AGENDA
MOBILE CITY COUNCIL MEETING

Monday, July 24, 2023, 10:30 AM

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

   Percy Harris, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **COMMUNICATIONS FROM THE MAYOR**
7. **MONTHLY FINANCE REPORTS**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Michael Davis for a waiver of the Noise Ordinance on Dauphin Street on July 28-30, August 4-6, August 11-13, August 18-20, and August 25-27, 2023 from 8:00 a.m. - 10:00 p.m. (District 2).

   Request of Michael Duncan for a waiver of the Noise Ordinance at Medal of Honor Park on August 6, 2023, from 12:00 p.m. - 3:00 p.m. (District 6)

10. **PUBLIC HEARINGS**

    Public hearing to declare the structure at 2559 Dohm Street a public nuisance and order it demolished (District 1).

    Public hearing to declare the structure at 406 Michigan Avenue a public nuisance and order it demolished/secured (District 2).

    Public hearing to declare the structure at 559 Plum Street a public nuisance and order it demolished (District 2).

    Public hearing to declare the structure at 7138 Eleventh Street a public nuisance

and order it demolished (District 7).

Public hearing to consider the application of the Friends of African American Heritage Trail, Inc. to operate a shuttle service.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Reggie Hill - Concerns regarding Ladd-Peebles Stadium, ARP, FY 24 Budget, and ordinance 02-032.

Marion Dyas - Ask the Council to consider implementing a prayer gathering on New Years Day.

12. ORDINANCES HELD OVER

02- 032 Amend Sections 2-62, "Communications with Council" and 2-63, "Decorum" (sponsored by City Council) (submitted by Michael Linder, Council Attorney).

13. CONSENT RESOLUTIONS HELD OVER

40-743 Declare the structure at 1005 Texas Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

03-742 Appoint Cartledge Blackwell, Abby Davis, Catarina Echols, Stephen Howle, Karrie Maurin, Stephen McNair, G. Cameron Pheiffer-Traylor, Barja Wilson, and Jennifer Roselius to the Architectural Review Board (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

58-744 Assess Cost for removal of weeds Repeat Weed Lien Group 61.

37-764 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to Office West Tavern, 4070 Government Boulevard (sponsored by Councilmember Reynolds).

03-793 Concur in the appointment of Dr. Mary Stewart Nelson to the AltaPointe Health System, Inc. Board (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

14. CIP RESOLUTIONS HELD OVER

21-768 Authorize contract with Integrity Maintenance, LLC for HVAC & electrical at the Michael C. Dow Amphitheater sound room at Trinity Gardens; $42,500.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-769 Authorize contract with Integrity Maintenance, LLC for interior improvements and new ADA ramp at the Hope Community Center; $193,600.00

(sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-770 Authorize contract with Christian Preus Landscape Architecture, PLLC for Phase 2 improvements at Lyons Park; $64,250.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

15. RESOLUTIONS HELD OVER

08-771 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-772 Approve purchase orders for fuel for the WAVE Transit System (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-773 Approve purchase order to Hughes 390 Services, LLC to clear stormwater ditch at Coca Cola Road; $28,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-774 Approve purchase order to Armag Corporation for explosive storage magazine for MPD; $22,993.42 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-775 Approve purchase order to Deere & Company for utility tractor for Public Services Dept.; $33,861.47 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-776 Approve purchase order to Mobile Communications America, Inc. for hand-held radar guns; $17,845.86 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-777 Re-allocate $382,291.58 from unassigned fund balance in the General Fund to the Convention Center account Contributed Contracted Service to pay special assessment required by the Baseline Services Agreement (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects Administration).

09-778 Re-allocate funds from the Unassigned Fund Balance in the General Fund to various capital projects in the Capital Improvements Fund; $2,000,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects Administration).

09-779 Re-allocate funds from Cruise Terminal Gangway Improvements to Cruise Terminal Cathodic Protection; $600,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-780 Authorize contract with Thomspon Engineering, Inc. for city wide bridge

inspections; $289,990.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, District 6, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-781 Authorize Contract with Cowles, Murphy, Glover & Associates, Inc. for an environmental study, design and maintenance of jetties at McNally Park; $83,000.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-782 Authorize contract with Morrow Contracting, Inc., d/b/a Advanced Service Plus Plumbing Company, for plumbing services at various City facilities; not to exceed $100,000.00 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-783 Authorize contract with Samsara, Inc. for fleet dash camera services; $646,426.00 (sponsored by Mayor Stimpson) (submitted by Daniel Davis, Risk Mgmt. and Marc Vassallo, Public Services Dept.).

21-784 Authorize contract with Osprey Initiative, LLC for development and delivery of litter-free education; $35,000.00 (sponsored by Mayor Stimpson) (submitted by Casi Calloway, Resiliency Dept.).

25-785 Accept an easement agreement from MAWSS to provide construction of the trail for Three Mile Creek Greenway Trail segments (sponsored by Councilmembers Penn & Gregory and Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt. and Carleen Stout-Clark, REAM Dept.).

60-786 Authorize Settlement Agreement and Release of Claims; Clark (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-787 Authorize Settlement Agreement and Release of Claims; Jones (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-788 Authorize Settlement Agreement and Release of Claims; Nagy (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

16. ORDINANCES BEING INTRODUCED

01-033 Ordinance to amend Section 44-75(d) of the Mobile Municipal Code, "Creation of an Architectural Review Board" (sponsored by Councilmember Carroll) (submitted by Michael Linder, Council Attorney).

34-034 Ordinance to Amend Ordinance 34-028-2012 to Extend and Renew the Capital Improvement Program (sponsored by Councilmembers Penn, Carroll, and Small) (submitted by Ricardo Woods, City Attorney).

88-035 Ordinance deeming property at 109 Jefferson Street not now needed for public or municipal purposes and authorizing the sale (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

17. CONSENT RESOLUTIONS BEING INTRODUCED

37-794 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class II (Package Store) License to Revive Liquor and Smoke, 5803 Old Shell Road (sponsored by City Council).

40-795 Declare the structure at 2559 Dohm Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-796 Declare the structure at 406 Michigan Avenue a public nuisance and order it demolished/secured (sponsored by Councilmember Carroll).

40-797 Declare the structure at 559 Plum Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-798 Declare the structure at 7138 Eleventh Street a public nuisance and order it demolished (sponsored by Councilmember Gregory).

60-799 Determine an appropriation to Country Club Village Civic Association serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-800 Determine an appropriation to Princeton Woods Homeowners Association, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

18. RESOLUTIONS BEING INTRODUCED

09-801 Transfer funds from General Fund Engineering Professional and Technical to Performance Contracts for Events Mobile for the Moon Pie Drop; $140,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects and Celia Sapp, Finance).

21-802 Authorize contract with Thompson Engineering, Inc., for N. Washington Ave. street and culvert repairs; $80,500.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-803 Authorize a contract with First Hopewell Missionary Baptist Church to repair and complete installation of sidewalks on Shelby Street; $19,500.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

37-804 Consider approval of a Certificate of Public Convenience and Necessity to Friends of African American Heritage Trail, Inc. to operate a shuttle service.

60-805 Authorize Settlement Agreement and Release of Claims; Bradley (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-806 Authorize Settlement Agreement and Release of Claims; Cuccias

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

60-807 Authorize Settlement Agreement and Release of Claims; Harvell (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

19. CALL FOR PUBLIC HEARINGS

41-808 Call for public hearing to rezone property located at 1408 Saint Stephens Road and 212 North Lafayette Street from R-1 and B-2 to B-1 (scheduled for August 29, 2023) (District 1).

41-809 Call for public hearing to rezone property located at north side of Old Shell Road, 340' +/- east of Cosgrove Drive from R-1 to B-1 (scheduled for August 29, 2023) (District 2).

41-810 Call for public hearing to rezone property located at 3901 Cottage Hill Road from B-1 to R-1 (scheduled for August 29, 2023) (District 4).

41-811 Call for public hearing to consider the application of Ophir Transit, Inc. for a Certificate of Public Convenience and Necessity to operate a non-emergency medical transportation service (scheduled for August 8, 2023).

20. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/20/2023 - 12:26 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Davis	Cover Memo	7/20/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/20/2023 - 1:33 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: Michael Davis
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-390-9686 Cell Number: —

Organization (if applicable) _____

Mailing Address of Applicant 4497 Canterbury Rd Lot #4 - 36619

Telephone No. _____ E-mail address michaele76dav@gmail

Location or address of event where amplification will be used:

8/4-8/6 8/18-20 8/25-8/27

Date of Event: 7/28-7/30 8/11-8/13 Starting Time: 8 AM Ending Time 10 PM

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

Type of Event: live music - Dauphin St.

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:7/24/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

City Council

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Duncan	Cover Memo	7/20/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	7/20/2023 - 12:46 PM

2023 JUL 20 AM 11:42

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: Michael Duncan
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-379-1989

Organization (if applicable) Dayspring Baptist Church

Mailing Address of Applicant 2200 Cody Rd S Mobile 36695

Telephone No. 251-633-0250 E-mail address MDuncan@dayspring.church

Location or address of event where amplification will be used:
Medal of Honor Park - Bicentenial Pavilion

Date of Event: 8/6/23 Starting Time: 12pm Ending Time 5pm

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

Type of Event: Church Family Day

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:7/24/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/20/2023 - 1:42 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/20/2023 - 1:45 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/20/2023 - 1:48 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/20/2023 - 1:51 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

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

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/11/2023 - 2:15 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	7/20/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	7/20/2023 - 1:54 PM

FW: 7/24 Agenda

Gauthier, Lana <lana.gauthier@cityofmobile.org>
Thu 7/20/2023 1:47 PM

To:Leverette, Tiereney <tiereney.leverette@cityofmobile.org>

Please add reggie.

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, July 20, 2023 1:51 PM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Subject: 7/24 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Greetings! I hope that all is well. This is a formal request to be added to the upcoming Agenda. I will address the following:

* 02-032
* Ladd-Peebles Stadium
* ARP
* FY24 Budget

Thank you for your attention to this matter and for your unwavering service to our City!

Kindest Regards,

Reggie

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

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Dyas	Cover Memo	7/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	7/19/2023 - 2:36 PM

CITY CLERK DEPARTMENT
2023 JUL 13 PM 3:35

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Marion Dyas Date: 7/13/2023

Address: 11210 Weeks Bay Rd

Phone: 251-278-4884 Email: MarionDyas4@gmail.com

Date to Address City Council: ~~7/18/2023~~ 7/24/23

Subject and/or specific questions (must complete): I'd like to ask for the Council's consideration in adopting and implementing a new Mobile Tradition of a prayer gathering on New Years Morning at Waterfront Park. This would be

How does this pertain to city business (must complete): ecumenical, multi denominational prayer Service New Years Day. This would be an acknowledgement & Thanksgiving for what life on Mobile Bay & Waterfront means to all residents & visitors to Mobile & Baldwin County & gathering to ask blessings during the New Year.

Signature: Marion Dyas

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Michael Linder, Council Attorney

Sponsored by:

Councilmember Small

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

ATTACHMENTS:

Description	Type	Upload Date
ordinance	Cover Memo	7/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/13/2023 - 4:07 PM

AMEND SECTIONS 2-62 "COMMUNICATIONS WITH COUNCIL AND 2-63 "DECORUM" OF THE MOBILE CITY CODE

Sponsored by: City Council

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

SECTION ONE: Mobile City Code Sections 2-62 and 2-63 are hereby amended and restated in full as follows:

Sec. 2-62 – Communications with Council at Council Meetings

(a) *Presentations of petitions and other communications to the council:*

(1) Interested parties or their authorized representatives wishing to address the council on non-agenda items (items not included on the agenda) must submit in writing to the city clerk a request to address the council with their name, address, and identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient - the request must contain enough information so that the council will have enough information to adequately respond if desired. The written communication must relate to city government and must be received by the city clerk on or before 2:00 p.m. the Thursday preceding the regular council meeting at which the person desires to speak. Persons who do not provide the required information in their request will not be called on to address the council unless allowed by a super-majority vote of the council.

(2) Interested parties or their authorized representatives wishing to address the council on items included on the agenda for a regular council meeting must sign in with the city clerk with their name, address, and identify the specific agenda item(s) to be addressed prior to the start of the regular council meeting.

(3) In the event a regular council meeting is conducted remotely, interested persons or their authorized representatives wishing to address the council on items included on the agenda for a regular council meeting must submit in writing to the city clerk a request to address the council at such remote

meeting with their name, address, and identify the specific agenda item(s) to be addressed, which written request must be received by the city clerk at least 24 hours preceding the remotely conducted meeting.

(4) Each person from the general public addressing the council on either agenda or non-agenda items, when called, shall step up to the podium or other location provided to address the council and, prior to making any other comments, give their name in an audible and clear tone of voice for the record.

(5) Each person addressing the council on either agenda or non-agenda items shall be limited to a total of three (3) minutes on all subjects, provided that a single one (1) minute extension shall be granted upon the request of any council member. No further extension shall be allowed except by permission granted by super-majority vote of the council. Persons addressing the council may not share or reserve time. Upon the expiration of the allotted time the person speaking shall return to their seat or exit the council chambers. No one may address the council on agenda or non-agenda items at consecutive meetings, except public hearings or appeals.

(6) There shall be no dialogue between the person addressing the council and any individual council member.

(7) After the person addressing the council has returned to their seat or exited the council chambers, the presiding officer shall ask if any councilmember or member of the City administration wishes to respond to the speaker's comments or ask questions of the speaker.

(b) *Public hearings or appeals.* Where required by law, or by unanimous consent of the council, public hearings on matters before the council, or appeals to the council (excluding appeals for waiver of the noise ordinance), shall be held by the council at which taxpayers, residents of the city, other interested parties, or their authorized legal representatives, shall be permitted to present oral statements for or against the matter made a subject of the hearing or appeal. Requests to appear at such a public hearing or appeal may be filed in writing in advance with the city clerk and shall include the speaker’s name and address. The city clerk shall refer the same to the president of the council prior to the hearing or appeal. Persons making requests in writing shall, together with witnesses requested to appear by the council, be heard prior to other persons who appear at the hearing or appeal. Each person addressing any public hearing or appeal without submitting a written request shall, when called, step up to the podium and give their name in an audible tone of voice for the record. No person shall speak more than five (5) minutes on the subject, and rebuttal speakers shall be limited to two (2) minutes, after an issue has been discussed by

both sides, except by permission granted by majority vote of the council. Those speaking on the subject will be limited to four (4) spokespersons on each side (for or against) of the issue, unless permission is granted by unanimous consent of the councilmembers present to allow others to speak. Speakers will be determined by the chronological order in which they signed up to speak. Speakers may not share or reserve speaking time. The president must notify each speaker, before they have begun to speak, that said speaker will be limited to five (5) minutes on the subject, and additionally must also notify rebuttal speakers, before said speaker has begun to speak, that they will be limited to two (2) minutes on the subject. All persons wishing to address the council shall be required to register with the city clerk prior to the meeting, including their name and address, and listing with specificity the subject matter to be discussed and whether they are for or against the matter subject to the hearing or appeal.

(c) *Communication with committees.* Taxpayers or residents of the city or their authorized legal representatives may, at the option of the committee chair, be permitted to orally address any committee of the council on any matter referred to that committee. Requests to appear before a committee of the council shall be filed with the city clerk and include the name and address of the speaker. The city clerk shall refer the same to the chairman of the committee. The chairman of the committee may call a meeting of the committee to hear the matters presented, or shall bring the matter before the council to set a time and place for a public hearing.

(d) *Violations of council rules and disruptive behavior.* Any member of the public present in the council chambers during a meeting who engages in loud, boisterous, or offensive conduct, or other conduct detailed in section 2-63 below, that disrupts the meeting is subject to removal from the council meeting and/or a ban on attendance at future council meetings. Any person who engages in such behavior shall be asked by the presiding officer to come to order and warned they may be subject to removal. If the person(s) continue in said behavior, it shall be in the discretion of the sergeant-at arms to remove them with or without a request by the presiding officer. Members of the council may bring to the presiding officer's attention any disruptions they believe to be occurring via point of order. When such a point of order is made, the presiding officer shall have the discretion to issue the warning described in this section.

(e) *Bans on attendance for disruptive behavior.* Any person who is warned by the presiding officer under the previous subsection (d), whether they were actually removed from the meeting or not, may in the presiding officer's discretion be subject to a ban on attendance at future council meetings. For a first offense, the ban shall be not more than thirty (30) days. For a second offense, the ban shall be not more than sixty (60) days. For any subsequent offenses, the ban shall be not more than one-hundred twenty (120) days. Any person subject to a ban shall not enter the

council chamber during or immediately prior to the meeting. The sergeant-at-arms has the power to enforce this provision and serve as complainant for any charges related to same so long as they witnessed the behavior at issue.

(f) *Arrest for disorderly or contemptuous behavior.* In addition to the foregoing, and to the extent contemplated in ALA. CODE § 11-43-163, anyone who is warned, removed, or subject to a ban for disorderly or contemptuous behavior at a meeting may be punished by arrest and imprisonment not exceeding twenty-four (24) hours. The sergeant-at-arms, so long as they witnessed the disorderly or contemptuous behavior, may act as secretary and complainant for purposes of this section.

Sec. 2-63. - Decorum.

(a) While the council is in session, all cellular phones/pagers must be turned off to avoid distraction and interference with the sound system.

(b) While the council is in session, the members shall preserve order and decorum; and, a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the council nor disturb any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.

(c) Any person making personal, impertinent, or slanderous remarks or who shall become boisterous while the council is in session, shall be subject to section 2-62(d) above.

(d) No one is to display or wave signs of any sort or possess open umbrellas during the meeting. No one is to stand or linger in the aisles during the meeting. Food and drink are not permitted in the audience at the meeting. The sergeant-at-arms has the discretion to enforce violations of this subsection with or without warning or instruction from the presiding officer.

(e) The chief of police and/or those members of the police department present shall be and act as sergeant-at-arms of the council meetings. They may carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the meeting.

SECTION TWO: Miscellaneous.

(a) The provisions of this ordinance are severable. If any part of this ordinance is declared invalid, unconstitutional, or otherwise unenforceable by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(b) This ordinance shall be effective within the City of Mobile immediately upon its adoption and publication as required by law.

APPROVED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

7/11/2023

Funding Source

Project # 1005 Texas Street - ME-017-22 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1005 Texas Street	Cover Memo	7/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	7/3/2023 - 9:07 AM
City Clerk	Gauthier, Lana	Approved	7/6/2023 - 12:05 PM

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1005 TEXAS STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1005 TEXAS STREET** described as:

COM AT A PT WHERE S/L OF TEXAS ST INT W/L OF CHARLES ST RUN W ALG S/L OF TEXAS ST 75 FT TO POB TH CONT W ALG S/L OF TEXAS ST 25 FT TO A PT TH RUN S & PAR TO CHARLES ST 118 FT TO A PT TH RUN E & PAR TO TEXAS ST 25 FT TO A PT TH RUN N & PAR TO CHARLES ST 118 FT TO THE POB #SEC 38 T4S R1W #MP29 10 38 0 003

Parcel Number: 29 10 38 0 003 210.001

Last Assessed to: MASON WARREN W & SHIRLEY A

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

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

July 3, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 11, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1005 TEXAS STREET.** OWNED BY OR MAY HAVE AN INTEREST: **MASON WARREN W & SHIRLEY A** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 38 0 003 210.001
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

Flood Zone

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1005 Texas Street

Property Details			
Parcel Key	1996996	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N Outlook/Contributing
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	Y
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	02-21-22	Comments	

Property Score			
Score	85	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 3-7-22

Voted 3-1-1 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 05/17/2023

Property Address: 1005 Texas Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

Notice of Public Hearing
Application has been
made to the City's
Architectural Review Board
JUN 30 2023

JUN 30 2023

JUN 30 2023

JUN 30 2023

JUN 30 2023

JUN 30 2023

Affidavit of Mailed Notice

July 3, 2023

State of Alabama
County of Mobile

Subject Property – 1005 Texas Street.

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

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

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Warren and Shirley Mason
1915 South Belle Court Drive
Mobile, Alabama 36605

May 18, 2023

RE: **1005 Texas Street**
Project Number: ME-017-22

Dear Warren and Shirley Mason:

On May 17, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1005 Texas Street.

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

COM AT A PT WHERE S/L OF TEXAS ST INT W/L OF CHARLES ST RUN W ALG S/L OF TEXAS ST 75 FT TO POB TH CONT W ALG S/L OF TEXAS ST 25 FT TO A PT TH RUN S & PAR TO CHARLES ST 118 FT TO A PT TH RUN E & PAR TO TEXAS ST 25 FT TO A PT TH RUN N & PAR TO CHARLES ST 118 FT TO THE POB #SEC 38 T4S R1W #MP29 10 38 0 003

Parcel Number: 29 10 38 0 003 210.001

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

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

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

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

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

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

a) Repair the structures / and or building by **July 2, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **July 2, 2023,** provide the Code Official with a work plan to accomplish the repairs by **July 2, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **July 2, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on July 12, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1005 Texas Street ---3rd UPDATE--- Date: June 2, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 1, 2023

Per the Title Report, the owners are: Warren W. Mason and Shirley A. Mason

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS	NOTES
1 Warren and Shirley Mason 1915 S Belle Cour Dr Mobile AL 36605-3238	Owner Phone number 251-476-3485 Cell phone 251-458-4542
2 Warren and Shirley Mason 1005 Texas St Mobile AL 36604-3139	Subject property

TAX STATUS: Paid

Parties with recorded liens per Title Report:

Weed Lien filed by the City of Mobile vs. Warren W. Mason & Shirley A. Mason, recorded in Probate Court on 6/22/18, instrument # 2018035505.

Open Mortgages: None.

Lis Pendens

Lis Pendens filed by the City of Mobile vs. Warren W. & Shirley A. Mason, recorded in Mo. Co. Probate Ct. on 12/22/16, bk 7460 pg 1129.

Lis Pendens filed by the City of Mobile vs. Warren W. & Shirley A. Mason, recorded in Mo. Co. Probate Ct. on 10/13/17, instrument # 2017058565.

Lis Pendens filed by the City of Mobile vs. Warren W. & Shirley A. Mason, recorded in Mo. Co. Probate Ct. on 9/30/19, instrument # 2019057604.

Lis Pendens filed by the City of Mobile vs. Warren W. & Shirley A. Mason, recorded in Mo. Co. Probate Ct. on 9/16/19, instrument # 20190574766.

- Lis Pendens filed by the City of Mobile vs. Warren W. & Shirley A. Mason, recorded in Mo. Co. Probate Ct. on 03/23/2022, instrument # 2022021410.

