically addressing the Mack Trucks subsidiary and Mack product lines.	*
10	What is your US market share for the solutions that you are proposing?	Mack Trucks' "municipal" market share for class 8 trucks in the US is 14.7%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Mack Trucks' "municipal" market share for class 8 trucks in Canada is 7.2%. Due to Canadian privacy laws, it remains difficult to verify the Canadian market share, although Mack Trucks believes actual market share figures to be greater than reported.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of this submission, Mack Trucks has never petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Mack Trucks is a manufacturer of class 6-8 trucks. Every Mack® truck built for the North American market is assembled at its Mack Lehigh Valley Operations facility in Macungie, PA. Engines and transmissions for the North American market are built at its powertrain facility in Hagerstown, MD. Mack Trucks has approximately 125 corporate employees in the field in various sales, parts, and service roles. These employees are located at home offices all over the US and Canada, calling on dealers and end customers (including Sourcewell members) to promote the sale of trucks and parts, and to assist customers with any service uptime issues. The corporate employees also interface with the Mack dealer network on a daily basis. Mack Trucks has hundreds of support personnel on its corporate campus in Greensboro, NC assisting its field teams, dealers, and end customers. Mack Trucks has a dedicated UpTime Center staffed with over 600 people operating a live person call center functioning 24/7 for 365 days a year. The UpTime Center further supports its customer base by speaking in 8 different languages. Mack Trucks sells and services its products through a network of independent authorized dealers. As of January 1, 2020, Mack Trucks had 124 dealer-owners with 432 rooftop locations servicing the US and Canada. Mack Trucks has issued comprehensive policies and procedures to its dealers to help ensure end customers are supported in a consistent, comprehensive manner, in line with the expectations of the Mack brand, regardless of where Mack end customers may be located.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Although Mack Trucks is not aware of any licenses or certifications needed to either produce or sell chassis specifically to Sourcewell customers, Mack Trucks does maintain required trade licenses to conduct business in all 50 states of the US and in the provinces of Canada.	*
15	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Mack Trucks certifies that to the best of its knowledge and belief it has not been listed by any federal or state authority as debarred or suspended during the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 - Mack Trucks' John Walsh, Mack Trucks vice president of marketing, was named to Constellation Research's 2020 AX50, an elite list of leaders from companies focused on innovation and transforming customer experiences. Mack Trucks and Walsh were recognized for the truck manufacturer's work in customer experience and digital marketing. 2018 – Mack Trucks' design team was recognized by the Industrial Designers Society of America with a Silver International Design Excellence Award (IDEA) in recognition of their work on the Mack Anthem model. 2016 – Mack Trucks and its Mack Trucks Academy won a Brandon Hall Group gold award in the Best Learning Program Supporting a Change Transformation Business Strategy category for its Certified Uptime Centers training program. The Brandon Hall Group awards recognize how learning programs are developed and applied in support of major organizational changes. 2016 – Mack Trucks' "The Horn" video won four bronze Telly Awards, which honor the finest video and film productions and online commercials, video and films. 2016 - Superior Carriers, a division of Superior Bulk Logistics, awarded Mack Trucks its President's Supplier Excellence Award, the only external award given by the company on an annual basis. 2015 – Mack Trucks' website was honored as a Gold Winner in the business-to-business category of the 13th annual Horizon Interactive Awards, which recognize excellence in interactive media production. 2015 – Mack Trucks was named the 2015 Commercial Vehicle Maker of the Year by TU-Automotive, a leading organization focused on the connected vehicle technology segment. Mack Trucks received the award for Mack GuardDog Connect, its integrated telematics solution, and Mack Fleet Management Services.	*
17	What percentage of your sales are to the governmental sector in the past three years	10.6% of its sales were to the governmental sector in the last three years.	*
18	What percentage of your sales are to the education sector in the past three years	Less than 1% of its sales were to the education sector over the last three years.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Many Mack dealers work directly with local state cooperative purchasing contracts, but Mack Trucks does not hold any contracts corporately. Some examples would be: Florida Sheriff's Association, North Carolina Sheriff's Association, Alabama County Commission Association, Pennsylvania Co-Stars, Texas Buy Board. Mack Trucks does not track the sales by cooperative, as these sales are handled and tracked through its independent authorized MACK dealers throughout the US and Canada.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Mack Defense, a wholly owned subsidiary of Mack Trucks, Inc. and the Volvo Group has a GSA contract. Cage code: 6B8L4. (flyer attached in documents) Sales volumes on the GSA contract are as follows: 2017 125 units totaling $14.3M 2018 47 units totaling $5.4M 2019 140 units totaling $19.6M	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Utah DOT	Troy Starley	801-965-4470	*
City of Detroit	Bill Webster	313-628-1148	*
Missouri DOT	Roy Hogsett	660-385-8274	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Agencies in NY	Government	New York - NY	We mainly sell cabover refuse trucks that are also used to plow snow. They also use our chassis for wreckers, dump trucks, and others.	635 trucks	$184,116,980	*
Agencies in PA	Government	Pennsylvania - PA	Chassis for snow plows	363 trucks	$36,772,989	*
Agencies in TN	Government	Tennessee - TN	Chassis for snow plows and dump trucks	203 trucks	$21,390,110	*
Agencies in AL	Government	Alabama - AL	Chassis for dump trucks and tractors to haul dump trailers.	184 trucks	$21,650,912	*
Agencies in UT	Government	Utah - UT	Chassis for snow plows	152 trucks	$14,828,208	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Mack Trucks currently has 31 corporate sales reps in the field, working from home offices and covering territories calling on Mack dealers and customers. Together with the 893 dealer sales reps, the corporate field team will visit customers to work on selling Mack trucks.	*
24	Dealer network or other distribution methods.	Mack Trucks has 432 Full Line dealers for the US / Canada. Of those dealers 132 are Certified Uptime Dealers which means they have dedicated bays to get trucks in and out of the shop quickly. Customers can expect a diagnosis within two hours of arriving at a Certified Uptime Center and if the repair fits the criteria the truck is pulled into an Uptime bay where the repair is done in four hours or less.	*
25	Service force.	Mack Trucks currently has 77 corporate service reps in the field, working from home offices and covering territories calling on Mack dealers and customers in the US and Canada. These service reps work directly with Mack dealers and customers to address repairing and/or servicing Mack trucks. They also become involved with customers to support warranty, Up-time solutions, Over-the-air programming, etc.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Mack Trucks has a 24 hour / 365 day Mack One Call Uptime Center. All operations are in Greensboro, NC and fully staffed 24/7 with trained professionals to assist with any type of issues. All operations are in one facility, housing Parts and Reliability engineers who can speak face to face to ensure a quick response to an issue. Mack Trucks also has complete lists of outside towing /repair facilities to support customer needs.	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	In the United States Mack Trucks has a total of 342 rooftop locations. This includes 279 Full- line dealers (truck sales, parts, and service) and the rest are parts and service locations. Mack dealers desire a program to sell trucks under the Sourcewell banner and make the purchasing process easier for their customers who are also Sourcewell members. Mack Trucks views a successful Sourcewell bid as a holistic WIN for all parties involved - Mack Corporate, Mack Dealers, and Sourcewell Members.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	In Canada Mack Trucks has a total of 90 rooftop locations. This includes 34 Full-line dealers (truck sales, parts, and service) and the rest are parts and service locations. Mack dealers desire a program to sell trucks under the Sourcewell banner and make the purchasing process easier for their customers who are also Sourcewell members. Mack Trucks views a successful Sourcewell bid as a holistic WIN for all parties involved - Mack Corporate, Mack Dealers, and Sourcewell Members.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic restrictions unless the local Mack dealer decides independently not to participate in the program.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no limitations to Mack dealers selling and servicing Mack products to any of the Sourcewell entity participating sectors. Mack Trucks has no exclusive agreements with any other cooperative purchasing contracts that will limit its ability to promote Sourcewell.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Mack Trucks has dealers in Hawaii, Alaska, and US Territories who will be able to sell to and service Sourcewell customers. There are no restrictions unless the local Mack dealer independently decides not to participate in the program.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The strategy will be to educate and engage the Mack dealer network to properly be aware of these bid opportunities. Mack Trucks will place ads where appropriate to communicate that the Mack brand is now a part of the Sourcewell network. Mack Trucks' plan is to identify Mack Sourcewell dealers and include the notation in the Mack dealer locator. This will allow customers to search for and discover Mack Sourcewell dealers closest to them via the Mack dealer locator.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Mack Trucks remains highly focused on delivering the digital experience across all of its marketing channels. The primary objective in Mack Trucks Marketing is to drive awareness, interest, and consideration of Mack products and services. Mack Trucks uses social media, video, trade shows, programmatic digital materials, and other technological methods for marketing its messages. Marketing supports potential and existing customers that are actively shopping for Classes 6-8 products, to provide news, product and service improvements, and new offerings of Mack Trucks, and promotes connections between potential and existing customers with Mack Trucks dealers based on an interested party's location for customer convenience. Web forms, landing pages, multi-channel marketing campaigns, offline print, and trade show experiences encourage potential customers to self-identify and promote personalized and segmented customer profiles. These efforts allow Mack Trucks to better understand a customer's needs and applications. Complete profiles enable Mack Trucks to provide segmented content to customers, which can be further enhanced based on specific product inquiries and online website behavior tailored to a customer's interests. Customer information may be provided to independent authorized Mack dealers to foster relationships with potential customers about Mack products and services. Existing and potential customers can manage their technology and digital relationships with Mack Trucks in accordance with the Mack Privacy Policy, where Mack Trucks explains its use of cookies and other aspects of managing digital technologies. Mack Trucks allows customers to manage their preferences regarding access to and communications with Mack Trucks concerning its products and services.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	If Mack Trucks is awarded a Sourcewell contract, then Mack Trucks anticipates Sourcewell's role to be directing its Members to the Mack brand as an option for class 6-8 truck chassis. Further, Mack Trucks would appreciate being informed of the customer inquiry so that the company could inform its local Mack dealer. This lead will offer the Mack dealer an opportunity to initiate a conversation with said customer and hopefully provide them a solution to fit their needs.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to highly customizable nature of a Mack chassis, and the need for a Mack dealer to explain options to best suit a particular customers needs and equipment application, Mack Trucks does not currently offer an e- procurement ordering platform directly to the end customer. Mack Trucks does provide several on-line tools, for example its "truck builder" tool, where end customers can go to the MackTrucks.com website and "build a truck" to their general specifications. This tool will then send those general specifications to the closest Mack dealer who can in turn validate the specifications and quote that customer on those specs using the Mack Sales System (MSS) tool, and thereafter confirm and submit an order for product. However, for the protection of the customer, to ensure the customer is getting the proper product for its specific application and duty cycle, Mack Trucks does not offer the customer a mechanism to complete the transaction itself through an on-line e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Mack Trucks offers a variety of training for its customers. Mack Trucks provides on-line training and will often send trainers to customer's locations and provide service technician training, driver training, and municipal training. All of these are tailored to fit customer needs. For example, in terms of driver training it is more on the functionality of the truck. The trainer gets a copy of the truck spec from the District Manager and then does some "classroom" work of going over the dash, seat, shifter, transmission features, engine, etc. The trainer addresses safety features, steering wheel, etc. Time permitting and depending on class size, after the classroom time, drivers will get a chance to get hands on with the truck as long as there is a truck available. With existing Mack brand customers, the trainer will be able to use Mack Analytics to view past fuel efficiency and talk about creating better habits to improve on that in the future. Often the training will occur as "train the trainer", and depending on the size of the fleet may also directly involve the drivers themselves. The pricing for the driver training is: Cost $1650 per day (includes the instructor on-site, instructor's food and transportation). Training Agenda Day 1 Travel up Day 2 Driver Training Day 3 Travel back And this is for a 10 driver/driver trainer Max. Municipal training focuses on Service Technician training that is customized for their application or their truck spec. All of the examples the trainer uses in class would be for their specific application or truck spec (so minimal difference between the two). As for cost, it varies greatly. On average, $325.00 per Service Technician per day.	*
37	Describe any technological advances that your proposed products or services offer.	Mack Trucks is preparing to offer fully electric vehicles, specifically in the refuse application, where many counties and municipalities have their own refuse fleets. Mack Trucks also offers natural gas options on some of its truck models which create cleaner near zero emissions, etc. Mack Trucks is also on the leading edge of telematics and provides over the air programming for many of the electronic and/or software driven items on trucks today. This will save customers, Sourcewell members, a tremendous amount of time by not having to bring the trucks to a local dealer for software upgrades or programming changes. Mack Trucks has the ability now to do these "over the air" updates in about 20 minutes, wherever the truck is parked provided they are in an area with a good cellular signal.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Environmental responsibility and green initiatives are important to Mack Trucks. Our Lehigh Valley Operations assembly facility, where all Mack trucks for the North American and export markets are assembled, and our powertrain production facility in Hagerstown, MD are both platinum-certified through the U.S. Department of Energy's Superior Energy Performance program. Both facilities are also participants in the U.S. Department of Energy's Better Buildings, Better Plants challenge to reduce energy intensity. Mack Trucks has also taken steps toward improving the environmental performance of its products by introducing technologies to improve fuel efficiency and reduce carbon dioxide emissions. The Mack MP8HE engine utilizes Mack Energy Recovery Technology, which captures waste energy from the engine's exhaust and converts it to mechanical energy that is delivered back to the engine crankshaft as additional torque. Mack Anthem models spec'd with the Mack HE+ efficiency package, which includes the Mack MP8HE, Mack mDRIVE AMT and additional aero features, plus available extended chassis fairings, can see up to 10 percent improved fuel efficiency, while also achieving the U.S. Environmental Protection Agency's SmartWay designation. Mack Trucks is also a leader in researching and developing alternatives to traditional diesel-powered transportation solutions. The Mack LR Electric is a fully electric version of the Mack LR refuse model featuring an integrated Mack electric powertrain. The LR Electric was unveiled in 2019 and will be demonstrated in real-world applications in 2020 with the New York City Department of Sanitation and Republic Services.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Mack Trucks' Lehigh Valley Operations and Hagerstown powertrain facilities are part of the U.S. Department of Energy's Better Buildings, Better Plants challenge, with an initial goal to reduce energy intensity by 25 percent in 10 years. Having met this goal five years ahead of schedule, both plants re-pledged to another Better Buildings, Better Plants challenge to reduce energy intensity by another 25 percent over 10 years. Both facilities have also been certified platinum by the U.S. Department of Energy's Superior Energy Performance program, which recognizes achievement in certification to the ISO 50001 and SEP 50001 standards, as well as demonstrated the use of best practices through the SEP 50001 Scorecard. In fact, Mack Trucks' Lehigh Valley Operations was the first U.S. manufacturing facility to become platinum-certified in the Mature Energy Pathway category. Mack Trucks manufacturing locations are also certified to the internationally recognized ISO 9001 standard for quality, ISO 14001 standard for environmental management systems and OHSAS 18001 (LVO only) standard for health and safety management systems.	*

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Although Volvo Group North America, LLC does not qualify for accreditations as a small or diverse business, we support MBWE and small business initiatives with both a “Supplier Diversity” program and a “Small Business Office.” Internally, Volvo Group sets goals and objectives for both programs and tracks spend results, which are issued quarterly. Volvo Group also sets commercial subcontracting goals with the federal government for our Small Business Office and issues annual reports for approval. We hold memberships in three councils, NMSDC, WBENC and NVBDC, and are a corporate sponsor of CVMSDC. This helps us to actively pursue business relationships with their certified members. Volvo Group attends numerous trade shows and outreach events throughout the year that highlight diverse and/or small businesses to pursue such business relationships. Volvo Group’s current percentage of total expenditures spent with diverse businesses is approx. 12% (including 10.6% classified as small businesses). For further details on Volvo Group’s initiatives in this area please contact: Barbara N. Tischler Volvo Group Purchasing, Business Improvement Leader T: +1.336.662.4622 Email: barbara.tischler@volvo.com	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Mack trucks come standard with 24/7/365 no fee support with Mack OneCall. OneCall roadside assistance service features 24-hour roadside support. OneCall operators can help customers immediately identify the problem and locate the parts from one of Mack Trucks’ six electronically-linked parts distribution centers in North America. With next-flight-out services, Mack Trucks can automatically ship the parts customers need for overnight delivery even outside of normal working hours, including Sundays and holidays. Mack OneCall agents are directly connected with Mack authorized dealers and parts and service locations as well as over 5,000 qualified service facilities in North America, so customers will be connected with immediate assistance wherever they may be. OneCall technicians are prepared to provide warranty expertise no matter the location of the customer. GuardDog Connect is an extension to Mack’s World Class support. All Mack powered trucks come standard with connectivity and remote monitoring of the Mack engine, transmission and aftertreatment systems. If an issue is detected on the truck, that information is sent in real-time back to Mack UpTime Center where the issue is diagnosed and categorized by severity. For issues that are detected that require attention, they are categorized according to severity, diagnosed down to the root cause and create a case with detailed repair instructions for Mack OneCall agents. These agents will contact customers with an explanation of the issue and support throughout the repair process.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Warranty coverage is 100% for parts and labor subject to the qualifications, limitations, and exclusions as noted in our warranty certificates.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All warranties are standard warranty but Mack Trucks has the ability to Warranty trucks if necessary at locations other than a Mack dealer. Mack Trucks can authorize outside locations to complete a warranty and it is filed internally by our Uptime Center so no disruption to a customer.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Depending on the particular situation Mack Trucks may consider covering travel times and mileage.	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Authorized Mack dealers reside in almost every area of the country, but in certain situations Mack Trucks may use outside repair or customers' locations to complete repairs. To complete major issues Mack Trucks will tow the vehicle to the closest Mack dealer or the one with time available for the repair.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Mack Trucks can only warranty products that are produced by Mack Trucks or that are installed by vendors that Mack Trucks uses in production. The warranty policy for any items made by other manufacturers would be up to each individual manufacturer. The local Mack dealer may have agreements with certain manufacturers where they become an "authorized warranty center" for those manufacturers but that would be up to each Mack dealer and manufacturer.	*
47	What are your proposed exchange and return programs and policies?	Because this is a chassis contract, there is no exchange and/or return program. If referring to parts exchange and/or core return programs, each supplier that our dealers work with will have their own programs and policies that will differ by vendor.	*
48	Describe any service contract options for the items included in your proposal.	Mack Trucks offers published protection plans for the chassis for up to 5 years, 500,000 miles, and for Mack engines and emissions systems for up to 5 years, 750,000 miles. Mack Trucks also offers custom plans based on the customer and application. For example, a Sourcewell member who keeps their truck for a number of years but doesn't run a lot of miles, Mack Trucks can custom quote a solution. In addition to protection plans, Mack Trucks also offers Premium Maintenance plans, so if a Sourcwell member doesn't want to change their own oil, filters, etc. Mack Trucks can custom create a plan where the local Mack dealer can service the Sourcwell member for a fee.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Sourcewell Member payment terms will typically be the earlier of either net 30 days from date of Sourcewell Member customer invoice or receipt of Mack goods by Sourcewell Member. Final Payment terms may be negotiated between the Sourcewell Member and Mack Trucks dealer.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Mack Financial Services provides a wide range of financing and lease options, including for government and municipalities. Our dealers also have other financing options at their disposal, including but not limited to NCL Government Capital, an approved Sourcewell lender.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Mack Trucks offers custom built Class 6-8 chassis using the Mack Sales System (MSS) tool to quote and order. Mack Dealers use the MSS tool to create a buildable specification that meets customer specific requirements. Sourcewell members will work with their local Mack Dealer to build and quote chassis that fit their specific needs. Each Dealer working with a Sourcewell member will process the Sourcewell members' purchase orders. Mack Trucks will publish an internal dealer sales agreement (Program) to its authorized dealers outlining the terms and conditions for selling to Sourcewell members under the contract. Mack Dealers will be required to opt-in to the Program in order to receive the Sourcewell discount. At time of quote, all Mack Dealers will be required to submit for the Sourcewell discount through Mack Trucks' internal quote and ordering system, Mack Sales System (MSS). All Sourcewell quotes will include a mandatory Sourcewell salescode that the dealer must add to qualify for applicable Sourcewell discount levels. Mack Pricing and Sales Administration will produce a list of qualifying chassis on a monthly basis to determine Sourcewell's applicable administrative fees to be remitted. To ensure compliance with the terms and conditions of the Program, Mack Dealers must consent to audits by Mack Trucks and/or Sourcewell of all Dealer records related to any and all Sourcewell sales and chassis ordered through the Program. Dealer agrees that any irregularities discovered during the course of an audit may result in the termination of Dealer's participation in the Program.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The P-card payment process is not typically used for commercial truck procurement. However, this would be mutually determined between the Sourcewell member and the Mack dealer.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Mack Trucks offers custom built Class 6-8 chassis using the Mack Sales System (MSS) tool to quote and order. Mack Dealers use the MSS tool to create a buildable specification that meets customer specific requirements. Sourcewell Member pricing will be based on a discount from Total List Price, also shown as the Total Vehicle Price, in the Mack Sales System (MSS) Dealer Sales Calc. Total List Price includes Model List, Options, and Customer Adaptations. Sourcewell Member discounts from Total List Price will be broken out by model based on the attached schedule (See: Sourcewell Member Mack Pricing Matrix). Extended Warranties, and Maintenance Contracts are non-discountable items. Canadian Chassis are priced in USD and are subject to exchange rate at time of order or conversion to Sold status. Mack Trucks publishes a Foreign Exchange Letter semi-monthly. The letter provides dealers with the CAD-USD exchange rate that is applicable for Sold orders booked during the stated period. Mack Trucks reserves the right to make further concessions on a case by case basis. Attachments: “Sourcewell Member Mack Pricing Matrix.pdf” “Sourcewell Mack Proposal Example.pdf” "Sourcewell Mack Model List.pdf"	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell Member pricing will be based on a discount from Total List Price, also shown as the Total Vehicle Price, in the Mack Sales System (MSS) Dealer Sales Calc. Total List Price includes Model List, Options, and Customer Adaptations. Sourcewell Member discounts from Total List Price will be broken out by model based on the attached schedule (See: Sourcewell Member Mack Pricing Matrix). Extended Warranties, and Maintenance Contracts are non-discountable items. Mack Trucks reserves the right to make further concessions on a case by case basis.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	The pricing provided in the proposal reflects total potential volume under the Sourcewell contract. Mack Trucks reserves the right to make further concessions on a case by case basis.	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced Goods or Services are supplied at Dealer Cost plus 5% to Sourcewell Members. Mack dealers can solicit offers from sub-contractors for Sourced Goods and Services needed to meet the specific Sourcewell member’s need. Sourced Goods and Services include, but are not limited to: specialized bodies (e.g., dumps, mixers, cranes, refuse, pump, utility, etc.), locally added equipment (e.g., pintle hook, auxiliary axles, fairings, logistics devices, etc.), extended warranty packages, and training.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Federal, State, and local taxes, fees, title, tag, permits, or other miscellaneous requirements are not included. The body company or dealer who takes delivery of the chassis may impose an un-decking fee. If required, these handling charges should be disclosed in the quote. Surcharges may apply depending on market conditions. Mack Trucks will give 90 day written notice issued to Sourcewell prior to the effective date and no orders made prior to the effective date will receive the surcharge.	*

58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	An equalized freight charge of $2,100 is included in every invoice and this covers the cost of freight from Lehigh Valley Operations to the first destination on the contiguous US or Canada. This $2100 freight charge is included in the Sourcewell Member Discount from Total List. If additional moves are needed on a vessel to the final destination, equalized freight will cover to the port and it is the responsibility of the dealer to cover the booking of the vessel, cost, and required paperwork along with transportation at the receiving port. In addition to equalized freight, each chassis is permitted one move to an approved modification center prior to the final destination; currently approved modification centers are Customer Adaptation Center at LVO or TransEdge Truck Center in Allentown, PA and this roundtrip move is an additional $150 to equalized freight. An exception is CNG tractors are permitted a move to TransEdge in Schuylkill Haven, PA for a round trip shuttle fee of $1,450 to have CNG tanks installed. Any additional freight fees incurred above the $2100 equalized freight charge can be charged to the Sourcewell Member at Dealer Cost plus 5%.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All Customs documentation is provided for chassis delivering to Canada. Equalized freight will cover deliveries to the contiguous US and Canada and does not include Alaska, Hawaii, and Puerto Rico. Equalized freight covers delivering these chassis to the port of choice with the dealer being responsible to cover the booking of the vessel, cost, and required paperwork along with transportation at the receiving port. Any additional Freight Fees incurred above the $2100 equalized freight charge can be charged to the Sourcewell Member at Dealer Cost plus 5%.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Each delivery destination has a contractual delivery timeframe from factory finish to the final destination depending on mileage from Macungie, PA. Drivers are only allowed to drive a maximum of 500 miles or 8 hours/day. The timeframes range from 2 – 14 business days and does not include holidays or weekends. A hoist needs to be available to the transport driver within 2 hours of arrival or a wrecker will be called at the dealer's expense for undecking.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	d. other than what the Proposer typically offers (please describe).	This pricing is exclusive to Sourcewell members.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Mack Trucks will publish an internal dealer sales agreement (Program) to its authorized dealers outlining the terms and conditions for selling to Sourcewell members under the contract. At time of quote, all Mack Dealers will be required to submit for the Sourcewell discount through Mack Trucks' internal quote and ordering system, Mack Sales System (MSS). All Sourcewell quotes will include a mandatory Sourcewell salescode that the dealer must add to qualify for applicable Sourcewell discount levels. Mack Pricing and Sales Administration will produce a list of qualifying chassis on a monthly basis to determine Sourcewell's applicable administrative fees to be remitted. To ensure compliance with the terms and conditions of the Program, Mack Dealers must consent to audits by Mack Trucks and/or Sourcewell of all Dealer records related to any and all Sourcewell sales and chassis ordered through the Program. Dealer agrees that any irregularities discovered during the course of an audit may result in the termination of Dealer's participation in the Program.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Mack Trucks proposes to pay Sourcewell a per unit fee of $750.00 USD for every Mack chassis delivered through and adhering to the Sourcewell contract framework.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Mack Trucks will be offering 6 different truck models to Sourcewell members. The Mack Anthem (F. Axle Back) is our latest on highway truck model which comes in day cab, 48" or 70" sleeper configurations. The Mack Pinnacle (F. Axle Fwd) can be used for on or off highway applications and comes in day cab, 48", or 70" sleeper configurations. The Mack Granite HD (F. Axle Fwd & Back) is our off highway vocational truck which comes as a day cab or with a 36" sleeper option. The Granite HD is what we feel that most of the Sourcewell members will need for applications like dump trucks, snow plows, etc. We offer two cab over models: our LR is our low floor entry refuse truck mainly used in city neighborhoods where the streets are a little tighter and the operator is in and out of the truck many times a day. The TerraPro is our suburban refuse truck that can also be used for other things like concrete pumpers and conveyor applications. Finally, we will offer our new class 6 and class 7 MD series of truck. This is only available in a day cab version but we do have a 3 person bench seat offering for those customers who need small dump trucks, etc. and need more than 2 people going to the job site.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All of the Mack Truck models come in different rear axle combinations with the exception of the MD series. The MD series is currently only offered in 4x2 rear axle configurations. As a subcategory goes and as you will see in our pricing, we will have subcategories based on axle configuration. A full list of available models can be found under Pricing Documents (See: "Sourcewell Mack Model List.pdf")	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class 8 chassis	(•) Yes ( ) No	Mack Anthem, Pinnacle, Granite HD, LR and TerraPro chassis.	*
67	Class 7 chassis	(•) Yes ( ) No	Mack MD7 product.	*
68	Class 6 chassis	(•) Yes ( ) No	Mack MD6 product.	*
69	Class 5 chassis	( ) Yes (•) No	NA	*
70	Class 4 chassis	( ) Yes (•) No	NA	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The first metric Mack Trucks will consider is market share. Mack Trucks will compare its market share for this market segment pre-award versus post-award. Secondly, as Mack Trucks anticipates new customers, Mack Trucks will track increases in the number of customers, in addition to the number of trucks sold.	*
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Mack Trucks is preparing to offer fully electric vehicles, specifically in the refuse application, where many counties and municipalities have their own refuse fleets. Mack Trucks also offers natural gas options on some of its truck models which create cleaner near zero emissions, etc. The Volvo Group has recently announced its plans to engage in a 50/50 cooperative joint venture with Daimler Truck AG to develop and produce fuel cells for demanding applications.	*
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	Mack Trucks uses a galvanized steel cab which is welded together for strength and e-coated for corrosion resistance. The Mack cab exceeds the requirements of SAE J2422 for collision and roll over safety. It also passes additional internal integrity standards for "A" pillar and "rear wall" strength providing the occupants with a very safe environment. The Granite cab is reinforced in certain places to handle the extreme rugged terrains and shock loading associated with many vocational applications. Reinforcements added to the Granite Cab include: Firewall plate, Engine tunnel reinforcement, A pillar reinforcement, RH and LH side under windshield, some local firewall nut plates, and additional welding on cowl. All of these not only help with safety but also durability. Our frame rail is splayed at the front to widen around the engine giving more room for serviceability but also is a safety feature in that in the event of a head on collision, the engine mounts will break away and the engine drops down to the ground rather than coming into the cab and injuring the occupants. Additional safety features are: Stair-like entry for safety getting in and out of the cab (bottom step mounted further outboard than top step);Full length external cab mounted grab handle and door mounted grab diagonal grab handle to assure 3 points of contact for entry and exit; Right side door peep widow for added visibility;High cab and sloped hood for superior job-site visibility. Mack Trucks has also recently introduced the option for Bendix Fusion collision avoidance systems with lane departure warnings and several other features on certain of its product offerings.	*
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	More and more issues can be solved through software updates. Mack Over the Air is the industry leading service that works hand in hand with GuardDog Connect. When a GuardDog Connect issue is detected that can be fixed through a software update, the Mack OneCall agent will give customers the option to do the software update without having to take the truck to a shop. The updates are fast and convenient and keep trucks on the job with less time in the shop.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - Volvo AB credit info for Sourcewell.zip - Tuesday June 09, 2020 07:39:02
- Marketing Plan/Samples - Marketing examples.zip - Wednesday June 03, 2020 07:19:40
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Sourcewell Mack Warranty files.zip - Tuesday May 26, 2020 14:03:04
- Pricing - Sourcewell Mack Pricing Information.zip - Monday June 08, 2020 10:14:46
- Additional Document - MackDefenseGSAPage2020F.pdf - Thursday May 14, 2020 10:55:55

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jonathan Randall, Vice-President of Sales & Marketing, Mack Trucks

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Class 4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	☑	--
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	☑	--
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	☑	--
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	☑	--
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	☑	--
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	☑	2
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	☑	--
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	☑	--
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	☑	--
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	☑	--
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	☑	--

Mack Trucks 060920-MAK

Pricing for contract # 060920-MAK is provided from 17.58% to 39.36% off of list price to Sourcewell participating agencies.

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from 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.

November 5, 2021

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 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:8/16/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Thompson Tractor Co Inc diesel emergency generator for Fire Station 16.

General fund.