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the nomination and appointment of individuals to serve on the Architectural Review Board

Amount of Contract:
n/a

Effective Date of Contract:
7/18/2023

Funding Source

Project # Resolution for ARB Nominations **Discretionary Funds** n/a

Project String n/a **Contract Number:**n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a **Matching Funds** n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for ARB Nominations	Resolution Letter	7/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	7/6/2023 - 3:19 PM
Legal	Kern, Chris	Approved	7/6/2023 - 3:22 PM
Mayors			7/6/2023 - 3:35

Office	Montgomery, Brandi	Approved	PM

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

WHEREAS, William S. Stimpson, Mayor, pursuant to Mobile City Code Section 44-75(c), has nominated the below named individuals to serve on the Architectural Review Board;

BE IT RESOLVED THAT THE CITY COUNCIL FOR THE CITY OF MOBILE hereby appoints the following individuals to serve on the Architectural Review Board, as follows:

Cartledge Blackwell effective July 14, 2023 for a term ending July 13, 2026

Abby Davis effective July 14, 2023 for a term ending July 13, 2026

Catarina Echols effective July 14, 2023 for a term ending July 13, 2026

Stephen Howle effective July 14, 2023 for a term ending July 13, 2026

Karrie Maurin effective July 14, 2023 for a term ending July 13, 2026

Stephen McNair effective July 14, 2023 for a term ending July 13, 2024

G. Cameron Pheiffer-Traylor effective July 14, 2023 for a term ending July 13, 2026

Barja Wilson effective July 14, 2023 for a term ending July 13, 2024

Jennifer Roselius effective July 14, 2023 for a term ending July 13, 2026

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D006\P005\00117651.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	3 Cases
Council District 2	William Carroll	12 Cases
Council District 3	C J Small	5 Cases
Council District 4	Ben Reynolds	0 Cases
Council District 5	Joel Daves	0 Cases
Council District 6	Sandy Stimpson	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Assess Cost for Repeat Weed Lien Group 61

Effective Date of Contract:

7/11/2023

Funding Source

Project # Repeat Weed Lien 61 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Repeat Weed Lien Group 61	Backup Material	7/5/2023
resolution	Cover Memo	7/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			7/6/2023 - 11:09

Enforcement	Gauthier, Lana	Approved	AM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **July 6, 2023**

SUBJECT: **Repeat Weed Lien Invoices G-61**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **61.** Please place these on the City Council's Agenda for **July 11, 2023.**

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	REPEAT WEED LIEN							
	GROUP 61						Res. No.	
2/7/2023	1st REPEAT WEED LIEN LETTERS SENT						11-058	
7/11/2023	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST							
			Old	New	Initial	Times	Amount	CBD
Item		Dis	SRO/Case	Case #		cut within	Assessed	CBO
No.								
1	1201 Hercules St	2	27550	23421	7/21/2020	2	$ -	CBD
2	1700 Sligo St	2	29838	23422	3/2/2022	1	$ 415.00	
3	1107 Sutton St	3	30081	23423	3/8/2022	1	$ 421.00	
4	1102 Rotterdam St	2	12840	23424	4/19/2022	1	$ 427.00	
5	1104 Rotterdam St	2	12841	23425	4/19/2022	1	$ 275.00	
6	2308 Cecelia St	1	18551	23426	6/7/2022	1	$ 599.38	
7	707 Marine St	2	13798	23427	6/30/2020	2	$ 622.48	
8	807 Gayle St	3	14321	23428	6/14/2022	1	$ 50.00	CBO
9	1827 St Charles Ave	1	7429	23429	9/8/2020	2	$ 396.00	
10	704 Pillans St	3	17147	23430	3/2/2022	1	$ 275.00	
11	2102 Agate St	2	5884	23431	6/30/2020	1	$ 701.00	
12	401 Calhoun St	2	14275	23432	10/15/2021	1	$ 485.00	
13	610 Cedar Ave	2	5797	23433	6/30/2020	2	$ 375.00	
14	608 Good Pay St	2	19429	23434	6/8/2022	1	$ 50.00	CBO
15	1713 Conti St	2	11387	23435	6/1/2021	2	$ -	CBD
16	866 Baltimore St	3	15098	23436	11/9/2021	2	$ 375.00	
17	1854 Calmes St	2	10127	23437	4/6/2021	3	$ 50.00	CBO
18	160 Crenshaw St	1	18123	23438	4/19/2022	1	$ 345.00	
19	1462 Fairfield St	3	15778	23439	2/8/2022	1	$ 746.86	
20	106 Michael Donald Ave/Herdon Ave	2	20554	23440	8/16/2022	1	$ -	N/A
	Total						$ 6,608.72	

District total for this group

1	3
2	12
3	5
4	0
5	0
6	0
7	0
	20

Numbers of lots cut

1	3
2	8
3	3
4	0
5	0
6	0
7	0
	14

*CBO Cut By Owner

*CBC Cut By Contractor

*N/A Taken out by Inspector

*UDL Undeveloped Lot

*ADD Added in from other Groups

*Fka Formerly known as

Amy Jackson 7/5/23

Marchette Jarte 7-5-23

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 5, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **61** Item # **2**

Lot Description: **THAT PART OF LOTS 8 & 9 BLK 15 TOULMIN TRT DBK 112 PG 175 DESC AS FOLL FOR POB COMG AT SE COR OF LOT 8 & FROM PT RUN N 56 FT ALG E BDRY OF LOT 8 & W BDRY OF BRUSSELLS ST TO PT & FROM SD PT RUN W ON LINE PAR WITH N BDRIES OF LOT 8 & 9 DIS 112 FT TO PT WHICH PT IS ON W BDRY OF SD 9 & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN E ON LINE PAR WITH N/L OF LOTS 8 & 9 112 FT TO POB #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 055.XXX) 1700 SLIGO ST**

Nuisance Date: 2/7/2023
Date lot was cut: 6/30/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,232	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	20	$	7.00	$	**140.00**
		Total Project Cost:			$	**415.00**

Shelia Dean
SECRETARY
Marchita Jante
INSPECTOR
Tony Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 5, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **61** Item # **3**

Lot Description: **BEG AT PT ON S/S SUTTON ST 199 FT W OF SW COR OF SUTTON STREET & AN ALLEY OR ST CALLED C ST TH RUNG S 26 W 152 FT TO PT N 83 DEG W 50 FT TO PT THEN N 26 DEG E 152 FT TO S/L SUTTON ST THEN E-LY ALG S/S SUTTON ST 50 FT TO PT OF BEG SAME PPTY DESC IN CONVEYANCE 9-13-43 DBK 344 NS P 358 & BEING LOT 3 GEO L CHAMBERS TRT #SEC 36 T4S R1W #MP29 11 36 0 003 (29 11 36 0 003 063.XXX) 1107 SUTTON AVE**

Nuisance Date: 2/7/2023

Date lot was cut: 6/30/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,033	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	20	$	7.00	$	140.00
		Total Project Cost:			$	421.00

Sheila Dean
SECRETARY

Marchetta Jones
INSPECTOR

Jamy Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 5, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **61** Item # **4**

Lot Description: **COM AT E/L LOT 5 BLK 9 ACC TO MAP OF D M N ROSS SD SQ BDED BY ROTTERDAM, AMSTERDAM, LIMERICK & WATERFORD STS AT PT 43.4 FT S OF NE COR LOT 5 & POB BEING ON W/L ROTTERDAM ST TH S ALG E/L LOT 5 43 FT TO PT TH W & PAR WITH LOTS 4 & 5 112 FT TH N 43 FT & PAR WITH ROTTERDAM ST TH E & PAR WIITH N/L LOTS 4 & 5 112 FT TO BEG TOULMIN TRT DBK 112 P 175 #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 025.XXX) 1102 ROTTERDAM ST**

Nuisance Date: 2/7/2023
Date lot was cut: 6/30/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,805	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		4	$	3.00	$	**12.00**
Debris Removal	Cubic Yard	20	$	7.00	$	**140.00**
		Total Project Cost:			$	**427.00**

Shelia Dean
SECRETARY
Marchette Jack
INSPECTOR
Amy Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 5, 2023

Lot Owner: **DICKERSON LOUIS JR**

Address: **1248 CHARITY CHURCH RD**

City, State, Zip: **HUGER, SC 29450-9527**

Repeat Group Number: **61** Item # **5**

Lot Description: **COMG ON THE E/L OF LOT (5) IN SQ (9) BY D.M.N ROSS SD SQ BEING BOUNDED BY ROTTER DAM AMSTERDAM,LIMERICK & WATERFORD STS AT A PT 86.4 FT S OF NE COR OF SD LOT 5 SD POB ON W/L OF ROTTERDAM ST TH RUNNING SLY ALG E/L OF SD LOT 5 41.3 FT TO PT TH RUN WLY & PARALLEL WITH N/L OF LOTS 4&5 IN SD SQ 112 FT TO A PT ON W/L OF LOT 4 IN SD SQ TH RUN NLY ALG THE W/L OF SD LOT R 41.3 FT TO A PT TH RUNNING ELY & PARALLEL WTH N/L OF LOT 4&5 IN SD SQ 112 FT TO POB #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 026.XXX) 1104 ROTTERDAM ST**

Nuisance Date: 2/7/2023

Date lot was cut: 6/30/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,452	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**275.00**

Sheila Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 5, 2023

Lot Owner: **FRANCE VEVA D**

C/O ERA THOMPSON

Address: **3026 RAINTREE VILLAGE DR**

City, State, Zip: **KATY, TX 77449-5684**

Repeat Group Number: **61** Item # **6**

Lot Description: **COMMENCING AT THE NORTHWEST CORNER OF WELLINGTON AND CECELIA STREETS THEN WESTERLY ALONG THE NORTH LINE OF SAID CECELIA STREET 210 FT(S) TO THE POINT OF BEGINNING. CONTINUE WESTERLY 75 FT THEN NORTHERLY 150 FT THEN WESTERLY 70 FT THEN NORTHERLY 143 FT THEN EASTERLY 73 FT THEN SOUTHERLY 293 FT TO THE POINT OF BEGINNING. (29 02 44 0 024 172.XXX) 2308 CECELIA ST**

Nuisance Date: 2/7/2023

Date lot was cut: 6/30/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		32,030	$	0.0125	$	400.38
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	7	$	7.00	$	49.00
		Total Project Cost:			$	599.38

Shelia Dean

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 5, 2023

Lot Owner: **PKAYS INVESTMENTS INC**

C/O PKAYS INVESTMENTS INC

Address: **1813 LA PINE DR**

City, State, Zip: **MOBILE, AL 36618-1617**

Repeat Group Number: **61** Item # **7**

Lot Description: **THE S 50 FT OF FOLL: LOT E/S OF MARINE ST 100 FT NLY OF VIRGINIA ST & RUN NLY ALG E/L OF MARINE ST 100 FT TH ELY 85 FT TH SLY 100 FT TH WLY 85 FT TO POB BEING PT UNNUMBERED LOT IN BLK 278 BERNOUDY TRT MBK 1 P 7 & ALSO BEG SE COR MARINE & MARYLAND STS ELY 135 FT SLY 69.8 FT WLY 135 FT NLY 69.8 FT BEING PT UNNUMBERED LOT BLK 278 SOUTHERN DIV BERNOUDY TRT MBK 1 P 7 & ALSO COMG ON E/S MARINE ST 200 FT NLY OF NE COR MARINE & VIRGINIA STS TH NLY ALG SD E/S 39.75 FT TH ELY & PAR TO VIRGINIA ST 135 FT TH SLY 85 FT TH WLY 50 FT TH NLY 46 FT(S) TH WLY 85 FT TO POB BEING PT LOT 2 & PT UNNUMBERED LOT BLK 278 SOUTHERN DIV BERNOUDY TRT MBK 1 P 7 (29 10 38 0 004 109.XXX) 707 MARINE ST**

Nuisance Date: 2/7/2023

Date lot was cut: 6/30/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		21,398	$	0.0125	$	267.48
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	15	$	7.00	$	105.00
		Total Project Cost:			$	622.48

Shelia Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 5, 2023

Lot Owner: **WILSON TYRONE**

Address: **P. O. BOX 7791**

City, State, Zip: **MOBILE, AL 36670-7914**

Repeat Group Number: **61** Item # **8**

Lot Description: **LOT 15 BLK 8 WILSONS SECOND ADD DBK 80 N S P 190 SEC 37 T4S R1W #SEC 37 T4S R1W #MP29 10 37 0 004 (29 10 37 0 004 082.XXX) 807 GAYLE ST**

Nuisance Date: 2/7/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,000	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 5, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **61** Item # **9**

Lot Description: **COMG 12 FT W OF NE COR LOT 18 STRAUSS 1ST ADD TO TOULMINVILLE DBK 156 PG 294 RUN S & PAR WITH LINE OF LOT 18 125 FT TO REAR END OF LOT TH W 4 FT ALG REAR END OF LOT TH WNLY 67 FT 6 INS TO REAR LINE OF LOT 22 TH NLY 64 FT TO ST CHARLES AVE TH E 52 FT ALG ST CHARLES AVE TO BEG #SEC 44 T4S R1W #MP29 02 44 0 033 (29 02 44 0 033 083.XXX) 1827 ST CHARLES AVE**

Nuisance Date: 2/7/2023
Date lot was cut: 6/30/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,647	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	3	$	7.00	$	**21.00**
		Total Project Cost:			$	**396.00**

Shelia Pecan
SECRETARY
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 5, 2023

Lot Owner: **MIXON SAMUEL, CONNIE R ENGLAND**

C/O CAROLYN RANKINS SHIELDS

Address: **1683 MASSEY RD**

City, State, Zip: **ALABASTER, AL 35007-4705**

Repeat Group Number: **61** Item # **10**

Lot Description: **LOT 8 & E 10 FT OF LOT 9 SQ 7 OF ADD TO SIMS 2ND ADD DBK 127/387 #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 046.XXX) 704 PILLANS ST**

Nuisance Date: 2/7/2023

Date lot was cut: 6/30/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,972	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	275.00

Sheli a Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 5, 2023

Lot Owner: **WILLIAMS BOBBY & PATRICIA A**

Address: **152 MEAHER AVE**

City, State, Zip: **MOBILE, AL 36610-4870**

Repeat Group Number: **61** Item # **11**

Lot Description: **LOT 41 BLK C OF ROSEMONT ADDN MBK 3 PG 362 #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 081.XXX) 2102 AGATE ST**

Nuisance Date: 2/7/2023

Date lot was cut: 6/30/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,890	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	60	$	7.00	$	420.00
		Total Project Cost:			$	701.00

Sheila Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 5, 2023

Lot Owner: **CALLIER WILLIAM HENRY BUTCH**

Address: **P. O. BOX 587**

City, State, Zip: **MOBILE, AL 36601**

Repeat Group Number: **61** Item # **12**

Lot Description: **LOTS 11, 12 & 13 BLK 65 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 179.XXX) 401 CALHOUN ST**

Nuisance Date: 2/7/2023

Date lot was cut: 6/30/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,911	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	30	$	7.00	$	210.00
		Total Project Cost:			$	485.00

Shelia Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 5, 2023

Lot Owner: **ANDERSON WILLIAM & ALBERTA**
C/O WALTER DAVIS

Address: **5661 PINE ST**

City, State, Zip: **HOUSTON, TX 77081**

Repeat Group Number: **61** Item # **13**

Lot Description: **LOT 6 BLK 9 STRAUSS 2ND ADD WOLFF HGTS MBK 2 P 53 #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 152.XXX) 610 CEDAR AVENUE**

Nuisance Date: 2/7/2023

Date lot was cut: 6/30/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,174	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	375.00

Shelvia Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 5, 2023

Lot Owner: **HODGES JONNI MAE &**

ANDREA E

Address: **9 GRANT AVE**

City, State, Zip: **CLIFFSIDE PARK, NJ 07010-3106**

Repeat Group Number: **61** Item # **14**

Lot Description: **LOT 14 BLK 25 TISDALE DIV OF FISHER TRT DBK 75 PG 260 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 181.XXX) 9 GRANT AVE**

Nuisance Date: 2/7/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,600	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 5, 2023

Lot Owner: **EDWARDS TAMIKA**
C/O EDWARDS TAMIKA

Address: **622 IVY ARBOR CT**

City, State, Zip: **ATLANTA, GA 30349-8761**

Repeat Group Number: **61** Item # **16**

Lot Description: **COM AT PT OF N/S OF BALTIMORE ST DIS 173 FT ELY FROM NE COR OF WASHINGTON AVE & BALTIMORE ST & RUN TH ELY ALG N/L OF BALTIMORE ST 50 FT TH NLY & PAR WITH WASHINGTON AVE 120 FT TH WLY & PAR WITH BALTIMORE ST 50 FT TH SLY & PAR WITH WASHINGTON AVE 120 FT M/L TO POB BEING LOT 4 BLK A TERRY SUB MCQUILLAN TRT DBK 80/327 #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 153.XXX) 866 BALTIMORE ST**

Nuisance Date: 2/7/2023

Date lot was cut: 6/30/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,415	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**375.00**

Shelia Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 5, 2023

Lot Owner: **BRINKLEY YOLANDA**

Address: **606 CYPRESS AVE**

City, State, Zip: **CROSBY, TX 77532-6917**

Repeat Group Number: **61** Item # **17**

Lot Description: **LOT 4 BLK 11 RICKARBY PL DBK 116 P 208 #SEC 28 T4S R1W #MP29 10 28 2 004 (29 10 28 2 004 036.XXX) 1854 CALMES ST**

Nuisance Date: 2/7/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,415	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheila Decer
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 5, 2023

Lot Owner: **MACKAY ISABEL I**

C/O JOHN YOUNG

Address: **159 CRENSHAW ST**

City, State, Zip: **MOBILE, AL 36606-4443**

Repeat Group Number: **61** Item # **18**

Lot Description: **LOT 6 BLK 18 DUBROCA TRT DBK 141 N S P 39 #SEC 24 T4S R1W #MP29 07 24 0 006 (29 07 24 0 006 111.XXX) 160 CRENSHAW ST**

Nuisance Date: 2/7/2023

Date lot was cut: 6/30/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,913	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	10	$	7.00	$	**70.00**
		Total Project Cost:			$	**345.00**

Shelia Dean

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 5, 2023

Lot Owner: **COLEMAN NELSE**

Address: **1563 CAPITAL CIR SE SUITE 3-210**

City, State, Zip: **TALLAHASSEE, FL 32301-5115**

Repeat Group Number: **61** Item # **19**

Lot Description: **LOT 30 FAIRFIELD SUB MBK 5 P 635-636 #SEC 36 T4S R1W #MP29 11 36 0 005 (29 11 36 0 005 039.XXX) 1462 FAIRFIELD CT**

Nuisance Date: 2/7/2023

Date lot was cut: 6/30/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		19,749	$	0.0125	$	**246.86**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	50	$	7.00	$	**350.00**
		Total Project Cost:			$	**746.86**

Sheli a Dean
SECRETARY

INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 61** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Sponsored by:

Councilmember Reynolds

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	7/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/13/2023 - 10:38 AM

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 I License
Submitted by:	Office West Mobile, LLC
Location:	Office West Tavern 4070 Government Boulevard Mobile, AL 36693

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	City Council Agenda Date
June 28, 2023	NEW APPLICATION	2023 - 5590	July 18, 2023

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

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

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

OFFICE WEST MOBILE LLC

Trade Name (DBA)

OFFICE WEST TAVERN

Location Address

4070 GOVERNMENT BLVD MOBILE AL 36693

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

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PO Box 1151 Montgomery AL 36101

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Trade Name (DBA)

OFFICE WEST TAVERN

Location Address

4070 GOVERNMENT BLVD MOBILE AL 36693

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

MOBILE POLICE DEPARTMENT

PAUL O. PRINE
CHIEF OF POLICE

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

To: Paul O. Prine
Chief of Police

From: _____
Captain Jonathan Lee
Commander, Special Investigation Section

Date: July 13, 2023

Re: Alcoholic Beverage License Application No. 5590
OFFICE WEST MOBILE LLC
D/B/A: Office West Tavern
4070 Government Blvd
Mobile, AL 36693
Brian Marcuzzo, Member

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

This is a new application for a business that will be named Office West Tavern. The City of Mobile Revenue Department has advised their business license is currently being applied for and no taxes have to be paid at this time. The Underage Drinking Coordinator of the Mobile Police Department advised no compliance checks have been completed at this location and it is currently in good standing.

It is my recommendation that the application be:

✓ APPROVED

JUL 1[illegible] 2023
_____
CHIEF OF POLICE

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

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

Date: **July 5, 2023**

Re: **Application # 5590 / 4070 Government Blvd.**

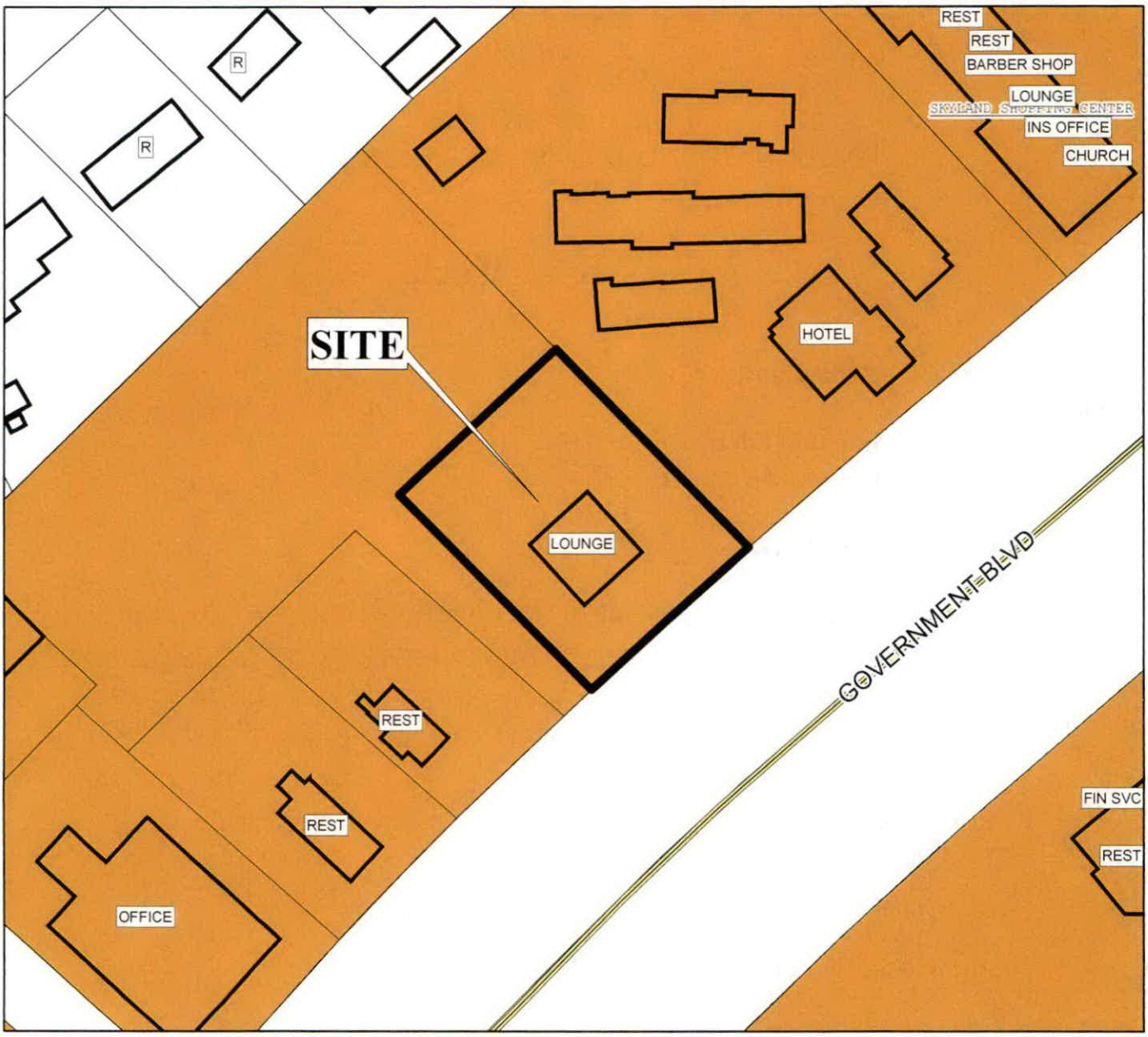
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a lounge with retail liquor sales is a permitted use in this zoning district.

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

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

The site is located in District # 4, Ben Reynolds (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5590 DATE JULY 18, 2023

APPLICANT OFFICE WEST MOBILE LLC

LOCATION 4070 GOVERNMENT BLVD

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

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	City Council Agenda Date
June 28, 2023	**NEW APPLICATION**	**2023 - 5590**	**July 18, 2023**

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

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

OFFICE WEST MOBILE LLC

Trade Name (DBA)

OFFICE WEST TAVERN

Location Address

4070 GOVERNMENT BLVD MOBILE AL 36693

Business Contact Person Information			
Name	Title	Phone	Email
BRIAN S MARCUZZO	**MEMBER**	**(814) 594-3536**	**OFFICEWESTMOBILE@GMAIL.COM**

Has any outstanding license and tax issues been addressed and corrected with this business? **NON**

What is/was the start date of this business? **07.25.2023**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
June 28, 2023	NEW APPLICATION	2023 - 5590	125978	July 18, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
010 - LOUNGE RETAIL LIQUOR CLASS I	

Business Information

Legal Business Name	Trade Name (DBA)
OFFICE WEST MOBILE LLC	OFFICE WEST TAVERN

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	03.27.2023	7372825	DE	KENT

Federal Tax ID (FEIN)	AL State Tax ID
92-3338619	R011808064

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
4070 GOVERNMENT BLVD	MOBILE	AL	36693

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
212 WEST TROY STREET STE B	DOTHAN	AL	36303

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
LOUNGE/BAR	N/A

Business Contact Person Information

Name	Title	Phone	Email
BRIAN S MARCUZZO	MEMBER ☐ POA	(814) 594-3536	OFFICEWESTMOBILE@GMAIL.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you own or rent/lease the property? **RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
BRIAN S MARCUZZO & STEPHANIE L CLEVELAND	8145943536	OFFICEWESTMOBILE@GMAIL.COM

Property Owner Address	City	State	Zip Code
650 MONTCLIFF DRIVE WEST	MOBILE	AL	36609

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
2,500	75	YES	YES	SINGLE	ENTIRE STRUCTURE

Do the premises have a fully equipped and operational kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Is the business equipped with services and facilities for on premises consumption? **YES**

Will the business be operated primarily as a package store? **NO**

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)		
MARCUZZO, BRIAN SCOTT	MEMBER			
Home Street Address	**City**	**State**	**Zip Code**	
1091 SE 17TH STREET 140	FORT LAUDERDALE	FL	33316	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**	
	OMAHA NE USA			

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)		
CLEVELAND, STEPHANIE LYNN	MEMBER			
Home Street Address	**City**	**State**	**Zip Code**	
	MOBILE	AL	36609	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**	
	COUDERSPORT PA USA			

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant Printed Name	Date
Brian S. Marazzo	6-28-2023
Owner/Applicant Signature	**Title**
	Managing Member

Sworn to and subscribed before me this 28th day of JUNE 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

June 28, 2023

OFFICE WEST TAVERN

4070 GOVERNMENT BOULEVARD

MOBILE, AL 36693 USA

ACCOUNT NUMBER: 125978 TERRITORY 4

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	AMOUNT PAID	INTEREST DUE
1581256	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

06/28/2023 11:24AM CHARLITTA
034664-0001

BUSINESS LICENSE
OFFICE WEST MOBILE LLC
125978
2023 Item: 1581256
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal **$50.00**
Total **$50.00**

CHECK $50.00
Check Number 1022

Change due **$0.00**

Paid by: OFFICE WEST MOBILE LLC

Thank you for your payment

CUSTOMER COPY

City of Mobile Alcoholic Beverage License Application

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

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
06/14/2023	NO		07/14/2023

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
New Business (never licensed)		NO

License Type applied for with Alabama ABC Board	
010 - Lounge Retail Liquor (class I) - Lounge/Bar	

Business Information

Business Description/Activity	Other Explain
LOUNGE/BAR	

Legal Business Name	Trade Name (DBA)
Office West Mobile, LLC	Office West Tavern

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
LIMITED LIABILITY COMPANY (LLC)	03/27/2023	4070 Government Boulevard

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
212 W. Troy St. STE B	Mobile	AL	36693

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Dothan	AL	36303	4070 Government Boulevard

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
212 W. Troy St. STE B	Mobile	AL	36693

City	State	Zip Code	Business Phone Number	Building Type
Dothan	AL	36303	(814) 594-3536	STAND ALONE

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
(814) 594-3536	92-3338619	SLS-R011808064	BUSINESS MAIL ADDRESS

Business Contact Person Information

Name	Title	Phone	Email
Brian Marcuzzo	Managing Member	(814) 594-3536	officewestmobile@gmail.com

Land/Building Information

Do you own or rent/lease the property? Rent/Lease (signed/notarized lease agreement required)

Property Owner Name	Do you have a legal description of property?
Brian Marcuzzo and Stephanie Cleveland	YES Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
650 Montcliff Drive West	(814) 594-3536	officewestmobile@gmail.com

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
Mobile	AL	36609	75	2,500

Fully equipped & operational kitchen	NO	Equipped with table and chairs	YES
If NO, any food served (if YES explain below)	NO	Equipped for on premise consumption	YES
Habitually used for providing food to public	NO	Restroom Facilities YES	Patio Area YES

City of Mobile Alcoholic Beverage License Application

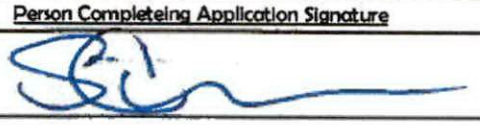
Required Documentation Checklist

Have you included the following required ABC documentation with this application? (check boxes as completed)

- [x] Completed Application - ALL PAGES
  - [x] ALL required boxes completed
  - [x] Notarized Lease Property & Sign Agreement page
  - [x] Required drawing for Planning & Zoning Department (unless downtown location with no designated parking)
  - [x] Copy of AL ABC Board Typed/Signed Application (all pages)
- [x] Drivers License copy - ALL owners/members listed on application (must be legible)
- [x] Background Check (if completed for ABC Board)
- [x] Business Structure (LLC, Corporation) Articles from Secretary of State
  - [x] ALL pages of the Articles (including any amendments must be provided)
  - [x] Are the Articles stamped by Secretary of State? (this is a requirement)
  - [x] Complete Listing of all members/officers (include name, title, contact phone)
- [x] Federal Employer Identification Number (FEIN) Letter from IRS
- [x] State of Alabama Revenue Sales Tax ID Letter
- [x] Copy of Registered Deed or Signed/Notarized Lease Agreement
- [ ] If existing Business - ALL license renewals & taxes must be paid in FULL on existing license/taxes (whether or not you were the owner during the time periods of issues)

This documentation will be required before a business license is issued after ABC approval

- [ ] Mobile County Health Department Inspection Report (if applicable)
- [ ] Bureau of Fire Prevention - Fire Inspection Report
- [ ] Existing Business - ALL license renewals & taxes must be paid in FULL on existing license/taxes
- [ ] Payment for business license and all required coding

Person Completeing Application Printed Name	Date
Stephanie Cleveland	06/14/2023
Person Completeing Application Signature	**Title**
	Member

The City of Mobile reserves the right to request required additional information from the applicant

Skinner, Shawn

From: Office West Mobile <officewestmobile@gmail.com>
Sent: Tuesday, June 20, 2023 2:51 PM
To: Skinner, Shawn; Office West Mobile
Subject: City of Mobile - Alcoholic Beverage License Application - Office West Tavern
Attachments: CITY OF MOBILE - ABC LICENSE APPLICATION - OFFICE WEST TAVERN - 06.20.23.pdf

CAUTION: External Email

Good afternoon Shawn,

Attached you will find all the completed documentation for the Alcoholic Beverage License.

Please let us know if you have any questions - thanks!

- Stephanie

4070 Government Blvd.
Mobile, AL 36693
814-594-3536
officewestmobile@gmail.com

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230613140416687

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: OFFICE WEST TAVERN **Filing Fee:** $50.00

Applicant: OFFICE WEST MOBILE LLC **Transfer Fee:**

Location Address: 4070 GOVERNMENT BLVD MOBILE, AL 36693

Mailing Address: 4070 GOVERNMENT BLVD MOBILE, AL 36693

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 7372825

Do you sell Draft Beer?:

Date Incorporated: 03/27/2023 **State incorporated:** DE **County Incorporated:** KENT

Date of Authority: 04/05/2023

Federal Tax ID: 92-3338619 **Alabama State Sales Tax ID:** R011808064

Name:	Title:	Date and Place of Birth:	Residence Address:
STEPHANIE LYNN CLEVELAND	MEMBER		
BRIAN SCOTT MARCUZZO	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: BRIAN MARCUZZO
Business Phone: 814-661-4149
Fax:

Home Phone: 814-661-4149
Cell Phone: 814-661-4149
E-mail: OFFICEWESTMOBILE@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230613140416687

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: BRIAN S MARZUZZO AND STEPHANIE L CLEVELAND 814-594-3536
What is lessors primary business? MANAGER/CORPORATE STAFF
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? YES

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

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2500 Display Square Footage:
Building seating capacity: 75 Does Licensed premises include a patio area? YES
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230613140416687

Initial each | **Signature page**

Initial each	Signature page
[SS]	In reference to law violations, I attest to the truthfulness of the responses given within the application.
[SS]	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
[SS]	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
[XXX]	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
Marcuzzo, Brian, Scott	Member	Managing Member

Race	Sex	Date of Birth	Home Address
White	MALE		

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
	1	Fort Lauderdale	FL	33316

Place of Birth (City, State, Nation)	Mobile Number	Email
Omaha, Nebraska, United States		ewestmobile@gmail.com

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

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

FDLE

Florida Department of Law Enforcement

J. Mark Glass
Commissioner

Criminal Justice Information Services
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 410-7100
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Wilton Simpson, *Commissioner of Agriculture*

June 06, 2023

BRIAN MARCUZZO
[redacted]

Dear Sir or Madam:

Based on the information provided, a search through the files of the Florida Department of Law Enforcement has returned no Florida record for the following individual:

BRIAN MARCUZZO

Race - White Sex - Male

DOB [redacted]

Failure to supply the required information (name, race, sex and date of birth) will greatly reduce our chances of reasonably associating your subject with a possible record in our extensive files. If we may be of further assistance, do not hesitate to contact Criminal History Services at (850) 410-8161.

Sincerely,

Tillman Lewis
Criminal Justice Information Analyst II
Criminal History Services

STATE OF FLORIDA
COUNTY OF LEON

Administrator,
Criminal History Services
Florida Dept. of Law Enforcement
Sworn and subscribed before me by means of ☑ physical presence or ☐ online notarization, this
6 day of June 2023
By Tillman Lewis who is personally known to me.

PATRICK E. YARNALL
Commission # HH 348762
Expires January 11, 2027

NEBRASKA STATE PATROL

Criminal History Record

Dissemination Form

Receipt Number: 78773418 **Completed Date:** 06/05/2023

Requesting Agency/Individual

Organization Name:
Contact: Brian Scott Marcuzzo
Address 1: 650 Montcliff Dr W
City, State, Zip: Mobile, Alabama, 36609
Email: bmarcuzzo@gmail.com

NO NEBRASKA FINGERPRINT-BASED CRIMINAL HISTORY FOUND

Person of Interest

Name: Brian S Marcuzzo
Date of Birth: 10/09/1966
Gender: Male
Race: White
SSN: XXX-XX-7324
Place of Birth: Alabama
Place of Residence: United States of America

Summary Statement

A criminal record check was conducted using the information provided. Positive Identification cannot be effective without support of fingerprints, which were not used in this check. Criminal records, if any, are included in this report. This record reflects the information available as of the date of this report.

CERTIFICATE **STATE OF NEBRASKA** **COUNTY OF LANCASTER**

I certify that this is a true and exact copy of an original document maintained by Nebraska State Patrol.

Records Supervisor

Subscribed in my presence and sworn before me, this 16th day of June 2023

Witness my hand and seal

GENERAL NOTARY - State of Nebraska
ZENAIDA V. CROUSE
My Comm. Exp. June 28, 2026

Notary Public

NOTE: Traffic Infraction data available from: NEBRASKA
STATE DEPARTMENT OF MOTOR VEHICLES
P.O. Box 94789 402-471-2281
Lincoln, NE 68509

NEBRASKA STATE PATROL CRIMINAL RECORDS & IDENTIFICATION DIVISION
4600 Innovation Drive
Lincoln, NE 68521
by

Shawna Backemeyer, Research Manager
Nebraska State Patrol - Criminal Identification Division

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
Cleveland, Stephanie, Lynn	Member	Member

Race	Sex	Date of Birth	Home Address
White	FEMALE		

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		Mobile	AL	36609

Place of Birth (City, State, Nation)	Mobile Number	Email
Coudersport, Pennsylvania, United States		officewestmobile@gmail.com

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

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

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

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

June 20, 2023

Dear Ms. Cleveland,

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

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

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

Respectfully,

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

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN
NAME:CLEVELAND,STEPHANIE LYNN
SC[illegible]
ABI RESULT:NON IDENT
SID [illegible]

CERTIFIED COPY
OF
ALEA DOCUMENT

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

FIRST
Name

The name of the limited liability company is:
Office West Mobile, LLC

SECOND
Registered Agent

The address of its registered office in the State of Delaware is 8 The Green, Suite B in the City of Dover. Zip code 19901.

The name of its registered agent at such address is
Northwest Registered Agent Service, Inc.

THIRD
Duration

The duration of the limited liability company shall be perpetual.

FOURTH
Purpose

The purpose for which the company is organized is to conduct any and all lawful business for which Limited Liability Companies can be organized pursuant to Delaware statute.

In Witness Whereof, the undersigned have executed this Certificate of Formation this 27th day of March, 2023.

By: Nat Smith
Authorized Person
Name: Nat Smith

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:02 AM 03/27/2023
FILED 11:02 AM 03/27/2023
SR 20231156905 - File Number 7372825

STATE OF ALABAMA

FOREIGN LIMITED LIABILITY COMPANY (LLC)
APPLICATION FOR REGISTRATION

PURPOSE: In order to register a foreign entity (any entity formed outside of Alabama) to transact business in Alabama, the entity must deliver to the Secretary of State for filing an Application for Registration pursuant to Section 10A-1-7.04, *Code of Alabama 1975*.

1. The legal name of the foreign entity as recorded in the jurisdiction in which it was formed/organized:
   Office West Mobile, LLC

2. The name of the foreign entity for use in Alabama (only if different from the legal name*):

   *A fictitious name may be used **only if the legal entity name is not available** for use in Alabama or the name does not contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC" (10A-1-5.06).

3. If a fictitious name is used the undersigned certifies the resolution of the LLC's governing authority to adopt the fictitious name for use in Alabama and affirms the authority to make such a certification under 10A-1-7.07.

4. A copy of the name reservation received from the Office of the Alabama Secretary of State must be attached.

5. Street **(No PO Boxes)** address of principal office:
   212 W. Troy St. STE B Dothan, AL 36303

   Mailing address (if different from street address)

(For SOS Use Only)

Alabama
Sec. Of State

001-072-747 FLL

Date	04/05/2023
Time	13:14:00
File	$150.00
County	$0.00
Total	$150.00

FOREIGN LIMITED LIABILITY COMPANY (LLC) APPLICATION FOR REGISTRATION

6. Entity's jurisdiction of formation: Delaware
(State or Country of formation)

7. Date of the entity's formation in state/country of jurisdiction: 3 / 27 / 2023 (MM/DD/YYYY)

8. The undersigned certifies that the foreign entity exists as a valid Limited Liability Company under the laws of the entity's jurisdiction of formation.

9. Name of registered agent for service of process (**MUST** be physically located in Alabama):
Northwest Registered Agent Service, Inc.

10. Street (**No PO Boxes**) address of registered office of registered agent (**MUST** be physically located in Alabama):
212 W. Troy St., STE B Dothan, AL 36303

Mailing address **in** Alabama of registered agent/office (if different from street address)

11. If the entity registering is a Non Profit LLC, Series LLC or Non-Profit Series LLC. Please check type below:

☐ Non-Profit LLC ☐ Series LLC ☐ Non-Profit Series LLC

12. The foreign entity began or will begin transacting business in Alabama (**a date must be provided**):

Began or will begin doing business: 4 / 5 / 2023 (MM/DD/YYYY)

4 / 5 / 2023
Date (MM/DD/YYYY)

Nat Smith authorized signer
Signature of person authorized to sign per 10A-1-4.01

Wes Allen
Secretary of State

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

STATE OF ALABAMA

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

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

Office West Mobile, LLC

This name reservation is for the exclusive use of Northwest Registered Agent Service, Inc., 212 W. Troy St., STE B, Dothan, AL 36303 for a period of one year beginning April 05, 2023 and expiring April 05, 2024

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

April 05, 2023

Date

RES084163

Wes Allen **Secretary of State**

Office West
TAVERN

Members

- Brian Marcuzzo - Member - 814-661-4149
- Stephanie Cleveland - Member - 814-594-3536

LLC Membership Certificate

OFFICE WEST MOBILE LLC

(Name of LLC)

OFFICE WEST MOBILE LLC (Name of LLC) is organized in the state of ALABAMA, effective 3/27/2023 (date),

and has a total of 2 Member(s).

This is to certify that BRIAN MARCUZZO (Member name) is a Member of OFFICE WEST MOBILE LLC (Name of LLC)

and holds a ___% Membership Interest in OFFICE WEST MOBILE LLC (Name of LLC), of which the Member is entitled to the full benefits.

Such benefits are subject to the terms and conditions set forth in the Operating Agreement of OFFICE WEST MOBILE LL (Name of LLC), and any amendments thereto.

Certified,

OFFICE WEST MOBILE LLC (Name of LLC) has caused this certificate to be executed by its MEMBER (title) on 3/27/2023 (date).

(signature)

STEPHANIE CLEVELAND (name), MEMBER (title)

LLC Membership Certificate

OFFICE WEST MOBILE LLC

(Name of LLC)

OFFICE WEST MOBILE LLC (Name of LLC) is organized in the state of ALABAMA, effective 3/27/2023 (date),

and has a total of 2 Member(s).

This is to certify that STEPHANIE CLEVELAND (Member name) is a Member of OFFICE WEST MOBILE LLC (Name of LLC)

and holds a ___% Membership Interest in OFFICE WEST MOBILE LLC (Name of LLC), of which the Member is entitled to the full benefits.

Such benefits are subject to the terms and conditions set forth in the Operating Agreement of OFFICE WEST MOBILE LL (Name of LLC), and any amendments thereto.

Certified,

OFFICE WEST MOBILE LLC (Name of LLC) has caused this certificate to be executed by its MANAGING MEMBER (title) on 3/27/2023 (date).

(signature)

BRIAN MARCUZZO (name), MANAGING MEMBER (title)

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 04-05-2023

Employer Identification Number:
92-3338619

Form: SS-4

Number of this notice: CP 575 B

OFFICE WEST MOBILE LLC
BRIAN MARCUZZO MBR
8 THE GRN STE 14206
DOVER, DE 19901

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

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-3338619. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

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

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

Form 1065 03/15/2024

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

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

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

(IRS USE ONLY) 575B 04-05-2023 OFFI 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 OFFI. 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: 04-05-2023
EMPLOYER IDENTIFICATION NUMBER: 92-3338619
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

OFFICE WEST MOBILE LLC
BRIAN MARCUZZO MBR
8 THE GRN STE 14206
DOVER, DE 19901

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

OFFICE WEST MOBILE LLC
212 W TROY ST B
DOTHAN, AL 36303-4455

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011808064	07/1/2023	12/31/2023

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

NAICS CODE: 722410

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Janet N. Stallworth
Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
P.O. BOX 327900
MONTGOMERY, AL 36132-7900
SLS

City of Mobile Alcoholic Beverage License Application
Alcohol License Application
PLANNING & ZONING DEPARTMENT APPROVAL

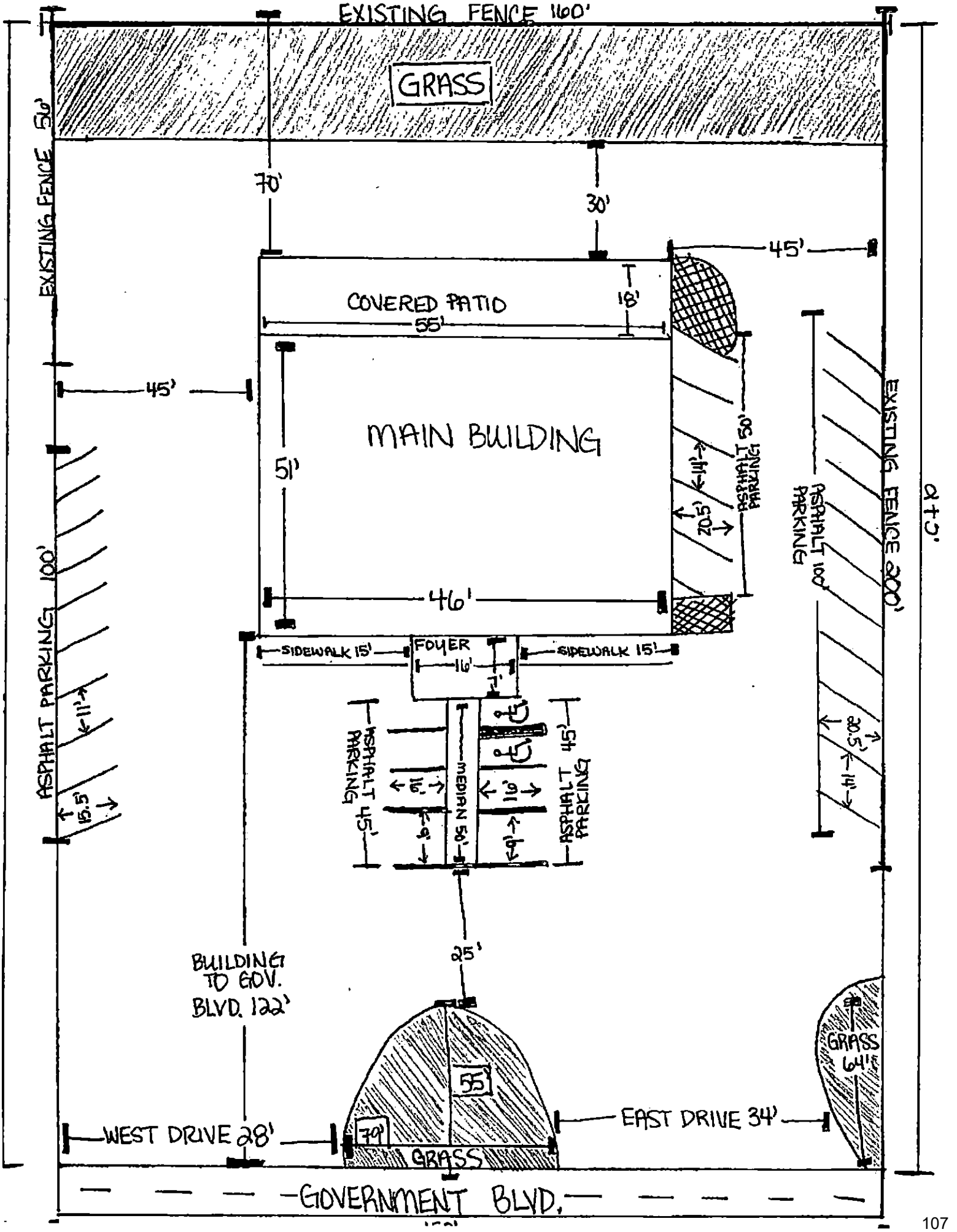
All boxes REQUIRED .. MUST be answered

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

Business Type	License Type	
LOUNGE/BAR	010 - Lounge Retail Liquor (class I) - Lounge/Bar	
Legal Business Name	**Trade Name (DBA)**	
Office West Mobile, LLC	Office West Tavern	
Physical Address of Business (Street Name, Suite #)	**Building Square Footage**	**Building Stand alone or attached**
4070 Government Boulevard	2,500	STAND ALONE
City / **State** / **Zip Code**	**Did you include the *REQUIRED* drawing with this sheet? (see pg 5)**	
Mobile / AL / 36693	YES ... DRAWING ATTACHED	

Business Contact Person			
Name	**Title**	**Phone**	**Email**
Brian Marcuzzo	Managing Member	(814) 594-3536	officewestmobile@gmail.com

PLANNING & ZONING DEPARTMENT USE ONLY				
Parking Provided	**Parking Required**	**Compliance**	**Zoning**	**Approved**
32	9	YES	B-2	YES
Comments				
Print Name	**Signature**		**Date**	
PAYTON ROGERS			06/28/2023	


EXISTING FENCE 160'
GRASS
EXISTING FENCE 50'
70'
30'
45'
COVERED PATIO
55'
18'
45'
MAIN BUILDING
51'
ASPHALT 50' PARKING
11'
20.5'
46'
EXISTING FENCE 200'
ASPHALT 100' PARKING
SIDEWALK 15'
FOYER
16'
SIDEWALK 15'
ASPHALT PARKING 100'
11'
15.5'
ASPHALT PARKING 45'
11'
9'
MEDIAN 50'
19'
9'
ASPHALT PARKING 45'
20.5'
11'
BUILDING TO GOV. BLVD. 122'
25'
55'
79'
GRASS
GRASS 64'
WEST DRIVE 28'
EAST DRIVE 34'
GOVERNMENT BLVD.

City of Mobile Alcoholic Beverage License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

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

Lot 1, Revised Olensky's Addition to Mobile, according to plat thereof recorded in Map Book 105, page 115 of the records in the Office of the Judge of Probate of Mobile County, Alabama.