Amount of Contract:

$54,750.00

Funding Source

Project # FD-054A-21 Fire Station No. 16 (Lathan) Emergency Generator	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20220808 Thompson Agenda Package POs	Cover Memo	8/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/11/2022 - 2:29 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 16 August 2022 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: James Barber (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Thompson Tractor Co Inc

PURPOSE & SCOPE OF PROJECT:

Approve issuance of purchase order to Thompson Tractor Co Inc for diesel emergency generator for Fire Station 16.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER

AMOUNT OF CONTRACT: $54,750.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid FD-054A-21

How many bidders received bid packages (if applicable): 4 at pre-bid

How many bidders submitted bids (if applicable): 1

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
13703	2022	(3032) ARCHITECTURAL ENGINEERING	DIESEL EMERGENCY GENERATOR SET FOR FIRE STATION 16 (SEALED BID FD-054A-21)	$54,750.00	(203865) THOMPSON TRACTOR CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00013703-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
THOMPSON TRACTOR CO INC	FIRE LATHAN STATION
30950 STATE HIGHWAY 181	1951 SOUTH MARYVALE STREET
	MOBILE, AL 36619
SPANISH FORT, AL 36527	
Tel#251-626-5100	Delivery Reference
Fax 251-626-7041	BRENDA PARKER
	Deliver To
	FIRE LATHAN STATION
	1951 SOUTH MARYVALE STREET
	MOBILE, AL 36619
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/22	203865				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	GENERATOR: VENDOR TO PROVIDE DIESEL GENERATOR SET, AUTOMATIC TRANSFER SWITCH AS PER QUOTE #FD-054A-21 Additional Description Notes --- PER YOUR QUOTE: SPO-220525-1 DATED 05.25.22	1.00 LOT	54750.00000	54750.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0610 .CAPEQUIPMT. .			54750.00

Ship To
FIRE LATHAN STATION
1951 SOUTH MARYVALE STREET
MOBILE, AL 36619
Delivery Reference
BRENDA PARKER

Deliver To
FIRE LATHAN STATION
1951 SOUTH MARYVALE STREET
MOBILE, AL 36619
Delivery Reference
BRENDA PARKER

Requisition Link

Requisition Total 54750.00

***** Project Ledger Summary Section *****

Bill To	Requisition 00013703-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
THOMPSON TRACTOR CO INC	FIRE LATHAN STATION
30950 STATE HIGHWAY 181	1951 SOUTH MARYVALE STREET
	MOBILE, AL 36619
SPANISH FORT, AL 36527	
Tel#251-626-5100	Delivery Reference
Fax 251-626-7041	BRENDA PARKER
	Deliver To
	FIRE LATHAN STATION
	1951 SOUTH MARYVALE STREET
	MOBILE, AL 36619
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/22	203865				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E C0610 .CAPEQUIPMT. .		54750.00	24441.01

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	54750.00	483867.70

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	08/04/22	BRENDA RHODES	
Approved	08/04/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/04/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	08/08/22	DONALD ROSE	Auto approved by: 9105paij
Approved	08/08/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/08/22	JOHN PAINE	
Approved	08/08/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

FIRE STATION NO. 16 (LATHAN)
EMERGENCY GENERATOR
FD-054A-21

ARCHITECTURAL ENGINEERING DEPARTMENT
REQUEST FOR QUOTES
May 8, 2022

The City of Mobile will receive bids for the following Project:

Project Name: Fire Station No.16 (Lathan) – Emergency Generator

Project Location(s): 1951 South Maryvale Street, Mobile, Alabama 36605

Project Number: FD-054A-21

Description:
The City is accepting quotes for furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to provide and install a **new** 60kW 208Y/120V Diesel Generator, attached 580 gallon diesel double-hulled tank, and a 400A Automatic Transfer Switch at Fire Station No.16, located at 1951 Maryvale Street, Mobile, Alabama 36605, in strict accordance with the Contract Documents.

The City's Electrical Consultant, Andy Maurin, PE, of Dell Consulting has completed specifications and drawings for this work for reference. See attached *Exhibit 8 & 9.*

Scope of Work:
The Scope of Work will include the following:

1. Provide a new **60kW 208Y/120V** with a 250/3 10KAIC internal breaker diesel generator, see Exhibit 7 – Specifications.

2. Provide an attached diesel double-hulled tank, with a minimum of 48 hour run time capacity, see Exhibit 7 – Specifications.

3. Provide an ASCO Series 300 Group G Power Transfer Switch 400A Automatic Transfer Switch, or equal, see Exhibit 7 – Specifications.

4. The proposed emergency generator replacement shall have a MODBUS RS-485 to Ethernet converter supplied with the emergency generator and installed as part of the complete system. This will be used with remorte monitoring software and must be compativle with such.

5. Delivery to site: Fire Station No.16, 1951 South Maryvale Street, Mobile, AL 36605

6. All provided items must comply with the National Fire Protection Association (NFPA) 1, 30, 37, 70, 99, and 110, as applicable.

7. Warranty: Five (5) years parts and labor and Two (2) year Preventative Maintenance Service with One (1) 2-Hour Bank Load Test in Year 2.

Important Dates:

Pre-Quote Meeting:	**Tuesday, May 17, 2022 at 2:00PM local time**
Quotes Due:	**Wednesday, May 25, 2022 at 2:15PM local time**

Examination of Documents:
Before submitting a Quote, Contractors shall carefully examine this RFQ (including attachments), visit the site (including attendance at the **Mandatory** Pre-Quote meeting), fully inform themselves as to existing conditions and limitations, and include in the Quote a sum to cover the cost of all items included in the RFQ and as necessary to perform the work. The submission of a Quote will be considered as conclusive evidence that the Contractor has made such examination.

Attachments:
1. Exhibit 1 – Agreement
2. Exhibit 2 – DCM Sales Tax Form C-3A
3. Exhibit 3 – E-Verify Documentation
4. Exhibit 4 – Certificates of Insurance with Endorsements sample
5. Exhibit 5 - Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form
6. Exhibit 6 – Subcontracting & Major Supplier Plan
7. Exhibit 7 – DBE Utilization Report
8. Exhibit 8 – Specifications
9. Exhibit 9 – Drawings

Mandatory Pre-Quote Meeting shall be held on **Tuesday, May 17, 2022 at 2:00PM local time**, meet at the entrance to Fire Station No.16, 1951 South Maryvale St. Mobile, Alabama 36605**.** Suppliers shall not park in the paved driveway. Suppliers are required to have a representative present. However, if no representative can be present in person, the Supplier shall contact the Project Manager at **(251) 208-2848**, at least ***24*** hours prior to the meeting, in order to coordinate attendance of the meeting by conference call. Suppliers are required to participate in the Pre-Quote Conference, visit the site prior to submitting a Quote, and include all costs associated with the project in their Quotes.

All **Requests for Information (RFI's)** and requests for substitutions, shall be submitted in writing to the Project Manager no later than 2:00 PM, seven (7) business days prior to the Quote submittal date. Responses shall be in the form of a written Addendum issued to all Potential Suppliers. Receipt of all addenda shall be acknowledged by the Supplier on the Quote form. Failure to acknowledge Addenda may result in disqualification of the Quote.

THIS IS A TAX EXEMPT PROJECT:
This is a Tax-Exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Suppliers shall NOT include sales and use taxes with their quote amounts. Suppliers shall complete the DCM Sales Tax Form C-3A (*Exhibit 2*) and include it as an attachment to their Quote Form.

General:
Contractors may use on-site utilities and facilities, such as power, water, staff restrooms and designated parking areas (do not block the apparatus driveway; parking area must be addressed daily with the Captain). Lock and secure vehicles and tools while working at the facility. Contractor shall have access to the work site, as approved by the Owner, between 7:00am - 6:00pm Monday through Friday. Additional access may be coordinated with the Owner representatives in advance. Limit use of premises to allow for Owner access and use of facility. The facility will remain in use during the construction period, the area must be clear of tools, debris and materials at all times to ensure the safety of the firefighters when leaving the Station for a response. Debris shall be removed and disposed of daily. No temporary storage will be available for this location. Obey all City and Facility regulations.

The new generator will be installed on the east side of the facility. The location of the generator shall meet all building and Electrical Code Clearances (ICC-IBS 2021 and NFPA/NEC 2020).

The supplier shall deliver the generator and transfer switch package on-site complete within **twenty-four (24) calendar weeks** from the date of the Notice to Proceed.

Allowances:
There is NO Contingency Allowance for this purchase. Product will be purchased upon meeting the specifications listed within the Request for Quote.

Quotes (stipulated sum):
Quotes for the above Scope of Work **will be received until 2:15PM** on Wednesday the **25th day of May, 2022**. Quotes in amounts less than $50,000 may be submitted in person, e-mailed or mailed to the Project Manager at the address indicated. Quotes $50,000 or greater shall be submitted in a sealed 9”x12” envelope with the Contractor’s General Contractors license information written on the outside of the bid envelope and placed into a receptacle, marked “City of Mobile Bids”, located in the elevator lobby outside the Office of the City Clerk, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Quotes for $50,000 or more shall have a Bid Surety payable to Owner, City of Mobile, in the amount of 5% of the Base Quote drawn on an Alabama bank. Contractor is responsible for his quote arriving on time.

The Quotes will be publicly opened and read at 2:30PM in the Atrium Lobby of Government Plaza. Supplier is responsible for his/her quote arriving on time.

A. No Quote may be modified, withdrawn, or canceled for a period of sixty (60) calendar days after the time designated for receipt of bids.
B. The City of Mobile will have sixty (60) days from the quote opening date to award contract.
C. Supplier shall submit a detailed itemized pricing list in addition to the Quote Form.
D. Supplier shall submit generator and transfer switch specifications.

Bond Requirements:
For contracts that exceed $10,000.00, a Bid Bond (or Bid Security), Performance Bond and a Labor and Material Payment Bond shall be required.

A. Cost of Bonds shall be included in the Contractor’s bid.
B. A Surety authorized to do business in the State of Alabama must issue Bonds.

C. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

Bid Security/Bid Bond:

A. A Cashier's Check drawn on an Alabama bank or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00 is required to accompany Bid.
B. The Bid Security of the three lowest bidding Contractors shall be retained by the Owner until a contract is executed for the project.

A City of Mobile Business License is required and must be current at contract execution and throughout duration of contract.

City of Mobile Building Permits are required for this project, and all required progress and final inspections must be scheduled by the contractor. Closure of permits is a condition of final payment. There is no cost for City of Mobile permits.

Alabama Department of Environmental Management Permits are required for this project, and costs for same shall be included in the quote.

Within ten (10) calendar days from the date of issuance of Contract forms for execution, the Supplier shall deliver to the City of Mobile the following documents along with the electronically signed Owner Contractor Agreement:

1. Contract form example AIA Document A101-2017 "Agreement Between Owner and Contractor For A Stipulated Sum" (sample attached as Exhibit 1).

2. Proof of enrollment in the Federal E-Verify program (see sample document attached as Exhibit 3).

3. Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 4 with sample documents)

4. Company's current W-9 Tax Form and City of Mobile Vendor Information Form (attached as Exhibit 5).

   Vendor may also show evidence of enrollment in the City of Mobile's Vendor Registration System:
   https://www.cityofmobile.org/bids/vendor-portal-information/

At **Substantial Completion** of the project, the Contractor shall publish a "Notice of Final Completion" of the contract in a locally published newspaper of general circulation, in accordance with Code of Alabama, Title 39, Section 39-1-1. For final Contract Sums less than fifty thousand dollars ($50,000.00), the Contractor shall also provide an electronic or hard copy of the Notice verbiage, on company letterhead, to the Project Manager at the same time the Notice is submitted to the newspaper. Contracts over $50,000, the Contractor shall publish four successive weeks. Within five working days after publication, the Contractor shall provide an original notarized proof of publication to the Project Manager.

The "Notice of Final Completion" shall read as follows:

> STATE OF ALABAMA
> COUNTY OF MOBILE
> NOTICE OF COMPLETION
> In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for **Fire Station No.16 (Lathan), Emergency Generator, FD-054A-21, in Mobile, Alabama 36605**. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633-1827.

Liquidated Damages: A time charge equal to two hundred fifty dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or required closeout documents are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

Contractor's Warranty: Contractor shall provide a written warrantee to the Owner that all materials furnished under the contract are of good quality and new. Contractor shall further warrant that the Work conforms to the requirements of the information contained in this Request For Quotes and will be free from defects. Work and/or materials not conforming to these requirements may be considered defective and shall, within one (1) year from date of Substantial Completion of the Project, be promptly replaced or corrected without cost to the Owner. Contractor shall also provide manufacturer's warranties for products used.

Close Out Documents: Shall consist of as built drawings, warrantees, operation & maintenance manuals, approved submittals and other documents required by the RFQ document. They shall also include original executed copies of the following AIA Documents:

1. Contractor's Affidavit of Payment of Debts and Claims - G706
2. Contractor's Affidavit of Release of Liens - G706A
3. Consent of Surety to final Payment - G707 (if bonds are required)

Contact the Project Manager, Mark Thomas, at the City of Mobile, Architectural Engineering Department, (251) 208-2848 phone or e-mail thomasm@cityofmobile.org for further clarification regarding this Request for Quotes.

SPECIFICATIONS

PROJECT MANUAL

FOR

Fire Station #16 (Lathan) –
EMERGENCY GENERATOR & SERVICE MODIFICATION

1951 MARYVALE STREET
MOBILE, ALABAMA 36605
City of Mobile, Alabama

FD-054-21

Architectural Engineering Department
P. O. Box 1827
Mobile, AL 36633-1827
(251) 208-7454

And

Dell Consulting LLC
Andrew W. Maurin, P.E.
813 Downtowner Boulevard, Suite D.
Mobile, Alabama 36609

May 11, 2021

Bid Date: June 9, 2021 **Set Number_____**

INDEX TO DOCUMENTS

SECTION	DOCUMENT NAME
BIDDING AND CONTRACT REQUIREMENTS:	
Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders – AIA Document A701
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Sales Tax Form C-3A
	Supplier Diversity Subcontracting & Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor – AIA Document A101 - 2017
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond (Owner's modified form)
	Labor and Material Payment Bond (Owner's modified form)
	E-verify Documentation (Sample)
	Application and Certification for Payment - AIA Document G702 and AIA Document G703 with DBE Utilization Report
	Certificate of Substantial Completion – AIA Document G704-2000
	Contractor's Affidavit of Payment of Debits & Claims - AIA Document G706
	Contractor's Affidavit of Release of Liens - AIA Document G706A
	Consent of Surety to Final Payment - AIA Document G707
	Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction - AIA Document A201 - 2007
SPECIFICATIONS:	
DIVISION 1:	**General Requirements**
Section 01010	Summary of the Work
Section 01210	Allowances
Section 01310	Project Management & Coordination
Section 01320	Construction Progress Documentation
Section 01330	Submittal Procedures
Section 01710	Closeout Procedures
Section 017823	Operations and Maintenance Manuals
Section 017839	Project Record Documents

DRAWINGS:

SHEET	DESCRIPTION
T1.1 -	Electrical Title Sheet
E1.1 -	Electrical Specifications & Abbreviations
E1.2 -	Electrical Diesel Generator Specifications
E1.3 -	Electrical Diesel Generator Specifications
E1.4 -	Electrical Diesel Generator Specifications
E2.1 -	Electrical Existing & New Work Plan and Elevation
E3.1 -	Electrical Details
E4.1 -	Electrical Riser Diagrams

SECTION 00200
INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

A. This section includes the INSTRUCTIONS TO BIDDERS, AIA Document A701-1997 to be utilized with the Owner's most recent modifications and which shall be used in conjunction with the entire Bid Documents and Section 00300 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS for this project.

SECTION 00100
INVITATION TO BID

You are invited to submit a sealed bid for construction of the following facility:

PROJECT NAME:	Fire Station #16 (Lathan) Emergency Generator & Service Modifications
PROJECT LOCATION:	1951 Maryvale Street Mobile, Alabama 36605
PROJECT NUMBER:	FD-054-21

1 BID DATE:

A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 9th day of June 2021, in the office of the City Clerk, Government Plaza, 9th Floor South Administrative Tower, and 205 Government Street, Mobile, Alabama 36602. Bidders shall insert sealed bids into a receptacle marked "City of Mobile Bids" located in the elevated lobby outside the office of the City Clerk's office.

B. All Bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.

C. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.

2 SPECIFICATIONS AND DRAWINGS:

A. Specifications and Drawings are on file and may be examined at the following location:

a. City of Mobile, 5th Floor Architectural Engineering Department, Government Plaza, 205 Government Street, Mobile Alabama 36602.

B. Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the Owner nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

C. A deposit of $50.00 per set, all of which is refundable in full on the first two sets to each prime contractor bidder if contract documents are returned in reusable condition within ten (10) calendar days of bid date.

a. Payments shall be made by check or money order to the City of Mobile. No cash or credit card payments will be accepted.

b. Bidders that request documents be sent by mail or another delivery service shall provide the cost of delivery by separate check or money order, which cost is non-refundable, in addition to the cost of Bid Documents.

c. Only bidders who have paid the deposit and have registered with the Project Manager may receive electronic (pdf) bid documents.

D. Bidders are requested to pick-up Bid Documents from Architectural Engineering Department between the hours of 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM.

E. Bidders receiving a minimum of one complete set of Bid Documents shall register with the Project Manager.

F. Addenda will be issued via e-mail to each bidder registered as having a complete set of Bid Documents and all Pre-Bid Conference attendees.

G. **This is a tax exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00400).**

H. Product Substitutions must be pre-approved before the bid (see Section 01635 for requirements).

BID SURETY: Required on Bids $10,000.00 or more

A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00 is required to accompany Bid.

B. Bid Bond must be issued by a Surety licensed to do business in the State of Alabama. Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

C. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.

D. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

3 SURETY QUALIFICATIONS:

A. A Surety authorized to do business in the State of Alabama must issue Bonds.

B. If the Base Bid is $50,000 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

4 IRREGULARITIES AND REJECTION:

A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

5 BIDDER QUALIFICATIONS:

A. Bids for Work costing $50,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors. Note that if the contract amount is $10,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. **Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors to verify classification is acceptable to perform 51% of the Scope of Work.**

B. In case of a joint venture of two or more Contractors, the amount for the bid shall be within the maximum bid limitations as set by the State of Alabama Licensing Board for General Contractors of at least one of the partners to the joint venture.

6 NON-RESIDENT CONTRACTORS:

A. Except for contracts funded in whole or part with funds received from a federal agency, preference shall be given to resident Contractors on the same basis as the nonresident Contractor's state awards contracts to Alabama Contractors bidding in similar circumstances.

B. Nonresident Bidders shall, prior to submitting a bid, be registered with the Alabama Secretary of State and the Alabama Department of Revenue. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

7 MANDATORY PRE-BID CONFERENCE:

A. A Mandatory Pre-Bid Conference shall be held on **Thursday May 27, 2021** at FS #16 at 1951 Maryvale Street **at 10:00 AM** which include a walkthrough of the site location.

B. All prospective bidders will park along the street so as not to block the engine bay doors.

C. A representative of the contractor must be in attendance throughout the meeting and sign-in in order to submit a bid for the project.

D. Minutes of this conference will be made as an Addendum for the project.

8 BID SUBMITTAL:

A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.

B. Bid, with Bid Security, Sales Tax Form C-3A and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "**SEALED BID FOR FS#16 - EMERGENCY GENERATOR AND SERVICE MODIFICATIONS - PROJECT NUMBER: FD-054-21".**

C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.

D. All Bids of $50,000 or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.

E. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, JUNE 9, 2021**.

F. For a bid to be valid it shall be delivered at designated location prior to time and date for receipt of Bids indicated in INVITATION TO BID, or prior to any extension thereof issued to Bidders. After that time no Bid will be received or withdrawn.

G. When sent by mail, preferably special delivery, express service, or registered mail, the sealed Bid, marked as indicated above, shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without

revealing the contents of the Bid. It is the Contractors responsibility to assure delivery of the bid to the City Clerk's Office prior the time and date established.

9 EQUAL OPPORTUNITY:

A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.

B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

C. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

D. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

10 ADDITIONAL BIDDING PROCEDURES:

A. Refer to the complete information in the Bid Documents prior to submitting a bid. Additional Bidding Procedure information is contained therein, particularly in the specification Section 00200 "Instructions to Bidders - AIA Document A701" and in the specification Section 00300 "Supplementary Instructions to Bidders".

12 STATE OF ALABAMA IMMIGRATION ACT

"The State of Alabama, under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code Section 31-13-1, et. Seq., requires:

A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and

B. That it will attach to the contract the company's documentation of enrollment in E-Verify.

C. The subcontractor must also enroll in the E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify Program.

13 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

A. By signing this contract, Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

END OF SECTION 00100

SECTION 01010

SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Summary of Work: Contract, contractor use of premises.

B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.

C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.

D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.

E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.

F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.

G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.

H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 CONTRACT

A. Summary of Work:
Base Bid: Provide the necessary electrical work to furnish and install a new 60 KW emergency diesel powered generator mounted on its own diesel storage tank placed on a new concrete pad and modify the existing electrical service to install a new 400 amp transfer switch. All of the required work is specified in the contract documents prepared by Andy Maurin, PE, of Dell Consulting.
Contractor will install a new 6' chain link fencing with a pair of 5' wide double gates on the street side of the generator location.

B. Contract Description: Stipulated sum.

1.3 CONTRACTOR USE OF PREMISES

A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.

B. Add special conditions of the work here.....restrictions in area, schedule, etc. If you don't have anything, delete this paragraph.

1.4 CONTINGENCY ALLOWANCE

A. Include in the Contract the stipulated amount for use upon Owner's instruction.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.

B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.

C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

A. All contract changes involving a change in scope, payment and/or time shall be made by change order.

B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

1.9 COORDINATION

A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.

B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.

B. Contractor shall field verify all measurements and quantities required for a complete installation.

1.11 PRECONSTRUCTION MEETINGS

A. Owner will schedule a pre-construction meeting after contract award for all affected parties.

1.12 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.

B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.13 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review.

B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.14 SHOP DRAWINGS

A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the

design concept expressed in the Contract Documents.

B. Submit four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. Close Out documents shall include electronic and hard copies of all submittals.

1.15 QUALITY ASSURANCE - CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' written instructions.

C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.

1.16 EXAMINATION

A. Verify that existing site conditions and sub surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.17 PREPARATION

A. Prepare surfaces prior to applying next material installation.

1.18 TOLERANCES

A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.19 REFERENCES

A. Conform to reference standards by date of issue current as of date of Contract Documents.

B. Should specified reference standard conflict with Contract Documents, request

clarification from Project Manager before proceeding.

1.20 ELECTRICITY

A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.

B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain temporary lighting for construction operations as may be required.

B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.22 WATER SERVICE

A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.23 TEMPORARY SANITARY FACILITIES

A. Contractor may use sanitary facilities located at the facility in lieu of contractor provided temporary facilities. Facilities will also continue to be used by the public and shall be maintained clean and in a sanitary condition.

1.24 BARRIERS AND FENCING

A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.26 SECURITY

A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft. Contractor will install a new 6' chain link fencing with a pair of 5' wide double gates on the street side of the generator location.

1.27 ACCESS ROADS & HAULING

A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants. Provide drive pads as required.

B. Restore site to pre-construction condition. Fill ruts, replace broken or damaged amenities. Replace any damaged grass with new sod.

1.28 PARKING

A. Arrange for temporary parking areas to accommodate construction personnel on site. Do not block engine bay traffic.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 PRODUCT OPTIONS

A. Products Specified by Naming One Manufacturer or equal: Products of manufacturer named approved as "Basis of Design". Equal alternate products to be approved by Owner as Substitutions. Submit product data as required in SUBSTITUTIONS.

1.34 SUBSTITUTIONS

A. Architect/Engineer will consider requests for Substitutions only within 10 days after date established in Notice to Proceed. For Pre-Bid approved Substitutions, submit request 7 calendar days or more before bid date with all back up data to show that all characteristics of the Basis of Design product are met with the substituted product or material.

B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.

C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

D. Substitution shall indicate all product properties and show that they are equal to that Specified.

E. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.35 FINAL CLEANING

A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.

B. Clean debris from site and drainage systems.

C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.36 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of Contract Documents to be utilized only for record documents.

B. Record actual revisions to the Work. Record information concurrent with construction progress.

C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.

D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.

E. Submit documents to Project Manager with claim for final Application for Payment.

F. Submit 2 paper copies and 1 disc with pdf copies to include:
   a. As built drawings and specifications
   b. Approved submittals
   c. Warrantees and guarantees
   d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

A. Product and Manufacturer's Warranties shall be provided per specifications.

B. In addition, all materials and labor shall be warranted for a minimum of one year after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION

Fire Station #16
Emergency Generator and Service Modifications
FD-054-21

SECTION 01210

ALLOWANCES

PART 1GENERAL

1.1 RELATED DOCUMENTS
Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Allowances will be utilized to:

1. Defer selection of certain items until more information is available.

2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.

3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.

B. Include in Total Bid a stipulated lump sum allowance amount as specified in this Section.

1.3 ALLOWANCE

A. Include in the Total Base Quote a stipulated allowance of **$3,000.00** as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

B. Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.

C. Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out.

1.4 SELECTION AND PURCHASE

A. Advise the Project Manager when final selection and purchase of allowance item must be complete to avoid delay.

1.5 SUBMITTALS

A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.

B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 INSPECTION

A. Promptly inspect all Allowance items upon delivery. Immediately report any shortage, damage, or defects to Project Manager.

3.2 PREPARATION

A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

3.3 ALLOWANCE SCHEDULE

A. Include as a Contingency Allowance the lump sum amount of three thousand dollars and xx/100 Dollars ($3,000.00).

END OF SECTION

SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Administrative and supervisory personnel.
3. Coordination drawings.
4. Requests for Information (RFIs).
5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Sections:
1. Division 1 Section "Execution Requirements"
2. Division 1 Section "Project Record Drawings" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

A. Contractor shall be responsible for coordinating all trades of his contract, Owners Contractors, coordinating construction sequences and schedules, and coordinating actual installed location and interface of work.

B. Coordination: Each contractor shall supervise and direct construction operations with those of subcontractors and entities to ensure efficient and

orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Project closeout activities.
7. Startup and adjustment of systems.
8. Project closeout activities.

1.5 KEY PERSONNEL

A. Key Personnel Names: Within 5 days of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list at site. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

1.7 PROJECT MEETINGS

A. General: Attendance of subcontractors and superintendent at scheduled progress meeting is required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01320

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Contractor's construction schedule.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

   1. PDF electronic file.

B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

C. Field Condition Reports: Submit at time of discovery of differing conditions.

D. Special Reports: Submit at time of unusual event.

E. Existing Condition Photos: Submit prior to onsite mobilization to record existing conditions. If, during construction, damage occurs by others, notify Project Manager right away.

END OF SECTION

SECTION 01330
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contact, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Submittal Procedure
   2. Shop Drawings
   3. Product Data

1.3 SUBMITTAL PROCEDURES

A. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.

B. Schedule submittals to expedite the Project, and deliver to Project Manager. Coordinate submittal of related items.

C. Revise and resubmit submittals when required; identify all changes made since previous submittals.

D. Distribute copies of reviewed submittals to concerned parties and to Project Record Documents file.

1.4 SHOP DRAWINGS

A. Submit four (4) hard copies and one (1) PDF copy (concurrently). One hard copy and a PDF copy will be returned to Contractor for printing and distribution.

END OF SECTION

SECTION 01710 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Repair of the Work.

1.3 ACTION SUBMITTALS

A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

1.4 CLOSEOUT SUBMITTALS

A. Final Inspections by local code officialsCertificates of Release: From authorities having jurisdiction.

B. Final Inspection by the engineer of record.

END OF SECTION

SECTION 017823
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation manuals for new generator and automatic transfer switch.
   2. Maintenance manuals for the care and maintenance of new generator and automatic transfer switch.
   3.

B. Manual: Submit two copies of each manual in final form

   1. Provide PDF copies on 2 discs. Submit with the corrected manual.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

   a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter

2.2 OPERATION MANUALS

A. Descriptions: Include the following:

   1. Product name and model number.
   2. Manufacturer's name.
   3. Equipment identification with serial number of each component.
   4. Equipment function.
   5. Operating characteristics.

B. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

2.3 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.

D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties Include copies of warranties

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent

END OF SECTION

SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

   a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
   b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
5. .

2.2 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

END OF SECTION 017839

DRAWINGS

PRE-BID MEETING

FIRE STATION NO.16 (LATHAN)
EMERGENCY GENERATOR
FD-054A-21

PRE-QUOTE MEETING

2:00 PM May 17, 2022
1951 South Maryvale Street, Mobile, Alabama 36605

AGENDA w/ MODIFICATIONS

1. Attendance roster. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

2. Introductions - Owner Contacts, AE Project Manager.

3. Pre-Quote requirements: In order to submit a quote, vendors shall be required to review the Request for Quotes and to be on the quoter's list.

4. Discussion of Scope of Work.
    a. Provide a new **60kW 208Y/120V** with a 250/3 10KAIC internal breaker diesel generator, see Exhibit 7 – Specifications.

    b. Provide an attached diesel double-hulled tank, with a minimum of 48 hour run time capacity, see Exhibit 7 – Specifications.

    c. Provide an ASCO Series 300 Group G Power Transfer Switch 400A Automatic Transfer Switch, or equal, see Exhibit 7 – Specifications.

    d. The proposed emergency generator replacement shall have a MODBUS RS-485 to Ethernet converter supplied with the emergency generator and installed as part of the complete system. This will be used with remorte monitoring software and must be compativle with such.

    e. Delivery to site: Fire Station No.16, 1951 South Maryvale Street, Mobile, AL 36605

    f. All provided items must comply with the National Fire Protection Association (NFPA) 1, 30, 37, 70, 99, and 110, as applicable.

    g. Warranty: Five (5) years parts and labor and Two (2) year Preventative Maintenance Service with One (1) 2-Hour Bank Load Test in Year 2.

    h. Protect all existing non-moveable items through the course of construction. Verify with Project Manager if non-moveable item is in conflict with work areas.

    i. Vendor must obtain permits and arrange for all permit inspections required by the City of Mobile. There is no charge for the Permit. Subcontractors will need to obtain their own permits.

j. Before Quoting, Vendor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board.

k. Contractor shall have access to the site seven days a week, 7:00 am until 6:00 pm unless approved differently by Project Manager.

l. Contractor shall keep an exceptionally clean site. The Fire Station will continue to operate during normal business hours. All Construction and lay down areas must be protected from public.

m. Protect all concrete sidewalks, pads and paving. Contractor shall be responsible for re-pouring any concrete cracked or damaged through the course of the work, grade in any ruts level and replace any disturbed existing grass with sod, Bermuda. Sod to be maintained for 30 days and must be alive when installed. It is advised that the Contractor document the area before beginning Construction.

n. Contractor may utilize, without cost: power, electricity, toilet, and handwashing facilities, etc. if available in moderation.

o. Remove waste, spoils, surplus materials, rubbish, and construction facilities from the site. On-Site Dumpster location to be coordinated with Owner Contact. Do not use facilities waste bins or dumpsters. Site must be kept clean.

p. Storm and Wastewater:
    i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay attention to Water Regulations and Allowable Discharges.
    ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.

q. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to David Cordingly at david.cordingly@cityofmobile.org or Mark Thomas at thomasm@cityofmobile.org.

r. ~~Cut off time for submission of RFIs is by 2:00 pm (7) days before the quote opening date~~. All requests are to be submitted via e-mail to Mark Thomas.
    - ***Change to 2:00 pm May 23, 2022, (2) days before the quote opening***

s. ~~Cut off time for substitution requests is by 2:00 pm (7) days before the quote opening date.~~ Substitution approvals are Pre-Quote only. All requests are to be submitted via e-mail to Mark Thomas.
    - ***Change to 2:00 pm May 23, 2022, (2) days before the quote opening***

t. Official clarifications or corrections will be made by written addendum sent to all registered prospective bidders via e-mail. Only clarifications immortalized in Addendums are valid.

u. The City of Mobile will provide utility line locations within the work area. Contractor shall still be responsible to contact line locators for verification.

5. Special Instructions or conditions.

    a. Equal Opportunity:

        i. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
        ii. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
        iii. The Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted.
        iv. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.
        v. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

    b. City of Mobile permits are required for the construction, but are available without cost to the Contractor. General Contractor, ~~Plumbing Contractor~~, and Electrical Contractor shall have a current $10,000 Surety Bond on file with the City of Mobile Permitting Division prior to issuance of permits and throughout the contract duration.

6. Bidding instructions, forms, special requirements and time.

    a. Quotes for the above Scope of Work will be received until **2:15PM** on **Wednesday the 25th day of May, 2022.** Quotes in amounts less than $50,000 may be submitted in person, e-mailed or mailed to the Project Manager at the address indicated. Quotes $50,000 or greater shall be submitted in a sealed 9"x12" envelope with the Contractor's General Contractors license information written on the outside of the bid envelope and placed into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the Office of the City Clerk, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Quotes for $50,000 or more shall have a Bid Surety payable to Owner, City of Mobile, in the amount of 5% of the Base Quote drawn on an Alabama bank. Contractor is responsible for his quote arriving on time. Quotes will be reviewed in the Architectural Engineering Department following the time established for receipt of Quotes.

        i. Due to restricted access to Government Plaza offices, it is recommended that Quotes be sent by U.S. Postal Service to Office of the City Clerk, PO Box 1827, 36633-1827, if sent by regular mail. Quoters are responsible for ensuring their quotes arrive by the bid time and date.
        ii. Or, if sent by another carrier, addressed to the City Clerk, 9TH floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Quoters are responsible for ensuring their bids arrive by the quote time and date.

iii. No Quote may be modified, withdrawn, or canceled for a period of sixty (60) calendar days after the time designated for receipt of bids.
iv. The City of Mobile will have sixty (60) days from the quote opening date to award contract.
v. Supplier shall submit a detailed itemized pricing list in addition to the Quote Form.
vi. Supplier shall submit generator and transfer switch specifications.

b. All Quotes not clocked in by the City Clerk's Office prior to the time specified, or Quotes received after the specified time, will be automatically rejected, and returned immediately, unopened.
c. This is a tax-exempt project. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

7. Additional Requirements at time of Contract execution:
   a. A valid City of Mobile business license for the duration of the contract period
   b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
   c. Performance Bond and Labor & Material Payment Bond are required.
   d. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see Project Manual or Request for Quotes documents).
   e. Builder's Risk Insurance:
      i. ALL RISK Builder's Risk coverage shall be provided for the Contractor, Owner and all SubContractors for the full amount of the Contract during construction, fabrications, storage, transport and erection of any equipment.
      ii. Policy provisions and the Certificate of Insurance shall be provided to the Owner.

8. Payment requirements.
   a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
   b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published four times in a local newspaper of general circulation.
   c. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage.

9. Owner/City of Mobile contacts and phone numbers:
    a. Mark Thomas: 251-209-3812 (AE Construction Contract Administrator)
    b. David Cordingly: 251-802-2436 (AE Project Manager)

10. Walk of Site

11. Adjourn

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Quote	Fire Station No.16 (Lathan) Emergency Generator	1951 South Maryvale Street, Mobile, Alabama, 36605	Tuesday, May 17, 2022

FD-054A-21

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
David Cordingly	City of Mobile	251 802-2436	—	802-2436	david.cordingly@cityofmobile.org
Howard Hall	H&H Elect	605 9235		6752186	hhelectric@bellsouth.net
SEAN O'NEILL	THOMPSON POWER	251-300-0110		251-300-0110	seanoneill@thompsontractor.com
ANDY MAHRIN	BELL CONSULTING LLC	251 316 0015			andy@dellconsulting llc.com
TOMMY McNICOLL	" " "	" " "			TOMMY@BELLCONSULTINGLLC.COM
Roger Cook	City of Mobile	251-208-7632			roger.cook@cityofmobile.org
Tim Forgit	Bill Smith Electric	251 349 5724			tim@billsmithelectric.com

BID TAB

QUOTE TABULATION
ARCHITECTURAL ENGINEERING DEPARTMENT

PROJECT NAME: Fire Station No. 16 (Lathan) Emergency Generator
ADDRESS: 1951 South Maryvale Street, Mobile, Alabama 36605
PROJECT NUMBER: FD-054A-21

PROJECT MANAGER: Mark Thomas
CONSULTANT: Dell Consulting LLC
DISTRICT NUMBER: 3

QUOTE OPENING DATE: 5/25/2022

TIME: 2:30 P.M.

Number of Quoters Contacted 5 **Number of Quotes Received** 1 **Number of Addenda** 1

PROPOSED QUOTERS	BID SECURITY	ACK ADD	DBE PKG	BASE QUOTE	CONTINGENCY ALLOWANCE	TOTAL BASE QUOTE	COMMENTS AND NOTES
Thompson Power Systems	YES	YES	YES	$54,750.00	N/A	$54,750.00	APPARENT LOW BIDDER
Bill Smith Electric	____	___	___	_____	___	____	DID NOT SUBMIT A BID

C: Cassie Boatwright
James Delapp
Brenda Parker
Archnique Kidd
Andy Maurin
City Clerk
David M. Cordingly
Mark Thomas

BID PACKAGE

Fire Station No.16 (Lathan) – Emergency Generator
FD-054A-21

QUOTE FORM:

Company Name: Thompson Power Systems

Company Address: 2401 Pinson Highway, Tarrant, AL 35217

Office Phone #: 251-621-6021 **Fax #:** _____

City of Mobile Business License No.: 203865

In compliance with the Request for Quotes prepared by the City of Mobile, Architectural Engineering Department, dated April 28, 2022, and all Addendum(a) No(s) 1 dated May 23, 2022, the undersigned does hereby propose to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. The Supplier shall deliver the work complete within ~~Twenty-Four (24) calendar weeks~~ from the date of the written Notice to Proceed. See proposal for availability

- **Supplies shall NOT include sales and use taxes.**
- **Quotes shall be provided in whole dollar amount with no cents.**

Total Base Quote Amount: _____

Amount in Words

Fifty Four Thousand Seven Hundred Fifty Dollars & No Cents $ 54,750 .00

Amount in #'s

Contact Phone #: Sean O'Neill **Cell #:** 251-300-0110

E-mail Address: seanoneill@thompsontractor.com

Signature: Sean O'Neill **Date:** 05/25/2022

Printed Name: SEAN O'NEILL **Title:** Power Generation Sales

Thompson CAT

Thompson Power Systems
30950 State Highway 181
Spanish Fort, AL 36527
251-626-5100 Phone
251-626-7041 Fax
www.thompsonpowersystems.com

Quotation No: SPO-220525-1

Project Name: FD-054-21 Fire Station 16
Project City: Mobile, AL
Date Issued: May 25, 2022
Expiration Date: June 22, 2022

Due to volatility in the raw materials market, this quote is valid for 30 days. When submittals are required, the project will be requoted when submittals are approved.

- NETA testing / infrared scanning is not included in our scope of supply

Diesel Generator Set:

- One (1) Caterpillar Model C4.4, EPA Emissions certified, UL2200 listed generator set
- 60kW, 208/120 volt, three phase, 60HZ, standby rated
- EMCP 4.2B Control Panel
- Governor, electronic and isochronous
- Shipped loose remote annunciator panel (RS485)
- Remote emergency stop ships loose for installation by others
- PMG (permanent magnet excitation system)
- Generator anti-condensation heater
- Unit mounted circuit breaker: One 250 amp, 100% rated, with shunt trip
- Radiator with blower fan and belt drive
- Sound Attenuated Enclosure, painted white. 150 MPH wind load
- Fuel tank base, 255 gallon capacity (49 hours of operation at 100% load), UL 142 listed, double wall construction
- The subbase includes the following items as required by the Mobile Fire-Rescue Department Fire Code Administration
  - Fill spill containment basin
  - Overfill prevention valve installed
  - Tank vents extended to a point 12 feet above grade
  - Tank signs are not included and are to be supplied by others as desired
- Jacket water heater
- Lead acid starting batteries with rack and cables
- Battery charger
- Battery charging alternator
- Exhaust muffler, installed
- Vibration isolators
- Initial fill of lube oil and coolant
- Two hour load test at 1.0 power factor performed on site
- 5 year extended warranty
- 24 month maintenance service contract with quarterly visits. Includes two hour resistive load bank test at the end of the 24 month contract
- Operator training
- O&M Manual, (1) set

Automatic Transfer Switch:

- 400 Amp ASCO 300 Series Transfer Switch
- Open Transition
- 208/120 volt, three phase, 4 wire, 60HZ
- 3 Pole
- Service Entrance Rated
- Nema 3R enclosure with space heater
- Engine Exerciser
- O&M Manual, (1) set

Other Services:

- Startup including the following: Checkout of the installation, control wiring, safety shutdowns and other equipment supplied by Thompson Power Systems.
- NOTE: Startup is quoted to be done in one trip to the jobsite. If additional time is required, the technician will return to the jobsite on consecutive days after the first day, excluding weekends and

holidays. If the technician is required to return to the jobsite for items outside the scope of startup, i.e. unit not ready, coordination with other trades or inspectors, related charges will be at our normal service rates.

NET PRICE FOR ITEMS ABOVE = $54,750.00

Taxes: Taxes are not included in this proposal and will be added if applicable.
Freight: F.O.B. Job site in Mobile, AL
Estimated Availability: Generator Set: Approximately 31-34 weeks after submittal approval. ATS: 16-18 weeks after submittal approval. Please allow approximately 2-3 weeks after receipt of written order for submittal drawings.

THOMPSON POWER SYSTEMS will arrange for initial start-up services at no additional charge. These services include checkout of the installation, control wiring, safety shutdowns, and other equipment supplied by Thompson Power Systems. The customer will be responsible for the labor and materials to install the generator, as well as providing a means to unload the equipment upon delivery. No diesel fuel is included in this pricing.

THOMPSON POWER SYSTEMS limits the scope of supply for this quotation to the items and services listed herein. Equipment not listed is assumed to be supplied by others. We have written a detailed list as part of this proposal. Please check it to be sure it meets your requirements. We reserve the right to correct any errors or omissions.

Contracts which include penalty or liquidated damage clauses for failure to meet delivery dates are not binding on **THOMPSON POWER SYSTEMS** unless accepted and confirmed in writing by a manager of **THOMPSON POWER SYSTEMS**.

Thank you for the opportunity to submit this proposal. If you need additional information or wish to order this equipment, please contact me at 251-621-6021 or sign and return this document.

Sincerely,

Sean O'Neill

Sean O'Neill
Thompson Power Systems
251-621-6021 Office / 251-300-0110 Cell / 251-626-7041 Fax / seanoneill@thompsontractor.com

TERMS AND CONDITIONS

1. EXECUTION OF OTHER DOCUMENTS. If the full amount of the purchase price is not paid in cash, when the equipment necessary to fill this order is available, Purchaser agrees on demand to execute and deliver to Seller such promissory notes, security agreements, financing statements, equipment leases, and

other documents as Seller may require evidencing and securing the Total Balance shown above. In the event Purchaser fails to execute and deliver such documents, the entire Net Balance Due shall, at Seller's election, be immediately due and payable, together with interest as provided below from the date demand is made by Seller.

2. RISK OF LOSS; INSURANCE. The equipment shall at all times after delivery to Purchaser, Purchaser's agent, or a transportation company for delivery to Purchaser, whichever first occurs, be the sole responsibility of Purchaser, and all risk of loss or damage to the equipment or any part thereof from any cause whatsoever shall be borne by Purchaser, and shall not operate to extinguish or diminish the liability of Purchaser to Seller. Unless Purchaser pays Seller cash on or prior to delivery, Purchaser shall procure, and furnish to Seller, evidence of insurance showing the existence of valid and collectible insurance insuring the equipment against loss from fire, theft, collision and comprehensive coverage in an amount not less than the Net Balance Due or Amount to be Financed shown above, with loss thereunder payable to Seller, as loss payee, as its interest may appear. If the equipment is leased by Purchaser, Purchaser shall also furnish evidence of liability insurance satisfactory to Seller in its sole discretion. Purchaser may furnish the required insurance through an existing policy or through an insurance agent selected by Purchaser. Seller may refuse to accept any insurance offered by Purchaser for reasonable cause.

3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Purchaser understands and agrees that Seller is not the manufacturer of the equipment described in this order. Seller makes no representation or warranty against latent or patent defects in material or workmanship, no warranty of capacity or performance, and no warranty that the equipment will meet the requirements of any law, regulation, specification or contract term that provides for or requires specific machinery or apparatus or specific capacity or methods of operation.

New Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Purchaser hereby acknowledges receipt of any applicable Caterpillar warranty or warranties identified on this order. Seller assumes no responsibility for such warranties.

Seller will cooperate with Purchaser in seeking to obtain adjustment from the manufacturer for any breach of the manufacturer's warranty. Unless otherwise provided in a writing signed by Seller, any transportation, travel and other expenses will be for Purchaser's account. In no event will Seller have any obligation on account of any defect or defects in the equipment, or of any failure of the equipment to operate as warranted, or for any loss or damage to or caused by the equipment.

With respect to equipment described herein as "used" or "other", Purchaser agrees that all such equipment is sold "AS IS" and with all faults or defects except as otherwise expressly provided in any express warranty specifically set forth hereon or contained in a separate writing signed by Seller.

The forgoing provisions are in lieu of all other warranties, express or implied. SELLER HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTY OR OBLIGATION OF SELLER TO PURCHASER ON ACCOUNT OF ANY DEFECT IN OR ANY FAILURE OR INSUFFICIENCY OF THE EQUIPMENT. In no event will Seller be liable for any especial or consequential damages sustained by Purchaser, even if Seller had reason to know of them.

Purchaser expressly agrees that Seller and its officers, agents, affiliates and employees shall not be liable in tort -- whether on claims of negligence, wantonness, fraud, misrepresentation, suppression, strict liability, or other theory of tort liability -- for any action or failure to act in connection with the making of this order or negotiations leading up to it, or the repair or operation of the equipment. Purchaser agrees that it is the intent

of the parties to absolve Seller, its officers, agents, affiliates, and employees, from all liability in tort, and that Purchaser's sole and exclusive remedy against Seller, its officers, agents, affiliates, and employees, shall be in contract under this order or under the express warranties, if any, made by Seller under this order or in a separate writing signed by Seller.

4. PRODUCT IMPROVEMENTS; REPAIRS OF DAMAGE. Purchaser acknowledges that the equipment delivered pursuant to this order may have been modified by Seller at the manufacturer's direction or request to update or improve the equipment after it left the manufacturer's plant and that Seller may have repainted or repaired damage to the equipment suffered in demonstration, transit or storage. Purchaser consents to such modifications, repairs, or repainting and waives any further notice or disclosure thereof.

5. SELLER'S RESERVATION OF TITLE. Seller hereby retains title to all equipment described hereon until the Total Time Pay Balance shown hereon is paid in full or, in the case of a cash sale paid by check or a sale on account, until Seller receives full payment of the Net Balance Due in collected funds. All payments under this order shall be made in United States dollars and immediately available funds. If Purchaser defaults on any payment, the unpaid balance of the Total Time Pay Balance shall be immediately due and payable, at Seller's election. If Seller does not receive collected funds or is not paid in full when due, Seller may repossess the equipment, sell it at public or private sale or accept it in satisfaction of the unpaid debt (at Seller's election), and exercise all rights and remedies of a secured party following default by its debtor. A copy of this order may be filed as a financing statement.

6. INTEREST AFTER DEFAULT. After default by Purchaser in the payment of any sum owed by Purchaser under this order, such sum shall accrue interest daily, payable on demand, at the per annum rate that is 2% in excess of the highest prime rate published in The Wall Street Journal on the date of default, such rate to increase or decrease in like amount each time the prime rate changes until such sum is paid in full.

7. COLLECTION COSTS. Purchaser agrees to pay all expenses, including reasonable attorney's fees, incurred by Seller in enforcing this order or collecting any sum owed by Purchaser hereunder following default by Purchaser.

8. ARBITRATION OF DISPUTES. Purchaser and Seller acknowledge and agree that the transaction between them involves "commerce" as that term is used in the Federal Arbitration Act. Purchaser and Seller agree that all disputes, controversies or claims of any kind whatsoever arising out of or related to this order, the equipment, the transactions evidenced or contemplated by this order, any prior negotiations or dealings between them, or any maintenance or service performed by Seller on the equipment or on any other related or unrelated property before or after the date of this order, or arising out of or related to any relationship resulting from any of the foregoing, whether based in tort, contract, warranty, or statutory or strict liability, shall be submitted to binding arbitration held in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall determine whether the dispute is subject to arbitration. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction. The arbitration shall be conducted by a sole arbitrator who shall be well versed in the sale and financing of equipment of the type involved in the dispute and shall, at the election of either party, be an attorney at law who has been licensed to practice at least 10 years. The arbitrator may not award, punitive, consequential or special damages. The foregoing does not affect the right of either party to seek a

judgment in court against the other on a contract claim for breach of an express covenant to pay money and for interest and costs of collection, or to exercise any right of offset or self-help repossession, or to seek a court order for possession of personal property, or to seek an injunction or other purely equitable remedy other than a stay of arbitration. The parties agree that the commencement of litigation by either of them pursuant to the preceding sentence or otherwise shall not operate as a waiver or estoppel of the right to arbitrate any counterclaim or other similar claim, and that upon the giving of a notice of arbitration of the counterclaim or similar claim by any party hereto, the litigation of the counterclaim shall be stayed and the counterclaim shall be submitted to binding arbitration hereunder. The parties hereby waive the right to trial by jury of all disputes, controversies and claims which they have hereby agreed to resolve by arbitration whether or not the dispute, claim or controversy is submitted to arbitration or is decided by a court.

9. NO ADDITIONAL OR DIFFERENT TERMS. If Purchaser has sent or hereafter sends Seller a purchase order, order acknowledgement, or other writing that states terms additional to or different from those contained in this order, any acceptance of this order by Seller is expressly made conditional on Purchaser's acceptance of the terms and conditions of this order, and Seller hereby gives notification of its objection to any additional or different terms proposed by Purchaser.

10. NOTICE OF THOMPSON TRACTOR CO., INC. AND CATERPILLAR INC. CUSTOMER DATA AND TELEMATICS DATA PRIVACY STATEMENT.

We collect information about specific machines or products (e.g., configuration or consumption of parts and services by serial number) or groups of machines or products and customer information that allows for identifying and contacting a customer such as name, address, phone number and email address.

Telematics Data

In the event this machine is equipped with telematics devices such as VisionLink, data concerning this machine, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates, and/or Thompson Tractor Co., Inc.

Thompson Tractor Co., Inc. recognizes and respects customer privacy. The Thompson Tractor Co., Inc. Customer Data Privacy Statement and the Telematics Data Privacy Statement (the "Privacy Statement") describe the categories of information collected, the purposes of the processing of the information, and how the information is shared. The Privacy Statements are available online at www.thompsontractor.com.

Purchaser: _____
By: _____
Title : _____
Date : _____

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, that we Thompson Tractor Co., Inc.

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called the Surety, are held and firmly bound unto The City of Mobile

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid Dollars ($ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for One (1) Caterpillar 60kW 208Y/120W - Diesel Generator, attached 580 Gallon Diesel Double-Hulled Tank, and a 400A Automatic Transfer Switch

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th day of May , 2022 .

(Witness)

Thompson Tractor Co., Inc.
(Principal)
By: _____
(Title)

Danielle Johnson
(Witness)
Danielle Johnson

Travelers Casualty and Surety Company of America
(Surety) (Seal)
By: _____
Tina Foster (Title) Attorney-in-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, February 1970 Edition

1

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Tina Foster of KNOXVILLE , Tennessee , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of May , 2022 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Client#: 668016 THOMPTRACT1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/25/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 11330 Lakefield Drive Suite 100 Johns Creek, GA 30097-1508	CONTACT NAME: Adriana Steggert PHONE (A/C, No, Ext): 770-622-4689 FAX (A/C, No): 770-476-3651 E-MAIL ADDRESS: Adriana.steggert@Marshmma.com
INSURED Thompson Tractor Co., Inc 2401 Pinson Valley Highway Birmingham, AL 35217	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : Great American Insurance Company — 16691 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	X COMMERCIAL GENERAL LIABILITY			GLO292522306	02/01/2022	02/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X BI/PD Ded:75000						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP292522406	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			TUU554481819	02/01/2022	02/01/2023	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC292522106 (AOS)	02/01/2022	02/01/2023	X PER STATUTE / OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) N/A			WC292522206 (FL)	02/01/2022	02/01/2023	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: City of Mobile Fire Station No. 16 (Lathan) Emergency Elevator

Project No. FD-054A-21

Certificate holder is included as Additional Insured when required by written contract, agreement or permit but only with respect to the Auto Liability and General Liability insurance and subject to the provisions (See Attached Descriptions)

CERTIFICATE HOLDER

City of Mobile
Building Services Department
PO Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ben Lenard

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

JJLEG

DESCRIPTIONS (Continued from Page 1)

and limitations of the policy. All coverage is written on a primary and non-contributory basis when required by written contract, agreement or permit and subject to the provisions and limitations of the policy. Waiver of subrogation applies to Auto Liability, General Liability Insurance and Workers Compensation when required by written contract, agreement or permit and subject to the provisions and limitations of the policy.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Thompson Tractor Co., Inc.

2 Business name/disregarded entity name, if different from above

DBA Thompson Power Systems, Thompson Lift Truck Co., The CAT Rental Store, Thompson Rents

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 10367 2401 Pinson Highway, Tarrant, AL 35217

Requester's name and address (optional)

6 City, state, and ZIP code

Birmingham, AL 35202-0367

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

6	3	-	0	3	7	7	4	7	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Gina Compton Date ▶ 1/3/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Thompson Tractor Co., Inc
Address	2401 Pinson Hwy, Birmingham, AL 35217
Telephone	205-841-8601
E-Mail	seanoneill@thompsontractor.com

RFP/RFQ Solicitation Number	FD-054A-21
Project Description	Fire Station 16 Generator set and transfer switch
Is your company a DBE company?	Yes ☑ No ☐
Work force demographics	Male _____ Female ✓ Minority _____ Non-minority _____ Vets _____ Total #of Employees 1469

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Sean O'Neill

Signature: Sean P. O'Neill Date: 05/25/2022

Title: Power Generation Sales

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Karen Williams Title: Risk Management Administrator

E-mail:_ Phone: 205-849-4548 karenwilliams@thompsontractor.com

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

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # FD-054A-21 Your Bid/Proposal Amount $ 54,750.00 Date: 05 / 25 / 22

Description Diesel generator set and automatic transfer switch

Name of Bidder/Proposer: Thompson Tractor, Sean O'Neill

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
N/A						

Form 2: Good Faith Effort Documentation

Name of Bidder: Thompson Tractor Co., Inc

Contact Person: Sean O'Neill Phone 251-300-0110 Email seanoneill@thompsontractor.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
N/A		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
N/A		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
N/A		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
N/A		**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
N/A		**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
N/A		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

N/A		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
N/A		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
N/A		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
N/A		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. N/A

_____

_____

Suggestions or comments to improve this program. _____

_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: Thompson Tractor Co., Inc	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION: Diesel generator set and automatic transfer switch		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$ 54,750.00	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
N/A		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: Sean O'Neill

SIGNATURE: Sean P. O'Neill, Power Generation Sales (Title) __/__/__ (Date) 05/25/22

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Thompson Tractor Co., Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - South, a WBENC Regional Partner Organization.

Certification Granted: March 10, 2022
Expiration Date: March 10, 2023
WBENC National Certification Number: WBE2200531

Authorized by Phala Mire, President Women's Business Enterprise Council - South

WBECSOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL

NAICS: 423810
UNSPSC: 22100000

Great Lakes Women's Business Council

Women's Business Council Southwest

WBECMETRONY

WBEA

WBECEAST

WBECORV

WBECPACIFIC

Women's Business Development Center

WBECWEST

WBECFLORIDA

DBE WAIVER

City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at https://cityofmobile.sharepoint.com/sites/COMPortal .
Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver. Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# FD-054A-21 Current Date 5 / 27 / 22

Project Description Fire Station No. 16 (Lathan) Emergency Generator

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

This project is for the purchase of a diesel generator and does not require sub-consultant participation.

The generator will be delivered to the site and installed by others under a separate contract.

The vendor is a certified Women's Business Enterprise (WBE).

Cassie Boatwright
Requested By (Department Director)

(Signature)	Director (Title)	5/27/2022 (Date)

251-208-7627
Telephone Number

boatwright@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature)	(Title)	(Date)

Approved By (CAO)

LETTER OF RECOMMENDATION

dell consulting

813 Downtowner Boulevard
Suite D
Mobile, Alabama 36609
P: 251.316.0015 • F: 850.332.6629
www.dellconsultingllc.com

Memorandum

Date: *05-25-2022*

To: Mr. David Cordingly
Capital Improvement Project Manager
City of Mobile
Architectural Engineering Department
205 Government Street
Mobile, Alabama 36633

From: Andy Maurin, P.E.

Regarding: Fire Station #16 (Lathan)
Emergency Generator
#FD-054A-21

I have reviewed the Bid information submitted for the project. The bid documentation is in order and consistent with the specified scope of work. I have reviewed the bid and associated documentation. I recommend the bid from Thompson Power Systems of $54,750.00 be accepted and awarded.

Please let me know if you have any questions or comments.



Andrew W. Maurin, P.E.

SALES & USE TAX CERTIFICATE OF EXEMPTION

ST: EXC-01
11/21

ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX DIVISION
P.O. Box 327710 • Montgomery, AL 36132-7710

Application For
Sales and Use Tax Certificate of Exemption

FOR GOVERNMENT ENTITY PROJECT

This Certificate of Exemption will be limited to purchases which qualify for an exemption of sales and use taxes pursuant to Rule No. 810-6-3-.77

PROJECT INFORMATION:

PROJECT NAME	PROJECT OWNER'S FEIN (EXEMPT ENTITY)
Fire Station No. 16 (Lathan)-Emergency Generator (Project No. FD-054A-21)	63-6001318

STREET ADDRESS OF PROJECT (CITY AND COUNTY INCLUDED)	CITY	ZIP	COUNTY
1951 South Maryvale Street	Mobile	36605	Mobile

APPLICANT'S INFORMATION:

RELATION: *(CHOOSE ONE)*

☑ Government Entity ☐ General Contractor ☐ Subcontractor

APPLICANT'S LEGAL NAME	FEIN
City of Mobile Architectural Engineering Department	63-6001318
DBA	CONSUMER'S USE TAX ACCOUNT NUMBER

MAILING ADDRESS: STREET	CITY	STATE	ZIP	COUNTY
205 Governement Street	Mobile	AL	36633-1827	Mobile

CONTACT PERSON	BUSINESS TELEPHONE NUMBER
David Cordingly	(251) 208-7637

EMAIL ADDRESS

david.cordingly@cityofmobile.org

PROJECT START DATE	PROJECT END DATE
08/01/22	02/28/23

WILL THE APPLICANT HAVE ANY SUBCONTRACTORS ON THIS JOB?	NAME OF PARTY TO THE CONTRACT
☑ Yes ☐ No If yes, please attach list.	Thompson Tractor Co., Inc.

JOB DESCRIPTION

Purchase of emergency generator for Fire Station No. 16 (Lathan).

WILL ANY POLLUTION CONTROL EXEMPTION BE APPLICABLE?	ESTIMATED POLLUTION CONTROL COST
☐ Yes ☑ No	$

TOTAL PROJECT BID AMOUNT (APPLICANT'S PORTION OF PROJECT)	LABOR COST (APPLICANT'S PORTION OF PROJECT)	MATERIAL COST (APPLICANT'S PORTION OF PROJECT)
$54750	$0	$54750

REVENUE DEPARTMENT USE ONLY

PENDING DOCUMENTATION / INFORMATION:

☐ GCL ☐ SBL ☐ Contract / NTP / LOI ☐ LOS ☐ Project Dates / Breakdown of Costs

Contact Dates: _____ Received Date: _____

_____ Forwarded for Denial: _____

PROJECT NAME	PROJECT OWNER'S FEIN (EXEMPT ENTITY)
Fire Station No. 16 (Lathan)-Emergency Generator (Project No. FD-054A-21)	63-6001318

FORM OF OWNERSHIP:

☐ Individual ☐ Partnership ☐ Corporation ☐ Multi member LLC ☐ Single member LLC ☑ Government Entity

If applicant is a corporation, a copy of the certified certificate of incorporation, amended certificate of incorporation, certificate of authority, or articles of incorporation should be attached. If the applicant is a limited liability company or a limited liability partnership, a copy of the certified articles of organization should be attached.

OWNERSHIP INFORMATION:

Corporations – give name, title, home address, and Social Security Number of each officer.

Partnerships – give name, home address, Social Security Number or FEIN of each partner.

Sole Proprietorships – give name, home address, Social Security Number of owner.

LLC – give name, home address, and Social Security Number or FEIN of each member.

LLP – give name, home address, and Social Security Number or FEIN of each partner.

Cassie Boatwright
NAME *(PLEASE PRINT)*

SIGNATURE

Director
TITLE

07/29/22
DATE

REVENUE DEPARTMENT USE ONLY

PENDING OTHER:

☐ Government Entity ☐ General Contractor ☐ Not on LOS

Contact Dates: _____ Received Date: _____

_____ Forwarded for Denial: _____

Examiner's Remarks _____

Examiner _____ Date _____

Instructions For Preparation of Form ST: EXC-01
Sales and Use Tax Certificate of Exemption for Government Entity Project

NOTE: Exemption Certificates will be issued as of the project start date or the received date of the application. If, upon receipt of the application, the project has already commenced, the certificate will be issued as of the received date of the application. Any purchases made prior to the issuance of a certificate will not be exempt.

*** **Please allow 10 to 14 business days for your application to be processed.** ***

In order to expedite the processing of your application, please include the following documentation when submitting your application:

Exempt Entity:
1. Signed Application
2. Copy of Executed/Signed Contract, Letter of Intent, Notice of Award, and/or Notice to Proceed

General Contractor:
1. Signed Application
2. Copy of Executed/Signed Contract, Letter of Intent, Notice of Award, and/or Notice to Proceed
3. List of Subcontractors
4. Alabama Board of General Contractor's License
5. State/County Business License (usually obtained through county probate office)

Subcontractor:
1. Signed Application
2. Alabama Board of General Contractor's License
3. State/County Business License (usually obtained through county probate office)
4. List of Subcontractors (if any)

General contractors and subcontractors:
- Any additions and/or deletions to the list of subcontractors working on a project must be submitted to the Department within 30 days of occurrence.
- If an extension is needed for a project, please contact the Department of Revenue at the address, number, or email listed below. Extension requests should be submitted no more than 30 days after expiration date.
- Subcontractors Project Start Date should be the date they will begin working on the project and ordering materials

THERE IS A FILING REQUIREMENT IF YOUR APPLICATION IS APPROVED. The return will be filed through the Consumer's Use Tax account. Please see the following page for detailed instructions and general information regarding the reporting requirements.