The above described property is RENT/LEASED to/by Company Name: Office West Mobile, LLC dba Office West Tavern/Brian Marcuzzo and Stephanie Cleveland

Who has applied for an ***ALABAMA ALCOHOLIC BEVERAGE LICENSE*** at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 17th day of June 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Sheila C Clark	Sheila C. Clark	SHEILA C CLARK NOTARY PUBLIC, ALABAMA STATE AT LARGE MY COMMISSION EXPIRES MAR. 13, 2027

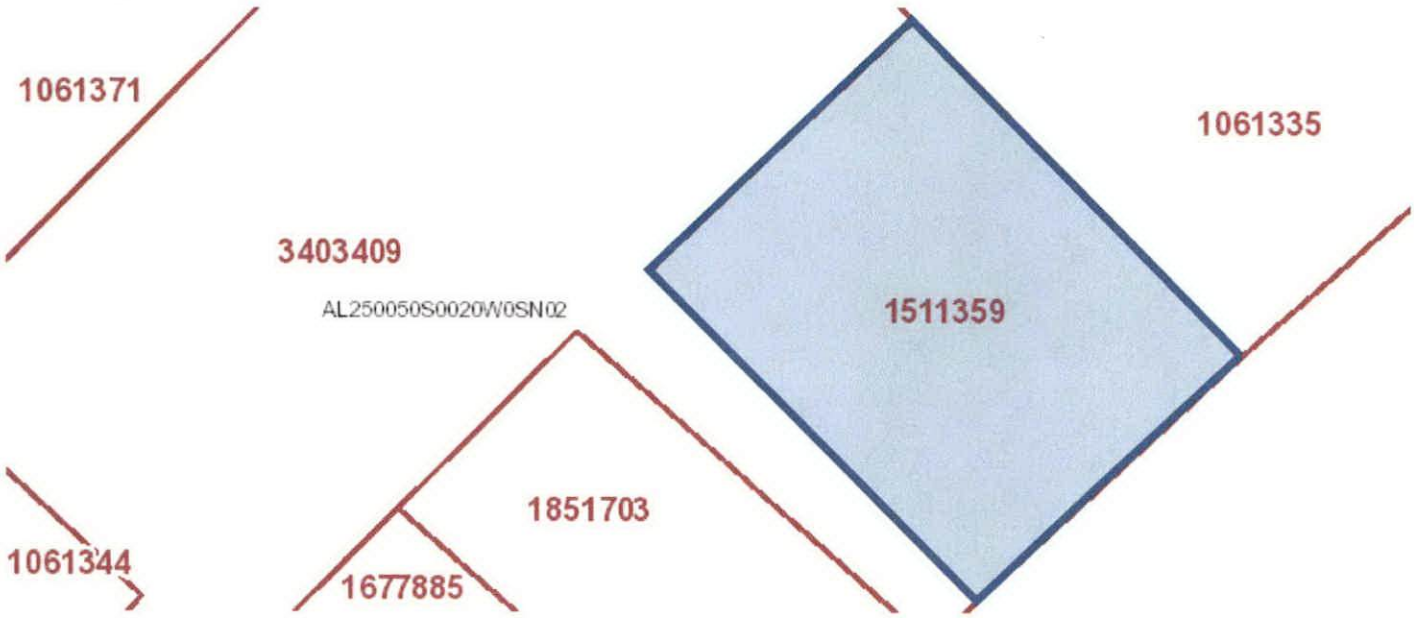
Notary Stamp

Owner of Property (Print Name)	Applicant Name (Print Name)
Stephanie Cleveland	Brian Marcuzzo
Owner of Property (Signature)	Applicant Name (Signature)
S Cleveland	Brian K Marcuzzo
Address	Address
650 Montcliff Drive West	4070 Government Blvd.
City, State, Zip	City, State, Zip
Mobile AL 36609	Mobile AL 36693
Date Agreement Signed	Date Agreement Signed
6/17/23	6/17/23

Mobile County Property Search

Key Number: 1511359 For Year 2023

Map

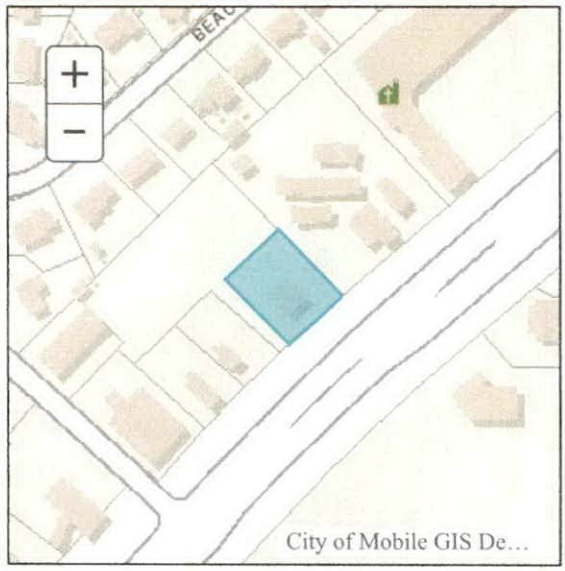


Property Details

Account	
Key Number:	1511359
Legal Description:	LOT 1 OLENSKY'S SECOND ADD TO GOVERNMENT BLVD MBK 105 PG 115 #SEC 02 T5S R2W #MP33 01 02 4 001
Parcel Number:	3301024001012XXX
Type:	Real
Property Class:	2
Location	
Address:	4070 GOVERNMENT BLVD MOBILE, AL 36693-4728
Owner	
Name:	HERZ LLC
Mailing Address:	650 MONTCLIFF DR W MOBILE , AL 36609-6535
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Information for address:
4070 GOVERNMENT BLVD



- **Parcel Information:**

Key / ID:
01511359 / R023301024001012.000
Owner:
Herz Llc C/o Marcuzzo Brian S & Stephanie L
Cleveland
650 Montcliff Dr W

Mobile, Al 36609

Subdivision:

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**
4

- **Township/Range/Section:**
5s2w02

- **Tract Census 2010:**
003100

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1766436.874
Y: 232223.565

- **Zoning:**
Check zoning on Planning & Zoning

Services:

- **Fire District:**
Fire Station 19 Mccoske

- **Garbage Pickup Day:**
Friday-West - Route Sw2

- **Police Precinct / Beat:**
Precinct - 2 / Beat - 23

- **Trash Pickup Day/ Unit:**
Thursday South - biweekly / Td-1

- **Community Action Group:**
N/A

Political:

- **City Council District:**
4 - Ben Reynolds

- **County Commissioner District:** 2

- **State House District:** 103

- **State Senate District:** 35

School:

- **Elementary School District:**
Shepard

- **High School District:**
Davidson

- **Middle School District:**
Chastang

- **School Board District:** 2

Hurricane / Flooding Information:

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

- **Hurricane Evacuation Zones :**
Zone 3

- **Flood Zone:**
Check flood zone on City Map

- **Storm Surge Category:** N/A

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

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on May 1 2023 is between:

The **Lessor** is 2 individual(s) known as Brian S. Marcuzzo and Stephanie L. Cleveland with a mailing address of 650 Montcliff Dr. W., Mobile, Alabama, 36609, hereinafter referred to as the "Lessor."

AND

The **Lessee** is a business entity known as Office West Mobile, LLC dba Office West Tavern with a mailing address of the Property's Address, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described 3520 square feet (SF) of hospitality space located at 4070 Government Blvd, Mobile, Alabama, ~~36609.~~ 36693

Hereinafter referred to as the "~~Premises~~":

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local, State, and Federal laws.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on May 1 2023 and expire at Midnight on April 30 2028 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of $3,500.00 for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 1st of every month.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of $35.00 in addition to any late fee.

LATE FEE. The Lessor shall charge a late payment fee if rent is not paid on time in the following amount:

The Lessee shall be charged a late fee in the amount of $10.00 daily until the rent is fully satisfied, including any late payment fees, if the rent is not paid after the 5th day payment is due.

OPTION TO RENEW. The Lessee shall have the right to renew this Agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of 2 renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described:

RENEWAL PERIODS

The first (1st) renewal period shall begin on May 1 2028 and end on April 30 2033 with the Rent to be paid per month with the Rent for the renewal period to be negotiated in good faith upon the Lessee providing notice of their intention to renew.

The second (2nd) renewal period shall begin on May 1 2033 and end on April 30 2038 with the rent to be paid per month with the Rent for the renewal period to be negotiated in good faith upon the Lessee providing notice of their intention to renew.

EXPENSES. In accordance with a Gross Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that the above mentioned Rent is the entirety of the payment due per month and expenses payable by Lessee to Lessor and Lessee is not obligated to pay any additional expenses including real estate taxes, insurance (other than on the Lessee's personal property) liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises and, in addition, shall maintain all major systems such as the heating, plumbing and electrical, and shall maintain the parking area and shall also provide snow removal and ground maintenance of the grounds and lands surrounding the Premises, except as hereinafter set forth. The Lessor will maintain, at their expense, casualty insurance insuring the leased Premises against loss by fire and negligence. The Lessee shall provide and maintain personal liability and property damage insurance as a lessee and will designate the Lessor as an "also named insured". The Lessee shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease, at least to the limits of $1,000,000.00.

UTILITIES. The Lessor shall be responsible for the following utilities on the Premises: Water and Sewer

SECURITY DEPOSIT. A security deposit shall not be required in advance upon the signing of this Lease.

FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease.

PARKING. Parking shall be provided to the Lessee in a dedicated manner provided on the Premises. There shall be a total number of 53 parking spaces provided to the Lessee.

There shall be no fee charged to the Lessee for the use of the Parking Space(s).

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment, except the following:Improvement of space as agreed to by Owner and Tenant..

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE. The Lessor shall be responsible for all repairs and maintenance due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessor shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the building of the leased premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

SALE OF PROPERTY. In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 180 days.

HVAC MAINTENANCE. Lessor will provide or engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating ventilating, and air conditioning equipment located on the Premises, hereinafter referred to as the "HVAC System." In addition, the Lessor shall be responsible for all costs associated to the everyday upkeep and maintenance of said HVAC System.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA),

the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 30 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Alabama. If the Lessor and Lessee fail to resolve the dispute through mediation then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgment made by the American Arbitration Association.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.
Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. Pets shall be allowed on the Premises without any restriction or conflict by the Lessor with the Lessee being fully responsible for damage caused by any such Pet on the Premises.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect

therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessor.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Alabama.

NOTICES. Notices shall be addressed to the following:

Lessor: Brian S. Marcuzzo and Stephanie L. Cleveland
650 Montcliff Dr. W., Mobile, Alabama, 36609

Lessee: Office West Mobile, LLC
4070 Government Blvd, Mobile, Alabama, ~~36609~~ 36693

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Signature Brian S. Marcuzzo Date May 1, 2023
Brian S. Marcuzzo

Signature Stephanie Cleveland Date May 11, 2023
Stephanie L. Cleveland

LESSEE SIGNATURE

Signature Brian S. Marcuzzo Date May 1, 2023
Brian S. Marcuzzo, Managing Member

SHEILA C CLARK
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES MAR. 13, 2027

Sheila C. Clark
Sheila C. Clark

NOTICE!

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

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

OFFICE WEST MOBILE LLC

Trade Name (DBA)

OFFICE WEST TAVERN

Location Address

4070 GOVERNMENT BLVD MOBILE AL 36693

Application Number

2023 - 5589 90

Post Date

June 28, 2023

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

July 18, 2023

Date

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

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

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

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time. The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation. The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

Owner/Applicant Printed Name	Date
Stephanie Cleveland	6/16/23
Owner/Applicant Signature	**Title**
S Cleveland	member

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
City Council

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	7/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/17/2023 - 4:13 PM

03-793 **2023**

R E S O L U T I O N

Sponsored by: City Council

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Council concurs in the appointment of Dr. Mary Stewart Nelson to the AltaPointe Health System, Inc. Board effective immediately for a term ending July 18, 2029.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Penn and Mayor Stimpson

Purpose and Scope of Project:

To install new HVAC system and Electrical at the Michael C. Dow Amphitheater Sound Room at Trinity Gardens

Amount of Contract:

$42,500.00

Funding Source

Project # Trinity Gardens-Michael C. Dow Amphitheater Sound Room – HVAC & Electrical PR-044-23	**Discretionary Funds**
Project String C0076 CIP Parks-Trinity Gardens PK IMP-D1 (CIP:2022-P-044 D1) (20002000-48010)	**Contract Number:**4535
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-044-23 Trinity Gardens-Michael C. Dow Amphitheater Sound Room – HVAC & Electrical	Cover Memo	7/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	7/7/2023 - 11:53 AM
Capital	Rhodes, Brenda	Approved	7/7/2023 - 2:56 PM

Legal	Kern, Chris	Approved	7/7/2023 - 3:31 PM
Mayors Office	Montgomery, Brandi	Approved	7/13/2023 - 2:53 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember Cory Penn

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:	INTEGRITY MAINTENANCE LLC
Project Name:	TRINITY GARDENS – MICHAEL C. DOW AMPHITHEATER – SOUND ROOM HVAC AND ELECTRICAL
Project Number:	PR-044-23
Amount:	$42,500.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP PARKS-TRINITY GARDENS PK IMP-D1

CAPITAL PROJECT #: C0076 (CIP:2022-P-044 D1) (20002000-48010)

CONTRACT AMOUNT: $42,500.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-044-23

PROJECT DESCRIPTION: TO INSTALL NEW HVAC SYSTEM AND ELECTRICAL AND POWER COMPONENTS AT THE MICHAEL C. DOW AMPHITHEATER SOUND ROOM AT TRINITY GARDENS (3100 BANKS AVENUE)

VENDOR NAME: INTEGRITY MAINTENANCE LLC

VENDOR NUMBER: 295931

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Katie Cassil – Secretary III **Date:** 7/07/2023

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____ day of _____ 2023.

BETWEEN the **Owner**: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-1827

And the **Contractor**: Integrity Maintenance LLC
410 Highway 43 South, Suite F-111
Saraland, Alabama 36571

City Business License No.: 114046

Secretary of State Registration No.: 000-544-181

For the following **Project**: Trinity Gardens – Michael C. Dow Amphitheater
Sound Room HVAC & Electrical
3100 Banks Avenue
Mobile, Alabama 36617

Project Number: PR-044-23

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Forty-Two Thousand Five Hundred and no/100 Dollars ($42,500.00) which includes a Contingency Allowance of two thousand and no/100 Dollars ($2,000.00).

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 ALLOWANCE

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. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

3.1 The Contractor shall deliver the Work complete within Forty-Five (45) calendar days from the date of the written Notice to Proceed.

3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

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 incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6. INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured,*** and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama and the United States of America, including the U.S. Longshore & Harbor Workers Act and the Jones Act, if applicable.

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

3. 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.

B. Comprehensive General Liability Insurance and/or Marine General Liability:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor. Marine General Liability shall include Premises and Operations, Personal & Advertising Injury, Products & Completed Operations, Protection & Indemnity including vessel and crew (if applicable).

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage. /$2,000,000 Aggregate on a "Per Project" Basis.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Deletion of watercraft exclusion with respect to non-owned vessels and contractual liability for watercraft exposure not covered by Protection and Indemnity policy.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

3.8 **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.

3.9 This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

3.11 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.

3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with 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 and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.

3.13 METHOD of PAYMENT: Contractor shall provide two notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

3.14 TERMINATION of CONTRACT: The City may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

3.15 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND
Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than $10,000.00.

1. Cost of the bonds shall be included in the bid.
2. Bond shall be submitted with the executed agreement on provided form(s).
3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

5. A Surety licensed to do business in the State of Alabama must execute the bonds.

3.16 RETAINAGE

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:

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.

The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

3.17 PROOF OF ADVERTISEMENT of COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars ($50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Integrity Maintenance, LLC has completed the contract PR-044-23 for Trinity Gardens – Michael C. Dow Amphitheater – Sound Room HVAC & Electrical, 3100 Bank Avenue, Mobile, Alabama 36617. All persons having any claim 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.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents

are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Request for Quotes documents, dated May 10, 2023, as prepared by the City of Mobile Architectural Engineering Department;
2. Addendum No 1, dated May 19, 2023;
3. Exhibit A – Scope of Work;
4. E-Verify Documentation;
5. Alabama Secretary of State Documentation;
6. DBE Subcontracting and Major Supplier Plan;
7. Performance and Labor and Material Payment Bonds;
8. Certificate of Insurance with endorsements; and
9. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 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.

7.0 NONDISCRIMINATION

A. 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. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT: Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 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.

10.0 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

11.0 Public Contracts with Entities 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

_____
Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONTRACTOR: Integrity Maintenance, LLC

Jason Carter
By Signature

Jason Carter, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

_____
City Clerk

Contractor:

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jason Carter as owner/pres of Integrity Maintenance, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 2 day of June, 20 23.

Jennifer Foster
NOTARY PUBLIC
My Commission Expires: March 29, 2026

JENNIFER LEE FOSTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
03-29-2026

EXHIBIT A
SCOPE OF WORK

Trinity Gardens – Michael C. Dow Amphitheater

Sound Room HVAC & Electrical

Project #PR-044-23

The Work shall include the furnishing of all labor, material, tools and equipment necessary to carefully remove the existing HVAC system, electrical & power components, and plumbing fixtures per the bid drawings. The Work shall include furnishing of all labor, material, tools and equipment necessary to install new HVAC system and electrical & power components per the bid drawings. All specifications for Work are included on bid drawings.

Remediation of the Sound Room shall be completed before this Work begins. (See attached Quote for Work, NOT in this Contract).

Contractor shall be responsible for removal and disposal of all demolished materials, trash and other construction debris off site on a daily basis.

Contractor shall be responsible to field verify all measurements at the site of the Work.

END OF SCOPE OF WORK

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Integrity Maintenance L.L.C.
Address	410 Hwy 43 S. Suite F-111, Saraland AL. 36571
Telephone	251-391-9073
E-Mail	integritym.17@gmail.com

RFP/RFQ Solicitation Number	PR-044-23
Project Description	Sound Room HVAC & Electrical
Is your company a DBE company?	Yes ☑ No ☐
Work force demographics	Male ✓ Female _____ Minority ✓ Non-minority _____ SDVO _____ Total #of Employees 3

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jason Carter

Signature: Jason Carter Date: 5/22/2023

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jason Carter Title: President

Email: integritym.17@gmail.com Phone: 251-391-9073

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company_____ Your Bid/Proposal Amount $ $40,500.00 Date: 5/22/2023

_____/ _____/_____ Description Sound Room HVAC & Electrical

Name of Bidder/Proposer: Integrity Maintenance L.L.C. - Jason Carter

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
Greg Richardson	251-654-3391	electrical: labor	$8,000	10	no	
Integrity Maintenance L.L.C.	251-391-9073	HVAC: labor & materials	L&M $32,500	90	yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Integrity Maintenance L.L.C.

Contact Person: Jason Carter Phone 251-391-9073 Email integritym.17@gmail.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	✓	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	✓	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	✓	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
✓		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

	✓	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	✓	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
✓		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

✓ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

EXECUTED IN FOUR

PERFORMANCE BOND Bond No. 72560816

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, Integrity Maintenance LLC, 410 Hwy 43 S., Ste. F-111, Saraland, AL 36571, hereinafter called the Principal, and WESTERN SURETY COMPANY, 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 forty-two thousand five hundred and xx/100 Dollars ($42,500.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the 2nd day of June, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Trinity Gardens – Michael C. Dow Amphitheater – Sound Room HVAC & Electrical, 3100 Bank Avenue, Mobile, Alabama 36617, PR-044-23 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 10th day of June, 2023.

CONTRACTOR AS PRINCIPAL
Company: Integrity Maintenance LLC
(Corporate Seal)

By: Jason Carter
(Signature)
Name and Title: Jason Carter
President

SURETY
Company: WESTERN SURETY COMPANY
(Corporate Seal)

By: Michelle Leigh Kidd
(Signature)
Name and Title: MICHELLE LEIGH KIDD
Attorney-in-Fact

Resident Agent: _____
(Signature)
Name and Title: _____
Company Name: ALABAMA INSURANCE EXCHANGE
Address: P. O. BOX 724728
Atlanta, GA 31139
Phone and Fax: 205-988-0800 & 205-987-2080

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

EXECUTED IN FOUR

LABOR AND MATERIAL PAYMENT BOND Bond No. 72560816

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, Integrity Maintenance LLC, 410 Hwy 43 S Ste. F-111 Saraland, AL 36571, as Principal, and WESTERN SURETY COMPANY, 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 forty-two thousand five hundred and 00/100 Dollars ($42,500.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the 2nd day of June, 2021 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Trinity Gardens – Michael C. Dow Amphitheater – Sound Room HVAC & Electrical, 3100 Bank Avenue, Mobile, Alabama 36617, PR-044-23 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 MICHELLE LEIGH KIDD **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 10th day of June, 2023

CONTRACTOR AS PRINCIPAL
Company: Integrity Maintenance LLC
(Corporate Seal)

By: Jason Carter
(Signature)

Name and Title: Jason Carter - President

SURETY
Company: WESTERN SURETY COMPANY
(Corporate Seal)

By: Michelle Leigh Kidd
(Signature)

Name and Title: MICHELLE LEIGH KIDD
Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: ALABAMA INSURANCE EXCHANGE
Address: P. O. BOX 724728
Atlanta, GA 31139
Phone and Fax: 205-988-0800 & 205-987-2080

Owner's Representative: Cassia Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

EXECUTED IN FOUR

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72560816

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint MICHELLE LEIGH KIDD

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Integrity Maintenance LLC

Obligee: City of Mobile

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 72560816 is not issued on or before midnight of August 16th, 2023, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 10th day of June, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA

On this 10th day of June, in the year 2023, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

S. GREEN
NOTARY PUBLIC
SOUTH DAKOTA

Notary Public - South Dakota

My Commission Expires February 12, 2027

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 10th day of June, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-5-2023

Alabama Secretary of State

Integrity Maintenance L.L.C.	
Entity ID Number	000 - 544 - 181
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/21/2019
Registered Agent Name	CARTER, JASON
Registered Office Street Address	410 HWY 43 S. SUITE F-111 SARALAND, AL 36571
Registered Office Mailing Address	410 HWY 43 S. SUITE F-111 SARALAND, AL 36571
Nature of Business	

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	2021 2022 2023

Transactions

Transaction Date	02/26/2019
Miscellaneous Filing Entry	New Entity Effective 02-21-2019 11:18
Transaction Date	10/21/2021
Agent Mailing Address Changed From	CARTER, JASON 5319 HWY 90 W STE 102 PMB # 101 MOBILE, AL 36619
Transaction Date	10/21/2021
Registered Agent Changed From	CARTER, JASON 5319 HWY 90 W STE 102 PMB # 101 MOBILE, AL 36619

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	02/26/2019 Certificate of Formation 3 pgs.
Document Date / Type / Pages	10/21/2021 Registered Agent Change 2 pgs.

Browse Results | New Search

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1640438

Approved by:

E-Verify Employer Agent Employer Integrity Maintenance LLC	
Name (Please Type or Print) Jason Carter	**Title**
Signature Electronically Signed	**Date** 02/09/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 02/09/2021

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1640438

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Integrity Maintenance LLC
Company Facility Address	410 Hwy 43 S suite f 111 Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	833067607
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Karen Thompson
Alabama Insurance Exchange	PHONE (A/C, No, Ext): (205) 988-0800 FAX (A/C, No): (770) 858-7545
PO Box 724728	E-MAIL ADDRESS: karen@aieins.com
Atlanta GA 31139	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED	INSURER A : Western World
Intergrity Maintenance LLC	INSURER B : Auto-Owners Insurance Co. 18988
410 Hwy 43 S Ste F-111	INSURER C : Alabama Home Builders SIF 00004
Saraland AL 36571	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Rev 2023 COI **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR Contract Liability Per CG0001 4/13 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	NPP8934189	05/15/2023	05/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	5219562000	02/28/2023	02/28/2024	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 [ ] RETENTION $	Y	Y	EZXS3116814	05/22/2023	05/22/2024	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	35622	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project# pr-044-23 Trinity Gardens - Michael C Dow Amphitheater sound room hvac & electrical
Contractral liability per form CG0001 04/13
City of Mobile is an additional insured as respects to general liability, auto liability. and umbrella. General liability and Auto liability is primary and non-contributory. Umbrella follows form. Waiver of subrogation in favor of City of Mobile as respects to general liabilitym auto liability and umbrella . 30 day cancellation in favor of City of Mobile as respects to general liability. By waiving subrogation, the employer and servicing agent may still receive reimbursement
from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a lawsuit against City of Mobile.

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michelle Kidd

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

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2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statue, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragrah **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of maufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

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(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

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(4) Any federal, state or local statue, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments — Coverages **A** and **B**.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any matter, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any matter, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods — Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising our of the wrong description of the price of goods, products or services stated in your "advertisement".

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i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording and Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

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2. Each of the following is also an insured:

   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

      (1) "Bodily injury" or "personal and advertising injury":

         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

         (d) Arising out of his or her providing or failing to provide professional health care services.

      (2) "Property damage" to property:

         (a) Owned, occupied or used by;

         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

   b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

   c. Any person or organization having proper temporary custody of your property if you die, but only:

      (1) With respect to liability arising out of the maintenance or use of that property; and

      (2) Until your legal representative has been appointed.

   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

   a. Medical expenses under Coverage **C**;

   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

   c. Damages under Coverage **B**.

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3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

   a. Damages under Coverage **A**; and

   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

   (1) How, when and where the "occurrence" or offense took place;

   (2) The names and addresses of any injured persons and witnesses; and

   (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. If a claim is made or "suit" is brought against any insured, you must:

   (1) Immediately record the specifics of the claim or "suit" and the date received; and

   (2) Notify us as soon as practicable.

   You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. You and any other involved insured must:

   (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

   (2) Authorize us to obtain records and other information;

   (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

   (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant for the claimant's legal representation.