The application and required documentation may be mailed, faxed, or emailed to the following:

Fax: (334) 353-7867

Email: STExemptionUnit@revenue.alabama.gov

Mailing Address: ATTN: Contractor's Exemption
Alabama Department of Revenue
Sales & Use Tax Division
Room 4303
PO Box 327710
Montgomery, AL 36132-7710

General Information and Instructions Regarding the Reporting Requirements for Contractors Awarded an Exemption Certificate

A contractor's exemption certificate for a Government Entity project is needed in order to purchase materials tax exempt for the qualified project. Once the exemption certificate has been applied for and awarded, there is a monthly filing requirement to report the purchases that have been made for each exempt project. The Consumer's Use (CNU) tax account is used to report the tax-exempt purchases made with each certificate for each exempt project for each month.

The consumer's use tax return must be filed for each of the months covered by the exemption certificate. (For example, if the certificate's effective date is June 29, 2014 and the expected completion date is October 1, 2014, a consumer's use tax return must be filed for each of the following months: June, July, August, September, and October.) A return MUST be filed each month to report the monthly purchases. Therefore, all active exemption certificates must be included on the monthly report even if the monthly purchases for a specific project was $0.

If a CNU tax account is not already open under the taxpayer/business name, one will automatically be assigned at the time the exemption certificate is generated. Electronic filing is required through the Department's online filing system, My Alabama Taxes (MAT). A letter containing the online filing information will be mailed to the address on file within a few days after the new CNU tax account has been assigned. This letter will contain all the information needed to create your online filing account in MAT. For questions relating to setting up the account on www.myalabamataxes.alabama.gov, please contact Business Registration at 334-242-1584 or the Sales Tax Division at 1-866-576-6531.

Once the MAT account is set up, please log in and file the monthly CNU tax return. There is a table located at the bottom left hand corner labeled "Contractor's Exemption for Government Construction Projects." All three fields in the table are required to be completed: exemption number, project number, and total amount of purchases for that specific project for the month.

***Please do not use lines 1 through 9 of the return for reporting exempt project information. Leave these lines blank unless taxable purchases were made outside of the state of Alabama that need to be reported and tax remitted. (Lines 1 through 9 do not have anything to do with the exemption reporting requirements).

When the certificate expires (upon the project's completion) and the CNU tax account is no longer needed, please contact the Business Registration Unit at 334-242-1584 and close the CNU tax account. Please be advised that if there are multiple government entity projects open, the consumer's use tax account should remain open until the last project completion date. For example, if Project EXC00ABCD ends in June of 2014 but Project EXC00EFGH ends January of 2015, the CNU tax account must remain open until the end of January 2015. A return for Project EXC00EFGH must be filed all the way through January 2015.

If the applicant already has a CNU tax account and it is currently set up online, please use this account to report exempt project purchases through www.myalabamataxes.alabama.gov using the instructions provided above. The return may then be filed as usual.

***All Consumer's Use Tax returns are due on the 20th of the month following the month in which purchases were made (i.e., the return for the month of June is due July 20th, etc. There are 20 days to file the return before it is deemed late.)

***Any penalty waiver requests may be directed to the Sales and Use Tax Division at 1-866-576-6531. Only one waiver per 18 month period is allowed.

Fire Station No.16 (Lathan) – Emergency Generator
FD-054A-21

QUOTE FORM:

Company Name: Thompson Power Systems

Company Address: 2401 Pinson Highway, Tarrant, AL 35217

Office Phone #: 251-621-6021 **Fax #:** _____

City of Mobile Business License No.: 203865

In compliance with the Request for Quotes prepared by the City of Mobile, Architectural Engineering Department, dated April 28, 2022, and all Addendum(a) No(s) 1 dated May 23, 2022, the undersigned does hereby propose to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. The Supplier shall deliver the work complete within ~~Twenty-Four (24) calendar weeks~~ from the date of the written Notice to Proceed. See proposal for availability

- **Supplies shall NOT include sales and use taxes.**
- **Quotes shall be provided in whole dollar amount with no cents.**

Total Base Quote Amount: _____

Amount in Words

Fifty Four Thousand Seven Hundred Fifty Dollars & No Cents $ 54,750 .00

Amount in #'s

Contact Phone #: Sean O'Neill **Cell #:** 251-300-0110

E-mail Address: seanoneill@thompsontractor.com

Signature: Sean O'Neill **Date:** 05/25/2022

Printed Name: SEAN O'NEILL **Title:** Power Generation Sales

REQ#13703

Thompson CAT

Thompson Power Systems
30950 State Highway 181
Spanish Fort, AL 36527
251-626-5100 Phone
251-626-7041 Fax
www.thompsonpowersystems.com

Quotation No: SPO-220525-1

Project Name: FD-054-21 Fire Station 16
Project City: Mobile, AL
Date Issued: May 25, 2022
Expiration Date: June 22, 2022

Due to volatility in the raw materials market, this quote is valid for 30 days. When submittals are required, the project will be requoted when submittals are approved.

- NETA testing / infrared scanning is not included in our scope of supply

Diesel Generator Set:

- One (1) Caterpillar Model C4.4, EPA Emissions certified, UL2200 listed generator set
- 60kW, 208/120 volt, three phase, 60HZ, standby rated
- EMCP 4.2B Control Panel
- Governor, electronic and isochronous
- Shipped loose remote annunciator panel (RS485)
- Remote emergency stop ships loose for installation by others
- PMG (permanent magnet excitation system)
- Generator anti-condensation heater
- Unit mounted circuit breaker: One 250 amp, 100% rated, with shunt trip
- Radiator with blower fan and belt drive
- Sound Attenuated Enclosure, painted white. 150 MPH wind load
- Fuel tank base, 255 gallon capacity (49 hours of operation at 100% load), UL 142 listed, double wall construction
- The subbase includes the following items as required by the Mobile Fire-Rescue Department Fire Code Administration
  - Fill spill containment basin
  - Overfill prevention valve installed
  - Tank vents extended to a point 12 feet above grade
  - Tank signs are not included and are to be supplied by others as desired
- Jacket water heater
- Lead acid starting batteries with rack and cables
- Battery charger
- Battery charging alternator
- Exhaust muffler, installed
- Vibration isolators
- Initial fill of lube oil and coolant
- Two hour load test at 1.0 power factor performed on site
- 5 year extended warranty
- 24 month maintenance service contract with quarterly visits. Includes two hour resistive load bank test at the end of the 24 month contract
- Operator training
- O&M Manual, (1) set

Automatic Transfer Switch:

- 400 Amp ASCO 300 Series Transfer Switch
- Open Transition
- 208/120 volt, three phase, 4 wire, 60HZ
- 3 Pole
- Service Entrance Rated
- Nema 3R enclosure with space heater
- Engine Exerciser
- O&M Manual, (1) set

Other Services:

- Startup including the following: Checkout of the installation, control wiring, safety shutdowns and other equipment supplied by Thompson Power Systems.
- NOTE: Startup is quoted to be done in one trip to the jobsite. If additional time is required, the technician will return to the jobsite on consecutive days after the first day, excluding weekends and

holidays. If the technician is required to return to the jobsite for items outside the scope of startup, i.e. unit not ready, coordination with other trades or inspectors, related charges will be at our normal service rates.

NET PRICE FOR ITEMS ABOVE = $54,750.00

Taxes: Taxes are not included in this proposal and will be added if applicable.
Freight: F.O.B. Job site in Mobile, AL
Estimated Availability: Generator Set: Approximately 31-34 weeks after submittal approval. ATS: 16-18 weeks after submittal approval. Please allow approximately 2-3 weeks after receipt of written order for submittal drawings.

THOMPSON POWER SYSTEMS will arrange for initial start-up services at no additional charge. These services include checkout of the installation, control wiring, safety shutdowns, and other equipment supplied by Thompson Power Systems. The customer will be responsible for the labor and materials to install the generator, as well as providing a means to unload the equipment upon delivery. No diesel fuel is included in this pricing.

THOMPSON POWER SYSTEMS limits the scope of supply for this quotation to the items and services listed herein. Equipment not listed is assumed to be supplied by others. We have written a detailed list as part of this proposal. Please check it to be sure it meets your requirements. We reserve the right to correct any errors or omissions.

Contracts which include penalty or liquidated damage clauses for failure to meet delivery dates are not binding on **THOMPSON POWER SYSTEMS** unless accepted and confirmed in writing by a manager of **THOMPSON POWER SYSTEMS.**

Thank you for the opportunity to submit this proposal. If you need additional information or wish to order this equipment, please contact me at 251-621-6021 or sign and return this document.

Sincerely,

Sean O'Neill

Sean O'Neill
Thompson Power Systems
251-621-6021 Office / 251-300-0110 Cell / 251-626-7041 Fax / seanoneill@thompsontractor.com

TERMS AND CONDITIONS

1. EXECUTION OF OTHER DOCUMENTS. If the full amount of the purchase price is not paid in cash, when the equipment necessary to fill this order is available, Purchaser agrees on demand to execute and deliver to Seller such promissory notes, security agreements, financing statements, equipment leases, and

other documents as Seller may require evidencing and securing the Total Balance shown above. In the event Purchaser fails to execute and deliver such documents, the entire Net Balance Due shall, at Seller's election, be immediately due and payable, together with interest as provided below from the date demand is made by Seller.

2. RISK OF LOSS; INSURANCE. The equipment shall at all times after delivery to Purchaser, Purchaser's agent, or a transportation company for delivery to Purchaser, whichever first occurs, be the sole responsibility of Purchaser, and all risk of loss or damage to the equipment or any part thereof from any cause whatsoever shall be borne by Purchaser, and shall not operate to extinguish or diminish the liability of Purchaser to Seller. Unless Purchaser pays Seller cash on or prior to delivery, Purchaser shall procure, and furnish to Seller, evidence of insurance showing the existence of valid and collectible insurance insuring the equipment against loss from fire, theft, collision and comprehensive coverage in an amount not less than the Net Balance Due or Amount to be Financed shown above, with loss thereunder payable to Seller, as loss payee, as its interest may appear. If the equipment is leased by Purchaser, Purchaser shall also furnish evidence of liability insurance satisfactory to Seller in its sole discretion. Purchaser may furnish the required insurance through an existing policy or through an insurance agent selected by Purchaser. Seller may refuse to accept any insurance offered by Purchaser for reasonable cause.

3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Purchaser understands and agrees that Seller is not the manufacturer of the equipment described in this order. Seller makes no representation or warranty against latent or patent defects in material or workmanship, no warranty of capacity or performance, and no warranty that the equipment will meet the requirements of any law, regulation, specification or contract term that provides for or requires specific machinery or apparatus or specific capacity or methods of operation.

New Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Purchaser hereby acknowledges receipt of any applicable Caterpillar warranty or warranties identified on this order. Seller assumes no responsibility for such warranties.

Seller will cooperate with Purchaser in seeking to obtain adjustment from the manufacturer for any breach of the manufacturer's warranty. Unless otherwise provided in a writing signed by Seller, any transportation, travel and other expenses will be for Purchaser's account. In no event will Seller have any obligation on account of any defect or defects in the equipment, or of any failure of the equipment to operate as warranted, or for any loss or damage to or caused by the equipment.

With respect to equipment described herein as "used" or "other", Purchaser agrees that all such equipment is sold "AS IS" and with all faults or defects except as otherwise expressly provided in any express warranty specifically set forth hereon or contained in a separate writing signed by Seller.

The forgoing provisions are in lieu of all other warranties, express or implied. SELLER HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTY OR OBLIGATION OF SELLER TO PURCHASER ON ACCOUNT OF ANY DEFECT IN OR ANY FAILURE OR INSUFFICIENCY OF THE EQUIPMENT. In no event will Seller be liable for any especial or consequential damages sustained by Purchaser, even if Seller had reason to know of them.

Purchaser expressly agrees that Seller and its officers, agents, affiliates and employees shall not be liable in tort -- whether on claims of negligence, wantonness, fraud, misrepresentation, suppression, strict liability, or other theory of tort liability -- for any action or failure to act in connection with the making of this order or negotiations leading up to it, or the repair or operation of the equipment. Purchaser agrees that it is the intent

of the parties to absolve Seller, its officers, agents, affiliates, and employees, from all liability in tort, and that Purchaser's sole and exclusive remedy against Seller, its officers, agents, affiliates, and employees, shall be in contract under this order or under the express warranties, if any, made by Seller under this order or in a separate writing signed by Seller.

4. PRODUCT IMPROVEMENTS; REPAIRS OF DAMAGE. Purchaser acknowledges that the equipment delivered pursuant to this order may have been modified by Seller at the manufacturer's direction or request to update or improve the equipment after it left the manufacturer's plant and that Seller may have repainted or repaired damage to the equipment suffered in demonstration, transit or storage. Purchaser consents to such modifications, repairs, or repainting and waives any further notice or disclosure thereof.

5. SELLER'S RESERVATION OF TITLE. Seller hereby retains title to all equipment described hereon until the Total Time Pay Balance shown hereon is paid in full or, in the case of a cash sale paid by check or a sale on account, until Seller receives full payment of the Net Balance Due in collected funds. All payments under this order shall be made in United States dollars and immediately available funds. If Purchaser defaults on any payment, the unpaid balance of the Total Time Pay Balance shall be immediately due and payable, at Seller's election. If Seller does not receive collected funds or is not paid in full when due, Seller may repossess the equipment, sell it at public or private sale or accept it in satisfaction of the unpaid debt (at Seller's election), and exercise all rights and remedies of a secured party following default by its debtor. A copy of this order may be filed as a financing statement.

6. INTEREST AFTER DEFAULT. After default by Purchaser in the payment of any sum owed by Purchaser under this order, such sum shall accrue interest daily, payable on demand, at the per annum rate that is 2% in excess of the highest prime rate published in The Wall Street Journal on the date of default, such rate to increase or decrease in like amount each time the prime rate changes until such sum is paid in full.

7. COLLECTION COSTS. Purchaser agrees to pay all expenses, including reasonable attorney's fees, incurred by Seller in enforcing this order or collecting any sum owed by Purchaser hereunder following default by Purchaser.

8. ARBITRATION OF DISPUTES. Purchaser and Seller acknowledge and agree that the transaction between them involves "commerce" as that term is used in the Federal Arbitration Act. Purchaser and Seller agree that all disputes, controversies or claims of any kind whatsoever arising out of or related to this order, the equipment, the transactions evidenced or contemplated by this order, any prior negotiations or dealings between them, or any maintenance or service performed by Seller on the equipment or on any other related or unrelated property before or after the date of this order, or arising out of or related to any relationship resulting from any of the foregoing, whether based in tort, contract, warranty, or statutory or strict liability, shall be submitted to binding arbitration held in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall determine whether the dispute is subject to arbitration. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction. The arbitration shall be conducted by a sole arbitrator who shall be well versed in the sale and financing of equipment of the type involved in the dispute and shall, at the election of either party, be an attorney at law who has been licensed to practice at least 10 years. The arbitrator may not award, punitive, consequential or special damages. The foregoing does not affect the right of either party to seek a

judgment in court against the other on a contract claim for breach of an express covenant to pay money and for interest and costs of collection, or to exercise any right of offset or self-help repossession, or to seek a court order for possession of personal property, or to seek an injunction or other purely equitable remedy other than a stay of arbitration. The parties agree that the commencement of litigation by either of them pursuant to the preceding sentence or otherwise shall not operate as a waiver or estoppel of the right to arbitrate any counterclaim or other similar claim, and that upon the giving of a notice of arbitration of the counterclaim or similar claim by any party hereto, the litigation of the counterclaim shall be stayed and the counterclaim shall be submitted to binding arbitration hereunder. The parties hereby waive the right to trial by jury of all disputes, controversies and claims which they have hereby agreed to resolve by arbitration whether or not the dispute, claim or controversy is submitted to arbitration or is decided by a court.

9. NO ADDITIONAL OR DIFFERENT TERMS. If Purchaser has sent or hereafter sends Seller a purchase order, order acknowledgement, or other writing that states terms additional to or different from those contained in this order, any acceptance of this order by Seller is expressly made conditional on Purchaser's acceptance of the terms and conditions of this order, and Seller hereby gives notification of its objection to any additional or different terms proposed by Purchaser.

10. NOTICE OF THOMPSON TRACTOR CO., INC. AND CATERPILLAR INC. CUSTOMER DATA AND TELEMATICS DATA PRIVACY STATEMENT.

We collect information about specific machines or products (e.g., configuration or consumption of parts and services by serial number) or groups of machines or products and customer information that allows for identifying and contacting a customer such as name, address, phone number and email address.

Telematics Data

In the event this machine is equipped with telematics devices such as VisionLink, data concerning this machine, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates, and/or Thompson Tractor Co., Inc.

Thompson Tractor Co., Inc. recognizes and respects customer privacy. The Thompson Tractor Co., Inc. Customer Data Privacy Statement and the Telematics Data Privacy Statement (the "Privacy Statement") describe the categories of information collected, the purposes of the processing of the information, and how the information is shared. The Privacy Statements are available online at www.thompsontractor.com.

Purchaser: _____
By: _____
Title : _____
Date : _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Thompson Tractor Co., Inc.

2 Business name/disregarded entity name, if different from above

DBA Thompson Power Systems, Thompson Lift Truck Co., The CAT Rental Store, Thompson Rents

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 10367 2401 Pinson Highway, Tarrant, AL 35217

Requester's name and address (optional)

6 City, state, and ZIP code

Birmingham, AL 35202-0367

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 63-0377478

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Lara Compton Date ▶ 1/3/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

RE: MFRD Facilities Update

Thomas, Mark <thomasm@cityofmobile.org>
Thu 04-Aug-22 12:58
To: Paine, John <paine@cityofmobile.org>
Cc: Cordingly, David <david.cordingly@cityofmobile.org>;Parker, Brenda <brenda.parker@cityofmobile.org>
It's coming...

From: Paine, John <paine@cityofmobile.org>
Sent: Thursday, August 4, 2022 1:56 PM
To: Cordingly, David <david.cordingly@cityofmobile.org>
Cc: Thomas, Mark <thomasm@cityofmobile.org>
Subject: RE: MFRD Facilities Update

THIS NOT WITH PURCHASING, OUR CLOCK STARTS WITH A REQUISITION, AND IT WILL SHOW WHEN YOU FINALLY SENT THE REQUISITION.

From: Cordingly, David <david.cordingly@cityofmobile.org>
Sent: Thursday, August 4, 2022 1:38 PM
To: Paine, John <paine@cityofmobile.org>
Cc: Thomas, Mark <thomasm@cityofmobile.org>
Subject: RE: MFRD Facilities Update

Mark, please get with John and provide the requisition number for the emergency generator. If one hasn't been issued, please get with Brenda so we can provide that to purchasing.

The fire department is aware this is with purchasing and are requesting updates to add to their reoccurring facilities update report given to Chief Frank.

Let me know if there's anything you need from me.

Thank you,

David M. Cordingly
Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
251-208-7637

From: Paine, John <paine@cityofmobile.org>
Sent: Thursday, August 4, 2022 1:03 PM
To: Cordingly, David <david.cordingly@cityofmobile.org>
Subject: RE: MFRD Facilities Update

I must have a requisition from someone that will be converted to a purchase order.

I do not issue or condone letters to procede.

From: Cordingly, David <david.cordingly@cityofmobile.org>
Sent: Thursday, August 4, 2022 12:54 PM

COG10

To: Paine, John <paine@cityofmobile.org>
Subject: RE: MFRD Facilities Update

I am unaware of the requisition number. This is the emergency generator for Fire Station No. 16 (Lathan). I believe Mark Thomas has been working with you on it. I sent you all the project and contract documents last Friday at around 2pm.

I've reattached the bid package to this email.

Thank you,

David M. Cordingly
Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
251-208-7637

From: Paine, John <paine@cityofmobile.org>
Sent: Thursday, August 4, 2022 12:48 PM
To: Cordingly, David <david.cordingly@cityofmobile.org>
Subject: RE: MFRD Facilities Update

What is the requisition number?

From: Cordingly, David <david.cordingly@cityofmobile.org>
Sent: Thursday, August 4, 2022 12:47 PM
To: Paine, John <paine@cityofmobile.org>
Subject: FW: MFRD Facilities Update

John,

Please let me know whenever you have an update on the generator purchase so I can update the fire department.

Thank you,

David M. Cordingly
Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
251-208-7637

From: Browne, Jason <brownej@cityofmobile.org>
Sent: Wednesday, August 3, 2022 12:18 PM
To: Frank, James <frankj@cityofmobile.org>
Cc: Cordingly, David <david.cordingly@cityofmobile.org>
Subject: MFRD Facilities Update

Chief Frank, please disseminate the following as you wish. I spoke with David Cordingly (AE Capital Improvement Project Manager) a few minutes ago about a comprehensive update on major projects involving Mobile Fire.

*The Crichton Station concrete pad has had all of the surrounding soils and expected new fill tested. The engineering report required the excavation area be dry before the final digging occurred and backfill added. Our recent weather has obviously contributed to the delay.

*Lathan Station's new generator bid is with Purchasing. Once a P.O. is cut, expect a 30-34 week lead time before project completion. The whole process is agonizingly slow. We made significant progress when Robert Johnson was here but the project fell by the wayside after his departure.

*Melton Station's roof, asbestos removal, and sheetrock/insulation replacement contracts are on the Mayor's desk. David expects a notice-to-proceed will be issued by next week at the latest. The asbestos removal and sheetrock/insulation demolition will occur at the same time as the roof replacement. New sheetrock/insulation will have to wait until all is dried out and the roof made watertight.

*The notice-to-proceed on the burn building repairs should be within the week. The scope of work is relatively minor but necessary to continue to safely use the structure.

*The Training Center quad-wide portable classroom is on the Council agenda for the second read next Tuesday.

*Traffic signal preemption for the Airport Blvd corridor is also on the Council agenda for the second read next week.

*The new police/fire administration building is on hold due to costs related to the unexpected need to relocate both training facilities.

*The future combined public safety training facility design is in its infancy. A firm that specializes in the design of such facilities is under contract.

Sincerely,
Chief Browne

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to UAV/Survey LLC for annual renewal of Engineering-System-Tool UAV software for MPD Cyber.

General fund.

Amount of Contract:

$42,800.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220810 UAV Agenda Package POs	Cover Memo	8/11/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/11/2022 - 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.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
13194	2022	(1545) POLICE CYBER DIVISION	ANNUAL RENEWAL OF ENGINEERING SYSTEM TOOL UAV SOFTWARE FOR MPD CYBER (SOLE SOURCE RENEWAL OF COMPATIBLE SOFTWARE AL CODE 41-16-51(A)(13))	$42,800.00	(297169) UAV/SURVEY LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00013194-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
UAV/SURVEY LLC	GULF COAST TECHNOLOGY CENTER
2033 S GESSNER RD	455 ST LOUIS ST. SUITE 2300
UNIT 3119	
	MOBILE, AL 36602
HOUSTON, TX 77063	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#281-731-3394	
	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
07/26/22	297169				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	Sole Source, No Substitutions.			
001	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	42800.00000	42800.00
	Additional Description Notes			
	Engineering System Tool Software Subscription for Already Existing License and Hardware.			
	Vendor Item			
	Inventory Item/Loc 1723			
1	1000.30.15.1530.1545.1530.0000.0000.44020.			42800.00
	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 42800.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.44020.		

Bill To	Requisition 00013194-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
UAV/SURVEY LLC	GULF COAST TECHNOLOGY CENTER
2033 S GESSNER RD	455 ST LOUIS ST. SUITE 2300
UNIT 3119	
	MOBILE, AL 36602
HOUSTON, TX 77063	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#281-731-3394	
	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
07/26/22	297169				POLICE CYBER DIVISION

Account	Amount	Remaining Budget
	42800.00	1089752.67
POLICE CYBER DIVISION EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	08/10/22	DONNA MICHELE STANLEY	Auto approved by: 9105fola
Approved	08/10/22	DONALD ROSE	Auto approved by: 9105fola
Approved	08/10/22	SANDRA LEWIS	Auto approved by: 9105fola
Approved	08/10/22	JOHN PAINE	Auto approved by: 9105fola
Approved	08/10/22	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to GT Distributors of Georgia, Inc for 15 Protecth Delta 4 ballistic helmets with TCI Liberator IV headsets.

CIP

Amount of Contract:

$42,800.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220811 GT Agenda Package POs	Cover Memo	8/11/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/11/2022 - 2:27 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
9164	2022	(1530) POLICE ADMIN SERVICES	15 PROTECH DELTA 4 BALLISTIC HELMETS W/TCI LIBERATOR IV HEADSETS (SEALED BID 5708)	$29,942.85	(070105) GT DISTRIBUTORS OF GEORGIA INC

Adopted:

_____
City Clerk

Bill To	Requisition 00009164-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor
GT DISTRIBUTORS OF GEORGIA INC
2545 BROCKTON DRIVE SUITE 100

AUSTIN, TX 78758

Tel#800-241-8950
Fax 706-861-4444

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
04/27/22	070105				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5708 AND YOUR QUOTE			
001	POLICE PROTECTION EQUIP/BALLISTIC HELMET/PROTECH DELTA 4 BALLISTIC HELMET HIGHCUT FULL DRESS HELMET/HELMET COMES WITH TEAM WENDY CAMFIT & EPIC AIR, RAILS, NVG SHROUD, BUNGEES & VELCRO KIT COLOR - TACTICAL GREEN SIZES TO BE DETERMINED AT TIME OF ORDER NO SUBSTITUTIONS ITEM - 1220976-HC-FD*	15.00 EACH	906.25000	13593.75
	Additional Description Notes			
	DELTA 4			
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.47020.			
	E E0034 .EQUIPUND5K. .			13593.75

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

Bill To	Requisition 00009164-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47020. Review: Buyer: 910514396 Status: Released Page 2

Vendor	Ship To
GT DISTRIBUTORS OF GEORGIA INC 2545 BROCKTON DRIVE SUITE 100 AUSTIN, TX 78758 Tel#800-241-8950 Fax 706-861-4444	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
04/27/22	070105				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36606			
002	POLICE PROTECTION EQUIP/TCI LIBERATOR IV HEADSET (TO GO WITH PROTECH DELTA 4 HELMET) TCI LIB. IV-PTT-LH MIC-UNIV. SUSPENSION -BLACK TCI-LIB4-D-APX/LBKU THE UNIVERSAL SUSPENSION INCLUDES THE HELMET MOUNT AND THE BEHIND-THE-HEAD (BTH) SUSPENSION. ***NO SUBSTITUTIONS. Vendor Item	15.00 EACH	1089.94000	16349.10
	1 2000.80.00.0000.0000.0000.0000.0000.47020. E E0034 .EQUIPUND5K. .			16349.10
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 29942.85

***** Project Ledger Summary Section *****

Bill To	Requisition 00009164-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor
GT DISTRIBUTORS OF GEORGIA INC
2545 BROCKTON DRIVE SUITE 100

AUSTIN, TX 78758

Tel#800-241-8950
Fax 706-861-4444

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
04/27/22	070105				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E E0034 .EQUIPUND5K. .		29942.85	548734.77

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47020.	29942.85	1089752.67

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (LESS THAN $5000)

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

Activity	Date	Clerk	Comment
CCancelled	08/10/22	DONNA MICHELE STANLEY	GL Allocation, GL Allocation c
Approved	04/29/22	RODNEY GREELEY	RG
Approved	04/29/22	PHILIP MCCRARY	Auto approved by: 910510512
Approved	04/29/22	WILLIAM JACKSON	Auto approved by: 910510512
Approved	04/29/22	PAUL PRINE	Auto approved by: 910510512
Approved	04/29/22	WILLIAM REED	Auto approved by: 910510512
Approved	05/02/22	BRENDA RHODES	
Approved	05/02/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/02/22	RELYA MALLORY	Auto approved by: 910511034
Queued	08/10/22	RODNEY GREELEY	Auto approved by: 910511034
Queued	08/10/22	PHILIP MCCRARY	Auto approved by: 910511034
Queued	08/10/22	WILLIAM JACKSON	Auto approved by: 910511034
Queued	08/10/22	PAUL PRINE	Auto approved by: 910511034
Queued	08/10/22	WILLIAM REED	Auto approved by: 910511034
Pending		BRENDA RHODES	Auto approved by: 910511034
Pending		TIFFANY HOLLINS	Auto approved by: 910511034
Pending		RELYA MALLORY	Auto approved by: 910511034
Pending		DONNA MICHELE STANLEY	Auto approved by: 910511034
Pending		DONALD ROSE	Auto approved by: 910511034
Pending		SANDRA LEWIS	Auto approved by: 910511034

Bill To	Requisition 00009164-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
GT DISTRIBUTORS OF GEORGIA INC	POLICE HEADQUARTERS
2545 BROCKTON DRIVE SUITE 100	2460 GOVERNMENT STREET
	MOBILE, AL 36606
AUSTIN, TX 78758	
Tel#800-241-8950	
Fax 706-861-4444	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/22	070105				POLICE ADMIN SERVICES

LN	Description / Account		Qty	Unit Price	Net Price
	Pending	JOHN PAINE		Auto approved by: 910511034	
	Pending	MICHAEL SPAFFORD		Auto approved by: 910511034	

Authorized By: _____ Date: _____
Signature

Bid Tab 5708
Ballistic Helmet w/ Hearing Protection

Vendor	Vendor Name	Helmet	Headset
11625	ADAMSON INDUSTRIES CORP	No Response	
291178	AIRGAS USA LLC	No Response	
296086	AMERICAN BLAST SYSTEMS, INC.	No Response	
297662	AMTEC LESS LETHAL SYSYTEMS, INC.	No Response	
294752	ARAMSCO, INC	No Response	
296493	BLACK GEAR INDUSTRIES, LLC	No Response	
297450	BLAISING FIRE AND WATER, INC.	No Response	
295440	BOB BARKER COMPANY, INC.	No Response	
25406	BOUND TREE MEDICAL LLC	No Response	
33070	CINTAS CORPORATION DBA CINTAS CORPORATION NO 2	No Bid	
294694	CONTROLLED F.O.R.C.E. INC.	No Response	
276251	CRAIGS FIREARM SUPPLY INC	No Response	
290980	DANA SAFETY SUPPLY INC	No Response	
282295	FLEET SAFETY EQUIPMENT INC	No Response	
70216	GALLS LLC	No Response	
70105	GT DISTRIBUTORS OF GEORGIA INC	$ 906.25	$ 1,089.94
77600	GULF COAST MARINE SUPPLY CO INC	No Response	
297599	HARRELL PRINTWEAR	No Response	
297403	KIESLER POLICE SUPPLY, INC	No Response	
296087	KONOVAL LLC	No Response	
275513	KUSTOM SIGNALS INC	No Response	
271003	LAW ENFORCEMENT SUPPLY INC	No Response	
285822	LAWMENS & SHOOTERS SUPPLY INC	No Response	
279810	MED-ENG LLC	No Response	
149290	NORTH AMERICAN FIRE EQUIPMENT CO INC	No Response	
295962	POPSHIELD LLC	No Response	
297215	QUANTICO TACTICAL	No Response	
297421	READ'S UNIFORMS	No Response	
297879	RIDER'S SPORTING GOODS	No Response	
190490	RITZ SAFETY LLC	No Response	
274594	SAFEWARE INC	No Response	
294811	SARKAR TACTICAL, INC.	No Response	
294788	SHOOTERS ALLEY	No Response	
192850	SIRCHIE FINGER PRINT LABORATORIES	No Bid	
194140	SMYRNA POLICE DISTRIBUTORS INC	No Response	
198904	SUNBELT FIRE INC	No Bid	
297073	TRAINING CENTER PROS INC.	No Response	
294832	TRI-TECH FORENSICS INC	No Response	
209310	TURNER SUPPLY COMPANY	No Response	
270017	W W GRAINGER INC	No Response	

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: sd Buyer: 006

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/19/2022	5708	POLICE	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Wednesday, August 10, 2022

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	BALLISTIC HELMETS W/HEARING PROTECTION					
Qty 15-50	Helmet – ProTech Delta 4 Ballistic Helmet. Highcut full dress helmet. Helmet should come with Team Wendy Camfit and Epic Air, Rails, NVG Shroud, Bungees, and Velcro Kit. Color – Tactical Green No Substitutions. Sizes to be determined at time of order. Make _____ Model _____					
Qty 15-50	Headset – TCI Liberator IV Headset -to be used with above helmet. Black suspension. The universal suspension should include the helmet Mount and Behind the Head Suspension. No Substitutions. Make _____ Model _____					
			TOTAL			

Page 1 of 2

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	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Pricing to be firm for a 1-year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award may be extended for two (2) additional 1-year periods.

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.
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 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:8/16/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to North American Fire Equipment Co iInc for Light US&R lift bag rescue equipment kit for MFRD.

AL Homeland Security grant.

Amount of Contract:

$23,716.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220811 NAFECO Agenda Package POs	Cover Memo	8/11/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/11/2022 - 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.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
10659	2022	(1510) FIRE ADMINISTRATION	LIGHT US&R LIFT BAG RESCUE EQUIPMENT KIT FOR MFRD (SEALED BID 5709)	$23,716.00	(149290) NORTH AMERICAN FIRE EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00010659-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5501.30.15.0000.0000.1510.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	richardsonv@cityofmobile.org
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/06/22	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5709 AND YOUR QUOTE			
001	RESCUE EQUIPMENT, LIFT BAG KIT: Light US&R Lift Bag Kit G2 150, ITEM PRODUTCT #22-889351G2-150; : Light US&R, Airbag Kit, Lifting, Low or High Pressure; To replace expired air bags and adapters that ARE interoperable; Kit number 22-889351G2-150 to Include: • Master Control Case • Dual Deadman Controller • Pressure Regulator • 4 Inline Relief Valves • Tire Nipple and Locking Chuck • 2 “Y” with 2 couplings and 1 nipple • Shutoff adapter with industrial nipple • Shutoff adapter with twist lock • Air Hose Black • 1 Air hose blue • 1 air hose yellow • 1 air hose red • 1 Air hose green • 2 Paratech nipples ¼” • 4 Paratech Nipples 3/8” • 10 inline relive valves • 2 KPI-17 • 2 KPI-12 • 2 KPI-28 • 2 KPI-5 • 2 KPI-3 • 1 KPI-35L • 1 KPI-44 • 2 KPI-1 • 2 KPI-74	1.00 EACH	23716.00000	23716.00
	Vendor Item			

Bill To	Requisition 00010659-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5501.30.15.0000.0000.1510.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	richardsonv@cityofmobile.org
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/06/22	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	5501.30.15.0000.0000.1510.0000.0000.47010.			
	E G-FD21FIL .CAPEQUIPMT. .			23716.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 23716.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-FD21FIL .CAPEQUIPMT. .	23716.00	69062.82

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

Account	Amount	Remaining Budget
5501.30.15.0000.0000.1510.0000.0000.47010.	23716.00	1089752.67

AL HOMELAND SECURITY EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	06/06/22	JEREMY LAMI	

Bill To	Requisition 00010659-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5501.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 910514396 Status: Approved Page 3

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC 1515 W MOULTON ST DECATUR, AL 35601 USA Tel#256-353-7100 Fax 256-355-0852	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/06/22	149290				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/06/22	BARRY GLISSON		Auto approved by: 910511985	
	Approved	06/06/22	JAMES FRANK		Auto approved by: 910511985	
	Approved	06/07/22	TAYLOR HARRIS		Auto approved by: 910519482	
	Approved	06/07/22	TRAVIS MARSHALL			
	Approved	06/07/22	RANDY THREADGILL		Auto approved by: 910519482	
	Approved	08/10/22	DONNA MICHELE STANLEY			
	Approved	08/10/22	DONALD ROSE		Auto approved by: 910514396	
	Approved	08/10/22	SANDRA LEWIS		Auto approved by: 910514396	
	Approved	08/10/22	JOHN PAINE		Auto approved by: 910514396	
	Approved	08/10/22	DONNA MICHELE STANLEY		Auto approved by: 910514396	
	Approved	08/10/22	JAMES NEESE JR		Auto approved by: 910514396	
	Approved	08/10/22	JOHN PAINE		Auto approved by: 910514396	

Authorized By: _____ Date: _____
Signature

Bid Tab 5709
Lift Bag kit

Vendor	Vendor Name	Amount
295881	AGILITY TECHNOLOGIES CORPORATION	No Response
295977	AGILITY TECHNOLOGIES CORPORATION	No Response
291178	AIRGAS USA LLC	No Response
292041	AMERICAN DIVING SUPPLY LLC	No Response
297450	BLAISING FIRE AND WATER, INC.	No Response
294767	BONAVENTURE CO INC	No Response
25406	BOUND TREE MEDICAL LLC	No Response
295285	CENTRAL ALABAMA TRAINING SOLUTIONS	$ 25,890.00
295179	COASTAL RESCUE SOLUTIONS INC	No Response
294963	EMERGENCY EQUIPMENT PROFESSIONAL, INC	No Response
291663	FELD FIRE	No Response
291663	FELD FIRE	No Response
64250	FIREHOUSE SALES & SERVICE INC	No Response
70216	GALLS LLC	No Response
292026	GEORGIA FIRE & RESCUE SUPPLY LLC	No Response
77600	GULF COAST MARINE SUPPLY CO INC	No Response
287234	MUNICIPAL EMERGENCY SERVICES INC	No Response
149290	NORTH AMERICAN FIRE EQUIPMENT CO INC	$ 23,716.00
277172	OZARK RESCUE SUPPLIERS INC	No Response
161221	PARATECH INC	No Response
190490	RITZ SAFETY LLC	No Response
195121	SOUTHEASTERN EMERGENCY EQUIPMENT COMPANY	No Response
198904	SUNBELT FIRE INC	No Response
198904	SUNBELT FIRE INC	No Bid
289362	SUPREME MEDICAL FULFILLMENT SYSTEMS INC	No Response
209310	TURNER SUPPLY COMPANY	No Response
278118	TUSCALOOSA FIRE EQUIPMENT INC	No Response
270017	W W GRAINGER INC	No Response

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: sd Buyer: 006

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/20/2022	5709	FIRE	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Wednesday, August 10, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Qty 1	**LIFT BAG KIT** RESCUE EQUIPMENT, LIFT BAG KIT: Light US&R Lift Bag Kit G2 150, Light US&R, Airbag Kit, Lifting, Low or High Pressure; To replace expired air bags and adapter that ARE interoperable. Kit to Include: • Master Control Case • Dual Deadman Controller • Pressure Regulator • 4 Inline Relief Valves • Tire Nipple and Locking Chuck • 2 "Y" with 2 couplings and 1 nipple • Shutoff adapter with industrial nipple • Shutoff adapter with twist lock • Air Hose Black • 1 Air Hose Black • 1 Air Hose Yelllow • 1 Air Hose Red • 1 Air Hose Green • 2 Paratech nipples ¼" • 4 Paratech nipples 3/8" • 10 Inline Relive Valves					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid. Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

- 2 KPI-17
- 2KPI-12
- 2KPI-28
- 2KPI-5
- 2KPI-3
- 1KPI-35L
- 1KPI-44
- 2KPI-1
- 2KPI-74

Make _____ Model _____

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).

	TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
		Page 3 of 3					

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.

Purchase order to be issued at the time of award.

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 competed order.

Additional Terms Relating to Purchases with Federal Grant Awards

1, FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "contractor") shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply 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 (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting parting in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid 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 on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Apply these clauses only if construction bid awards over $2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or "contracts"), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate 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 the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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:8/16/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Precision Delta Corp for training ammunition for MPD.

General fund.

Amount of Contract:

$47,700.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220811 Precision Agenda Package POs	Cover Memo	8/11/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/11/2022 - 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.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
9946, 10877	2022	(1530) POLICE ADMIN SERVICES	100 CASES WINCHESTER 9MM LUGER 115 GRAIN AMMO; 200 CASES WINCHESTER 9MM LUGER 124 GRAIN AMMO FOR MPD (SEALED BID 5711)	$47,700.00	(293984) PRECISION DELTA CORP

Adopted:

_____
City Clerk

Bill To	Requisition 00009946-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910514396 Status: Approved Page 1

Vendor	Ship To
PRECISION DELTA CORP P O BOX 128 RULEVILLE, MS 38771 Tel#662-756-2810 Fax 662-756-2591	POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference LELAND TERRELL Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	293984				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
002	AS PER MY BID 5711 AND YOUR QUOTE AMMUNITION/WINCHESTER, 9MM LUGER, 115 GRAIN FMJ (TRAINING) NO RELOADS, 500 ROUNDS/CASE, NO SUBSTITUTE. ITEM USA9MMVPY Vendor Item	100.00 EACH	235.00000	23500.00
1	1000.30.15.1530.1542.1530.0000.0000.47020.			23500.00

Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608
Delivery Reference
LELAND TERRELL

Deliver To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608

Requisition Link

Requisition Total 23500.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.47020.		

Bill To	Requisition 00009946-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910514396 Status: Approved Page 2

Vendor	Ship To
PRECISION DELTA CORP P O BOX 128 RULEVILLE, MS 38771 Tel#662-756-2810 Fax 662-756-2591	POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference LELAND TERRELL Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	293984				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
SUPPORT SERVICE DIV EXP EQUIPMENT (LESS THAN $5000)	23500.00	1089752.67

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

Activity	Date	Clerk	Comment
CCancelled	08/10/22	DONNA MICHELE STANLEY	GL Allocation changed
Rejected	06/02/22	DONNA MICHELE STANLEY	Rejected by: 9105neej SEE REJE
Approved	08/10/22	DONNA MICHELE STANLEY	
Approved	08/10/22	DONALD ROSE	Auto approved by: 910514396
Approved	08/10/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	08/10/22	JOHN PAINE	Auto approved by: 910514396
Approved	08/10/22	MICHAEL SPAFFORD	Auto approved by: 910514396

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00010877-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910514396 Status: Approved Page 1

Vendor	Ship To
PRECISION DELTA CORP P O BOX 128 RULEVILLE, MS 38771 Tel#662-756-2810 Fax 662-756-2591	POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608
	Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/22	293984				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER MY BID 5711 AND YOUR QUOTE			
001	AMMUNITION/WINCHESTER, 9MM LUGER, 124 GRAIN FMJ, (TRAINING) (USA9MM) 500 RNDS PER CASE Vendor Item	200.00 EACH	121.00000	24200.00
1	1000.30.15.1530.1542.1530.0000.0000.47020.			24200.00
	Ship To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608			
	Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608			

Requisition Link

Requisition Total 24200.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.47020. SUPPORT SERVICE DIV EXP EQUIPMENT (LESS THAN $5000)	24200.00	1089752.67

Bill To	Requisition 00010877-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
PRECISION DELTA CORP
P O BOX 128

RULEVILLE, MS 38771

Tel#662-756-2810
Fax 662-756-2591

Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD

MOBILE, AL 36608

Deliver To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/22	293984				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
CCancelled	08/10/22	DONNA MICHELE STANLEY	GL Allocation changed
Approved	08/10/22	DONNA MICHELE STANLEY	
Approved	08/10/22	DONALD ROSE	Auto approved by: 910514396
Approved	08/10/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	08/10/22	JOHN PAINE	Auto approved by: 910514396
Approved	08/10/22	MICHAEL SPAFFORD	Auto approved by: 910514396

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID 5711
AMMUNITION

	USA9MM		USA9MMVPY	
CLYDE ARMORY INC	NO BID			
CRAIG'S FIREARMS SUPPLY	NO BID			
ED'S PUBLIC SAFETY	NO BID			
G T DISTRIBUTORS INC	NO BID			
GOLD COAST ARMORY	NO BID			
GULF STATES DISTRIBUTORS	NO BID			
LAWMEN'S & SHOOTERS SUPPLY	NO BID			
PRECISION DELTA CORP	$ 121.00	PER CASE	$ 235.00	PER CASE
ON TARGET AMMUNITION LLC	NO BID			
RAY O'HERRON CO INC	NO BID			
SMYRNA POLICE DISTRIBUTORS	NO BID			
SPORTS MARKETING SOUTH	NO BID			
THE SPORTMANS HEADQUARTERS	LATE RESPONSE			

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: sd Buyer: 006

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/22/2022	5711	Police	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Wednesday, August 10, 2022

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	AMMUNITION					
Appx 100,000 Rnds	Ammunition Winchester, 9MM Luger, 124 Grain FMJ USA9MM or equal. Make _____ Model _____ Rounds Per Case_____					
Appx 500,000 Rnds	Ammunition Winchester, 9MM Luger, 115 Grain FMJ (training) No reloads. USA9MMVPY No Substitute. Make _____ Model _____ Rounds Per Case_____					
	GENERAL SPECIFICATIONS FOR ALL AMMUNITION: Provide literature and specifications on all alternate products bid. Quote delivered pricing FOB Mobile. Include all freight and delivery charges in your pricing. City will not pay freight or handling charges after the fact.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The City of Mobile will not add freight, fuel surcharges, handling, inside delivery, unloading charges, hazardous material charges, etc., after the fact.

The City reserves the right to request a sample for evaluation if the City of Mobile so decides.

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.

Purchase Order to be issued upon award.
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.

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:8/16/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Global Industries Inc for furniture for MPD 2nd District.

General fund.

Amount of Contract:

27,807.32

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

ATTACHMENTS:

Description	Type	Upload Date
20220811 Global Agenda Package POs	Cover Memo	8/11/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/11/2022 - 2:27 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11824	2022	(1530) POLICE ADMIN SERVICES	OFFICE FURNITURE FOR MPD 2ND DISTRICT (TIPS COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$27,807.32	(073476) GLOBAL INDUSTRIES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER TIPS CONTRACT #200301. CITY OF MOBILE ID #346561. FREIGHT IS $0. INSTALLATION DEALER: OFFICE EQUIPMENT COMPANY - ATTN: NANCY BRAMLETT.			
001	STORAGE SHELL TOP & BACK KIT (20"D X 72"W X 29.5H)/ PART#Z2072TB; COLOR: TIGER WALNUT	1.00 EACH	267.08000	267.08
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			267.08
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
002	STORAGE MODULES W/1 ADJUSTABLE SHELF & DOOR (16"D X 30"W X 29.	1.00 EACH	397.32000	397.32

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	5"H) / PART # Z30S2SH; COLOR: TIGER WALNUT			
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			397.32
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
003	NON-HANDED DESK SHELL RECTANGULAR TOP (30"D X 66"W X 29.5"H)/ PART # Z3066NHD; COLOR: TIGER WALNUT	1.00 EACH	483.56000	483.56
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			483.56
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS			

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
004	FULL TO FLOOR RETURN, FF ON RIGHT (24"D X 48" W X 29.5"H)/PART # Z2448SRR; COLOR: TIGER WALNUT	1.00 EACH	556.60000	556.60
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			556.60
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
005	STORAGE MODULES OPEN ADJUSTABLE SHELF (24"D X 36"W X 29.5"H)/ PART# Z36L2SHN; COLOR: TIGER WALNUT	1.00 EACH	418.88000	418.88
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			418.88

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
006	STORAGE SHELF W/2 BOX/ 1 FILE DRAWER (23.4"D X 15"W X 28.5"h)/ PART # Z15L2BFSE; COLOR: TIGER WALNUT	1.00 EACH	372.68000	372.68
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			372.68
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25			

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36619			
007	SIDERO, SIDE CHAIR ARMLESS/PART # 6901; COLOR: THUNDER GREY/ BLACK FRAME	1.00 EACH	234.52000	234.52
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			234.52
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
008	DOUBLE PEDESTAL RECTANGULAR TOP DESK (69.69"D X 72"W X 29. 5"H)/PART # Z3072F23; COLOR: TIGER WALNUT	1.00 EACH	1041.48000	1041.48
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			1041.48

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
009	BOOKCASE W/1 FIXED & 3 ADJUSTABLE SHELVES (12"D X 36"W X 71.9"H)/ PART# ZHBC72; COLOR: TIGER WALNUT	1.00 EACH	468.16000	468.16
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			468.16
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 7

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
010	DOUBLE PEDESTAL RECTANGULAR TOP DESK (29.69"D X 72"W X 29. 5"H)/PART # Z3072F23; COLOR: TIGER WALNUT	1.00 EACH	1041.48000	1041.48
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			1041.48
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
011	SINGLE PEDESTAL RECTANGULAR TOP DESK (29.69"D X 66"W X 29.5" H)/ PART # Z3066F3L; COLOR: TIGER WALNUT	1.00 EACH	801.68000	801.68
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			801.68

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 8

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
012	RIGHT FLUSH RETURN W/NO PEDESTAL (24"D X 48"W X 29.5"H)/ PART # Z2448ER; COLOR: TIGER WALNUT	1.00 EACH	292.16000	292.16
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			292.16
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 9

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
013	STORAGE SHELL W/2 BOX & 1 FILE DRAWER (23.4"D X 15"W X 28.5"H)/ PART # Z15L2BFS; COLOR: TIGER WALNUT	1.00 EACH	372.68000	372.68
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			372.68
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
014	SINGLE PEDESTAL RECTANGULAR TOP DESK (29.69"D X 66"W X 29.5"H)/ PART # Z3066F3R; COLOR: TIGER WALNUT	1.00 EACH	801.68000	801.68
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			801.68

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 10

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
015	LEFT FLUSH RETURN W/NO PEDESTASL (24"D X 48"W X 29.5H)/ PART# Z2448EL; COLOR: TIGER WALNUT	1.00 EACH	292.16000	292.16
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			292.16
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 11

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
016	STORAGE SHELL W/2 BOX & 1 FILE DRAWER(29.69"D X 66"W X 29.5"H)/ PART # Z15L2BFS; COLOR: TIGER WALNUT	1.00 EACH	372.68000	372.68
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			372.68
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
017	SINGLE PEDESTAL RECTANGULAR TOP DESK (29.69"D X 66"W X 29.5"H)/ PART # Z3066F3R; COLOR: TIGER WALNUT	1.00 EACH	801.68000	801.68
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			801.68

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1532.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 12

Vendor	Ship To
GLOBAL INDUSTRIES INC	POLICE 2ND PRECINCT
17 WEST STOW RD	5441 HWY 90 W, SUITE 25
	MOBILE, AL 36619
MARLTON, NJ 08053	precinct2@mobilepd.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	ANITA OTIS
	Deliver To
	POLICE 2ND PRECINCT
	5441 HWY 90 W, SUITE 25
	MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
018	LEFT FLUSH RETURN W/NO PEDESTAL (24"D X 48"W X 29.5"H)/ PART # Z2448EL; COLOR: TIGER WALNUT	1.00 EACH	292.16000	292.16
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			292.16
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 13

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
019	STORAGE SHELL W/2 BOX & 1 FILE DRAWER (23.4"D X 15"W X 28.5"H)/ PART# Z15L2BFS; COLOR: TIGER WALNUT	1.00 EACH	372.68000	372.68
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			372.68
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
020	SINGLE PEDESTAL RECTANGULAR TOP DESK (36"D X 72"W X 29.5"H)/ PART# Z3672F3R; COLOR: TIGER WALNUT	1.00 EACH	781.00000	781.00
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			781.00

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 14

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
021	LEFT FLUSH RETURN W/NO PEDESTAL (24"D X 48"W X 29.5"H)/ PART # Z2448EL; COLOR: TIGER WALNUT	1.00 EACH	292.16000	292.16
1	1000.30.15.1530.1532.1530.0000.0000.47020.			292.16
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 15

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
022	CENTER DRAWERS (18"D X 28"W X 3"H)/ PART# CD28; COLOR: TIGER WALNUT	1.00 EACH	114.40000	114.40
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			114.40
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
023	BOOKCASE W/1 FIXED & 3 ADJUSTABLE SHELVES (12"D X 36"W X 71.9"H)/ PART # ZHBC72; COLOR: TIGER WALNUT	1.00 EACH	468.16000	468.16
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			468.16

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 16

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
024	STORAGE SHELL W/2 BOX AND 1 FILE DRAW (23.4"D X 15"W X 28.5"H)/ PART# Z15L2BFS; COLOR: TIGER WALNUT	1.00 EACH	372.68000	372.68
1	1000.30.15.1530.1532.1530.0000.0000.47020.			372.68
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25			

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 17

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36619			
025	STORAGE MODULES (24"D X 36"W X 29. 5"H)/ PART# Z36L2SHN; COLOR: TIGER WALNUT	1.00 EACH	418.88000	418.88
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			418.88
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
026	SIDERO SIDE CHAIR, ARMLESS/ PART# 6901; COLOR: THUNDER GREY/BLACK FRAME	2.00 EACH	234.52000	469.04
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			469.04

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 18

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
027	SINGLE PEDESTAL RECTANGULAR TOP DESK (29.69"D X 72"W X 29.5"H)/ PART# Z3072F3L; COLOR: TIGER WALNUT	1.00 EACH	781.00000	781.00
1	1000.30.15.1530.1532.1530.0000.0000.47020.			781.00
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25			

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 19

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36619			
028	FULL TO FLOOR FLUSH RETURN ON THE RIGHT(24"D X 48"W X 29.5"H)/ PART# Z24483R; COLOR: TIGER WALNUT	1.00 EACH	596.64000	596.64
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			596.64
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
029	BOOKCASE W/1 FIXED & 3 ADJUSTABLE SHELVES (12"D X 38"W X 71.9"H)/ PART # ZHBC72; COLOR: TIGER WALNUT	1.00 EACH	468.16000	468.16
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			468.16

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 20

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
030	SINGLE PEDESTAL RECTANGULAR TOP DESK (29.69"D X 72"W X 29.5"H)/ PART # Z3072F3L; COLOR: TIGER WALNUT	1.00 EACH	781.00000	781.00
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			781.00
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25			

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1532.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 21

Vendor	Ship To
GLOBAL INDUSTRIES INC	POLICE 2ND PRECINCT
17 WEST STOW RD	5441 HWY 90 W, SUITE 25
	MOBILE, AL 36619
MARLTON, NJ 08053	precinct2@mobilepd.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	ANITA OTIS
	Deliver To
	POLICE 2ND PRECINCT
	5441 HWY 90 W, SUITE 25
	MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36619			
031	RIGHT FLUSH RETURN/ NO PEDESTAL (24"D X 48"W X 29.5"H) PART# Z2448ER; COLOR: TIGER WALNUT	1.00 EACH	292.16000	292.16
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			292.16
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
032	STORAGE SHELL W/2 BOX & 1 DRAWER (23.4"D X 15"W X 28.5"H)/ PART# Z15L2BFS; COLOR: TIGER WALNUT	1.00 EACH	372.68000	372.68
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			372.68

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1532.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 22

Vendor	Ship To
GLOBAL INDUSTRIES INC	POLICE 2ND PRECINCT
17 WEST STOW RD	5441 HWY 90 W, SUITE 25
	MOBILE, AL 36619
MARLTON, NJ 08053	precinct2@mobilepd.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	ANITA OTIS
	Deliver To
	POLICE 2ND PRECINCT
	5441 HWY 90 W, SUITE 25
	MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
033	SIDERO, SIDE CHAIR ARMLESS/ PART#6901;COLOR; THUNDER GREY/BLACK FRAME	1.00 EACH	234.52000	234.52
1	1000.30.15.1530.1532.1530.0000.0000.47020.			234.52
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 23

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
034	SINGLE PEDESTAL RECTANGULAR TOP DESK (29.69"D X 66"W X 29.5"H)/ PART# Z3066F3R; COLOR: TIGER WALNUT	1.00 EACH	762.96000	762.96
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			762.96
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
035	FULL TO FLOOR FLUSH RETURN ON THE LEFT (24"D X 48"W X 29.5"H)/ PART # Z24483L; COLOR: TIGER WALNUT	1.00 EACH	596.64000	596.64
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			596.64

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 24

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
036	STORAGE SHELF OPEN SHELVING (19. 3"D X 36"W X 28.5"H)/ PART # Z36M2SHSN; COLOR: TIGER WALNUT	1.00 EACH	235.84000	235.84
1	1000.30.15.1530.1532.1530.0000.0000.47020.			235.84
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 25

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
037	BOOKCASE W/ 1 FIXED & 3 ADJUSTABLE SHELVES (12"D X 36"W X 71.9"H)/ PART #ZHBC72; COLOR: TIGER WALNUT	2.00 EACH	468.16000	936.32
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			936.32
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
038	STORAGE SHELF W/ADJUSTABLE SHELF(19.3"D X 36"W X 28.5"H)/ PART# Z36M2SHS; COLOR: TIGER WALNUT	1.00 EACH	348.48000	348.48
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			348.48

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1532.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 26

Vendor	Ship To
GLOBAL INDUSTRIES INC	POLICE 2ND PRECINCT
17 WEST STOW RD	5441 HWY 90 W, SUITE 25
	MOBILE, AL 36619
MARLTON, NJ 08053	precinct2@mobilepd.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	ANITA OTIS
	Deliver To
	POLICE 2ND PRECINCT
	5441 HWY 90 W, SUITE 25
	MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
039	STORAGE MODULES W/1 ADJUSTABLE SHELF (24"D X 48"W X 29.5"H)/ PART Z36L2SHN; COLOR: TIGER WALNUT	1.00 EACH	418.88000	418.88
1	1000.30.15.1530.1532.1530.0000.0000.47020.			418.88
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 27

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
040	SIDERO SIDE CHAIR ARMLESS/ PART# 6901; COLOR: THUNDER GREY/BLACK FRAME	3.00 EACH	234.52000	703.56
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			703.56
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
041	SINGLE PEDESTAL RETANGULAR TOP DESK (29.69"D X 66"W X 29.5"H)/ PART# Z3066F3L; COLOR: TIGER WALNUT	1.00 EACH	762.96000	762.96
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			762.96

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1532.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 28

Vendor	Ship To
GLOBAL INDUSTRIES INC	POLICE 2ND PRECINCT
17 WEST STOW RD	5441 HWY 90 W, SUITE 25
	MOBILE, AL 36619
MARLTON, NJ 08053	precinct2@mobilepd.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	ANITA OTIS
	Deliver To
	POLICE 2ND PRECINCT
	5441 HWY 90 W, SUITE 25
	MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
042	RIGHT FLUSH RETURN W/NO PEDESTAL (24"D X 48"W X 29.5"H)/ PART # Z2448ER; COLOR: TIGER WALNUT	1.00 EACH	292.16000	292.16
1	1000.30.15.1530.1532.1530.0000.0000.47020.			292.16
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 29

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
043	STORAGE SHELL W/2 BOX & 1 FILE DRAWER (23.4"D X 15"W X 28. 5"H)/PART# Z15L2BFS; COLOR: TIGER WALNUT	1.00 EACH	372.68000	372.68
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			372.68
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
044	SINGLE PEDESTAL RECTANGLE TOP DESK (29.69"D X 66"W X 29.5"H)/ PART# Z3066F3R; COLOR: TIGER WALNUT	1.00 EACH	762.96000	762.96
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			762.96

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 30

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
045	LEFT FLUSH RETURN W/ NO PEDESTAL (24"D X 48"W X 29.35"H)/ PART# Z2448EL; COLOR: TIGER WALNUT	1.00 EACH	292.16000	292.16
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			292.16
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 31

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
046	STORAGE SHELL W/ 2 BOX & 1 FILE DRAWER (23.4"D X 15"W X 28.5"H)/ PART# Z15L2BFS; COLOR: TIGER WALNUT	1.00 EACH	372.68000	372.68
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			372.68
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
047	SINGLE PEDESTSAL RECTANGULAR TOP DESK (29.69"D X 66"W X 29.5"H)/ PART# Z3066F3R; COLOR: TIGER WALNUT	1.00 EACH	762.96000	762.96
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			762.96

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 32

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
048	LEFT FLUSH RETURN W/NO PEDESTAL (24"D X 48"W X 29.5"H)/ PART# Z2448EL; COLOR: TIGER WALNUT	1.00 EACH	292.16000	292.16
1	1000.30.15.1530.1532.1530.0000.0000.47020.			292.16
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 33

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
049	STORAGE SHELL W/ 2 BOX & 1 FILE DRAWER (23.4"D X 15"W X 28.5"H)/ PART# Z15L2BFS; COLOR: TIGER WALNUT	1.00 EACH	372.68000	372.68
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			372.68
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
050	STORAGE MODULES W/1 ADJUSTABLE SHELF (24"D X 36"W X 29.5"H)/ PART# Z36L2SHN; COLOR: TIGER WALNUT	1.00 EACH	418.88000	418.88
	1 1000.30.15.1530.1532.1530.0000.0000.47020.			418.88

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 34

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
051	SIDERO SIDE CHAIR ARMELESS/ PART#6901; COLOR THUNDER GREY/BLACK FRAME	3.00 EACH	234.52000	703.56
1	1000.30.15.1530.1532.1530.0000.0000.47020.			703.56
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1532.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 35

Vendor	Ship To
GLOBAL INDUSTRIES INC	POLICE 2ND PRECINCT
17 WEST STOW RD	5441 HWY 90 W, SUITE 25
	MOBILE, AL 36619
MARLTON, NJ 08053	precinct2@mobilepd.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	ANITA OTIS
	Deliver To
	POLICE 2ND PRECINCT
	5441 HWY 90 W, SUITE 25
	MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
052	LABOR TO DELIVER, ASSEMBLE & INSTALL FURNITURE DURING NORMAL BUSINESS HOURS	1.00 EACH	2275.00000	2275.00
1	1000.30.15.1530.1532.1530.0000.0000.47020.			2275.00

Ship To
POLICE 2ND PRECINCT
5441 HWY 90 W, SUITE 25
MOBILE, AL 36619
Delivery Reference
ANITA OTIS

Deliver To
POLICE 2ND PRECINCT
5441 HWY 90 W, SUITE 25
MOBILE, AL 36619

Requisition Link

Requisition Total 27807.32

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

Account	Amount	Remaining Budget
1000.30.15.1530.1532.1530.0000.0000.47020.	27807.32	1045216.81
FIELD OPERATIONS DIV EXP EQUIPMENT (LESS THAN $5000)		

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00011824-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1532.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 36

Vendor	Ship To
GLOBAL INDUSTRIES INC	POLICE 2ND PRECINCT
17 WEST STOW RD	5441 HWY 90 W, SUITE 25
	MOBILE, AL 36619
MARLTON, NJ 08053	precinct2@mobilepd.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	ANITA OTIS
	Deliver To
	POLICE 2ND PRECINCT
	5441 HWY 90 W, SUITE 25
	MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	CCancelled	07/20/22	ANNE FOLEY		GL Allocation changed	
	CCancelled	08/11/22	ANNE FOLEY		GL Allocation, GL Allocation,	
	Approved	08/11/22	DONNA MICHELE STANLEY		Auto approved by: 910516727	
	Approved	08/11/22	DONALD ROSE		Approved by: 9105fola	
	Approved	08/11/22	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	08/11/22	JOHN PAINE		Auto approved by: 910516727	
	Approved	08/11/22	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

Printed 11 August 2022

www.globalfurnituregroup.com

Global Furniture Group Global Industries Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO

ADDRESS	17 West Stow Road
CITY	Marlton
STATE	NJ
ZIP	08053

TIPS CONTACT

NAME	Charlie Martin
PHONE	(866) 839-8477
FAX	(866) 839-8472
EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

Overview

Global Industries, Inc., a part of the Global Furniture Group ("Global"), is a worldwide manufacturer and distributor of office, educational, institutional, hospitality, healthcare and specialty-markets furniture and related ergonomic accessories.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
200301	Furniture, Furnishings and Services	05/31/2023	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

200301

Joseph Freund	Contracts Manager	(856) 596-3390	jfreund@globalfurnituregroup.com
Katie Higgins	Contracts	(856) 596-3390	khiggins@globalfurnituregroup.com

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from TIPS 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, awarded to vendors from TIPS Comprehensive HVAC Contract #22010601 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. Additionally, this approval does **not** authorize use of TIPS contract #22010602.