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4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

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b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph a. above;

(2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

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9. "Insured contract" means:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

   b. A sidetrack agreement;

   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. An elevator maintenance agreement;

   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

      Paragraph **f.** does not include that part of any contract or agreement:

      (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

      (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

         (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

         (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

      (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

   b. While it is in or on an aircraft, watercraft or "auto"; or

   c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

   but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

   b. Vehicles maintained for use solely on or next to premises you own or rent;

   c. Vehicles that travel on crawler treads;

   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

      (1) Power cranes, shovels, loaders, diggers or drills; or

      (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

   e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

      (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

      (2) Cherry pickers and similar devices used to raise or lower workers;

   f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

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As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

    a. Means:

        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

            (a) You;

            (b) Others trading under your name; or

            (c) A person or organization whose business or assets you have acquired; and

        (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

    b. Includes:

        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

        (2) The providing of or failure to provide warnings or instructions.

    c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

    a. Means:

        (1) Work or operations performed by you or on your behalf; and

        (2) Materials, parts or equipment furnished in connection with such work or operations.

    b. Includes:

        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

        (2) The providing of or failure to provide warnings or instructions.

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AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

For the improvements to the Community Center interior and a new ADA ramp at the Hope Community Center

Amount of Contract:

$193,600.00

Funding Source

Project # Hope Community Center - New ADA Ramp and Interior Improvements PR-090-21

Discretionary Funds

Project String C0308 CIP Parks-Hope Comm Center Impro (CIP: 2025-P-003) (20002000-48010)

Contract Number:4544

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-090-21 Hope Community Center - New ADA Ramp and Interior Improvements	Cover Memo	7/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	7/13/2023 - 9:46 AM
Capital	Rhodes, Brenda	Approved	7/13/2023 - 11:26 AM
Legal	Kern, Chris	Approved	7/13/2023 - 1:01

Mayors Office	Montgomery, Brandi	Approved	7/13/2023 - 2:44 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company:	INTEGRITY MAINTENANCE LLC
Project Name:	HOPE COMMUNITY CENTER – NEW RAMP & INTERIOR IMPROVEMENTS
Project Number:	PR-090-21
Amount:	$193,600.00 (CIP: 2025-P-003)

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP PARKS-HOPE COMM CENTER IMPRO

CAPITAL PROJECT #: C0308 (CIP:2025-P-003) (20002000-48010)

CONTRACT AMOUNT: $193,600.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-090-21

PROJECT DESCRIPTION: FOR THE IMPROVEMENTS TO THE COMMUNITY CENTER INTERIOR AND A NEW ADA RAMP AT THE HOPE COMMUNITY CENTER (850 EDWARDS ST).

VENDOR NAME: INTEGRITY MAINTENANCE LLC

VENDOR NUMBER: 295931

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

*****General Construction requires Change Order for 10% overages.***

Prepared by: Katie Cassil – Secretary III **Date:** 7/10/2023

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

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

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

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

Integrity Maintenance, LLC
410 Hwy 43 South, Suite F-111
Saraland, Alabama 36571

City of Mobile Business License Number: 114046
Secretary of State Registration Number: 000-544-181

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

Hope Community Center Improvements – New Ramp & Interior Improvements
850 Edwards Street
Mobile, Alabama 36610

PR-090-21
For the improvements to the community center interior and a new ADA ramp.

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

Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827
And
Goodwyn Mills Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, Alabama 36602

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (1499683401)

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 twenty (120) 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.

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one hundred ninety-three thousand six hundred and 00/100 Dollars ($193,600.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$183,600.00
Contingency Allowance:	$ 10,000.00
Total Bid:	$193,600.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
(Row deleted)

Hope Community Park Contingency Allowance: $10,000.00

Contingency Allowance: Ten thousand and 00/100 Dollars ($10,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
1. Trench Earth Excavation & backfill	CY	$300.00
2. Hand Earth Excavation & backfill	CY	$170.00
3. Topsoil	CY	$80.00
4. Sod	SY	$20.00
5. Seeding and Mulching	SY	$30.00
6. Silt Fencing	LF	$10.00
7. New Concrete Sidewalk (4" Thick)	CY	$300.00
8. Electrical – Data and Phone Outlet in Wall	EA	$150.00
9. Electrical – Duplex Power Outlet in Wall (120V)	EA	$150.00
10.Electrical – Power Outlet in Wall (240V)	EA	$200.00
11.Electrical – Junction Box in Wall	EA	$150.00
12.Electrical – Power Outlet in Wall (240V)	EA	$200.00
13.Electrical – Exit Light	EA	$200.00
14.Fire Extinguisher and Cabinet	EA	$540.00
15.3 5/8" Interior Walls w/ Drywall ea. Side tape and finished with sound batt in cavity.	SF	$12.00
16.6" Interior Walls w/ Drywall ea. Side tape and finished with sound batt in cavity.	SF	$15.00
17.Standard Acoustical Ceiling	SF	$20.00

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18.Standard Vinyl Ceiling	SF	$23.00
19.Un-faced Sound Batt Insulation Above Suspended Ceiling.	SF	$5.00
20.Caulking and (2 Coats) Painting of Finished Gypsum Board Walls	SF	$4.50
21.4 ½" Rubber Cove Base	LF	$6.00

§ 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;

.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.

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§ 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 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:

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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 I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Integrity Maintenance, LLC. has completed the contract PR-090-21 for Hope Community Center Improvements – New Ramp and Interior Improvements, 850 Edwards Street, Mobile, Alabama 36610. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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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)

Jason Carter, President
Integrity Maintenance, LLC
410 Highway 43, Suite F-111
Saraland, Alabama 36571
Email: Integritym.17@gmail.com
Telephone: (251) 391-9073

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

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.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.
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.

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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: $5,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

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D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum 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.

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

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

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(Paragraph deleted)

.3 Drawings

Number	Title	Date
C-G0.00	TITLE SHEET	5/17/23
C-G1.01	INDEX OF DRAWINGS & GENERAL INFORMATION	5/17/23
C-G1.02	GENERAL NOTES	5/17/23
C-G1.11	ACCESSIBILITY INFORMATION	5/17/23
C-G2.01	BUILDING CODE SUMMARY	5/17/23
C-G2.02	LIFE SAFETY PLAN	5/17/23
C-A0.00	PARTIAL SITE PLAN	5/17/23
C-A0.01	DEMOLITON PLAN	5/17/23
C-A0.02	DEMOLITION RCP	5/17/23
C-A1.01	NEW FLOOR PLAN	5/17/23
C-A1.11	ENLARGED PLANS & INTERIOR ELEVATIONS	5/17/23
C-A2.01	NEW REFLECTED CEILING PLAN	5/17/23
C-A4.01	RAMP PLAN & DETAILS	5/17/23
C-A6.01	DOOR SCHEDULE, LEGEND, & DETAILS	5/17/23
C-A7.01	INTERIOR ELEVATIONS	5/17/23
C-A7.11	MILLWORK DETAILS	5/17/23
C-A8.01	FINISH PLAN & SCHEDULE	5/17/23
C-P0.01	LEGENDS, NOTES & ABBREVIATIONS	5/17/23
C-P1.01	PLUMBING DEMOLITION	5/17/23
C-P2.01	FLOOR PLAN – PLUMBING	5/17/23
C-P3.01	DETAILS	5/17/23
C-E0.01	ELECTRICAL LEGEND & ABBREVIATIONS	5/17/23
C-E0.02	ELECTRICDAL SPECIFICATIONS AND NOTES	5/17/23
C-E1.11	COMMUNITY CENTER LIGHTING PLAN – DEMOLITION	5/17/23
C-E2.11	COMMUNITY CENTER LIGHTING PLAN – NEW WORK	5/17/23

.4 Specifications

Section	Title	Date
	SPECIFICATIONS PART A	
DIVISION 1	GENERAL REQUIREMENTS	
010050	PROJECT SAFETY	5/17/23
012100	ALLOWANCES	5/17/23
012200	UNIT PRICES	5/17/23
013100	PROJECT MANAGEMENT AND COORDINATION	5/17/23
013200	CONSTRUCTION PROGRESS DOCUMENTATION	5/17/23
	SUBMITTAL PROCEDURES	
013300	SUBSTITUTION PROCEDURES	5/17/23
016350	EXECUTION REQUIREMENTS	5/17/23
017000	OPERATIONS AND MAINTENANCE MANUALS	5/17/23
017823	PROJECT RECORD DOCUMENTS	5/17/23
017839		5/17/23
	EXSITING CONDITIONS	
DIVISION 2	SELECTIVE DEMOLITION	
024119		5/17/23
	CONCRETE	
DIVISION 3	SITE CONCRETE	
033100		5/17/23
	STEEL	
DIVISION 5	HANDRAILS AND RAILINGS	
055200		5/17/23

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	WOOD, PLASTICS, COMPOSITES	
DIVISION 6	ROUGH CARPENTRY	
061000	ARCHITECTURAL WOODWORK	5/17/23
064000		5/17/23
	DOORS AND WINDOWS	
DIVISION 8	OPERABLE PARTITIONS	
083513	DOOR HARDWARE	5/17/23
087100		5/17/23
	FINISHES	
DIVISION 9	TILE	
093000	ACCOUSTICAL TILE CEILIINGS	5/17/23
095123	INTERIOR PAINTING	5/17/23
099123		5/17/23
	SPECIALTIES	
DIVISION 10	SIGNAGE	
101400	SOLID-PHONLIC TOILET COMPARTMENTS	5/17/23
102113	TOILET ACCESSORIES	5/17/23
102800	BABY CHANGING STATIONS	5/17/23
102814		5/17/23
	FURNISHINGS	
DIVISION 12	ENTRANCE FLOOR MATS	
124813		5/17/23
	ELECTRICAL	
DIVISION 22	PLUMBING GENERAL	
220000	CODES AND STANDARDS	5/17/23
220010	PLUMBING RELATED WORK	5/17/23
220020	SLEEVES AND SLEEVE SEALS	5/17/23
220517	VALVES	5/17/23
220523	HANGERS AND SUPPORTS	5/17/23
220529	TESTING, CLEANING, AND STERILIZATION	5/17/23
220539	FOR PLUBMING PIPING	5/17/23
	PLUMBING IDENTIFICATION	
220553	PLUMBING PIPING INSULATION	5/17/23
220719	DOMESTIC WATER PIPING	5/17/23
221116	SANITARY WASTE AND VENT PIPING	5/17/23
221316	PLUMBING FIXTURES	5/17/23
224000		5/17/23
	ELECTRICAL (SPECS ARE ON DRAWINGS)	
DIVISION 26		5/17/23
	EARTHWORK	
DIVISION 31	TERMITE CONTROL	5/17/23
313116		5/17/23
	EXTERIOR IMPROVEMENTS	
DIVISION 32	SEEDING & RESTORATION	
329219		5/17/23
EXHIBIT	SCOPE OF WORK	
EXHIBIT A	ELECTRICAL COM CHECKS	5/17/23
EXHIBIT B		5/17/23

.5 Addenda, if any:

Number	Date
ADDENDUM #1	4/17/23
ADDENDUM #2	5/02/23
ADDENDUM #3	5/11/23

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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	AIA Document A701-Instructions to Bidders
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201
	Details of Project Sign

§ 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

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oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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This Agreement entered into as of the day and year first written above.

City of Mobile

OWNER *(Signature)*

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

Legal Name of Party to Contract:
Contractor: Integrity Maintenance, LLC

Jason Carter
CONTRACTOR *(By Signature)*

Jason Carter, 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 Jason Carter as President of Integrity Maintenance, LLC. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 31 day of May, 2023.

Breanna Byrd
NOTARY PUBLIC
My Commission Expires: 9-20-2026

BREANNA BYRD
NOTARY PUBLIC
ALABAMA STATE AT LARGE
My Commission Expires 09-20-2026

Init.
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EXHIBIT A
SCOPE OF WORK

HOPE COMMUNITY CENTER

NEW RAMP/INTERIOR IMPROVEMENTS

Project #PR-090-21

The work of this contract consists a new ramp and sidewalk connecting the gymnasium to the existing sidewalk, new exterior lighting, and interior improvements including restroom upgrades, door hardware, cabinetry, signage, partition door, and painting.

END OF SCOPE OF WORK

Bond No. 72558958

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, Integrity Maintenance LLC 410 Hwy 43 S., Ste. F-111, Saraland, AL 36571, hereinafter called the Principal, and WESTERN SURETY COMPANY 151 N. Franklin, 17th Fl., Chicago, IL 60606, 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 Hundred Ninety Three Thousand Six Hundred and xx/100 Dollars ($193,600.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the 22nd day of May, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete PR-090-21 Hope Community Center Improvements – New Ramp & Interior Improvements, Mobile, Alabama 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 2nd day of June, 2023.

CONTRACTOR AS PRINCIPAL
Company: Integrity Maintenance LLC
(Corporate Seal)

By: Jason Carter
(Signature)

Name and Title: Jason Carter
President

SURETY
Company: WESTERN SURETY COMPANY
(Corporate Seal)

By: Cassandra Whitworth Agan
(Signature)

Name and Title: CASSANDRA WHITWORTH AGAN, Attorney-in-Fact

Resident Agent: NOT NEEDED
(Signature)

Name and Title:
Company Name: ALABAMA INSURANCE EXCHANGE
Address: 2032 VALLEYDALE RD.
BIRMINGHAM, AL 35244-2006
Phone and Fax: 205-988-0800 / 205-987-2080

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Bond No. 72558958

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, Integrity Maintenance LLC, 410 Hwy 43 S., Ste. F-111, Saraland, AL 36571, as Principal, and WESTERN SURETY COMPANY, 151 N. Franklin, 17th Fl., Chicago, IL 60606, 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 Hundred Ninety Three Thousand Six Hundred and xx/100 ($193,600.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the 22nd day of May, 2023 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete PR-090-21 Hope Community Center Improvements – New Ramp & Interior Improvements, Mobile, Alabama 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 CASSANDRA WHITWORTH AGAN **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 2nd day of June, 2023

CONTRACTOR AS PRINCIPAL
Company: Integrity Maintenance LLC
(Corporate Seal)

By: Josh Carter
(Signature)

Name and Title: Jason Carter - President

SURETY
Company: WESTERN SURETY COMPANY
(Corporate Seal)

By: Cassandra Whitworth Agan
(Signature)

Name and Title: CASSANDRA WHITWORTH AGAN, Attorney-in-Fact

Resident Agent: NOT NEEDED
(Signature)

Name and Title:
Company Name: ALABAMA INSURANCE EXCHANGE
Address: 2032 VALLEYDALE RD.
BIRMINGHAM, AL 35244-2006
Phone and Fax: 205-988-0800 / 205-987-2080

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72558958

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint CASSANDRA WHITWORTH AGAN

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Integrity Maintenance LLC

Obligee: City of Mobile

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 72558958 is not issued on or before midnight of September 30th, 2023, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 2nd day of June, 2023.

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY

Larry Kasten, Vice President

On this 2nd day of June, in the year 2023, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

S. GREEN
NOTARY PUBLIC
SOUTH DAKOTA

Notary Public - South Dakota

My Commission Expires February 12, 2027

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 2nd day of June, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-5-2023

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	Integrity Maintenance L.L.C.
Address	410 Hwy 43 S. Suite F-111, Saraland AL. 36571
Telephone	251-391-9073
E-Mail	integritym.17@gmail.com

RFP/RFQ Solicitation Number	PR-090-21
Project Description	New ramp install & interior renovations
Is your company a DBE company?	Yes ☑ No ☐
Work force demographics	Male ✓ Female _____ Minority ✓ Non-minority _____ SDVO _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jason Carter

Signature: Jason Carter Sr. Date: 5/14/2023

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jason Carter Title: President

Email: integritym.17@gmail.com Phone: 251-391-9073

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_____ Your Bid/Proposal Amount $ 193,600 Date: 5/14/2023

_____/ _____/_____ Description new ramp and interior improvements

Name of Bidder/Proposer: Jason Carter/ Integrity Maintenance L.L.C.

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
Integrity Maintenance L.L.C.		new ramp and interior improvements	l&m= $170,600	80%	yes	
Banks Electrical		electrical	$5000.00	10%	no	
Complete Plumbing&Const		plumbing	$8000.00	10%	no	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Integrity Maintenance L.L.C.

Contact Person: Jason Carter Phone 251-391-9073 Email integritym.17@gmail.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	✓	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	✓	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	✓	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
✓		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

	✓	
	✓	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	✓	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
✓		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

✓ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Alabama Secretary of State

Integrity Maintenance L.L.C.	
Entity ID Number	000 - 544 - 181
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/21/2019
Registered Agent Name	CARTER, JASON
Registered Office Street Address	410 HWY 43 S. SUITE F-111 SARALAND, AL 36571
Registered Office Mailing Address	410 HWY 43 S. SUITE F-111 SARALAND, AL 36571
Nature of Business	

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	2021 2022 2023

Transactions

Transaction Date Miscellaneous Filing Entry	02/26/2019 New Entity Effective 02-21-2019 11:18
Transaction Date Agent Mailing Address Changed From	10/21/2021 CARTER, JASON 5319 HWY 90 W STE 102 PMB # 101 MOBILE, AL 36619
Transaction Date Registered Agent Changed From	10/21/2021 CARTER, JASON 5319 HWY 90 W STE 102 PMB # 101 MOBILE, AL 36619

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	02/26/2019	Certificate of Formation	3 pgs.
Document Date / Type / Pages	10/21/2021	Registered Agent Change	2 pgs.

Browse Results New Search

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1640438

Approved by:

E-Verify Employer Agent Employer Integrity Maintenance LLC	
Name (Please Type or Print) Jason Carter	**Title**
Signature Electronically Signed	**Date** 02/09/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 02/09/2021

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1640438

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Integrity Maintenance LLC
Company Facility Address	410 Hwy 43 S suite f 111 Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	833067607
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Karen Thompson
Alabama Insurance Exchange	PHONE (A/C, No, Ext): (205) 988-0800 FAX (A/C, No): (770) 858-7545
PO Box 724728	E-MAIL ADDRESS: karen@aieins.com
Atlanta GA 31139	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED	INSURER A : Western World
Intergrity Maintenance LLC	INSURER B : Auto-Owners Insurance Co. 18988
410 Hwy 43 S Ste F-111	INSURER C : Alabama Home Builders SIF 00004
Saraland AL 36571	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Rev 2023 COI **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR Contract Liability Per CG0001 4/13 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	NPP8934189	05/15/2023	05/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 50,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	5219562000	02/28/2023	02/28/2024	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 [ ] RETENTION $	Y	Y	EZXS3116814	05/22/2023	05/22/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 4,000,000 $ 4,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	35622	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project# PR-092-21- Hope Community Center- Improvements - New Ramp & Interior Improvements
Contractral liability per form CG0001 04/13
City of Mobile is an additional insured as respects to general liability, auto liability, and umbrella. General liability and Auto liability is primary and non-contributory. Umbrella follows form. Waiver of subrogation in favor of City of Mobile as respects to general liabilitym auto liability and umbrella . 30 day cancellation in favor of City of Mobile as respects to general liability. By waiving subrogation, the employer and servicing agent may still receive reimbursement
from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a lawsuit against City of Mobile.

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michelle Kidd

© 1988-2015 ACORD CORPORATION. All rights reserved.

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 5/25/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY: Alabama Insurance Exchange PO Box 724728 Atlanta GA 31139 PHONE (A/C, No, Ext): (205)988-0800 FAX (A/C, No): (770)858-7545 E-MAIL ADDRESS: michelle@aieins.com CODE: SUB CODE: AGENCY CUSTOMER ID #: 00113177	COMPANY: American Zurich Insurance 5011 Gate Parkway, Ste 150 Jacksonville FL 32256
INSURED: Intergrity Maintenance LLC 410 Hwy 43 S Ste F-111 Saraland AL 36571	LOAN NUMBER: POLICY NUMBER: ER74148360 EFFECTIVE DATE: 7/1/2023 EXPIRATION DATE: 1/1/2024 ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc# 00001/Bldg# 00001
850 Edwards Street
Mobile, AL 36610

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builder Risk, Special Form,Replacement Cost	172,876	1000

REMARKS (Including Special Conditions)

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
Michelle Kidd/KTHOMP

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AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

For the design and construction administration of a new tennis court, site and clubhouse improvements at Lyons Park

Amount of Contract:

$64,250.00

Funding Source

Project # Lyons Park - Improvements Phase 2 PR-051-23 — **Discretionary Funds**

Project String C0202 CIP Park-Lyon Park Improvements (CIP:2023-P-004 D2) (20002000-42200) — **Contract Number:**4543

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-051-23 Lyons Park - Improvements Phase 2	Cover Memo	7/12/2023
Updated COI	Cover Memo	7/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	7/13/2023 - 9:47 AM
Capital	Rhodes, Brenda	Approved	7/13/2023 - 11:48 AM

Legal	Kern, Chris	Approved	7/13/2023 - 12:48 PM
Mayors Office	Montgomery, Brandi	Approved	7/13/2023 - 2:44 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company:	CHRISTIAN PREUS LANDSCAPE ARCHITECTURE P.L.L.C.
Project Name:	LYONS PARK - IMPROVEMENTS PHASE 2
Project Number:	PR-051-23
Amount:	$64,250.00 (CIP:2023-P-004 D2)

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP PARK-LYON PARK IMPROVEMENTS

CAPITAL PROJECT #: C0202 (CIP:2023-P-004 D2) (20002000-42200)

CONTRACT AMOUNT: $64,250.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-051-23

PROJECT DESCRIPTION: FOR THE DESIGN & OBSERVATION OF CONSTRUCTION OF A NEW TENNIS COURT, SITE AND CLUBHOUSE IMPROVEMENTS AT LYONS PARK (180 LYONS PARK AVENUE).

VENDOR NAME: CHRISTIAN PREUS LANDSCAPE ARCHITECTURE, P.L.L.C.

VENDOR NUMBER: 295003

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X ; 5% of the 1st 50% ___ or

If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

*****General Construction requires Change Order for 10% overages.***

Prepared by: Katie Cassil – Secretary III **Date:** 7/12/2023

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

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

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

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

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

Christian Preus Landscape Architecture, P.L.L.C.
307 De La Mare Avenue
Fairhope, Alabama 36532

City of Mobile Business License No.: 107623
Secretary of State Registration No.: 000-313-494

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

Lyons Park – Improvements Phase 2
180 Lyons Park Avenue
Mobile, Alabama 36604

PR-051-23
For the design and observation of construction of a new tennis court, site and clubhouse improvements

The Owner and Architect 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.

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Lyons Park – Improvements Phase 2 and in Exhibit 1, Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in the consultant's fee proposal dated March 21, 2023, respectively.

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

For new construction and renovation designs to Lyons Park, as outlined in the Consultant's fee proposal.

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

The estimated cost of construction at Lyons Park is Six Hundred Fifty Thousand and 00/100 Dollars ($650,000.00).

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

.1 Design phase milestone dates, if any:

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Thirty percent (30%), sixty percent (60%), and ninety percent (90%) completions.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

Within One Hundred Eighty (180) days from the Notice to Proceed.

.4 Other milestone dates:

N/A

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

Competitive Bid.

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

N/A

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

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

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

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

N/A

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

.1 Surveyor:

Wattier Surveying
4318 Downtowner Loop North
Building #H
Mobile, Alabama 36609

.2

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(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

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

Christian Preus, Landscape Architect
Christian Preus Landscape Architecture, P.L.L.C.
307 De La Mare Avenue
Fairhope, Alabama 36532
Email: christian@christianpreus.com
(228) 547-8586

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Architect:

Mott MacDonald
107 Saint Francis Street
Suite 2900
Mobile, Alabama 36602
Catarina Echols
(251) 343-4366

.2 Electrical Engineer:

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

3 Mechanical:

Smith Mechanical Consulting and Design
813 Downtowner Boulevard
Suite B
Mobile, AL 36609
Roger Smith
(251) 461-6397

(Paragraphs deleted)

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

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

(Paragraph deleted)

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

(Paragraph deleted)

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

.1 Workers' Compensation/Employer's Liability:

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

.3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 Comprehensive General Liability Insurance:

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

.1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

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.1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

.2 Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Professional Liability Insurance:

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

6. Endorsements:

All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to name City of Mobile as an Additional Insured.

.2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

.4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

.5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents.

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User Notes: (1180841811)

.2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information

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given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to assess the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	N/A
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

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(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services
The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

- **.5** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

- **.6** Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

- **.1** Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- **.2** Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- **.3** Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- **.4** Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- **.5** Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 ___ (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

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§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction

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are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

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from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES
§ 8.1 General
§ 8.1.1 N/A
§ 8.1.2 N/A
§ 8.1.3 N/A

(Paragraphs deleted)
§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT's negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents to the extent such defense is covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.7 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

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§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

A. Basic Services Stipulated Sum:	$ 62,000.00
B. Permitting – Land Disturbance Reimbursable Expenses:	$ 2,000.00
C. Printing Reimbursable Expenses:	$ 250.00

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A. Total Contract Amount: (not to exceed) $ 64,250.00

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15%)
Design Development Phase	twenty-five	percent (	25%)
Construction Documents Phase	twenty-five	percent (	25%)
Procurement Phase and	twenty	percent (	20%)
Construction Phase	fifteen	percent (	15%)
Total Basic Compensation	one hundred	percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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See Exhibit A

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
(Paragraphs deleted)
.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

(Paragraphs deleted)
§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1

(Paragraph deleted)
§ 11.10.2 Progress Payments
§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.
(Insert rate of monthly or annual interest agreed upon.)