April 11, 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 The Interlocal Purchasing System ("TIPS"), 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 a Texas Region Education Service Center pursuant to the competitive bid laws in the State of Texas.

Based on the Department's review, the competitive bid process used by TIPS 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 TIPS, 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 TIPS, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, TIPS'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:8/16/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Daves and Mayor Stimpson

Purpose and Scope of Project:

To field improvements including converting to a synthetic turf athletic field at Matthews Park

Amount of Contract:

$1,627,757.05

Funding Source

Project # Matthews Park - Synthetic Turf Athletic Field PR-022-21 — **Discretionary Funds**

Project String C0564 Matthews Park-Field A Improvements (20002000-48010) — **Contract Number:**3938

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-022-21 Matthews Park - Synthetic Turf Athletic Field	Cover Memo	8/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/9/2022 - 4:45 PM
Capital	Rhodes, Brenda	Approved	8/10/2022 - 10:13 AM
Legal	Kern, Chris	Approved	8/11/2022 - 1:25 PM
Mayors Office	Montgomery, Brandi	Approved	8/11/2022 - 2:33 PM

RESOLUTION

2022

Sponsored by:
Mayor William S. Stimpson and 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, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	AEIKER CONSTRUCTION CORPORATION
Project Name:	MATTHEWS PARK – SYNTHETIC TURF ATHLETIC FIELD
Project Number:	PR-022-21
Amount:	$1,627,757.05

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0564 - MATTHEWS PARK-FIELD A IMPROVEMENTS

CAPITAL PROJECT #: C0564 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-022-21

CONTRACT AMOUNT: $1,627,757.05

PROJECT DESCRIPTION: TO CONVERT A NATURAL TURF ATHLETIC FIELD TO A SYNTHETIC TURF ATHLETIC FIELD AT MATTHEWS PARK (3700 MICHAEL BLVD).

VENDOR NAME: AEIKER CONSTRUCTION CORPORATION

VENDOR NUMBER: 290374

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% X or

If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Katie Cassil – Secretary III **Date:** 8/08/2022

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

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

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

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

Aeiker Construction Corporation
2579 Mill Street
Mobile, Alabama 36607

City of Mobile Business License Number: 093998
Secretary of State Registration Number: 000-034-837

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

Matthews Park – Synthetic Turf Athletic Field
3700 Michael Boulevard
Mobile, Alabama 36609

PR-022-21
To convert a natural turf athletic field to a synthetic turf athletic field

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

Epalier, Inc.
P. O. Box 1247
Fairhope, Alabama 36533

and

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

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:09:32 ET on 07/22/2022 under Order No.3480167681 which expires on 08/28/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:
(1346725711)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than one hundred eighty (180) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Paragraphs deleted)
(Table deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:09:32 ET on 07/22/2022 under Order No.3480167681 which expires on 08/28/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
(1346725711)
User Notes:

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Six Hundred Twenty-Seven Thousand Seven Hundred Fifty-Seven and 05/100 Dollars ($1,627,757.05), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$1,577,757.05
Contingency Allowance:	$ 50,000.00
Total Contract Sum:	$1,627,757.05

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Fifty Thousand and 00/100 Dollars ($50,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Unit Price #1: Provide and Install on-site placement and compaction of soil (Cut/Fill) – CY, includes excavating or filling. Cut material will be placed elsewhere on-site. Fill material will be from material onsite, and all other necessary construction components for installation.	CY	$35.00
Unit Price #2: Unsuitable Soil Material – Cubic Yards In Place, includes excavation, haul off and disposal of unsuitable material.	CYIP	$75.00
Unit Price #3: Structural Fill – Cubic Yards In Place, Provide and Install Imported Structural Fill, spread, compaction, and all other necessary construction components for installation.	CYIP	$85.00
Unit Price #4: Provide and install Silt Fence Type A. Includes installation, removal, and all other necessary construction components for installation.	LF	$4.75
Unit Price #5: Provide and install inlet protection. Includes installation, removal, and all other necessary construction components for installation.	EA	$400.00
Unit Price #6: Provide and install wattles. Includes installation, removal, and all other necessary construction components for installation.	EA	$125.00
Unit Price #7: Provide and install12" HDPE drain pipe.		

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:09:32 ET on 07/22/2022 under Order No.3480167681 which expires on 08/28/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:
(1346725711)

Include excavation, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	LF	$15.00
Unit Price #8: Provide and install 6" HDPE drain pipe. Include excavation, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	LF	$7.50
Unit Price #9: Provide and install 12" panel drain under synthetic field per detail. Include benching into subgrade, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	LF	$3.30
Unit Price #10: Provide and install 0'-4' Drop Inlet. Include excavation, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	EA	$6,500.00
Unit Price #11: Provide and install 12" concrete perimeter curb at synthetic field per detail. DO NOT include cost of chain link fence. Include excavation, fill, compaction, grading, concrete, reinforcement, disposal, placement, and all other necessary construction components for installation.	LF	$50.00
Unit Price #12: Provide and install 4" concrete flatwork (sidewalks, fountain pads, etc) per detail. Include excavation, fill, compaction, grading, concrete, reinforcement, disposal, placement, and all other necessary construction components for installation.	SF	$7.50
Unit Price #13: Demolish and properly dispose offsite existing concrete flatwork (sidewalks) as specified on drawings. Include excavation, sawing, jack hammering, loading, haul off site, and proper disposal.	SF	$2.00
Unit Price #14: Provide and install Asphalt Patch as specified. Include excavation, fill, compaction, grading, disposal, placement, footings, and all other necessary construction components for installation.	LF	$25.00
Unit Price #15: Provide and install 6' Vinyl Chain Link Fence In Perimeter Curb as specified. Include excavation, fill, compaction, grading, disposal, placement, footings, and all other necessary construction components for installation.	LF	$75.00
Unit Price #16: Provide and install 6' Vinyl Chain Link Fence as specified. Include excavation, fill, compaction, grading, disposal, placement, footings, and all other necessary construction components for installation.	LF	$68.00
Unit Price #17: Provide and install 7' Vinyl Chain Link Fence with privacy slats as specified. Include excavation, fill, compaction, grading, disposal, placement, footings, and all other necessary construction components for installation.	LF	$100.00
Unit Price #18: Provide and install wall mounted drinking fountain with bottle filler as specified with sump basin specified. Include excavation, fill, compaction, grading, disposal, placement, water line connection, and all other necessary construction components for installation.	EA	$3,500.00
Unit Price #19: Provide and install 8' surface mount		

Init. /

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:09:32 ET on 07/22/2022 under Order No.3480167681 which expires on 08/28/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:
(1346725711)

backless bench as specified.		
Unit Price #20: Provide and install solid sod, Bermuda. Include grading, placement, and all other necessary construction components for installation.	EA SY	$1,000.00 $5.30
Unit Price #21: Provide and install 12" panel drain in synthetic field per detail. Include benching into subgrade, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	LF	$3.30
Unit Price #22: Provide and install masonry backstop wall per detail. Include excavation, fill, compaction, grading, concrete footing, reinforcement, disposal, placement, and all other necessary construction components for installation.	LF	$400.00
Unit Price #23: Provide and install backstop wall padding per detail. Include all materials and hardware, mounting, disposal, placement, and all other necessary construction components for installation	SF	$36.20
Unit Price #24: Provide and install batting cage as specified. Include all materials and hardware, mounting, netting, excavation, fill, compaction, grading, concrete, reinforcement, disposal, placement, and all other necessary construction components for installation	EA	$12,000.00
Unit Price #25: Provide and install baseball foul poles as specified. Include excavation, fill, compaction, grading, concrete, engineering, reinforcement, disposal, placement, and all other necessary construction components for installation	EA	$6,000.00
Unit Price #26: Provide and install wind screen fabric as specified. Include all materials and hardware, mounting, and all other necessary construction components for installation	SF	$1.75
Unit Price #27: Provide and install polytube fence cap protection as specified. Include all materials and hardware, mounting, and all other necessary construction components for installation	LF	$20.00
Unit Price #28: Provide and install 8" fence post padding as specified. Include all materials and hardware, mounting, and all other necessary construction components for installation	LF	$3.50
Unit Price #29: Provide and install compacted aggregate drive as specified. Include excavation, fill, compaction, grading, rock, disposal, placement, and all other necessary construction components for installation	SF	$1.75
Unit Price #30: Provide and install lighting directional sign as specified. Include all materials and hardware, mounting, signs, disposal, placement, and all other necessary construction components for installation	EA	N/A
Unit Price #31: Provide and install scoreboard as specified. Include all materials and hardware, posts, footings, mounting, disposal, excavation, placement, and all other necessary construction components for installation		
Unit Price #32: Provide and install dugout lean railing with		

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:09:32 ET on 07/22/2022 under Order No.3480167681 which expires on 08/28/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org
User Notes:
(1346725711)

pad as specified. Include all materials and hardware, mounting, weld plates, disposal, placement, and all other necessary construction components for installation	EA	$25,000.00
Unit Price #33: Provide and install polytube fence cap protection as specified. Include all materials and hardware, mounting, and all other necessary construction components for installation	LF	$85.00
	LF	$15.00

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

Init.
/
AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:09:32 ET on 07/22/2022 under Order No.3480167681 which expires on 08/28/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:
(1346725711)

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:09:32 ET on 07/22/2022 under Order No.3480167681 which expires on 08/28/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:
(1346725711)

which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
  a.) Contractor's Release or Waiver of Liens
  b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter l, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Aeiker Construction Corporation has completed the contract for PR-022-21, Matthews Park – Synthetic Turf Athletic Field, 3700 Michael Boulevard, Mobile, Alabama 36609. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:09:32 ET on 07/22/2022 under Order No.3480167681 which expires on 08/28/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:
(1346725711)

§ 6.2 Binding Dispute Resolution
For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue
(Paragraph deleted)
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

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

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jonathan Aeiker, President
Aeiker Construction Corporation
2579 Mill Street
Mobile, Alabama 36607
(251) 259-2951
Email: jonathan@aeiker.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:09:32 ET on 07/22/2022 under Order No.3480167681 which expires on 08/28/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:
(1346725711)

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.

Init. /

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:09:32 ET on 07/22/2022 under Order No.3480167681 which expires on 08/28/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:
(1346725711)

E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below

F. Broad Form Property damage Coverage, including Completed Operations.

G. Personal Injury Liability, with employee's exclusions removed.

H. Explosion and Collapse Hazard:
Included or X Not Applicable.

I. Underground Hazard:
Included or X Not Applicable.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris

Init. /

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:09:32 ET on 07/22/2022 under Order No.3480167681 which expires on 08/28/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1346725711)

removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:09:32 ET on 07/22/2022 under Order No.3480167681 which expires on 08/28/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:
(1346725711)

insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Init.
/
AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:09:32 ET on 07/22/2022 under Order No.3480167681 which expires on 08/28/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:
(1346725711)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
1.0	Cover Sheet	5/18/2022
1.1	Existing Conditions / Demolition	5/18/2022
1.2	Survey	5/18/2022
C01	Grading & Drainage Plan	5/18/2022
C02	Erosion & Sediment Control Plan	5/18/2022
C03	Civil Details	5/18/2022
C04	Civil Details	5/18/2022
E01	Electrical Notes & Legend	5/18/2022
E02	Electrical Demolition Plan	5/18/2022
E03	Electrical Site Plan	5/18/2022
E04	Electrical Details	5/18/2022
L-1.1	Field Site Plan	5/18/2022
L-1.2	Infield Enlargement	5/18/2022
L-2.1	Field Subdrainage Plan	5/18/2022
L-3.1	Painting Plan	5/18/2022
L-4.1	Landscape Plan	5/18/2022
L-5.1	Field Details	5/18/2022
L-5.2	Field Details	5/18/2022
L-5.3	Field Details	5/18/2022
L-5.4	Field Details	5/18/2022
S01	Structural Details	5/18/2022

.4 Specifications

Section	Title	Date
Division 01	General Requirements	5/18/2022
Section 01010	Summary of Work	5/18/2022
Section 01210	Allowances	5/18/2022
Section 01220	Unit Prices	5/18/2022
Section 01230	Alternative Bid Items	5/18/2022
Section 01310	Project Management & Coordination	5/18/2022
Section 01320	Construction Progress Documentation	5/18/2022
Section 01330	Submittal Procedures	5/18/2022
Section 01635	Substitution Procedures	5/18/2022
Section 01700	Execution Requirements	5/18/2022
Section 01770	Close out Procedures	5/18/2022
Section 017839	Project Record Documents	5/18/2022
Section 017823	Operation and Maintenance Data	5/18/2022
Division 02	Site Construction	
Section 02230	Site Clearing	5/18/2022
Section 02300	Earthwork	5/18/2022
Section 02630	Storm Drainage	5/18/2022

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:09:32 ET on 07/22/2022 under Order No.3480167681 which expires on 08/28/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:
(1346725711)

Division 03		
Section 033000	Cast in Place Concrete	5/18/2022
Division 09	Finishes	
Section 03300	Painting	5/18/2022
Division 11		
Section 116833	Athletic Field Equipment	5/18/2022
Section 116843	Exterior Scoreboards	5/18/2022
Division 32	Exterior Improvement	
Section 321313	Cement Concrete Pavement	5/18/2022
Section 321373	Concrete Paving Joint Sealants	5/18/2022
Section 323113	Chain Link Fence & Gates	5/18/2022
Section 323113.33	Backstop Netting Systems	5/18/2022
Section 323300	Site Furnishings	5/18/2022
Section 329200	Lawns and Grasses	5/18/2022
Division 33	Turf Base Construction	
Section 334600	Synthetic Turf Base Construction	5/18/2022

.5 Addenda, if any:

Number	Date
#1	5/26/2022
#2	6/2/2022
#3	6/3/2022

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)
§ 9.2
(Paragraph deleted)
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A

Init. /

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:09:32 ET on 07/22/2022 under Order No.3480167681 which expires on 08/28/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:
(1346725711)

	Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report Certificate of Substantial Completion-AIA Document G704 Contractor's Affidavit of Payment of Debts and Claims- AIA Document G706 Contractor's Affidavit of Release of Liens-AIA Document G706A Consent of Surety to Final Payment-AIA Document G707 Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction- AIA Document A201
Section 003232	Geotechnical Data

§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:09:32 ET on 07/22/2022 under Order No.3480167681 which expires on 08/28/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1346725711)

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:09:32 ET on 07/22/2022 under Order No.3480167681 which expires on 08/28/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:
(1346725711)

This Agreement entered into as of the day and year first written above.

City of Mobile	Legal Name of Party to Contract: Contractor: Aeiker Construction Corporation
OWNER *(Signature)*	**CONTRACTOR** *(By Signature)*
William S. Stimpson, Mayor *(Rows deleted)* *(Printed name and title)*	Jonathan Aeiker, President *(Printed name and title)*

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jonathan Aeiker as President of Aeiker Construction Corporation and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 5th day of August, 2022.

NOTARY PUBLIC
My Commission Expires: 8-24-25

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:09:32 ET on 07/22/2022 under Order No.3480167681 which expires on 08/28/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1346725711)

EXHIBIT A

Matthews Park - Synthetic Turf Athletic Field
3700 Michael Boulevard
Mobile, Alabama 36609
PR-022-21

Scope of Work

The project consists of the demolition of an existing baseball field and construction of a new synthetic turf baseball/football combo field. The work also includes two bull pen areas, chain link fencing and gates, privacy fencing, masonry backstop wall and net system, batting cage, concrete sidewalks, drinking fountains, bleachers, delay clocks, scoreboard, and all associated grading, drainage, erosion control, site work, sodding, & equipment, etc. for a complete project as described in the bid documents.

Contractor shall also provide As-Built documentation for permitting close out. All construction sites for City of Mobile projects shall be undertaken in accordance with the Clean Water Act; the Alabama Water Pollution Control act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Bond Number: PRF9390030

Matthews Park- Synthetic Turf Athletic Field
Project No: PR-022-21

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Aeiker Construction Corporation, 2759 Mill Street, Mobile, Alabama 36607 hereinafter called the Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of one million six hundred twenty-seven thousand seven hundred fifty-seven and 05/100 Dollars ($1,627,757.05) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2021 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Matthews Park – Synthetic Turf Athletic Field, 3700 Michael Boulevard, Mobile, Alabama, 36609, PR-022-21 a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2022.

CONTRACTOR AS PRINCIPAL
Company: Aeiker Construction Corporation
(Corporate Seal)

By: _____
(Signature)

Name and Title: Jonathan Aeiker, President

SURETY
Company: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Corporate Seal)

By: Gaylord C. Lyon, Jr.
(Signature)

Name and Title: Gaylord C. Lyon, Jr., Attorney-in-fact

Resident Agent: Gaylord C. Lyon, Jr.
(Signature)

Name and Title: Gaylord C. Lyon, Jr., AL Resident Agent
Company Name: Lyon Fry Cadden Insurance, A Higginbotham Partner
Address: P. O. Box 160927, Mobile, AL 36616
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gaylord C. Lyon, Jr., Roland G. Fry, Jr., Erling Riis, III, W. E. Cadden, J. William Goodloe, III, O. M. Otts, IV, Rebecca Ward and Charlene C. Stout, all of Mobile, Alabama, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of February, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 18th day of February, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day _____, 2022_.



Brian M Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Bond Number: PRF9390030

Matthews Park- Synthetic Turf Athletic Field
Project No: PR-022-21

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Aeiker Construction Corporation, 2759 Mill Street, Mobile, Alabama 36607 , as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of one million six hundred twenty-seven thousand seven hundred fifty-seven and 05/100 ($1,627,757.05) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2021 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Matthews Park – Synthetic Turf Athletic Field, 3700 Michael Boulevard, Mobile, Alabama, 36609, PR-022-21, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Gaylord C. Lyon, Jr. ***Attorney-In-Fact***, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2022

CONTRACTOR AS PRINCIPAL
Company: Aeiker Construction Corporation
(Corporate Seal)
By: _____
(Signature)
Name and Title: Jonathan Aeiker, President

SURETY
Company: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Corporate Seal)
By: Gaylord C. Lyon, Jr.
(Signature)
Name and Title: Gaylord C. Lyon, Jr., Attorney-in-fact

Resident Agent: Gaylord C. Lyon, Jr.
(Signature)
Name and Title: Gaylord C. Lyon, Jr., AL Resident Agent
Company Name: Lyon Fry Cadden Insurance,
Address: A Higginbotham Partner
P. O. Box 160927, Mobile, AL 36616
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gaylord C. Lyon, Jr., Roland G. Fry, Jr., Erling Riis, III, W. E. Cadden, J. William Goodloe, III, O. M. Otts, IV, Rebecca Ward and Charlene C. Stout, all of Mobile, Alabama, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of February, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

Dawn E. Brown

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 18th day of February, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this _____ day _____, 2022_.



Brian M Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Aeiker Construction Corp.
Address	2759 Mill St Mobile AL 36607
Telephone	251-259-2951
E-Mail	Jonathan@aeiker.com

RFP/RFQ Solicitation Number	PR-022-21
Project Description	Matthews Park - Turf Field
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male ✓ Female — Minority ✓ Non-minority — SDVO — Total #of Employees 23

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jonathan Aeiker

Signature: _____ Date: 6/8/22

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jonathan Aeiker Title: President

Email: Jonathan@Aeiker.com Phone: 251 259 2951

677

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Reiker Construction Your Bid/Proposal Amount $ 1,772,000 Date: 5/31/22

____/____/____ Description Matthews Park Turf - Field

Name of Bidder/Proposer: Reiker Construction Corporation

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
ASG		BASE STONE & Drainage	$ 76,000	38%	NO	
Bayou Concrete		Concrete Material	45,000	3%	NO	
Hagan Fence		Fence Material	58,000	4%	NO	
Ladd Supply		Misc. Materials	35,000	3%	NO	
Ram Tool		Misc. Material	25,000	2%	NO	
Harris Electric		Electrical	178,000	10%	NO	
Leblanc Construction		Concrete Place - Fence Install	128,000	8%	yes	
Dortch Figures		Hauling / Material	32,000.00	2%	yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Aeiker Construction Corp

Contact Person: Jonathan Aeiker Phone 251-259-2951 Email Jonathan@Aeiker.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
X		**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

X There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Alabama Secretary of State

Aeiker Construction Corporation	
Entity ID Number	000 - 034 - 837
Entity Type	Domestic Corporation
Principal Address	3109 MARCIA DRIVE MOBILE, AL 36605
Principal Mailing Address	3109 MARCIA DRIVE MOBILE, AL 36605
Status	Exists
Place of Formation	Mobile County
Formation Date	12/27/2011
Registered Agent Name	AEIKER, JONATHAN D
Registered Office Street Address	3109 MARCIA DRIVE MOBILE, AL 36605
Registered Office Mailing Address	3109 MARCIA DRIVE MOBILE, AL 36605
Nature of Business	CONSTRUCTION
Capital Authorized	1,000
Capital Paid In	
Directors	
Director Name	AEIKER, JONATHAN DAVID
Director Street Address	3109 MARCIA DRIVE MOBILE, AL 36605
Director Mailing Address	3109 MARCIA DRIVE MOBILE, AL 36605
Incorporators	
Incorporator Name	AEIKER, JONATHAN D
Incorporator Street Address	3109 MARCIA DRIVE MOBILE, AL 36605
Incorporator Mailing Address	3109 MARCIA DRIVE MOBILE, AL 36605
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Scanned Documents	

Aeiker Construction Corporation	
Document Date / Type / Pages	12/30/2011 Certificate of Formation 4 pgs.

Browse Results | New Search

E-Verify

Company ID Number: 617526

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Aeiker Construction Corporation**	
Jonathan Aeiker	
Name (Please Type or Print)	Title
Electronically Signed	**11/14/2012**
Signature	Date

Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**11/14/2012**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Aeiker Construction Corporation**
Company Facility Address:	**3109 Marcia Drive**
	Mobile, AL 36605
Company Alternate Address:	
County or Parish:	**MOBILE**
Employer Identification Number:	**454170601**

E-Verify

Company ID Number: 617526

North American Industry Classification Systems Code:	236
Administrator:	Aeiker Construction Corporation
Number of Employees:	1 to 4
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Jonathan D Aeiker
Telephone Number: (251) 259 - 2951 Fax Number:
E-mail Address: jonathan@aeikerconstruction.com

Client#: 31795 AEICO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/04/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lyon Fry Cadden Ins Agency Inc
P. O. Box 160927
(251) 473-4600
Mobile, AL 36616

CONTACT NAME: Brittany B. Partin
PHONE (A/C, No, Ext): 251 473-4600 FAX (A/C, No): 251-450-0032
E-MAIL ADDRESS: bpartin@lyonfrycadden.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Middlesex Insurance Company	23434
INSURER B : AL Home Builders SIF	
INSURER C : Safety National Casualty Corporation	15105
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Aeiker Construction Corporation
2759 Mill St
Mobile, AL 36607

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	A0095796002	01/01/2022	01/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $500,000 $5,000 $1,000,000 $3,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	A0095796001	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $0	X	X	A0095796003	01/01/2022	01/01/2023	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	30875 SP4065837	01/01/2022 01/01/2022	01/01/2023 01/01/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project PR-022-21 Matthews Park- Synthetic Turf Athletic Field

City of Mobile is included as an additional insured in respect to general liability, auto liability and umbrella liability. All policies except workers compensation shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies
(See Attached Descriptions)

CERTIFICATE HOLDER
City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Gaylord C. Lyon, Jr.

© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

favor of City of Mobile with respect to general liability, auto liability and umbrella liability. A 30 day notice of cancellation applies except 10 days for non-pay.
Workers' Compensation: By waiving subrogation, the employer and servicing agent may still receive reimbursement from the law suit or claim of the injured individual; however, the employer and servicing agent may not file claim or a law suit against City of Mobile.

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 08/04/2022

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY
LYON FRY CADDEN
PO BOX 160927
MOBILE, AL 36616-1927

PHONE (A/C, No, Ext): +1 251 473 4600
FAX (A/C, No): +1 251 450 0032
E-MAIL ADDRESS: chockman@higginbotham.com
CODE: 02046936
SUB CODE:
AGENCY CUSTOMER ID #:

COMPANY
American Zurich Insurance Company

INSURED
Aeiker Construction Corp.
2759 Mill Street
Mobile, AL 36607

LOAN NUMBER

POLICY NUMBER
BR74043120

EFFECTIVE DATE
08/29/2022

EXPIRATION DATE
08/29/2023

☐ CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
3700 Michael Blvd.
Mobile, AL 36609

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		$2,500
Total Completed Project Value	$1,627,758	

REMARKS (Including Special Conditions)

Wind Deductible 3%

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS
City of Mobile
PO Box 1827
Mobile, AL 36633

☐ MORTGAGEE
☐ LOSS PAYEE
☒ ADDITIONAL INSURED

LOAN #

AUTHORIZED REPRESENTATIVE

© 1993-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

American Zurich Insurance Company
A Stock Company
Administrative Office: 1299 Zurich Way
Schaumburg, IL 60196 Phone: 800-382-2150

THIS IS A COINSURANCE CONTRACT

Please read your policy.

☒ **New Policy** **BR74043120**
☐ **Renewal of**
☐ **Rewrite of**

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. Named Insured and Mailing Address:

Aeiker Construction Corp.
2759 Mill Street
Mobile, AL 36607

2. Producer Information:

A Name: LYON FRY CADDEN
PO BOX 160927
MOBILE, AL 36616-1927
B Telephone # +1 251 473 4600
C Fax # +1 251 450 0032
D Zurich Producer # 02046936
E Field Office Name
F Field Office Code

3. Policy Period – From: 08/29/2022 **To:** 08/29/2023
12:01 a.m. at your mailing address above.

4. Form of Business: ☐ **Individual** ☐ **Partnership** ☒ **Corporation** ☐ **Joint Venture** ☐ **Other**

5. Limits of Insurance (*either* One-Shot *or* Reporting Form *as indicated below*)

☒ **SUPPLEMENTAL DECLARATIONS**
(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

A) Any one building or structure	$	
B) All covered property at all locations	$	
C) Rate	Per Report	
D) Premium	Per Report	
E) Total Taxes and Surcharges (per attached endorsement – N/A in NY)	Per Report	
F) **Total Fully Earned Policy Premium**	Per Report	

☒ **One-Shot (non-reporting form/single structure policy)**
☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location
3700 Michael Blvd.
Mobile, AL 36609

New Construction		
A) Any one building or structure	$	0
B) All covered property at all locations (same as A unless otherwise noted)	$	1,627,758
Remodeling		
D) Renovations and improvements	$	
E) Existing buildings or structures	$	
F) Rate	$	0.495
G) Premium	$	8,213.00
H) Total Taxes and Surcharges (per attached endorsement)	$	0.00
I) **Total Fully Earned Policy Premium** (minimum premium applicable)	$	8,213.00

6. Deductible: ☐$500 ☐$1,000 ☒$2,500 ☐$5,000 ☐Other

7. Forms Applicable To This Coverage Part:
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____ By: _____
Date Authorized Representative

FM-170001 (04-10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
BR74043120	From 08/29/2022To 08/29/2023	American Zurich Insurance Company

NAMED INSURED	AUTHORIZED REPRESENTATIVE
Aeiker Construction Corp. 2759 Mill Street Mobile, AL 36607	LYON FRY CADDEN PO BOX 160927 MOBILE, AL 36616-1927

COVERAGE PARTS AFFECTED

Builders Risk Coverage

CHANGES

Additional Insured:

City of Mobile
PO Box 1827
Mobile, AL 36633

Additional Insured:

Espalier, LLC
PO Box 1247
Fairhope, AL 36533

Additional Insured:

City of Mobile Architectural Engineering Department
205 Government Street
Mobile, AL 36633

Authorized Representative Signature

IL 12 01 11 85

Copyright, Insurance Services Office, Inc., 1983
Copyright, ISO Commercial Risk Services, Inc., 1983

BUILDERS RISK COVERAGE SUPPLEMENTAL DECLARATIONS

Policy Number: BR74043120
Policy Type: ☐ Reporting Form (continuous policy) OR ☒ One Shot (non-reporting form/single structure policy)

ADDITIONAL COVERAGES (COVERAGE FORM)	LIMIT OF INSURANCE
a. Collapse	Included
b. Scaffolding, Construction Forms And Temporary Structures	$ 50,000
Re-erection Of Scaffolding	$ 25,000
c. Debris Removal	$ 50,000
d. Back-Up Or Overflow Of Sewers, Drains Or Sumps	$ 25,000
e. Fire Department Service Charge	$ 25,000
f. Valuable Papers And Records	$ 50,000
g. Pollutant Clean-Up And Removal	$ 25,000
h. Ordinance Or Law – Direct Damage	
Loss To The Undamaged Portion Of The Building	Included
Demolition Cost	$ 1,000,000
Increased Cost Of Construction	$ 1,000,000
Combined Aggregate For Demolition Cost And Increased Cost Of Construction	$ 1,000,000
i. Preservation Of Property	Included
j. Rewards	$ 25,000
k. Property At A Temporary Storage Location	$ 600,000
l. Property In Transit	$ 600,000
m. Claim Preparation Expense	$ 10,000
n. Contract Penalties	$ 25,000

OPTIONAL ADDITIONAL COVERAGES (ENDORSEMENTS)

☐ **Business Income (HBIS-95)**	$	
Anticipated Project Completion Date		
Monthly Limit Of Indemnity		(fraction)
Deductible Period		days
Civil Authority		
☐ **Business Income And Extra Expense (HBIS-82)**	$	
Anticipated Project Completion Date		
Monthly Limit Of Indemnity		(fraction)
Deductible Period		days
Business Income		
Extra Expense		
Civil Authority		
☐ **Development Or Subdivision Fences, Walls And Signs (HBIS-58)**	$	
☐ **Expediting Expense (HBIS-93)**	$	
☐ **Extra Expense (HBIS-92)**	$	
☐ **Marine Model Home Contents Coverage (☐ HBIS-52 – OR -- ☐ HBIS-77)**	$	
☐ **Soft Costs Coverage (HBIS-88)**	$	
Anticipated Project Completion Date		
Deductible Period		days
Expense To Mitigate Loss		
Civil Authority		
☐ **Builders Risk Green Building (HBIS-96)**		
Limit Of Liability	$	
"LEED® Building Rating"		

Policy Number BR74043120

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured: Aeiker Construction Corp.