0%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

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.5 The City utilizes e-Builder as its project management system. e-Builder is a secure data collection site: https://www.e-builder.net. Firms and/or individuals, including subconsultants, shall use e-Builder as an essential component of project management with the City of Mobile. Membership fees to participate in City of Mobile projects within the eBuilder project management system are free to the City's consultants and contractors.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- a. Proposal for Architectural Services, Exhibit A
- b. Insurance Requirements, Exhibit 1
- c. Architect's E-Verify Documentation
- d. Architect's Subcontracting Plan for Disadvantaged Business Enterprises, Exhibits 3A, 3B, 3C, & 3D

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

§ 14.1 Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 15 IMMIGRATION LAW

§ 15.1 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

ARTICLE 18 For the purposes of articles 8.1.6, 8.1..5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

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This Agreement entered into as of the day and year first written above.

City of Mobile

OWNER *(Signature)*

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

Legal Name of Party to Contract-Consultant
Christian Preus Landscape Architecture, P.L.L.C.

ARCHITECT *(Signature)*

Christian Preus, President
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Baldwin

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Christian Preus as president of Christian Preus Landscape Architects, P.L.L.C. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of president.
Sworn to and subscribed for me this 18th day of May, 2023.

NOTARY PUBLIC
My Commission Expires: 2/4/26

KADY LYNN WIRTH NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Feb. 04, 2026

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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	Christian Preus Landscape Architecture, PLLC
Address	307 De La Mare Fairhope, AL 36532
Telephone	855-539-5086
E-Mail	christian@christianpreus.com

RFP/RFQ Solicitation Number	n/a
Project Description	Lyons Park Phase II
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 4 Female 2 Minority _____ Non-minority _____ SDVO _____ Total #of Employees 6

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Christian Preus

Signature: _____ Date: 05/25/2023

Title: Principal

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: Christian Preus Title: Principal

Email: christian@christianpreus.com Phone: 855-839-5086

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 Christian Preus Landscape Architecture, PLLC Your Bid/Proposal Amount $ $64,250 Date: 05.19.23

____/____/____ Description _____

Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Dell Consulting	850-332-5687	electrical engineering	$14,750	23%	no	
EDT Engineering	251-415-4637	civil engineering	$16,885	26%	yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Christian Preus Landscape Architecture, PLLC

Contact Person: Christian Preus Phone 855-839-5086 Email christian@christianpreus.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
	x	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	x	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
x		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
x		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
x		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	x	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	x	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

x		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
x		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	x	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Alabama Secretary of State

Christian Preus Landscape Architecture, P.L.L.C.	
Entity ID Number	000 - 313 - 494
Entity Type	Foreign Limited Liability Company
Principal Address	1011 Desoto Street Ocean Springs, MS 39564
Principal Mailing Address	1011 Desoto Street Ocean Springs, MS 39564
Status	Exists
Place of Formation	Mississippi
Formation Date	07/11/2011
Qualify Date	07/15/2014
Registered Agent Name	Preus, Christian H
Registered Office Street Address	556 South Section Street Fairhope, AL 36533
Registered Office Mailing Address	556 South Section Street Fairhope, AL 36533
Nature of Business	
Doing Business in AL Since	07/28/2014
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2015 2016 2017 2018 2019 2021 2022
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/15/2014 Certificate of Formation 2 pgs.

New Search

E-Verify

Company ID Number: 674165

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Christian Preus Landscape Architecture, PLLC
Company Facility Address	1011 Desoto Street Ocean Springs, MS 39564
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	453072946
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

E-Verify

Company ID Number: 674165

Approved by:

Employer Christian Preus Landscape Architecture, PLLC	
Name (Please Type or Print) Christian H Preus	Title
Signature Electronically Signed	Date 05/22/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/24/2013

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Greg H English
Greg H English PO Box 601 Ocean Springs MS 39564	PHONE (A/C, No, Ext): 228-818-3272 FAX (A/C, No): 228-818-3206 E-MAIL ADDRESS: greg@englishinsuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HISCOX	10200
INSURER B : PROGRESSIVE COMMERCIAL	12879
INSURER C : CAPITOL SPECIALTY INS	11095
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Christian Preus Landscape Architecture, PLLC
307 De La Mare Avenue
Fairhope AL 36532

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X	X	UDC-4970271-CGL-21	09/29/2022	09/29/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $50,000 $5,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS X SCHEDULED AUTOS NON-OWNED AUTOS	X	X	078258585-0	01/02/2023	07/02/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	PROFESSIONAL LIABILITY	X	X	SGC0006107-06	04/09/2023	04/09/2024	$1,000,000 Each Erroneous Act $1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

City of Mobile is included as an Additional Insured in respect to General Liabilit, Auto Liability, and Professional Liability. All policies except workers compensation shall be Primary and Non contributory with any other insurance in-force or which may be purchased by AI. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Auto Liability, and Professional Liability. 30 days notice of cancellation , non-renewal, or material change shall apply (except 10 days for non-payment)

Project #: PR-051-23 / Lyons Park Improvements Phase 2

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
PO Box 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ENGLISH G/METJ052278
PO BOX 601
OCEAN SPRINGS, MS 39566
1-228-818-3272

PROGRESSIVE COMMERCIAL

Policy number: 07825858
Underwritten by:
Progressive Specialty Insurance Co
NAIC Number: 32786
May 17, 2023

Certificate of Insurance

Certificate Holder

Additional Insured
City of Mobile Architectural Engineering Department
PO Box 1827
Mobile, AL 36633

Insured

CHRISTIAN PREUS LANDSCAPE ARCHITECT, PLLC
307 DE LA MARE AVENUE
FAIRHOPE, AL 36532

Agent

ENGLISH G/METJ052278
PO BOX 601
OCEAN SPRINGS, MS 39566

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies. Liability coverage may not apply to all scheduled vehicles.

Policy Effective Date: Jan 2, 2023	Policy Expiration Date: Jul 2, 2023
Insurance coverage(s)	**Limits**
Bodily Injury/Property Damage	$2,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2023 VOLVO XC90 YV4L12PN9P1935302	
Comprehensive	$500 Ded
Collision	$500 Ded

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

Form 5241 (05/16)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Greg H English PO Box 601 Ocean Springs MS 39564	**CONTACT NAME:** Greg H English **PHONE (A/C, No, Ext):** 228-818-3272 **FAX (A/C, No):** 228-818-3206 **E-MAIL ADDRESS:** greg@englishinsuranceagency.com
INSURED Christian Preus Landscape Architect 307 De La Mare Avenue Fairhope AL 36532	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** HISCOX — 10200 **INSURER B :** PROGRESSIVE COMMERCIAL — 12879 **INSURER C :** CAPITOL SPECIALTY INS — 11095 **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	[X]	[X]	UDC-4970271-CGL-21	09/29/2022	09/29/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $50,000 $5,000 $1,000,000 $2,000,000 $2,000,000
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS	[X]	[X]	078258585-0	07/02/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	[ ]	[ ]				EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	[ ]				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	PROFESSIONAL LIABILITY	[X]	[X]	SGC0006107-06	04/09/2023	04/09/2024	$1,000,000 Each Erroneous Act $1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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Project #: PR-051-23 / Lyons Park Improvements Phase 2

CERTIFICATE HOLDER	**CANCELLATION**
City of Mobile PO Box 1827 Mobile AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE**

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AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Unleaded and diesel fuel for Municipal Garage.

General fund.

Amount of Contract:
Total all purchases = $207,733.90

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230707 Agenda Package Fuel POs	Cover Memo	7/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/13/2023 - 2:39 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
11808	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$18,820.64	(279229) PETROLEUM TRADERS CORPORATION
11809	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$18,820.64	(279229) PETROLEUM TRADERS CORPORATION
11810	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$18,820.64	(279229) PETROLEUM TRADERS CORPORATION
11811	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$18,820.64	(279229) PETROLEUM TRADERS CORPORATION
11812	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$18,820.64	(279229) PETROLEUM TRADERS CORPORATION
11813	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$20,255.70	(279229) PETROLEUM TRADERS CORPORATION

11814	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$18,675.00	(279229) PETROLEUM TRADERS CORPORATION
11815	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$18,675.00	(279229) PETROLEUM TRADERS CORPORATION
11816	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$18,675.00	(279229) PETROLEUM TRADERS CORPORATION
11818	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$18,675.00	(279229) PETROLEUM TRADERS CORPORATION
11819	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$18,675.00	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00011808-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.29000	18778.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18778.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00011808-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 18820.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18820.64	2395508.78
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	07/06/23	DONALD ROSE	Auto approved by: 9105neej
Approved	07/06/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	07/06/23	JOHN PAINE	Auto approved by: 9105neej
Approved	07/06/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	07/06/23	JAMES NEESE JR	

Bill To	Requisition 00011808-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00011809-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.29000	18778.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18778.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00011809-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 18820.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18820.64	2395508.78
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	07/06/23	DONALD ROSE	Auto approved by: 9105neej
Approved	07/06/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	07/06/23	JOHN PAINE	Auto approved by: 9105neej
Approved	07/06/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	07/06/23	JAMES NEESE JR	

Bill To	Requisition 00011809-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00011810-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.29000	18778.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18778.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00011810-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 18820.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18820.64	2395508.78
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	07/06/23	DONALD ROSE	Auto approved by: 9105neej
Approved	07/06/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	07/06/23	JOHN PAINE	Auto approved by: 9105neej
Approved	07/06/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	07/06/23	JAMES NEESE JR	

Bill To	Requisition 00011810-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00011811-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.29000	18778.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18778.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00011811-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 18820.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18820.64	2395508.78
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	07/06/23	DONALD ROSE	Auto approved by: 9105neej
Approved	07/06/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	07/06/23	JOHN PAINE	Auto approved by: 9105neej
Approved	07/06/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	07/06/23	JAMES NEESE JR	

Bill To	Requisition 00011811-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00011812-00 FY 2023
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	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8200.00 GALLON	2.29000	18778.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18778.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	8200.00 EACH	0.00520	42.64
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00011812-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 18820.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18820.64	2395508.78
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	07/06/23	DONALD ROSE	Auto approved by: 9105neej
Approved	07/06/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	07/06/23	JOHN PAINE	Auto approved by: 9105neej
Approved	07/06/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	07/06/23	JAMES NEESE JR	

Bill To	Requisition 00011812-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00011813-00 FY 2023
MUNICIPAL GARAGE	PO 23011047
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/23	279229	07/10/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7530.00 GALLON	2.69000	20255.70
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20255.70
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
003	MARGIN PRICE	7530.00 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 00011813-00 FY 2023
MUNICIPAL GARAGE	PO 23011047
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/23	279229	07/10/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20255.70

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20255.70	2394272.88
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	07/06/23	DONALD ROSE	Auto approved by: 9105neej
Approved	07/06/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	07/06/23	JOHN PAINE	Auto approved by: 9105neej
Approved	07/06/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	07/06/23	JAMES NEESE JR	

Bill To	Requisition 00011813-00 FY 2023
MUNICIPAL GARAGE	PO 23011047
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/23	279229	07/10/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00011814-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL. STATE CONTRACT.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	2.49000	18675.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18675.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00011814-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 18675.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18675.00	2394272.88
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	07/06/23	DONALD ROSE	Auto approved by: 9105neej
Approved	07/06/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	07/06/23	JOHN PAINE	Auto approved by: 9105neej
Approved	07/06/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	07/06/23	JAMES NEESE JR	

Bill To	Requisition 00011814-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00011815-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL. STATE CONTRACT.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	2.49000	18675.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18675.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 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 00011815-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 18675.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18675.00	2394272.88
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	07/06/23	DONALD ROSE	Auto approved by: 9105neej
Approved	07/06/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	07/06/23	JOHN PAINE	Auto approved by: 9105neej
Approved	07/06/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	07/06/23	JAMES NEESE JR	

Bill To	Requisition 00011815-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00011816-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL. STATE CONTRACT.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	2.49000	18675.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18675.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 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 00011816-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 18675.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18675.00	2394272.88
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	07/06/23	DONALD ROSE	Auto approved by: 9105neej
Approved	07/06/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	07/06/23	JOHN PAINE	Auto approved by: 9105neej
Approved	07/06/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	07/06/23	JAMES NEESE JR	

Bill To	Requisition 00011816-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00011818-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL. STATE CONTRACT.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	2.49000	18675.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18675.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00011818-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 18675.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18675.00	2394272.88
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
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Approved	07/06/23	JOHN PAINE	Auto approved by: 9105neej
Approved	07/06/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	07/06/23	JAMES NEESE JR	

Bill To	Requisition 00011818-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00011819-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
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001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	2.49000	18675.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18675.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 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 00011819-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 18675.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18675.00	2394272.88
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

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Approved	07/06/23	JOHN PAINE	Auto approved by: 9105neej
Approved	07/06/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	07/06/23	JAMES NEESE JR	

Bill To	Requisition 00011819-00 FY 2023
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
07/03/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: ms Buyer: 007

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

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

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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

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		

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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

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

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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
	Page 6 of 6					
	City of Mobile Business License is required. See Item 14 on Reverse of Page 1.					
	The City of Mobile does not accept Vendors' terms and conditions.					
	This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.					
	For additional information, contact:					
	purchasing@cityofmobile.org					
	CONTACT INFORMATION (PLEASE PRINT)					
	COMPANY NAME _____					
	CONTACT NAME _____					
	COMPANY ADDRESS _____					
	_____					
	TELEPHONE NUMBER _____					
	FAX NUMBER _____					
			TOTAL			

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Firm Name _____

By _____

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

Contract: 180000000002-999-2 - GASOLINE & DIESEL FUEL Amendment #2

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Joseph	Vanderpool	jvanderpool@petroleumtraders.com	888.637.7661

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/30/2021

End Date
8/30/2023

Documents

- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
MADISON, GASOLINE, 8,200 > GALLONS	180000000002-999-1-76	0.00	Gallon
MADISON, DIESEL, 7,500 > GALLONS	180000000002-999-1-77	0.00	Gallon
MARENGO, GASOLINE, 8,200 > GALLONS	180000000002-999-1-78	0.00	Gallon
MARENGO, DIESEL, 7,500 > GALLONS	180000000002-999-1-79	0.00	Gallon
MARION, GASOLINE, 8,200 > GALLONS	180000000002-999-1-80	0.00	Gallon
MARION, DIESEL, 7,500 > GALLONS	180000000002-999-1-81	0.00	Gallon
MARSHALL, GASOLINE, 8,200 > GALLONS	180000000002-999-1-82	0.00	Gallon
MARSHALL, DIESEL, 7,500 > GALLONS	180000000002-999-1-83	0.00	Gallon
MOBILE, DIESEL, 7,500 > GALLONS	180000000002-999-1-84	0.00	Gallon
MONROE, DIESEL, 7,500 > GALLONS	180000000002-999-1-85	0.00	Gallon
MONTGOMERY, GASOLINE, 8,200 > GALLONS	180000000002-999-1-86	0.00	Gallon
MONTGOMERY, DIESEL, 7,500 > GALLONS	180000000002-999-1-87	0.00	Gallon
MORGAN, GASOLINE, 8,200 > GALLONS	180000000002-999-1-88	0.00	Gallon
MORGAN, DIESEL, 7,500 > GALLONS	180000000002-999-1-89	0.00	Gallon
PERRY, GASOLINE, 8,200 > GALLONS	180000000002-999-1-90	0.00	Gallon

« ‹ 2 3 4 5 6 7 8 ›

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

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 the Wave Transit.

Wave Transit expense.

Amount of Contract:

Total = $75,000.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230707 Agenda Package Wave Fuel POs	Cover Memo	7/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/13/2023 - 2:39 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 amounts stated, and to approve the supporting bid awards, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11959	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$18,750.00	(279229) PETROLEUM TRADERS CORPORATION
11960	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$18,750.00	(279229) PETROLEUM TRADERS CORPORATION
11961	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$18,750.00	(279229) PETROLEUM TRADERS CORPORATION
11962	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$18,750.00	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00011959-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	2.50000	18750.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			18750.00
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00011959-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 18750.00

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	18750.00	2394272.88
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	07/06/23	DONALD ROSE	Auto approved by: 9105paij
Approved	07/06/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/06/23	JOHN PAINE	Approved by: 9105neej
Approved	07/06/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00011959-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00011960-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	2.50000	18750.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			18750.00
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00011960-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 18750.00

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	18750.00	2394272.88
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	07/06/23	DONALD ROSE	Auto approved by: 9105paij
Approved	07/06/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/06/23	JOHN PAINE	Approved by: 9105neej
Approved	07/06/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00011960-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00011961-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	2.50000	18750.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			18750.00
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00011961-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. 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	WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 VILATER.GREEN@CITYOFMOBILE.ORG Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			

Requisition Link

Requisition Total 18750.00

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	18750.00	2394272.88
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	07/06/23	DONALD ROSE	Auto approved by: 9105paij
Approved	07/06/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/06/23	JOHN PAINE	Approved by: 9105neej
Approved	07/06/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00011961-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00011962-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	2.50000	18750.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			18750.00
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00011962-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. 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	WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 VILATER.GREEN@CITYOFMOBILE.ORG Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			

Requisition Link

Requisition Total 18750.00

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	18750.00	2394272.88
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	07/06/23	DONALD ROSE	Auto approved by: 9105paij
Approved	07/06/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/06/23	JOHN PAINE	Approved by: 9105neej
Approved	07/06/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00011962-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. 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	WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 VILATER.GREEN@CITYOFMOBILE.ORG Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract: 180000000002-999-2 - GASOLINE & DIESEL FUEL Amendment #2

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Joseph	Vanderpool	jvanderpool@petroleumtraders.com	888.637.7661

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/30/2021

End Date
8/30/2023

Documents

- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
MADISON, GASOLINE, 8,200 > GALLONS	180000000002-999-1-76	0.00	Gallon
MADISON, DIESEL, 7,500 > GALLONS	180000000002-999-1-77	0.00	Gallon
MARENGO, GASOLINE, 8,200 > GALLONS	180000000002-999-1-78	0.00	Gallon
MARENGO, DIESEL, 7,500 > GALLONS	180000000002-999-1-79	0.00	Gallon
MARION, GASOLINE, 8,200 > GALLONS	180000000002-999-1-80	0.00	Gallon
MARION, DIESEL, 7,500 > GALLONS	180000000002-999-1-81	0.00	Gallon
MARSHALL, GASOLINE, 8,200 > GALLONS	180000000002-999-1-82	0.00	Gallon
MARSHALL, DIESEL, 7,500 > GALLONS	180000000002-999-1-83	0.00	Gallon
MOBILE, DIESEL, 7,500 > GALLONS	180000000002-999-1-84	0.00	Gallon
MONROE, DIESEL, 7,500 > GALLONS	180000000002-999-1-85	0.00	Gallon
MONTGOMERY, GASOLINE, 8,200 > GALLONS	180000000002-999-1-86	0.00	Gallon
MONTGOMERY, DIESEL, 7,500 > GALLONS	180000000002-999-1-87	0.00	Gallon
MORGAN, GASOLINE, 8,200 > GALLONS	180000000002-999-1-88	0.00	Gallon
MORGAN, DIESEL, 7,500 > GALLONS	180000000002-999-1-89	0.00	Gallon
PERRY, GASOLINE, 8,200 > GALLONS	180000000002-999-1-90	0.00	Gallon

« ‹ 2 3 4 5 6 7 8 ›

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Hughes 360 Services LLC for stormwater ditch clearing at Coca-Cola Road.
General Fund.

Amount of Contract:

$28,000.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230707 Hughes Agenda Package POs	Cover Memo	7/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/13/2023 - 2:43 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
11612	2023	(2086F) FLOOD CONTROL	CLEAR STORMWATER DITCH AT COCA COLA ROAD (SEALED BID 5809)	$28,000.00	(297767) HUGHES 360 SERVICES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00011612-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.42155. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
HUGHES 360 SERVICES LLC 203 N FLORIDA STREET MOBILE, AL 36607 Tel#2515103772	PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/23	297767				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price
001	DITCH CLEANING SERVICES - VENDOR TO CLEAN TEH EARTHERN DITCHES FROM BEHIND THE WALMART STORE IN TILLMANS CORNER PAST TEH COCA COLA PLANT TO INTERSTATE 10. VENDOR WILL BE PAID UPON COMPLETION OF THE CLEARING OF THE DITCHES. PARTIAL PAYMENTS WILL NOT BE PAID ON THESE DITCHES. VENDOR REPONSIBLE TO GAIN ACCESS TO THE PROPERTIES TO BE CLEARED. AS PER CITY OF MOBILE BID #5809 AND YOUR QUOTE	1.00 EACH	28000.00000	28000.00
1	1000.40.20.2070.2086.2070.0000.0000.42155.			28000.00

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

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

Requisition Link

Requisition Total 28000.00

Bill To	Requisition 00011612-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
HUGHES 360 SERVICES LLC	PUB WORKS-FLOOD CONTROL
203 N FLORIDA STREET	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
MOBILE, AL 36607	
Tel#2515103772	
	Deliver To
	PUB WORKS-FLOOD CONTROL
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/23	297767				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.42155.	28000.00	2565162.08
PUBLIC SERVICE MAINTENANCE EXP DITCH MAINTENANCE		

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

Activity	Date	Clerk	Comment
Approved	06/30/23	SHONNDA SMITH	
Approved	06/30/23	JAMES DELAPP	Auto approved by: 910518244
Approved	06/30/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	07/07/23	DONALD ROSE	Auto approved by: 9105paij
Approved	07/07/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/07/23	JOHN PAINE	
Approved	07/07/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID #5809
DITCH CLEANING SERVICES

	CODY TO UNIVERSITY ZIEGLER TO OLD SHELL	COCA COLA RD TO I-10
HUGHES 360	$120,000.00	$28,000.00
BEST PRICE SERVICES	$575,000.00	$85,000.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
05/18/2023	**5809**	PUBLIC WORKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Tuesday, June 13, 2023**

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.					

DITCH CLEANING SERVICES

Contractor(s) to clean the following drainage ditches in the City of Mobile. Ditches will consist of 2 types of concrete trapezoidal and earthen ditches.

City wants the work to be completed within 60 days after the issuance of the Purchase Order.

Concrete Trapezoidal and Earthen Ditches

Ditches between Cody Road to University Blvd (East and West) Zeigler Blvd to Old Shell Road North and South

THE ABOVE TO BE AWARDED ALL OR NONE

THE FOLLOWING EARTHEN DITCHES TO BE AWARDED ALL OR NONE

Earthen Ditches

- 5225 Coca Cola Road to I-10

Ditches will be cleaned as per the following and attached information.

A mandatory pre-bid meeting will be held at 8:30 am on Wednesday, May 31, 2023 at the Public Works offices at 1900 Hurtel Street, second floor meeting room.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Bidders must attend the entire meeting.

Failure to attend or to attend the complete meeting will be cause for rejection of your bid.

Vendor will need to provide the following Certificate of Insurance with the following minimum requirements within 24 hours of the request by the City of Mobile.

Insurance: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence.
Or, (in lieu of (1) and (2) above

(3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence.

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.

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

(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the 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.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

The City is interested in starting the ditch maintenance season as soon as possible, therefore, Vendors must be properly qualified to do business with the City of Mobile.

Vendors shall provide with this bid the following:

- Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.
- Their City of Mobile Business License Number.
- Their registration with the E-Verify Program, Federal and State.
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

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

The following is required and must be filled in:

Registration Number with Secretary of State Office _____

City of Mobile Business License Number _____

E-Verify Enrollment Number _____

Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES_____NO_____

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bids. Look under **Bid #5809**.

Here is the link for map images:
https://maps.cityofmobile.org/bids/5809/index.html

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications.

This is a sealed bid; your response must be in a sealed envelope that has **your company name** on the outside along with either the date and time of the bid opening, **12:01 P.M., Tuesday, June 13, 2023**, or the **Bid #5809.**

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 P.M., Tuesday, June 13, 2023.**

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

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

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

Any bids delivered after **12:01 P.M., Tuesday, June 13, 2023** will be returned unopened.

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.

For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org

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.

PRICING

Concrete Trapezoidal/Earthen

Ditches between Cody Road to University Blvd (East and West)
Zeigler Blvd to Old Shell Road North and South $_____

Earthen Ditches

5225 Coca Cola Road to I-10 $_____

STORMWATER DRAINAGE DITCH CLEANING

DESCRIPTION

The City of Mobile (COM) is seeking bids for the cleaning of specified drainage ditches throughout the COM as per the following and attached location map. Contract work will start upon direction of the COM. All open storm water conveyances included in the scope of work will be referred to as ditches, whether man-made or natural and regardless of their materials of construction. The ditches are clearly described in the link provided by the COM which includes maps of the ditches.