Effective Date: 08/29/2022
12:01 A.M., Standard Time

Agent Name: LYON FRY CADDEN

Agent No.: 02046936

FM170001(04/10), IL1201(11/85), HBIS-91(01/20), U-GU-619-A CW(10/02), U-GU-319-F(01/09), 40471(01/20), HBIS-1(04/09), HBIS-43(01/20), HBIS-67(01/20), HBIS-83(06/17), HBIS-84(04/09), U-GU-630-E CW(01/20), U-GU-767-B CW(01/15), IL0003(09/08), CM0001(09/04), CM 0144(05/08), IL0190(04/15), IL0017(11/98), 1001NR(01/20), U-GU-1191-A CW(03/15)

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	8/10/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/10/2022 - 3:50 PM

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:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Jarvis Bush individually or on behalf of Drop off Transit, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Jarvis Bush

Business Address: _____

Telephone: _____ Trade Name Drop off Transit

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: 8/28/83 SSN:

Residence Address:

1257 Dabney Dr. Mobile, AL 36605
Address City State Zip code

Telephone Number: Driver's License #:

Residing in Mobile County: Years: 38 Months: _____

U.S. Citizenship: Yes ✓ No _____

I attest, under penalty of perjury that I am:
✓ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A _____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Jarvis Bush	Owner		

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☑ (JB) Shuttle ☑ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Monday - Friday 6:00Am - 5:30pm

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	Chrysler	Year:	2007	Model:	Town & Country
Make:		Year:		Model:	
Make:		Year:		Model:	

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Jarvis Bush
Applicant's Signature

NAME OF ENTITY:

Drop off Transit

By: Jarvis Bush
Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 10 **DAY OF** August **, 20** 22

Angelia Manley Tait
Notary Public

My Commission Expires:
March 24, 2024

Personal Data Report

General Descriptors

Name:	BUSH, JARVIS RYAN		
Address:		**Nick Name:**	
Phone:	-		
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	8/28/1983
Sex:	M	**Age:**	38
Weight:	190	**Eyes:**	BROWN
Height:	6'05"	**Facial:**	MUSTACHE (THIN)
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**DL #**	**DL Type:** D	**SSN:** ___-__-____
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: C. Knight
DATE: 08-09-2022

AGENDA ITEM SUMMARY SHEET

Agenda of:8/16/2022

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 synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 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 **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
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.

City of Mobile · Planning & Zoning

Planning Commission Application

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

APPLICATION TYPE AND FEES

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

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

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

Laura Ledyard — Name

laura@southalreo.com — Email

915 Hillcrest Rd, Suite A Mobile AL 36695 — Full Address (Street, City, State, Zip)

251.402.3130 — 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. — Name

Estate of Angela Blum — 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 — Property Address

R0228083000070.000 and R0228083000071.000 — Parcel Number

2.53 ac — Property Area (acres or square feet)

B2 — Present Zoning

B3 — 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.

BLUM
REAL ESTATE

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

COUNTY OF MOBILE

COURT OF PROBATE

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.

PROBATE COURT MOBILE COUNTY, ALA

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 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.

5. Easement granted City of Mobile by istrument 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.

M 276 PG 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.

https://benchmark.probate.mobilecountyal.gov/LandmarkWeb//Document/GetDocumentFor... 6/2/2022

M 2762 PG 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:

G. C. OUTLAW, III

27625 838

ITHACA, INC. CORPORATE SEAL STATE OF ALABAMA

(CORPORATE SEAL)

ATTEST:

By: _____
Its: SECRETARY

GRANTEE:

ITHACA, INC.

By: Angela Blum
Its: President

RECORD FEE $ _____
STATE OF ALA., MOBILE CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

MAY 16 4 11 PM 1985

2762 PG 839

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 15th day of May, 1985.

_____
NOTARY PUBLIC
My Commission Expires 10-26-85

NOTARY PUBLIC STATE AT LARGE

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.

Gail N. Pruett
NOTARY PUBLIC

NOTARY PUBLIC STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

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

GRANTEE'S ADDRESS:

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

STATE OF ALABAMA

COUNTY OF MOBILE

S39600

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.

M. 2762 PG 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

https://benchmark.probate.mobilecountyal.gov/LandmarkWeb//Document/GetDocumentFor... 6/2/2022

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.

M 2762pg 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

https://benchmark.probate.mobilecountyal.gov/LandmarkWeb//Document/GetDocumentFor... 6/2/2022

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 10-24-88

THIS INSTRUMENT PREPARED BY:

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

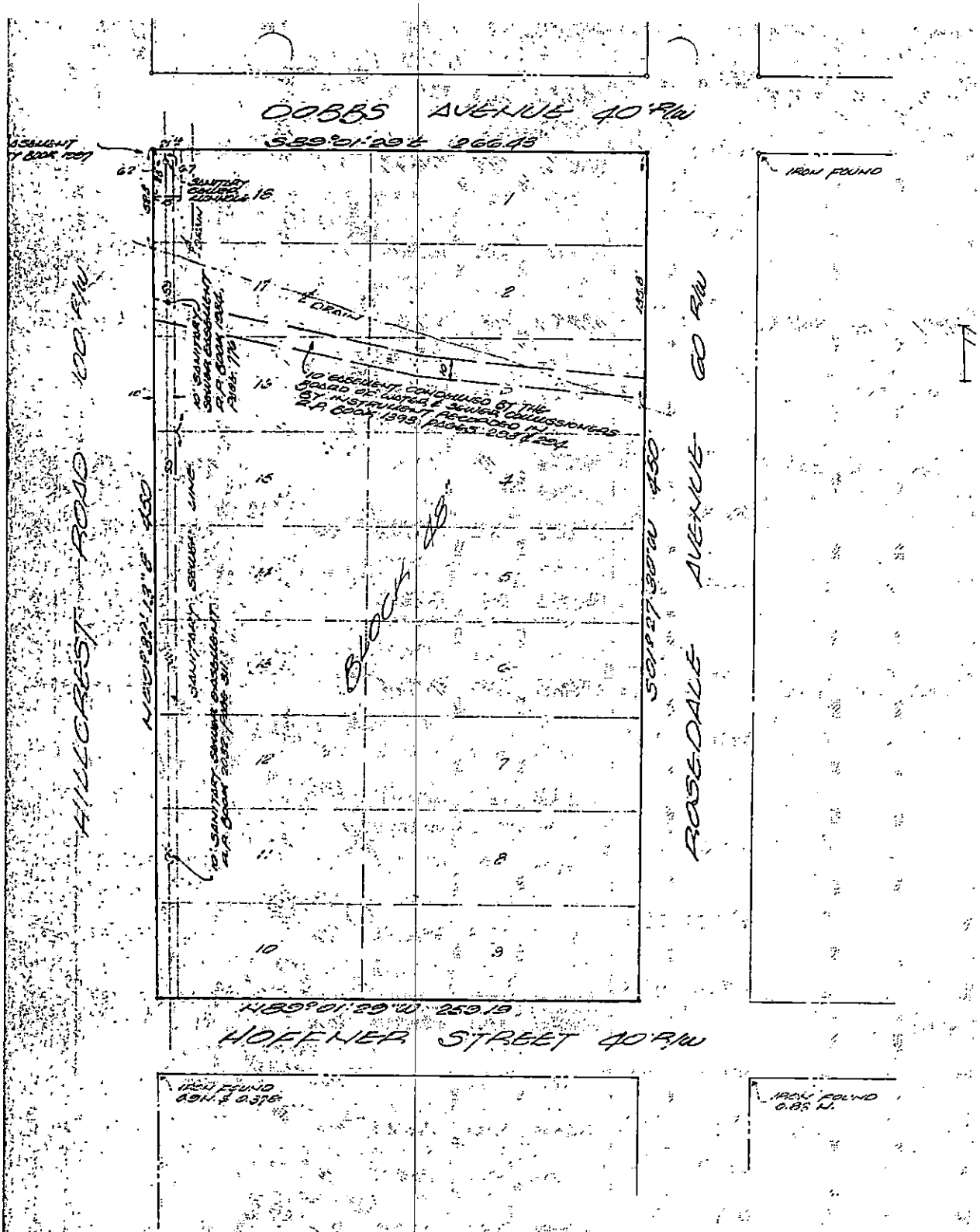
GRANTEE'S ADDRESS:

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

RECORD 151
STATE OF ALABAMA - MOBILE CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

MAY 16 4 11 PM '85

M 276 PG 833

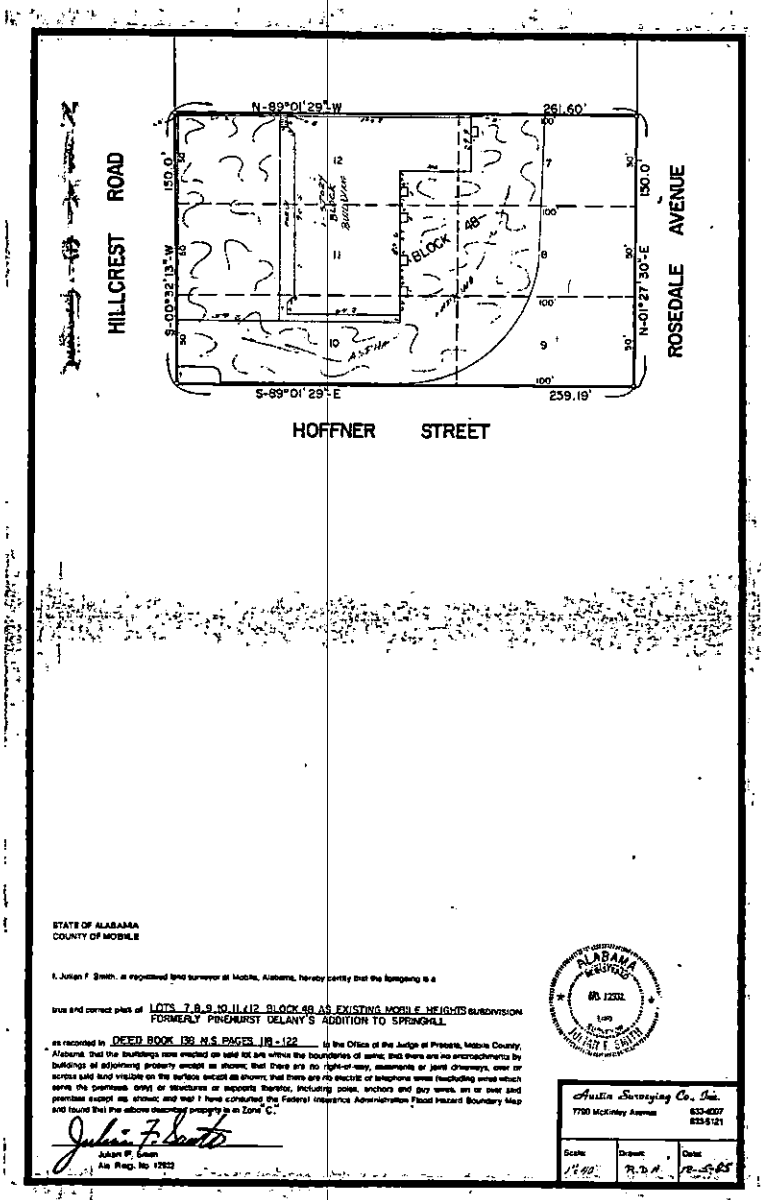


ALL THAT PORTION OF BLOCK 48, PINEHURST, DELANEY ADDITION TO SPRING HILL AS RECORDED IN DEED BOOK 138 N.S., PAGES 118-122 OF THE PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LYING EAST OF THE EAST RIGHT OF WAY LINE OF HILLCREST ROAD. CONTAINING 2.715 ACRES.

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



STATE OF ALABAMA
COUNTY OF MOBILE

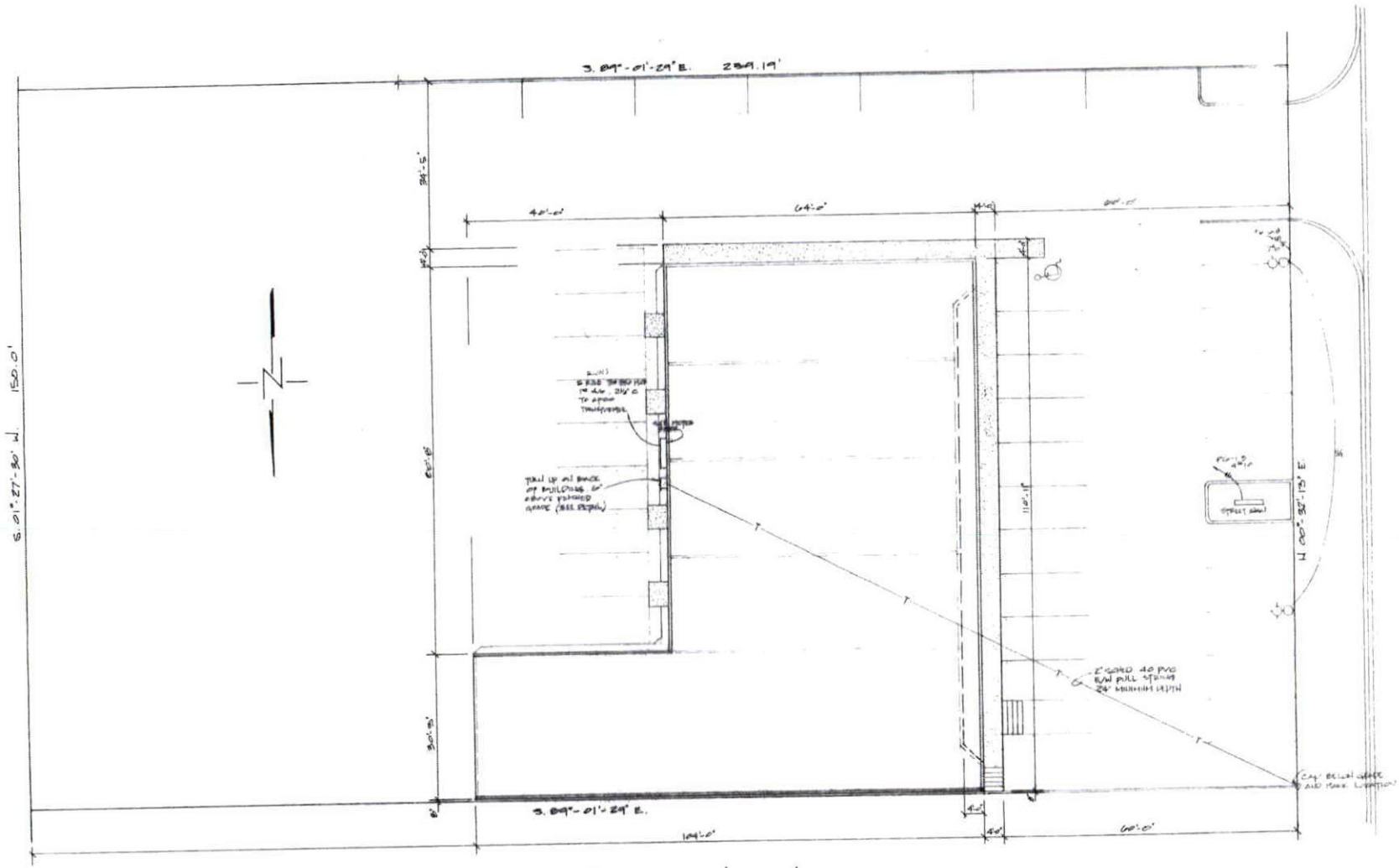
I, Julian F. Smith, a registered land surveyor at Mobile, Alabama, hereby certify that the foregoing is a true and correct plat of LOTS 7,8,9,10,11,&12 BLOCK 48 AS EXISTING MOBILE HEIGHTS SUBDIVISION FORMERLY PINEHURST DELANY'S ADDITION TO SPRINGHILL as recorded in DEED BOOK 138 M.S PAGES 118 - 122 in the Office of the Judge of Probate, Mobile County, Alabama. that the buildings now erected on said lot are within the boundaries of same; that there are no encroachments by buildings of adjoining property except as shown; that there are no right-of-way, easements or joint driveways, over or across said land 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 thereto, including poles, anchors and guy wires, on or over said premises except as shown; and that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map and found that the above described property is in Zone "C".

Julian F. Smith
Julian F. Smith
Ala. Reg. No. 12932

ALABAMA REGISTERED No. 12932 LAND SURVEYOR

Austin Surveying Co. Inc.
7700 McKinley Avenue
633-4007
633-5121

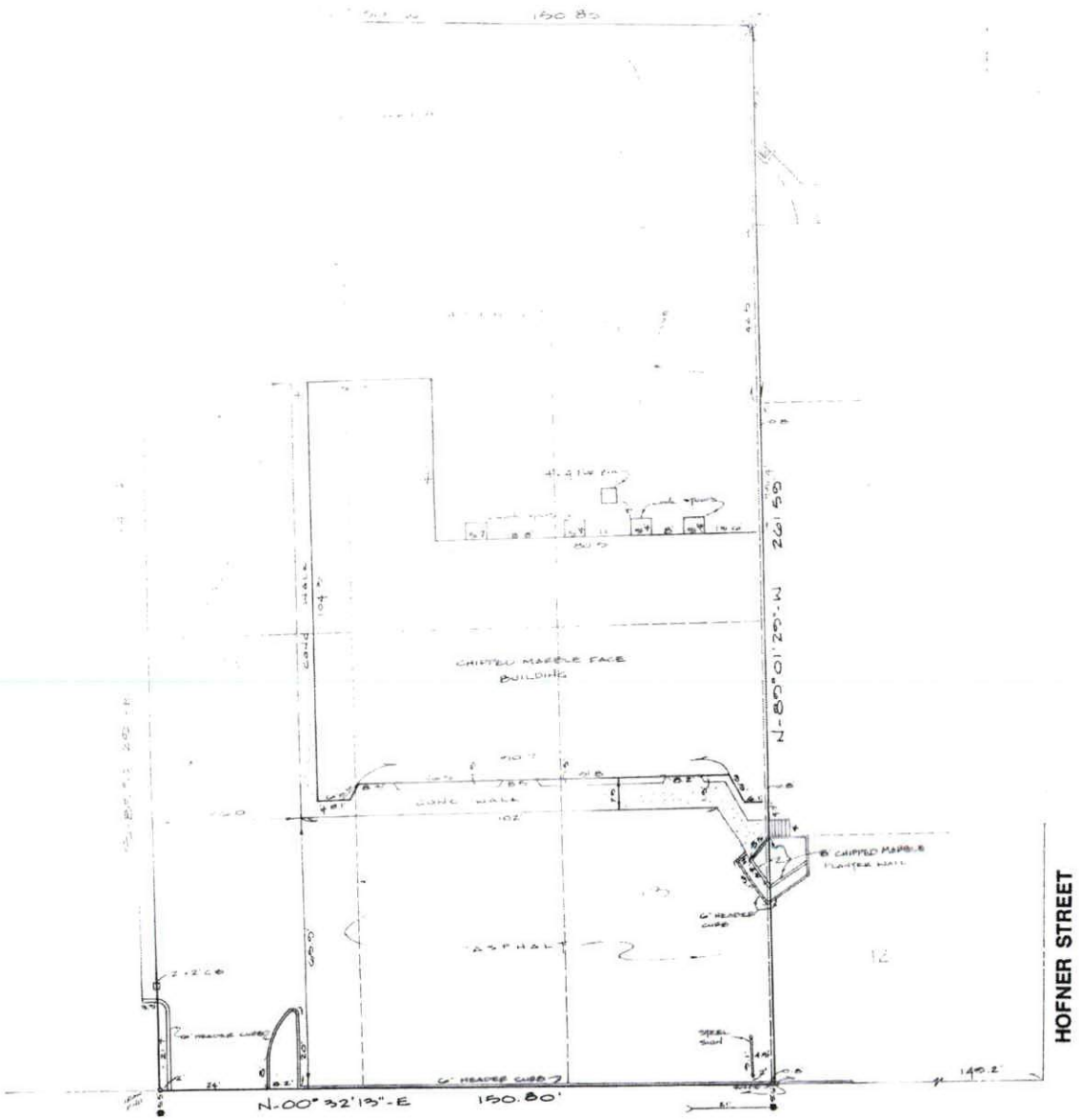
Scale: 1"=40'
Drawn: R.D.H.
Date: 12-5-85



PROPOSED COMPLEX FOR:
LOT NOS. 7-12, BLOCK 48
PINEHURST, DELANEY
ADDITION TO SPRINGHILL

1ST PHASE OF:
"SQUARE ONE"
HILLCREST ROAD
MOBILE, ALABAMA

NSEDALE AVENUE (60'R/W)



HILLCREST ROAD (100'R/W)

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".

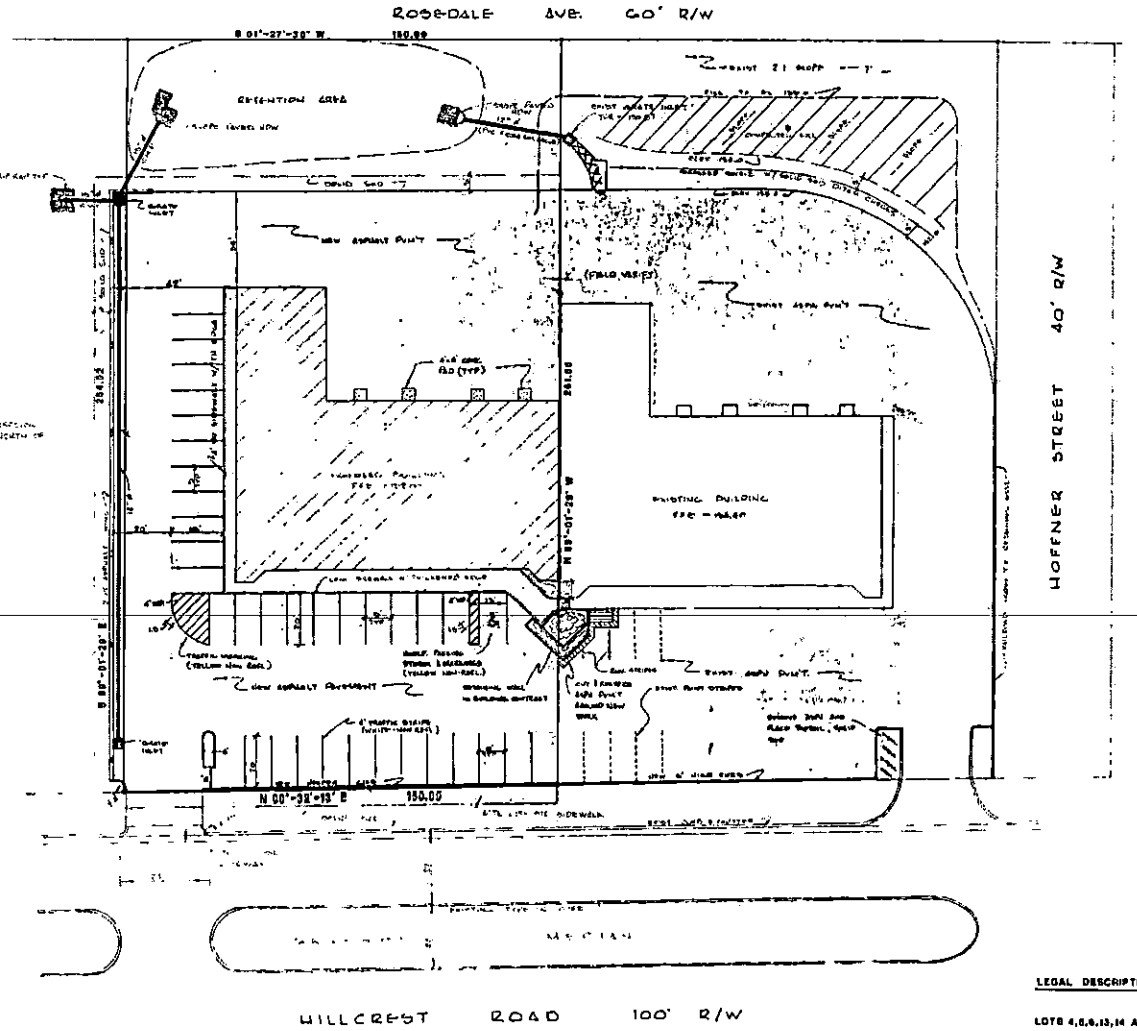
ACCORDING TO MY SURVEY, THIS THE 16TH DAY OF SEPTEMBER, 1987.

Mikell D. Speaks
ALABAMA REGISTRATION NO. 9127

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

Mikell D. Speaks & Associates
Consulting Engineers, Incorporated
732 Oak Circle Drive West
Mobile, Alabama 36609
Telephone: (205) 666-4646

Job # 87-840/F & F 505, 506



GENERAL NOTES:

1. ALL CONSTRUCTION ON THE PROJECT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF ALABAMA HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
2. ALL WORK WITHIN CITY STREETS SHALL BE COORDINATED WITH THE ... REQUIREMENTS TO UTILITIES SHALL BE COORDINATED WITH THE ... WORK AREAS SHALL BE BACKFILLED AND REPAIRED IN ACCORDANCE WITH ... VOLUME 1.
3. LOCATIONS OF UNDERGROUND UTILITIES WITHIN THE CONSTRUCTION ... SHOWN HERE TAKEN FROM THE MOST AVAILABLE INFORMATION AND ... CONTRACTOR SHALL VERIFY THE SIZE, TYPE, MATERIAL, DEPTH AND ... PRIOR TO STARTING CONSTRUCTION FOR OR CROSSING UTILITIES.
4. TEMPORARY CONSTRUCTION FENCING SHALL BE PROVIDED BY THE ... SITE DURING CONSTRUCTION, AND SHALL REMAIN AS NECESSARY ... FENCE SHALL BE CONSTRUCTED AND MAINTAINED THROUGHOUT ...
5. AREAS WITHIN RETENTION AREA SHALL BE CLEARED AND GRUBBED ... NEW CONSTRUCTION. ... ALL BOTTOM GRADED AREAS SHALL BE ... ON THE SITE IN AREAS NOT TO BE DISTURBED BY THE ... CONSTRUCTION. GRADED AREAS SHALL BE SCARIFIED AND ... COMPACTED THOROUGHLY, AND PREPARED FOR SEEDING, ... FAILED FOR BY THE ENGINEER OF RECORD.
6. ALL EXCESS MATERIAL OR EXCAVATION FROM VARIOUS ... THE CONTRACTOR, DEBRIS FROM DEMOLITION OR OTHER ITEMS ... OF OFFSITE BY THE CONTRACTOR. IF ROCK, SHALL NOT BE ... DISCOVERED ON THE SITE, ANY ROCK EXCAVATION ... FOR THE LUMP SUM AMOUNT SHALL BE PROVIDED BY THE CONTRACTOR.
7. AFTER COMPLETION OF ALL CONSTRUCTION, THE SITE SHALL BE ... SEEDED, AND MULCHED AREAS MIXTURE SHALL BE AS SPECIFIED ... MIX "A" SHOWN IN SECTION 860 OF THE STATE HIGHWAY DEPARTMENT ... SHALL BE HAY MULCH APPLIED AT A RATE OF ... TONS PER ACRE.
8. SOLID SOD SHALL BE PLACED AS FOLLOWS
   a) COMPLETE COVERAGE OF DESIGNATED AREAS.
   b) 2' WIDE ALONG EDGE OF ALL NEW CONCRETE OR ASPHALT PAVEMENT ... WITH THE PROJECT LIMITS.
   c) 2' WIDE x 10' LG. STRIPS MEASURED PERPENDICULAR TO THE CURB, ... PLACED AT 5 (...) O.C. ALONG BACK SIDE ... SOD SHALL BE PLACED ...
9. NEW GAS SERVICE LINES, TAPS, AND MAINS TO BE INSPECTED BY ... VALVES TO BE FURNISHED AND INSTALLED BY CONTRACTOR ... BY UTILITY COMPANY. CONTRACTOR SHALL MAKE APPLICATION, ... METER, TAP AND OTHER MISCELLANEOUS FEES TO OBTAIN SERVICE ... THEIR COMPLETE CONSTRUCTION FROM METER LOCATION FROM ...
10. WATER LINES SHALL BE CONSTRUCTED OF ... OF COLOR, DETECTION TAPE, "CAUTION TAPE" OR LOCK, ... ALL ...

    SANITARY SEWER LINES SHALL BE CONSTRUCTED OF ... SHOWN ON THE DRAWINGS.

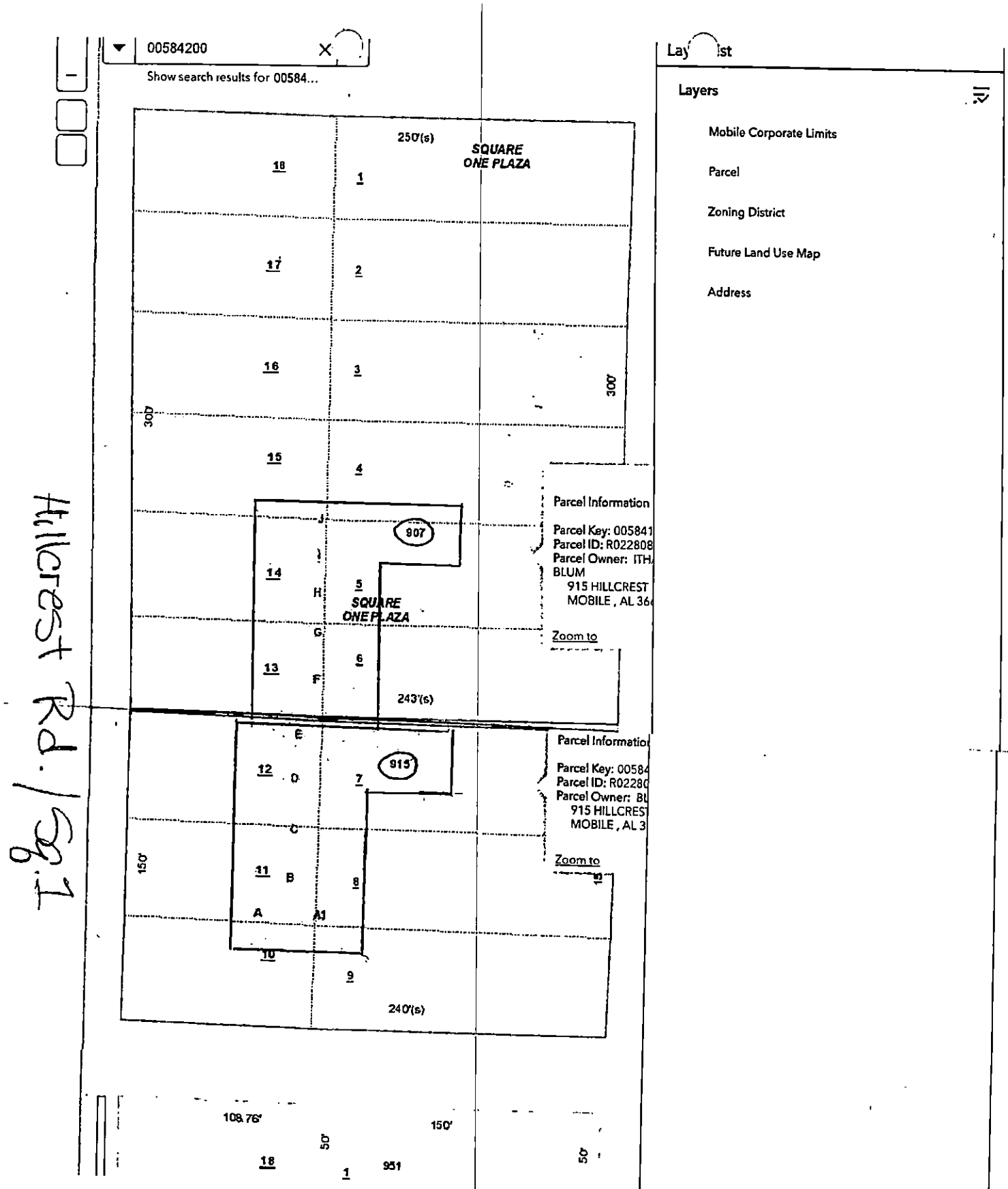
    SEE SPECIFICATIONS FOR ...
11. ALL CONCRETE STORM DRAINAGE ... P.V.C. STORM DRAIN PIPE ...