1. DITCH CLEANING

Cleaning of ditches shall include the removal of any flow impediment such as debris, trash, vegetation, trees, sediment accumulation, etc. as per the attached typical sections. Accumulation of sediment shall be removed to reestablish flowlines as much as practicable as directed. Disposal of sediment shall be as directed and may include redistributing within project limits. Existing broken concrete ditch linings shall not be removed. The area shall be cleaned and the COM shall be notified.

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for damages due to ditch sections due to contractor negligence or improper use of equipment.

The main flow lines of ditches in low areas overrun by vegetation with no clearly established channels shall be cleared by the contractor. A city representative will define the main flow line, as required.

If pipe blockages or beaver dams are found in ditches, Public Services is to be notified. COM will clear any blocked pipes.

2. TRASH

All trash and litter (except tires) within the ditch section shall be removed and disposed of by the contractor. The contractor is allowed to stage recovered debris at no cost, but it must be removed by the contractor before the job is considered complete. (ROW STAGING LOCATION TO BE COORDINATED WITH PUBLIC SERVICES)

Any tires found in or around a ditch shall be piled by the contractor in an approved location that is accessible to a truck and trailer. The COM Public Services Trash Division shall be contacted for removal of the pile.

3. VEGETATION REMOVAL

Contractor is responsible for the removal of living and dead vegetation inside the easements of the ditches assigned (see attached cross sections). Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by COM. If unsure of the area, there will be a contact at Public Services for clarification.

Overhanging vegetation from ditches that are less than five feet tall shall be cleared, up to at least five feet from the bottom of the ditch. Ditches that are taller than five feet shall be cleared of overhanging vegetation to the top edge of the ditch.

The grass and vegetation shall be mowed to a height of 4" to 6"

The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch.

Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is complete.

In the areas where the slope of an earthen ditch wall is greater than a 1:1 slope, the vegetation will be trimmed by the contractor up to and even with the top of the wall.

Where the removal of vegetation or operations of equipment along the sides or top of the earthen or trapezoidal ditches leaves bare exposed ground, the Contractor shall either place sod or seed the bare ground to prevent erosion of the soil.

4. FIELD DOCUMENTATION

The following documentation will be required to be maintained by the contractor:

1) Photos of the ditches, before and after cleaning.
2) The amount of debris and litter removed at each ditch (for example: number of trash bags full, removed, etc.)
    a. Provide documentation, with each invoice, showing the amount and location of litter removed in that pay period
    b. A recap of all trash/ litter removed from the contracted ditches at the end of the project
3) Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout...)

Video and picture evidence are to be taken by the contractor in order to verify work was conducted down to the water line, and to verify all visible trash was removed. If requested by the contractor, the COM will have an inspector available daily to verify the contractor's work to eliminate additional work by the contractor being required after a ditch's water level lowers.

5. ACCESS

The COM guarantees access to each ditch from at least one end, not always both.

While workers are present, contractors are allowed to remove fences to enter ditch areas; fences must be replaced when workers are not present.

6. TRAFFIC CONTROL

The COM will not assist with traffic control. Contractor is responsible for the implementation and maintenance of any traffic control. Traffic control methods shall conform with the current MUTCD.

7. ADDITIONAL REQUIREMENTS

The COM is interested in starting the ditch maintenance activities as soon as possible, therefore, vendors must be properly qualified to do business with the COM. Vendors shall provide with this bid the following:

- Registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register
- COM Business License Number
- Proof of Registration with the E-Verify Program, Federal and State
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification

The following is required and must be filled in:

Registration Number with Secretary of State Office __
COM of Mobile Business License Number ___
E-Verify Enrollment Number
Insurance Carrier can provide Certificate of Insurance for COM requirements within one (1) day of notification: YES_NO_

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

COM of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided, they have the above required items. A blank copy of the Service Contract is included in this bid package. The blank Contract copy does not have to be filled out or returned with this bid.

A Bid Bond is not required.

8. SAFETY

Contractor shall comply with all applicable OSHA and COM of Mobile rules and regulations. Contractor shall provide effective safety training to employees. Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.

Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:

- Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class -II or Class III as required by the MUTCD for the type of traffic hazard.
- Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV 's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
- Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- All equipment guards must be in place.

Where applicable, contractor will take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians, and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work. Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment.

Cell phones, earphones, and Bluetooth devices shall not be used when operating equipment or performing other duties.

The COM has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken.

Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify COM in the event of a spill.

If Pesticides are used by the Contractor, the Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator.

Failure to comply with safety issues may result in contract termination.

Contractor shall notify the COM of Mobile of any incidents reported to them.

9. PAYMENT

1. Payment will occur when each awarded ditch listed in the contracted sector is completed (cleaned and cut) as described above by the contractor and inspected by COM Staff.

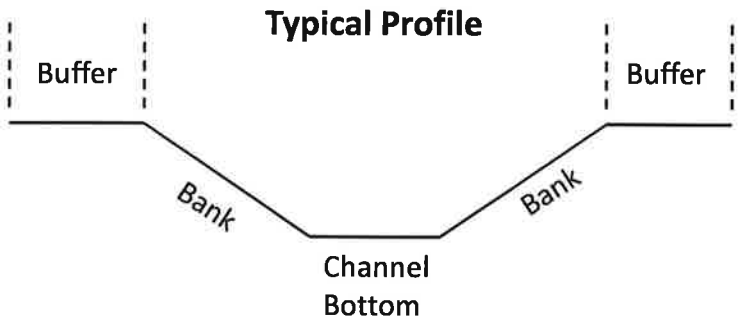
2. Once a contractor has completed all work in the sector, they shall notify Public Services at a telephone number to be provided at Award of contract, who will then send out an inspector. Once the inspector has approved all work in that sector completed, the COM will pay the contractor.
3. If the contractor prefers, COM can accommodate a 2-payment model. 50% payment when 50% of the work is done (as inspected/approved by Public Services staff in the payment process described above).
4. The penalty for exceeding the 60-day project completion timeline is to deduct 2% of the contract price per day that the timeline is exceeded. If properly documented, rain delay days will not be held against the contractor.
5. If rain disrupts the schedule, weather records must be noted on the submitted schedule to explain any variances in the completion timeline.

The price that is quoted in the bid documents is the price the COM will pay for your services.

10. PERFORMANCE

If a contractor is unable to fulfill obligations of the contract on any of their awarded ditches, the entire contract may be terminated. The COM is the sole determiner of whether the vendor is operating at the capacity required.

Trapezoidal Ditch Maintenance Standards



Note: *This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.*

Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions.
Field surveys are required to assess all maintenance required on ditch.

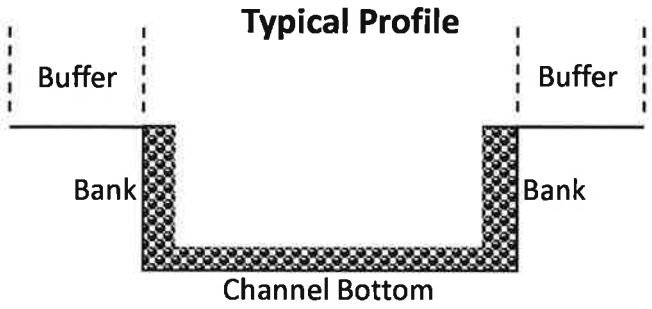
Buffer Area Encroachments

Slope and Bank Obstructions

Trapezoidal Ditch Maintenance Standards

Expected Condition After Maintenance

Gabion Ditch Maintenance Standards



Note: *This profile represents a typical Gabion ditch. Depth and buffer area varies.*

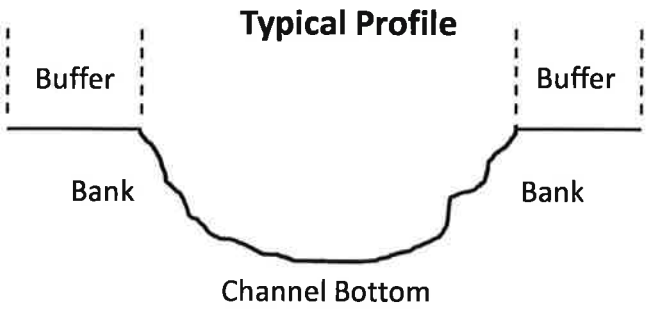
Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions.
Field surveys are required to assess all maintenance required on ditch.

Gabion Ditch Maintenance Standards

Expected Condition After Maintenance

Earthen Ditch Maintenance Standards



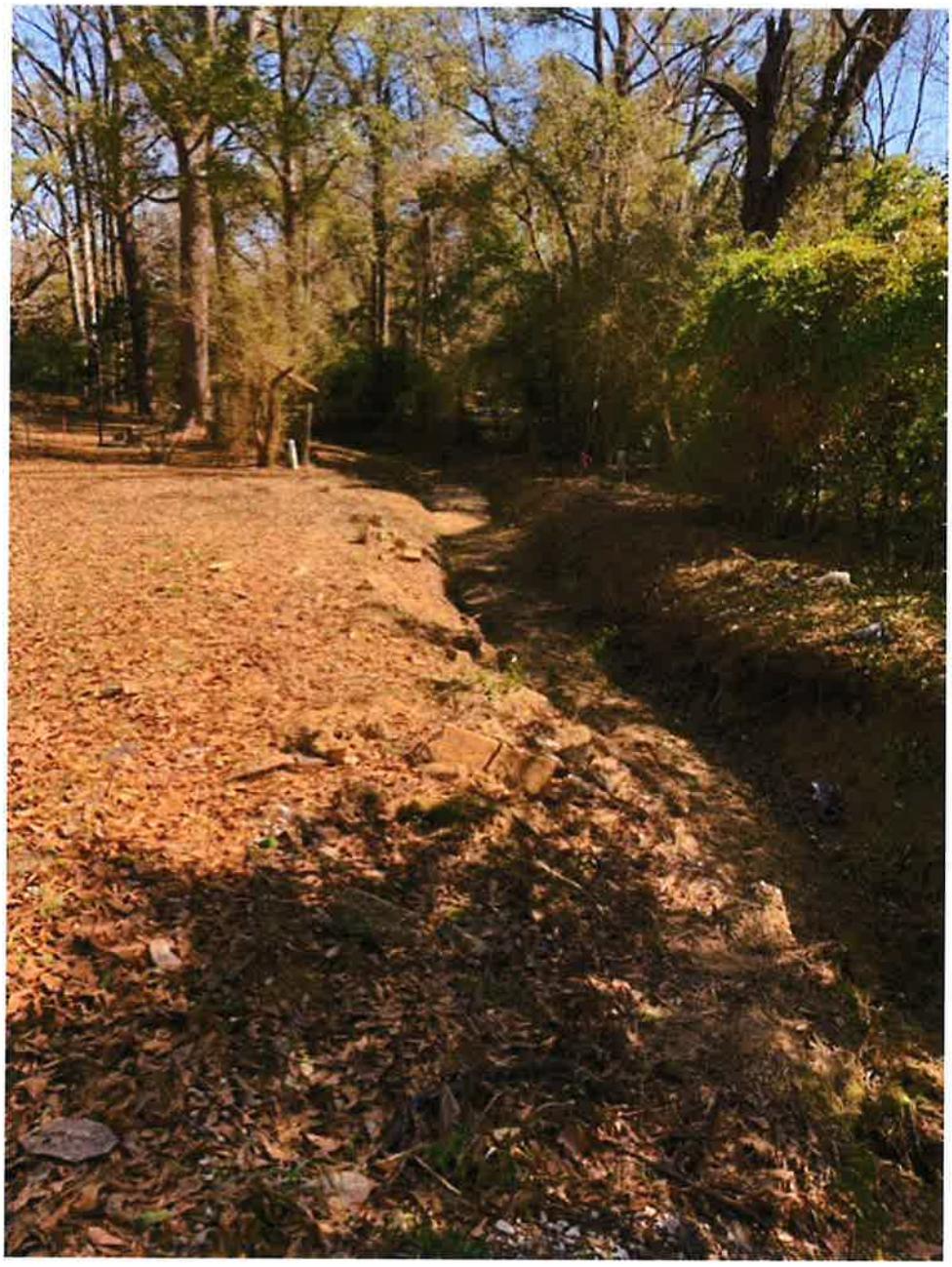
Note: *This profile represents a typical earthen ditch. Depth, slope and buffer area varies.*

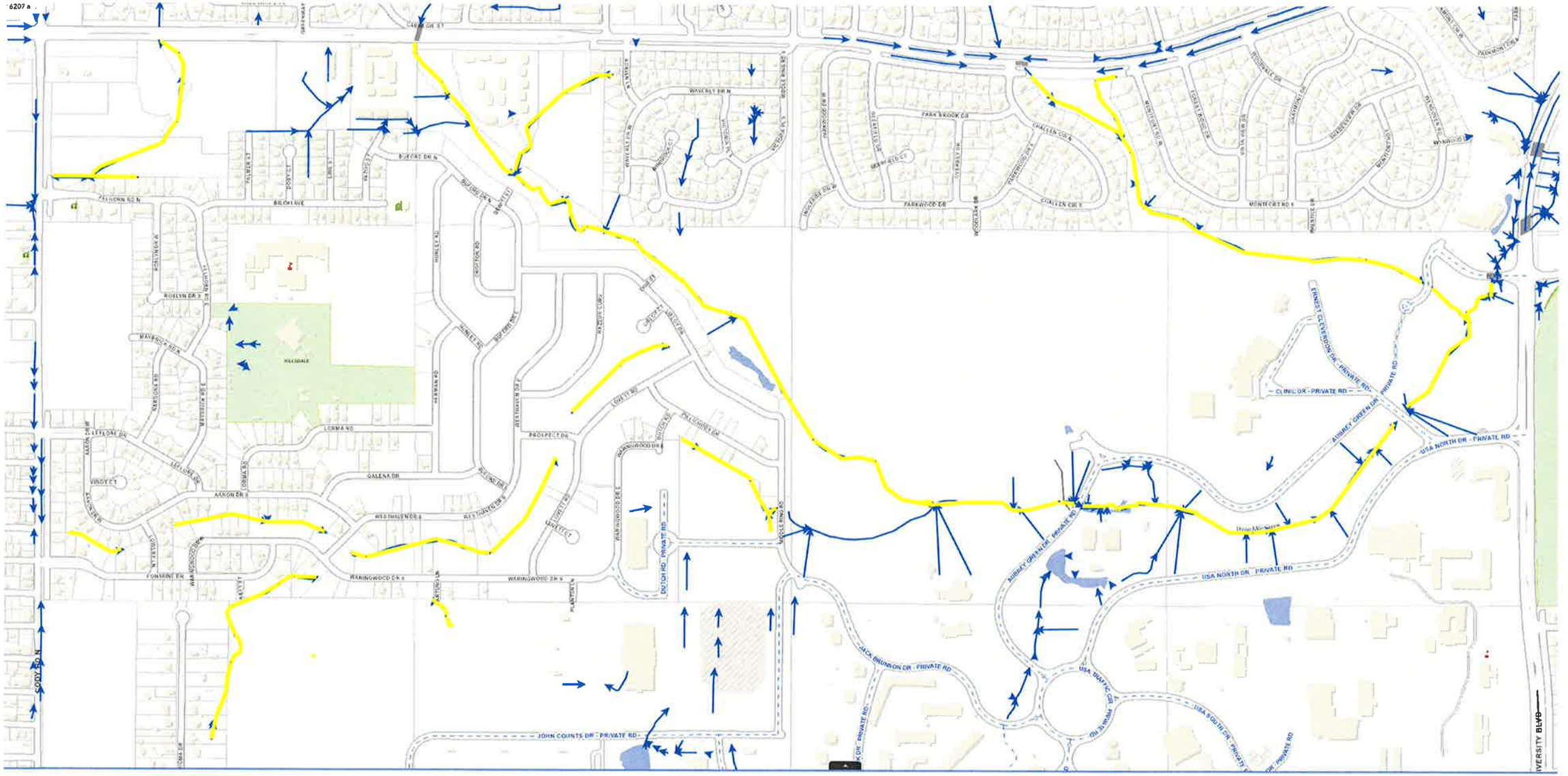
Examples of Typical Existing Conditions

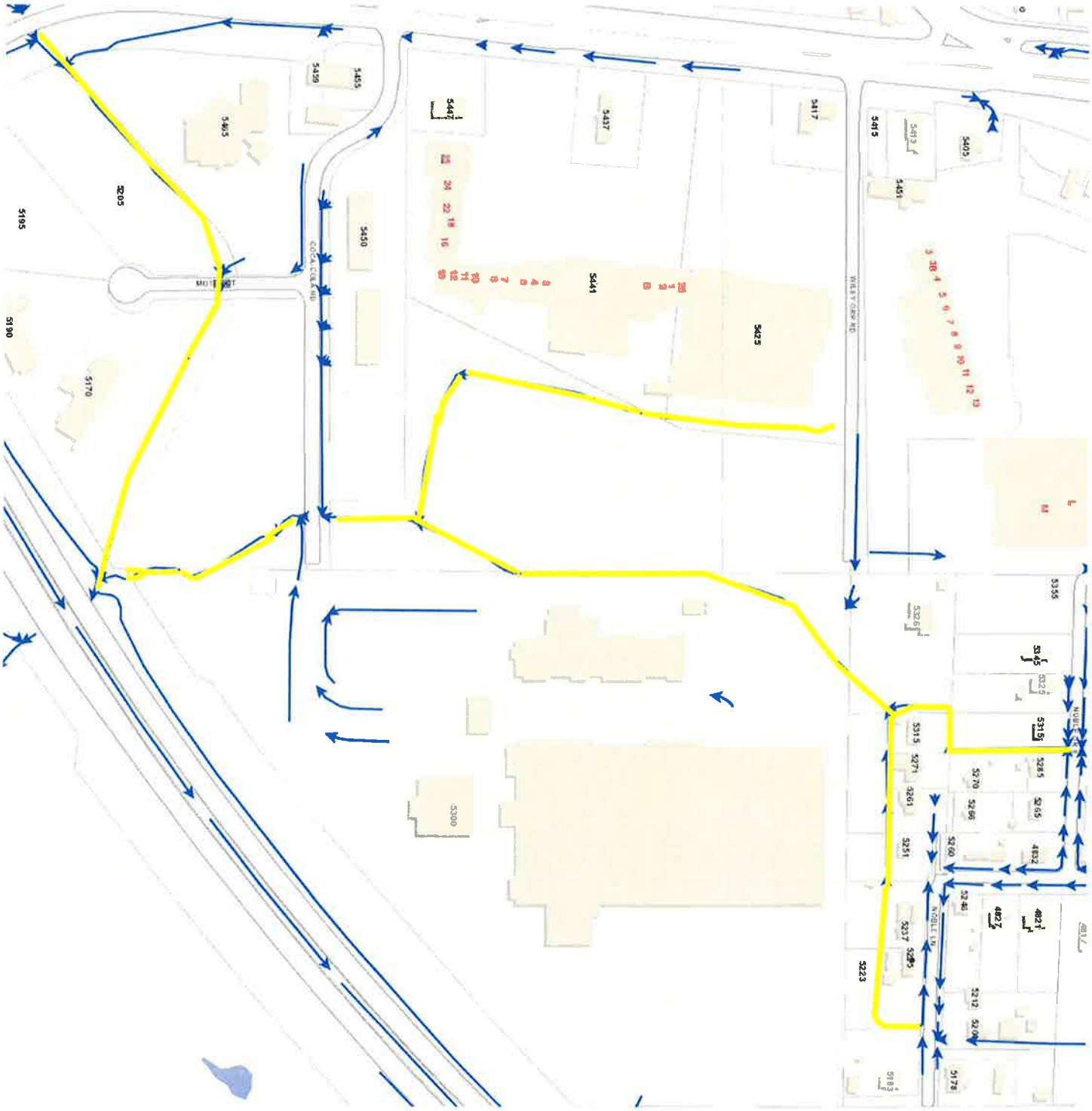
Note: The below examples do not represent all conditions.
Field surveys are required to assess all maintenance required on ditch.

Earthen Ditch Maintenance Standards

Expected Condition After Maintenance




6207 a
CLARKE ST
WAVERLY DR N
PARKWOOD DR
CHALLEN CIR N
MONTCLAIR RD
WINWOOD RD
PALMER ST
BILOXI AVE
BUFORD DR N
HUNLEY RD
CROCKETT RD
ROSLYN DR
MAYWOOD RD
MARSHALL RD
LORNA RD
PROSPECT DR
GALENA DR
AARON DR
WESTHAVEN DR
WARINGWOOD DR
FONTAINE DR
VINDY CT
SOUTH RD N
DOTOH RD - PRIVATE RD
JOHN COUNTS DR - PRIVATE RD
JACK BRUNSON DR - PRIVATE RD
USA TRAFFIC CIR
USA NORTH DR - PRIVATE RD
USA SOUTH DR - PRIVATE RD
AUBREY GREEN DR - PRIVATE RD
ERNEST GLENDERSON DR - PRIVATE RD
CLINE DR - PRIVATE RD
UNIVERSITY BLVD



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:7/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Armag Corporation for explosive storage magazine for MPD firearms range.
Capital equipment.

Amount of Contract:

$22,993.42

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230707 Armag Agenda Package POs	Cover Memo	7/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/13/2023 - 2:42 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
11647	2023	(3032) ARCHITECTURAL ENGINEERING	EXPLOSIVE STORAGE MAGAZINE FOR MPD FIREARMS RANGE (GSA CONTRACT)	$22,993.42	(298596) ARMAG CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00011647-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
ARMAG CORPORATION	POLICE PISTOL RANGE
300 ARMAG AVE	12251 TANNER WILLIAMS RD
	MOBILE, AL 36608
BARDSTOWN, KY 40004	
Tel#502-337-3495	Delivery Reference BRENDA PARKER
	Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD
	MOBILE, AL 36608 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/23	298596				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER YOUR QUOTE 40848AR2 AND THE GSA CONTRACT 47QSWA22D002S EXPIRES 01/30/2027			
001	Part JD: 1328484ATF 11' X 7' X 7' (3352mm x 2133mm x 2133mm) Bureau of Alcohol, Tobacco, and Firearms (ATF) specification, Type 2 explosives storage magazine. Manufactured to meet or exceed construction requirements as described in Title 27 CFR Section 555.208 Color: Tan *Approximate weight per unit: 11368 lbs (5156kg)	1.00 EACH	20736.10000	20736.10
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E E0034 .CAPEQUIPMT. .			20736.10
	Ship To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING			

Bill To	Requisition 00011647-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
ARMAG CORPORATION 300 ARMAG AVE BARDSTOWN, KY 40004 Tel#502-337-3495	POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference BRENDA PARKER Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/23	298596				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	12251 TANNER WILLIAMS RD MOBILE, AL 36608			
002	Part JD: 2 NFPA ground kit	2.00 EACH	242.62000	485.24
	1 2000.80.00.0000.0000.0000.0000.0000.47020. E E0034 .EQUIPUND5K. .			485.24
	Ship To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
003	Part JD: 6A Anchor bracket with bolt	4.00 EACH	144.89000	579.56
	1 2000.80.00.0000.0000.0000.0000.0000.47020. E E0034 .EQUIPUND5K. .			579.56

Bill To	Requisition 00011647-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
ARMAG CORPORATION 300 ARMAG AVE BARDSTOWN, KY 40004 Tel#502-337-3495	POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference BRENDA PARKER Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/23	298596				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
004	PartJD: 13 18" X 18" X 18" (457mm x 457mm x 457mm) Type 4, Oass BC ATF spec cap box attached. ID. 16. 5"x 16.5"x 16.5''	1.00 EACH	987.28000	987.28
	1 2000.80.00.0000.0000.0000.0000.0000.47020. E E0034 .EQUIPUND5K. .			987.28
	Ship To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference BRENDA PARKER Deliver To			

Bill To	Requisition 00011647-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 4

Vendor	Ship To
ARMAG CORPORATION 300 ARMAG AVE BARDSTOWN, KY 40004 Tel#502-337-3495	POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference BRENDA PARKER Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/23	298596				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608			
005	PartJD: 4 ATF compliant padlock 7/16" shackle diameter with 1-1/16" clearance. The lock has a 5 pin tumbler.	4.00 EACH	51.31000	205.24
	1 2000.80.00.0000.0000.0000.0000.0000.47020. E E0034 .EQUIPUND5K. .			205.24
	Ship To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

Requisition Link

Requisition Total 22993.42

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget

Bill To	Requisition 00011647-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
ARMAG CORPORATION	POLICE PISTOL RANGE
300 ARMAG AVE	12251 TANNER WILLIAMS RD
	MOBILE, AL 36608
BARDSTOWN, KY 40004	
Tel#502-337-3495	Delivery Reference
	BRENDA PARKER
	Deliver To
	POLICE PISTOL RANGE
	12251 TANNER WILLIAMS RD
	MOBILE, AL 36608
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/23	298596				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E	E0034 .CAPEQUIPMT. .		20736.10	603781.33
E	E0034 .EQUIPUND5K. .		2257.32	603781.33

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.		
	20736.10	2565162.08
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)		
2000.80.00.0000.0000.0000.0000.0000.47020.		
	2257.32	2565162.08
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (LESS THAN $5000)		

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

Activity	Date	Clerk	Comment
Forward	06/28/23	JAMES BARBER	Automatic Forward to 910519885
Approved	06/29/23	RODNEY GREELEY	R.G.
Approved	06/29/23	JOSEPH KENNEDY	Auto approved by: 910510512
Approved	06/29/23	Brandi Montgomery	Auto approved by: 910510512
Approved	06/29/23	WILLIAM JACKSON	Auto approved by: 910510512
Approved	06/29/23	PAUL PRINE	Auto approved by: 910510512
Approved	06/29/23	WILLIAM REED	Auto approved by: 910510512
Approved	06/29/23	BRENDA RHODES	
Approved	06/29/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/29/23	RELYA MALLORY	Auto approved by: 910511034
Unknown	07/07/23	SANDRA LEWIS	
Approved	07/07/23	DONALD ROSE	Auto approved by: 910518227
Approved	07/07/23	SANDRA LEWIS	
Approved	07/07/23	JOHN PAINE	Auto approved by: 910518227
Approved	07/07/23	MICHAEL SPAFFORD	Auto approved by: 910518227

Bill To	Requisition 00011647-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 6

Vendor	Ship To
ARMAG CORPORATION 300 ARMAG AVE BARDSTOWN, KY 40004 Tel#502-337-3495	POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference BRENDA PARKER Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/23	298596				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA** *Advantage!,* a menu-driven database system. The INTERNET address for **GSA** *Advantage!* is **http://www.gsaadvantage.gov**

SCHEDULE TITLE: Armag MAS
FSC Group: 7125

CONTRACT NUMBER: **47QSWA22D002S**

CONTRACT PERIOD: January 31, 2022 through January 30, 2027

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov

CONTRACTOR: Armag Corporation, 300 Armag Ave Bardstown, KY 40004, https://www.armagcorp.com/

CONTRACTOR'S ADMINISTRATION SOURCE: Joseph Haydon, jospehh@armagcorp.com, 502-348-3987

BUSINESS SIZE: Small

Socioeconomic Indicators: Small

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
332311P	Engineered and Prefabricated Buildings and Structures

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

SIN	MODEL	PRICE
332311P	SDBOXGSA	$1573.48

1c. HOURLY RATES: (Services Only)
NA

2. MAXIMUM ORDER*: **$250000 per SIN and $250000 per order**

*Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.