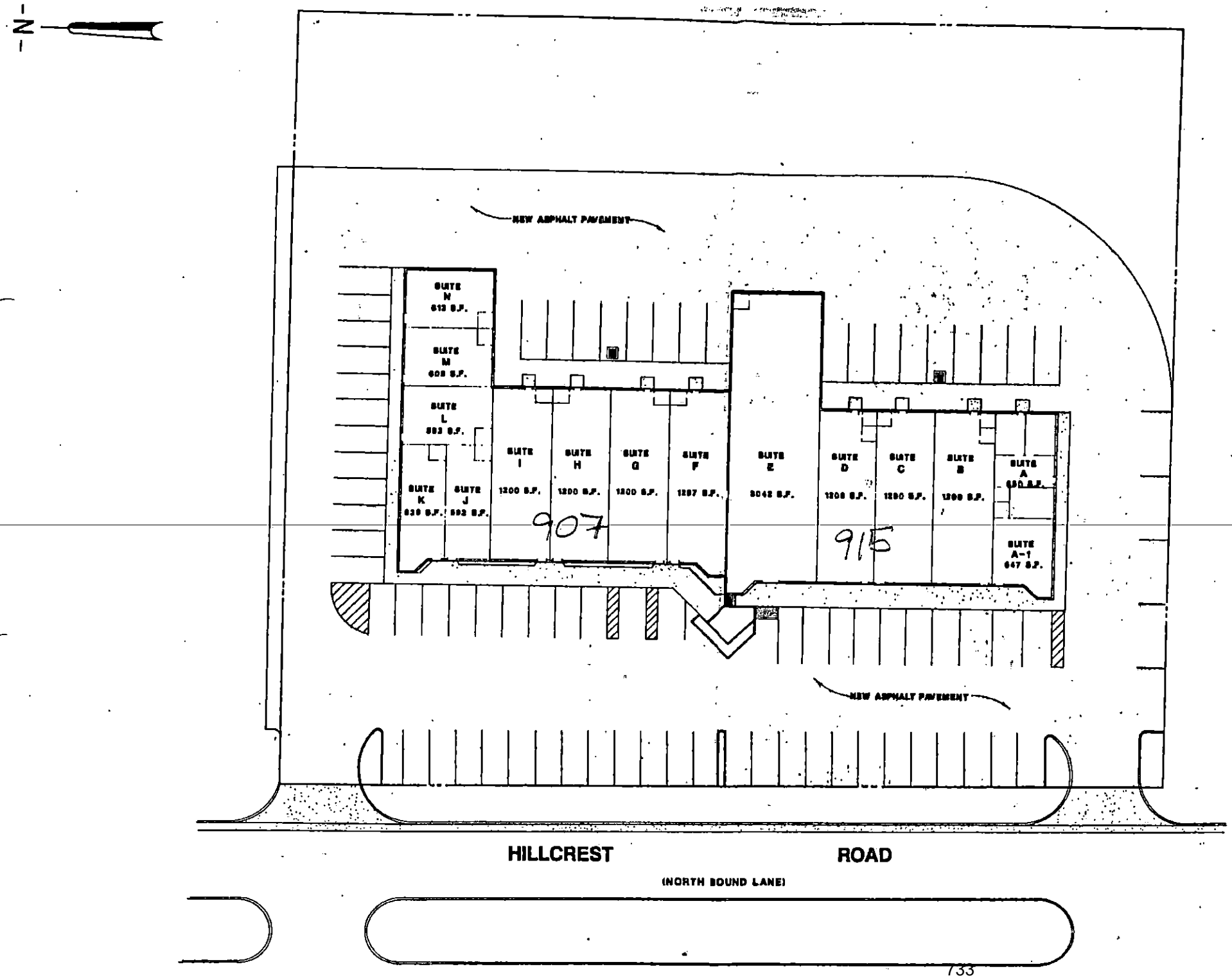
NOTE:

LEGAL DESCRIPTION:

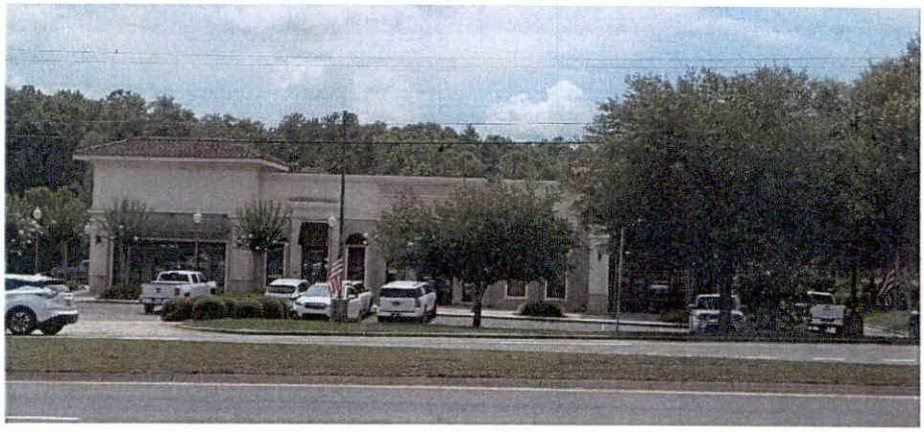
LOTS 4,8,9,13,14 AND 15 OF BLOCK 48 PINEHURST SUBDIVISION AS RECORDED IN DEED BOOK 138, PAGES 116-132

MIKELL D. SPEAKS & ASSOCIATES · CONSULTING ENGINEERS, INCORPORATED					SQUARE FEET
DRAWN BY	DATE AUGUST 1986	732 OAK CIRCLE DRIVE WEST · MOBILE, ALABAMA	JOB NO. 86-334 P.O.# 505	SCALE 1 = 20'	FLOOD RETENTION PLAN


00584200
Show search results for 00584...
Layers
Mobile Corporate Limits
Parcel
Zoning District
Future Land Use Map
Address
250'(s)
SQUARE ONE PLAZA
18
1
17
2
16
3
300'
15
4
907
14
5
SQUARE ONE PLAZA
13
6
243'(s)
915
12
7
11
B
8
A
A1
10
9
240'(s)
Parcel Information
Parcel Key: 005841
Parcel ID: R022808
Parcel Owner: ITH
BLUM
915 HILLCREST
MOBILE , AL 36
Zoom to
Parcel Information
Parcel Key: 00584
Parcel ID: R02280
Parcel Owner: BL
915 HILLCREST
MOBILE , AL 3
Zoom to
150'
108.76'
50'
951
Hillcrest Rd.


N
NEW ASPHALT PAVEMENT
SUITE N 613 S.F.
SUITE M 608 S.F.
SUITE L 593 S.F.
SUITE K 630 S.F.
SUITE J 593 S.F.
SUITE I 1200 S.F.
SUITE H 1200 S.F.
SUITE G 1200 S.F.
SUITE F 1297 S.F.
SUITE E 3043 S.F.
SUITE D 1208 S.F.
SUITE C 1200 S.F.
SUITE B 1200 S.F.
SUITE A 650 S.F.
SUITE A-1 647 S.F.
907
915
NEW ASPHALT PAVEMENT
HILLCREST ROAD
(NORTH BOUND LANE)

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 REEECK 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

APPLICANT NAME Square 1 Plaza

SUBDIVISION NAME Square 1 Plaza Subdivision

LOCATION 915 and 907 Hillcrest Road
(East side of Hillcrest Road, at the West terminus of Timbers Drive).

CITY COUNCIL DISTRICT Council District 6

PRESENT ZONING B-2, Neighborhood Business District

PROPOSED ZONING B-3, Community Business District

AREA OF PROPERTY 3 Lots / 2.5± Acres

CONTEMPLATED USE 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

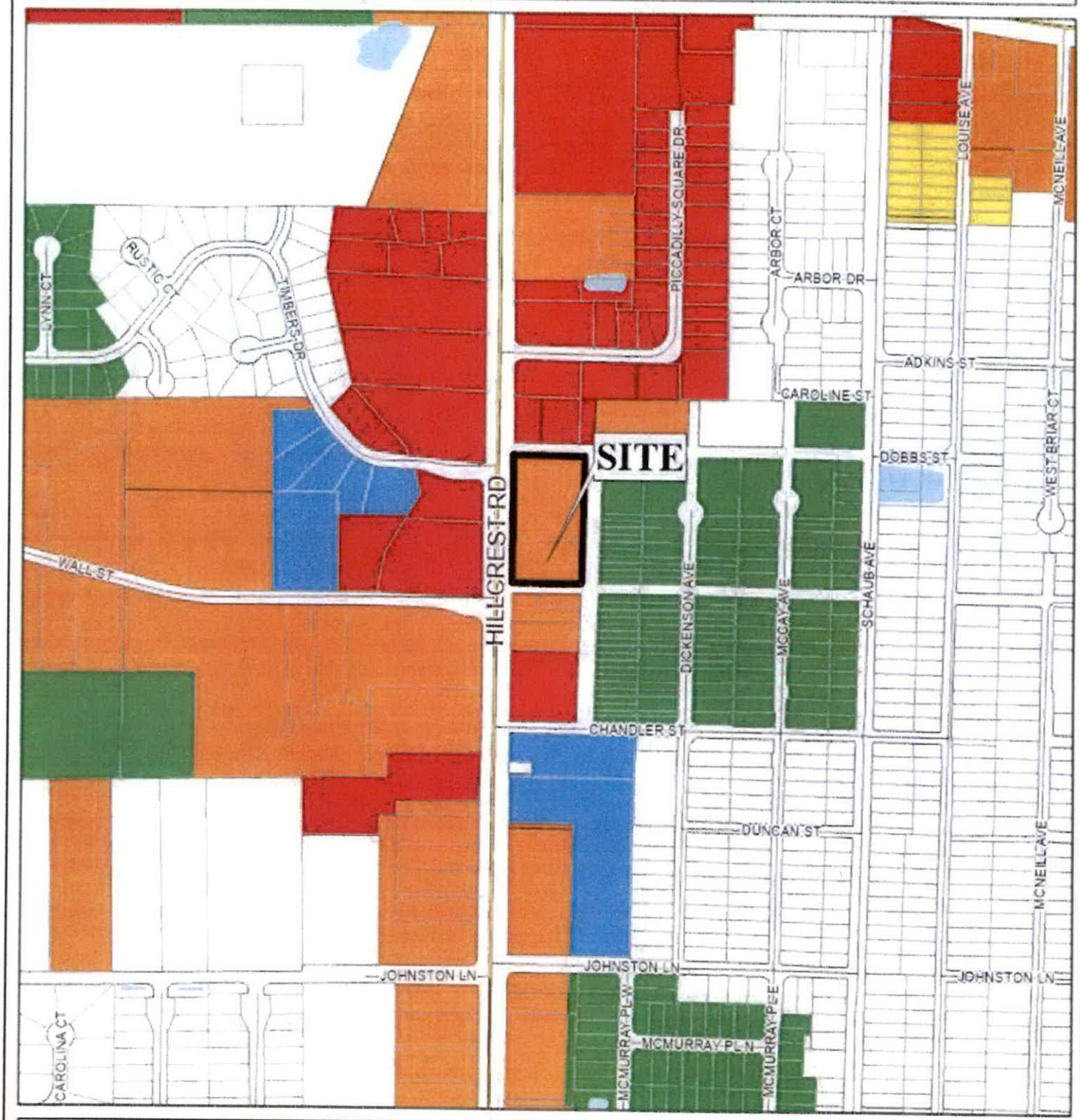
APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE July 21, 2022

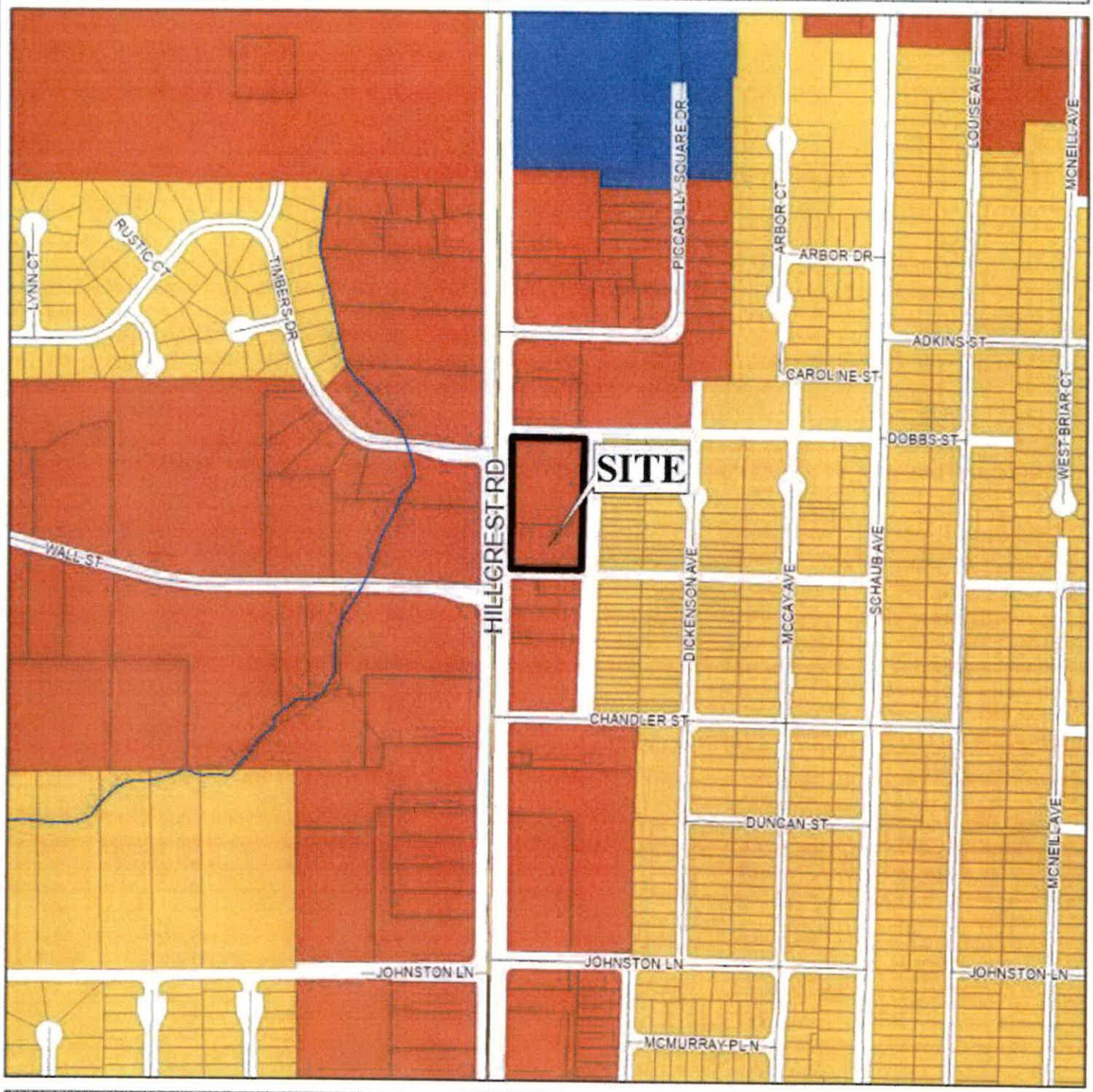
APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE July 21, 2022

APPLICANT Square 1 Plaza

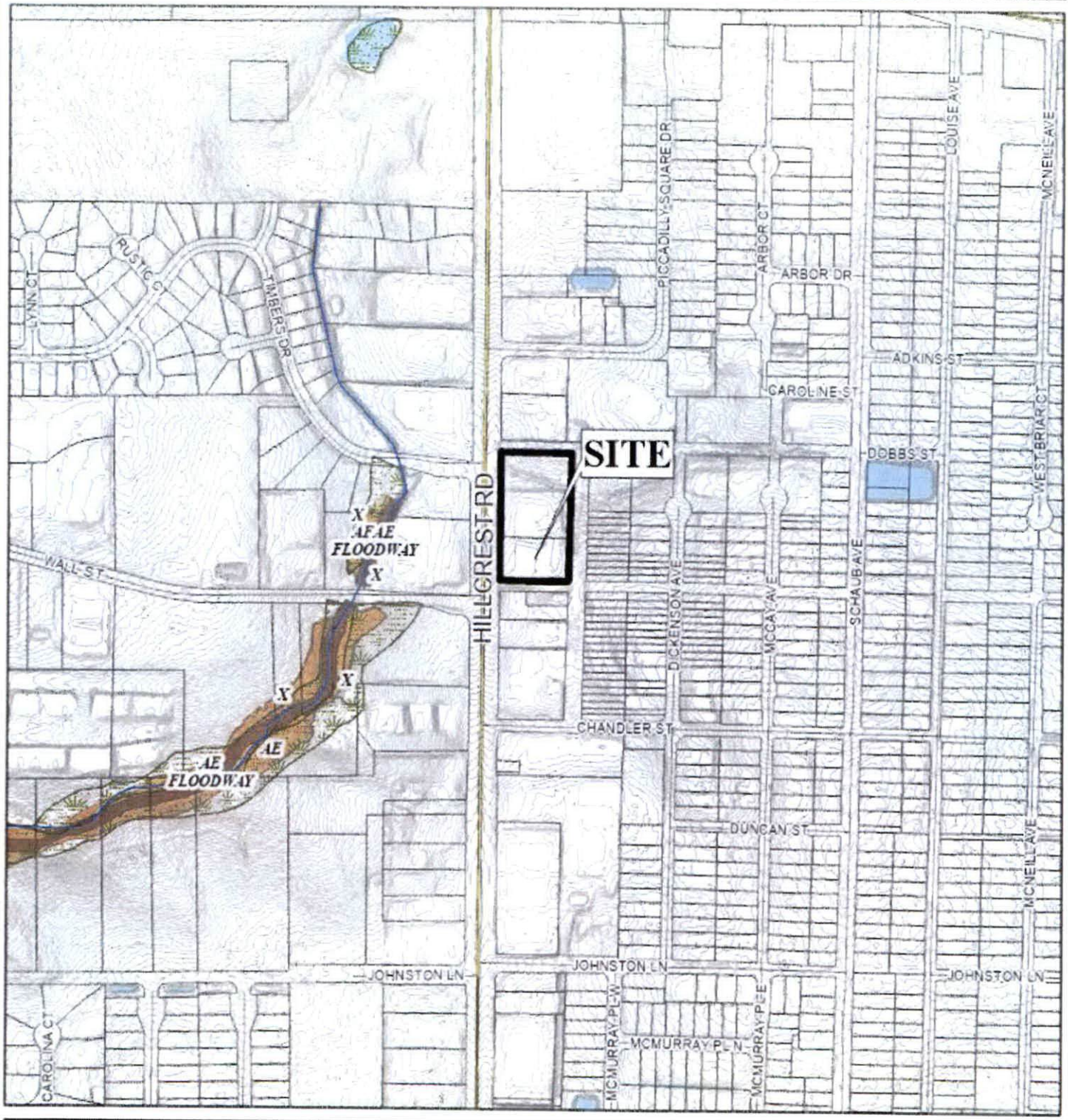
REQUEST Subdivision, Rezoning

Layer2
- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 7 DATE July 21, 2022

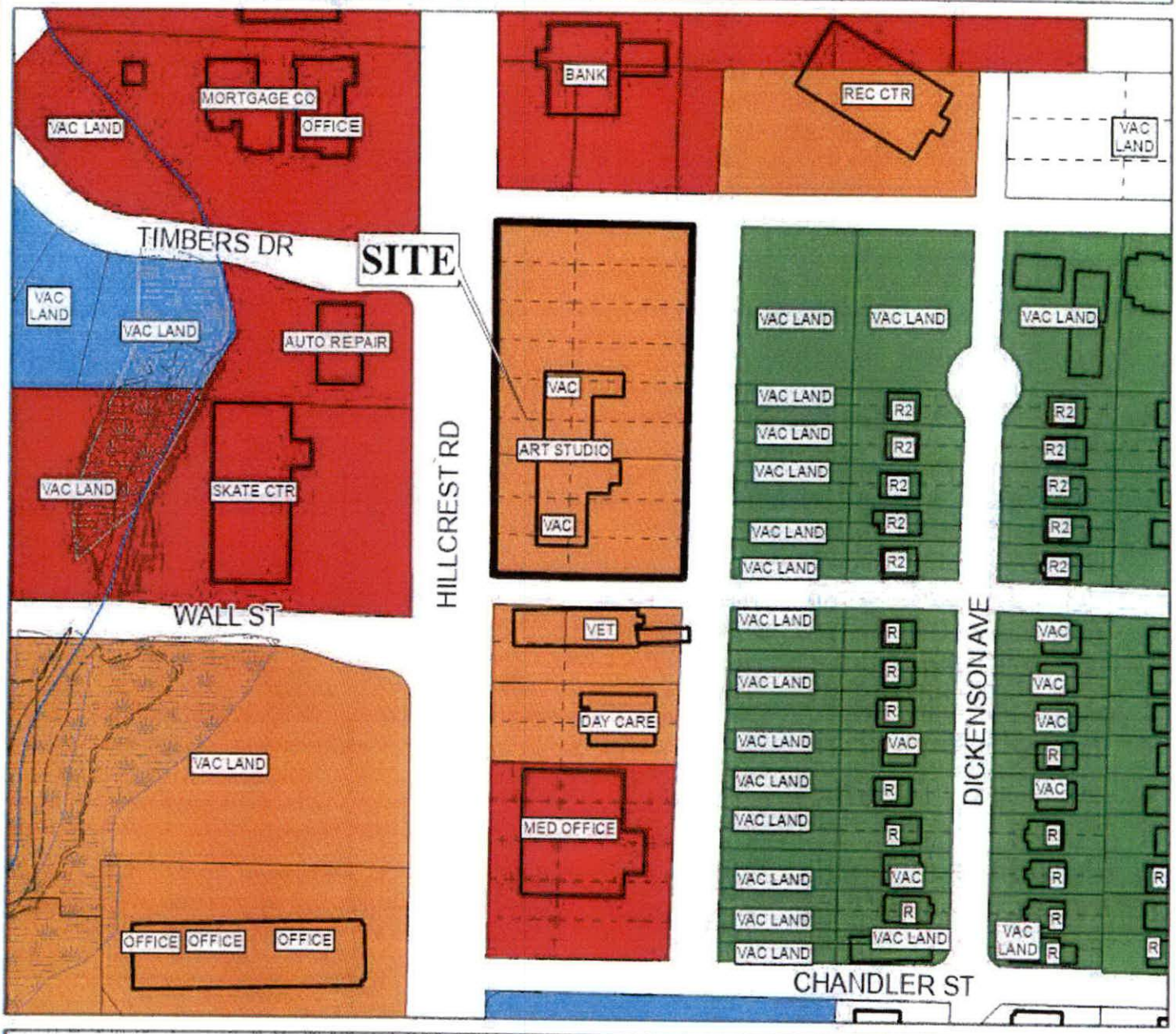
APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning

N

NTS

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

N

NTS

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

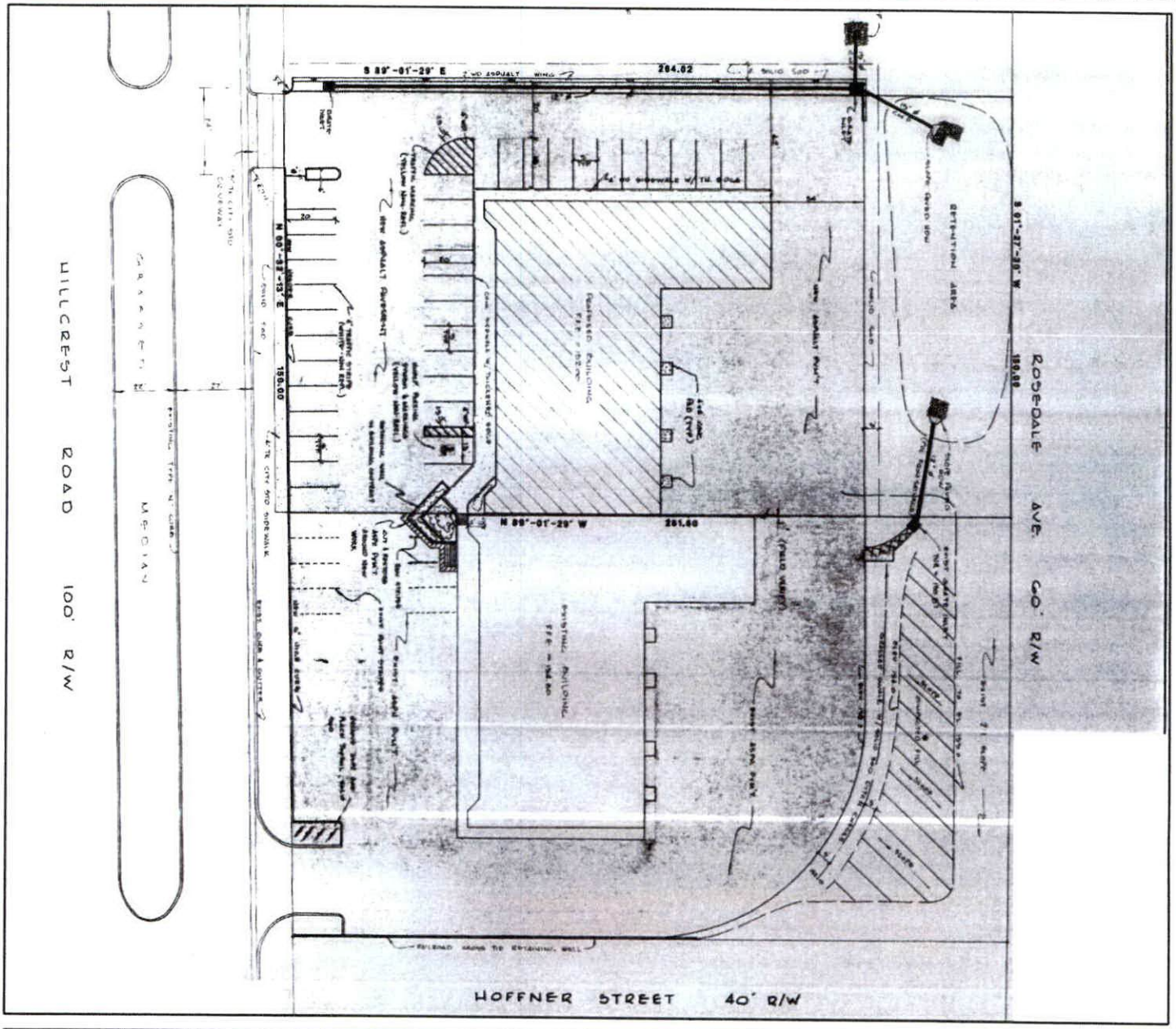
APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning

N

NTS

SITE PLAN



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

APPLICATION NUMBER 7 DATE July 21, 2022

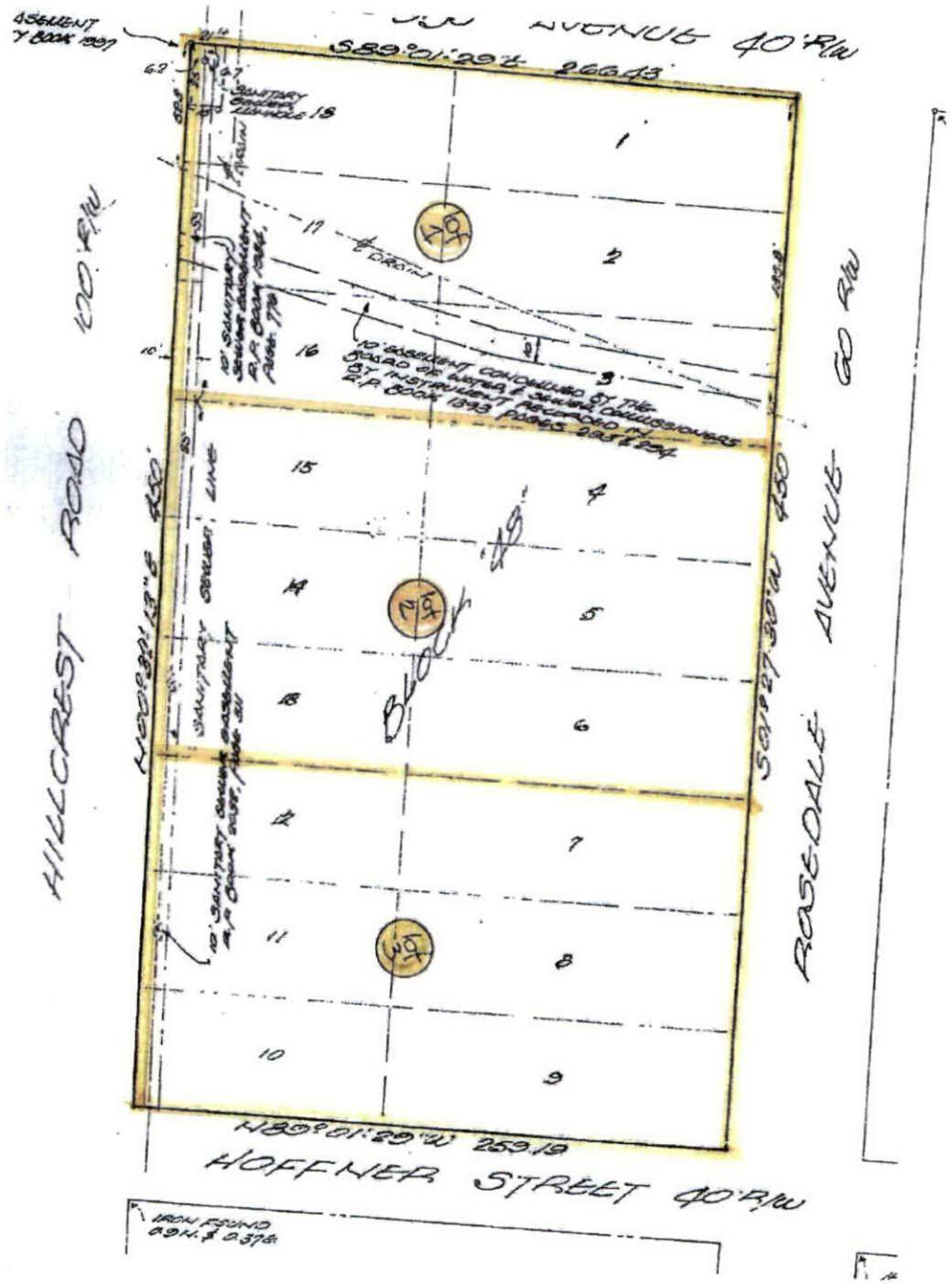
APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE July 21, 2022

APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning

N

NTS