3. MINIMUM ORDER: None

4. **GEOGRAPHIC COVERAGE**: Domestic, 50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities or as negotiated

5. **POINT(S) OF PRODUCTION**: Same as contractor

6. **DISCOUNT FROM LIST PRICES:** *Attached pricelist shows GSA prices with negotiated discount applied from MFC price. Includes the IFF.*

7. **QUANTITY DISCOUNT(S):** NA

8. **PROMPT PAYMENT TERMS:** NA

9.a **Government Purchase Cards must be accepted at or below the micro-purchase threshold.**

9.b **Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.**

10. **FOREIGN ITEMS**: None

11a. **TIME OF DELIVERY**: Shipped 30 Days after receipt of order

11b. **EXPEDITED DELIVERY:** None Offered

11c. **OVERNIGHT AND 2-DAY DELIVERY:** None Offered.

11d. **URGENT REQUIRMENTS:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. **FOB POINT:** Origin

13a. **ORDERING ADDRESS:** Same

13b. **ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3**

14. **PAYMENT ADDRESS**: Same as contractor

15. **WARRANTY PROVISION:** Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty

16. **EXPORT PACKING CHARGES**: None

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE**: (any thresholds above the micro-purchase level may be inserted by contractor)

18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A

19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE**): N/A

21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for EIT: as applicable

25. DUNS NUMBER: 007991748

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.

SIN/SIN(s) Proposed	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	PRICE OFFERED TO GSA (including IFF)
332311P	Armag Corporation	2409696-SCLT	20'x8'x8' ARC LT	Single Unit A.R.C. Vault LT: as priced 20'x8'x8' Assembly includes a one-time use ISO certified container, HVAC, lights, electrical distribution, fiber optic network package, fold-down work benches, etc. Protected space will provide sound attenuation to Sound Group IV, or a minimum of STC50 for amplified sound. NTE Price. Priced according to size	EA	$ 134,957.05
332311P	Armag Corporation	4809696-SCLT	40'x8'x8' ARC LT	Single Unit A.R.C. Vault LT: as priced 40'x8'x8' Assembly includes a one-time use ISO certified container, HVAC, lights, electrical distribution, fiber optic network package, fold-down work benches, etc. Protected space will provide sound attenuation to Sound Group IV, or a minimum of STC50 for amplified sound. NTE Price. Priced according to size	EA	$ 185,588.68
332311P	Armag Corporation	2409696-SCLTRF	20'x8'x8' ARC LT RF	20'L x 8'W x 8'H ARC LT TEMPEST container capable of being accredited as a T-SCIF per ICD 705 1.4. Assembly includes a one-time use ISO certified container, HVAC, lights, electrical distribution, fiber optic network package, fold-down work benches, etc. Protected space will provide sound attenuation to Sound Group IV, or a minimum of STC50 for amplified sound. Additional protection includes shielding techniques to achieve 60dB of RF attenuation up to 1GHz tested in accordance with IEEE standards. NTE Price. Priced according to size	EA	$ 222,014.52
332311P	Armag Corporation	4809696-SCLTRF	40'x8'x8' ARC LT RF	40'L x 8'W x 8'H ARC LT TEMPEST container capable of being accredited as a T-SCIF per ICD 705 1.4. Assembly includes a one-time use ISO certified container, HVAC, lights, electrical distribution, fiber optic network package, fold-down work benches, etc. Protected space will provide sound attenuation to Sound Group IV, or a minimum of STC50 for amplified sound. Additional protection includes shielding techniques to achieve 60dB of RF attenuation up to 1GHz tested in accordance with IEEE standards. NTE Price. Priced according to size.	EA	$ 274,896.45
ANCILLARY	Armag Corporation	30CMD	DOORS, RAMPS AND LOCKS	Trilogy DL2700WP Cipher Lock (installed)	EA	$ 1,491.77
ANCILLARY	Armag Corporation	SC220	ELECTRICAL	Over the Floor Raceway with Quad Box and LAN connection. Includes 8LF per unit	EA	$ 1,810.62
ANCILLARY	Armag Corporation	SCTRAY12	ELECTRICAL	4" high by 12" wide 75lb capacity ladder tray for overhead cable raceway, including one horizontal transition (Tee or 90') and hangers - up to 12ft long	EA	$ 2,361.30
ANCILLARY	Armag Corporation	SCTRAY12-A	ELECTRICAL	4" high by 12" wide 75lb capacity ladder tray for overhead cable raceway, with hangers - each additional 12ft.	EA	$ 786.71
ANCILLARY	Armag Corporation	SC317CB24	ELECTRICAL	24"H x 24"W x 32"D GL24WDX wall mounted, lockable Network cabinet with patch panel mounted on the interior. Includes Installation	EA	$ 1,738.16
ANCILLARY	Armag Corporation	SC317CB48	ELECTRICAL	48"H x 24"W x 32"D GL48WDX wall mounted, lockable Network cabinet with patch panel mounted on the interior. Includes installation	EA	$ 2,435.41
ANCILLARY	Armag Corporation	SCRF-100	ELECTRICAL	100A, 3PH Power Line filter with 100dB insertion loss 14KHz to 40GHz	EA	$ 18,348.36
ANCILLARY	Armag Corporation	SCRF-250	ELECTRICAL	250A, 3PH Power Line filter with 100dB insertion loss 14kHz to 40GHz	EA	$ 28,510.91
ANCILLARY	Armag Corporation	SC317FO	ELECTRICAL	Fiber Optic Network Package to include: Color-coded 62.5 micrometer multimode duplex fiber optic cable connecting the patch panel to each LAN drop, for each channel provided. End-user to specify color for each channel. Priced according to the number of lines required.	EA	$ 508.46
ANCILLARY	Armag Corporation	56	OTHER	Air Compressor: Ingersoll Rand Model 2475N5-V 230V, 1PH, 60htz Electrical Service 80-Gal Vertical Tank Automatic Tank Drain	EA	$ 5,355.39
332311P	Armag Corportation	ARMGSA	Armory	Single unit armory: as priced 44'x16'x10' with HVAC, IDS Prep, and Lighting. NTE Price. Other single unit sizes available, priced according to size.	EA	$ 178,312.62
332311P	Armag Corportation	DARMGSA	Duplex Armory	Duplex armory: as priced 44'x30'x11' with HVAC, IDS Prep, and Lighting. NTE Price. Other duplex sizes available, priced according to size.	EA	$ 331,956.23
332311P	Armag Corportation	MARMGSA	Multiplex Armory	Multiplex armory: as priced 44'x150'x10' 15 plex with HVAC, IDS Prep, and Lighting. NTE Price. Other multiplex sizes available, priced according to size.	EA	$ 1,955,499.92
332311P	Armag Corportation	ATFGSA	ATF Spec Magazin	ATF spec Single Unit Type 2 explosives storage and ammo storage magazine: as priced 44'x16'x10'. Manufactured to meet or exceed ATF specs. NTE Price. Other single unit sizes available, priced according to size.	EA	$ 156,248.82
332311P	Armag Corportation	DATFGSA	ATF Spec Duplex	Duplex ATF spec Type 2 explosives storage and ammo storage magazine: as priced 44'x28'x10'. Manufactured to meet or exceed ATF M[specs.] NTE Price. Other duplex sizes available, priced according to size.	EA	$ 235,902.85

332311P	Armag Corportation	MATFGSA	ATF Spec Multiplex	Multiplex ATF spec Type 2 explosives storage and ammo storage magazine: as priced 40'x115'x10' 10 plex. Manufactured to meet or exceed ATF specs. NTE Price. Other multiplex sizes available,priced according to size.	EA	$ 1,381,603.39
332311P	Armag Corportation	ECMGSA	Earthen Covered M	US Military spec Type 2 earth covered explosive storage and ammo storage magazine: as priced 40'x13.5'x10' . Manufactured to meet or exceed spec TDS-2078-SHR. NTE Price. Other sizes available, priced according to size.	EA	$ 162,475.70
332311P	Armag Corportation	ECM3BAR	Earthen Covered M	3-Bar Earth Covered Magazine 40'x13.5'x9'. NTE Price; limited to 40'x13.5'x9' configuration.	EA	$ 364,915.10
332311P	Armag Corportation	SDBOXGSA	TYPE 3 CLASS AB	Steel day box: as priced 42"x24"x24". Meets or exceeds DOT and ATF specifications. NTE Price. Other sizes available, priced according to size.	EA	$ 1,573.48
332311P	Armag Corportation	ADBOXGSA	TYPE 3 CLASS AB	Aluminum day box: as priced 60"x24"x24". Meets or exceeds DOT and ATF specifications. NTE Price. Other sizes available, priced according to size.	EA	$ 2,717.04
332311P	Armag Corportation	IMEGSA	IME/DOT SPEC. C	IME/DOT SLP-22 container: as priced 36"x24"x16" . Intended for transportation or temporary storage of detonators. NTE Price. Other sizes available, priced according to size.	EA	$ 1,357.67
332311P	Armag Corportation	IMECOMBOGSA	IME/DOT /TYPE 3	Combination Type 3 Day box and IME/DOT SLP-22 container: as priced 60"x24"x24". Intended for transportation or temporary storage of detonators and explosives in the same vehicle. Compartments separated by no less than 4". NTE Price. Other sizes available, priced according to size.	EA	$ 3,033.56
332311P	Armag Corportation	424236PMK	Limited Arc Grenad	US Military spec explosive storage magazine. This magazine is designed to store grenades. NTE Price; limited to 42"x42"x36" configuration.	EA	$ 14,520.00
332311P	Armag Corportation	848484CET	Canine Explosive T	US Military spec K9 limited arc explosives storage magazine. Magazine is desiged to safely store K9 explosive training aids. NTE Price; limited to 7'x7'x7' configuration.	EA	$ 30,180.50
332311P	Armag Corportation	848484PMK	EOD Limited Arc M	US Military spec EOD explosive storage magazine. This magazine is designed to store EOD explosives. NTE Price; limited to configurations listed in TP-15. Priced according to size.	EA	$ 82,789.40
332311P	Armag Corportation	1028893MTM	Military Transport M	US Military spec Air Transportable explosive storage and ammo storage magazine. Manufactured to meet or exceed spec NSWC 3046-93-1. Can be placed on a 463L Pallet for Air Transportability. NTE Price.	EA	$ 37,946.52
332311P	Armag Corportation	TYPE2I2INDOORG	Type 2 Indoor Mag	Type 2 indoor 1/4" steel, hardwood lined magazine: as priced 60"x28"x72" . Explosives storage and ammo storage magazine. Manufactured to meet or exceed ATF specs. NTE Price. Other sizes available, priced according to size	EA	$ 8,927.82
332311P	Armag Corportation	TYPE2INDOORGS	Type 2 Indoor Mag	Type 2 indoor 11 ga. Steel, plywood lined magazine: as priced 72"x48"x72". Explosives storage and ammo storage magazine. Manufactured to meet or exceed ATF specs. NTE Price. Other sizes available, priced according to size	EA	$ 8,927.82
332311P	Armag Corporation	MILSPECGSA	Military Spec Maga	US Military spec Single Unit Type 2 explosive storage and ammo storage magazine: as priced 44'x16'x10'. Manufactured to meet or exceed spec TDS-2078-SHR. NTE Price. Other sizes single unit sizes available, priced according to size.	EA	$ 170,897.56
332311P	Armag Corporation	DMILSPECGSA	Military Spec Duple	Duplex US Military spec Type 2 explosive storage and ammo storage magazine: as priced 44'x27'x11'. Manufactured to meet or exceed spec TDS-2078-SHR. NTE Price. Other duplex sizes available, priced according to size.	EA	$ 281,907.04
332311P	Armag Corporation	MMILSPECGSA	Military Spec Multip	Multiplex US Military spec Type 2 explosive storage and ammo storage magazine: as priced 40x115x10 10 plex. Manufactured to meet or exceed spec TDS-2078-SHR. NTE Price. Other multiplex sizes available, priced according to size.	EA	$ 1,507,888.98
332311P	Armag Corporation	ARCGSA	A.R.C Vault	Single Unit A.R.C. Vault: as priced 50'x15'x10' with HVAC, Lighting, IDS/ACS prep, Vestibule, Computer Equipment Room, Power. NTE Price. Other Single Unit sizes available, priced according to size	EA	$ 320,801.84
332311P	Armag Corporation	DARCGSA	Duplex A.R.C. Vaul	Duplex A.R.C. Vault: as priced 50'x27'x11' with HVAC, Lighting, IDS/ACS prep, Vestibule, Computer Equipment Room, Power. NTE Price. Other Single Unit sizes available, priced according to size	EA	$ 531,014.54
332311P	Armag Corporation	MARCGSA	Multiplex A.R.C. Va	Multiplex A.R.C. Vault: as priced 50'x100'x11' with HVAC, Lighting, IDS/ACS prep, Vestibule, Computer Equipment Room, Power. NTE Price. Other Single Unit sizes available, priced according to size	EA	$ 1,627,787.99
332311P	Armag Corporation	RFARCGSA	RF Shielded A.R.C.	Single Unit RF Shielded A.R.C. Vault: as priced 50'x15'x10' with HVAC, Lighting, IDS/ACS prep, Vestibule, Computer Equipment Room, Power, Power and Signal Filters, Single Knife Edge Door, Waveguides. NTE Price. Other Single Unit sizes available, priced according to size	EA	$ 540,501.03
332311P	Armag Corporation	DFARCGSA	Duplex RF Shielded	Duplex RF Shielded A.R.C. Vault: as priced 50'x27'x11' with HVAC, Lighting, IDS/ACS prep, Vestibule, Computer Equipment Room, Power, Power and Signal Filters, Single Knife Edge Door, Waveguides, Proprietary RF Shielded Seam. NTE Price. Other Single Unit sizes available, priced according to size	EA	$ 994,905.45
ANCILLARY	Armag Corporation	2	GROUNDING AND	NFPA ground kit	EA	$ 242.62
ANCILLARY	Armag Corporation	3	GROUNDING AND	Lightning protection kit (includes 2 NFPA ground kits)	EA	$ 860.87
ANCILLARY	Armag Corporation	3B	GROUNDING AND	Lightning protection kit for duplex units (includes 16 points)	EA	$ 1,444.95
ANCILLARY	Armag Corporation	3A	GROUNDING AND	Lightning protection kit for earth-covered magazine	EA	$ 1,958.90
ANCILLARY	Armag Corporation	6A	GROUNDING AND	Anchor Bracket with bolts	EA	$ 144.89
ANCILLARY	Armag Corporation	49	GROUNDING AND	Isolated ground plate (touch pad)	EA	$ 665.12
ANCILLARY	Armag Corporation	5051	GROUNDING AND	Interior mounted copper buss ground bar (price per linear foot)	EA	$ 108.50
ANCILLARY	Armag Corporation	99	GROUNDING AND	Interior D-ring recessed 5/8" D-ring with aluminum plate cover (welded to floor or wall)	EA	$ 403.74
ANCILLARY	Armag Corporation	6C	GROUNDING AND	Top mounting copper points for lightning protection kit (1/2" x 24")	EA	$ 36.36
ANCILLARY	Armag Corporation	6D	GROUNDING AND	Top mounting bracket for lightning point	EA	$ 20.20
ANCILLARY	Armag Corporation	6E	GROUNDING AND	Bonding plate for ground cable	EA	$ 32.32
ANCILLARY	Armag Corporation	6F	GROUNDING AND	Copper 7/16" ground cable (priced per foot)	EA	$ 12.12
ANCILLARY	Armag Corporation	6G	GROUNDING AND	Copper clad ground rod (3/4" x 10')	EA	$ 90.22
ANCILLARY	Armag Corporation	6H	GROUNDING AND	Ground strap for door	EA	$ 12.12

ANCILLARY	Armag Corporation	A13	GROUNDING AND	Tie down tracks and clip-in D rings (price per 10' section and includes 6 D-rings)	EA	$ 567.53
ANCILLARY	Armag Corporation	4	DOORS, RAMPS A	ATF spec padlock 7/16" shackle diameter with 1 1/16" clearance	EA	$ 51.31
ANCILLARY	Armag Corporation	4C	DOORS, RAMPS A	951C high security lock (replaces 833 lock)	EA	$ 2,079.03
ANCILLARY	Armag Corporation	4D	DOORS, RAMPS A	MEDECO Lock - Shrouded with 7/16" Shackle	EA	$ 278.87
ANCILLARY	Armag Corporation	5	DOORS, RAMPS A	Extra NAPEC high security hasp	EA	$ 292.89
ANCILLARY	Armag Corporation	5A	DOORS, RAMPS A	Installation of AIB (does not include AIB box or materials)	EA	$ 1,283.57
ANCILLARY	Armag Corporation	5B	DOORS, RAMPS A	NAPEC hasp (unattached)	EA	$ 186.93
ANCILLARY	Armag Corporation	6	DOORS, RAMPS A	Cam closure	EA	$ 346.82
ANCILLARY	Armag Corporation	9A	DOORS, RAMPS A	4'W x 6'L entrance ramp	EA	$ 2,818.11
ANCILLARY	Armag Corporation	10	DOORS, RAMPS A	8'W x 6'L steel ramp for double doors	EA	$ 4,286.76
ANCILLARY	Armag Corporation	7	DOORS, RAMPS A	Additional high security single exterior steel door (MAG)	EA	$ 1,723.90
ANCILLARY	Armag Corporation	7A	DOORS, RAMPS A	Additional high security single exterior steel door with a cam closer to make a set of double doors (MAG)	EA	$ 2,470.60
ANCILLARY	Armag Corporation	7B	DOORS, RAMPS A	Additional high security single exterior steel door (ARM)	EA	$ 3,102.47
ANCILLARY	Armag Corporation	7C	DOORS, RAMPS A	Additional high security single exterior steel door with a cam closer to make a set of double doors (ARM)	EA	$ 2,145.49
ANCILLARY	Armag Corporation	7D	DOORS, RAMPS A	Additional set of high security double doors with commercial metal armory double doors. One commercial door is issue door with issue port	EA	$ 8,083.56
ANCILLARY	Armag Corporation	8	DOORS, RAMPS A	Additional set of high security magazine double doors with cam closer	EA	$ 3,280.04
ANCILLARY	Armag Corporation	8B	DOORS, RAMPS A	Additional set of high security magazine double doors w/wraparound hinges for end of 8x8 mag or smaller	EA	$ 3,287.16
ANCILLARY	Armag Corporation	9	DOORS, RAMPS A	Issue Door 48" x 24" x 3/8" "inside swing" door with high security hasp and issue port, with water tight sliding door on outside. Expanded Aluminum Window Screen with inverted T opering 4" x 18" bottom opening, 6" wide at top opening	EA	$ 4,215.08
ANCILLARY	Armag Corporation	208	DOORS, RAMPS A	Additional high security set of armory double doors	EA	$ 3,138.60
ANCILLARY	Armag Corporation	210	DOORS, RAMPS A	Single high security exterior armory door with Dutch issue door	EA	$ 4,304.19
ANCILLARY	Armag Corporation	30	DOORS, RAMPS A	Commercial metal exterior door in one end wall with closure and commercial keyed lock set	EA	$ 4,018.60
ANCILLARY	Armag Corporation	5029	DOORS, RAMPS A	Fabricated aluminum Dutch issue door	EA	$ 4,057.84
ANCILLARY	Armag Corporation	209	DOORS, RAMPS A	Interior mounted steel Dutch door with issue port	EA	$ 2,827.69
ANCILLARY	Armag Corporation	11M	DOORS, RAMPS A	36"W x 84"H aluminum door installed in aluminum expanded metal wall	EA	$ 3,141.86
ANCILLARY	Armag Corporation	8A	DOORS, RAMPS A	Panic bar device for active door	EA	$ 2,495.01
ANCILLARY	Armag Corporation	43	DOORS, RAMPS A	Armory side-mounted Issue port (standard 12"H x 16"W opening with inside swing door with high security hasp, with watertight sliding door)	EA	$ 3,641.22
ANCILLARY	Armag Corporation	206	DOORS, RAMPS A	14" steel exterior door hinge	EA	$ 155.90
ANCILLARY	Armag Corporation	300	DOORS, RAMPS A	4' x 4' aluminum awning for single door	EA	$ 1,405.55
ANCILLARY	Armag Corporation	301	DOORS, RAMPS A	4' x 10' aluminum awning for double doors	EA	$ 1,957.81
ANCILLARY	Armag Corporation	5D	DOORS, RAMPS A	Two ATF hoods with angle guard (unattached)	EA	$ 368.82
ANCILLARY	Armag Corporation	5E	DOORS, RAMPS A	Two ATF hoods with angle guard (attached)	EA	$ 298.00
ANCILLARY	Armag Corporation	5F	DOORS, RAMPS A	Two Oversized ATF Hoods with angle guard (unattached) Will accept the MEDCO Locks.	EA	$ 458.35
ANCILLARY	Armag Corporation	5028	DOORS, RAMPS A	Aluminum expanded metal daygate with issue port	EA	$ 3,339.69
ANCILLARY	Armag Corporation	A3	DOORS, RAMPS A	4' x 21' fold down awning for side mounted issue port	EA	$ 10,807.55
ANCILLARY	Armag Corporation	SC200	DOORS, RAMPS A	STC 52 Primary Entrance Door with LKM 10K / Kaba Mas X10 package	EA	$ 22,609.38
ANCILLARY	Armag Corporation	SC200E	DOORS, RAMPS A	STC 52 Emergency Exit Door with Panic Bar and dead bolt locking device and audible alarm. No exterior hardware	EA	$ 18,760.83
ANCILLARY	Armag Corporation	12	FLOORING AND L	Heavy duty flooring (price per sq ft)	EA	$ 18.24
ANCILLARY	Armag Corporation	46	FLOORING AND L	Sq Ft Charge for additional 1" hardwood lining for walls and ceiling to make 3" lining in armory	EA	$ 3.29
ANCILLARY	Armag Corporation	103	FLOORING AND L	Termite treatment (price per sq ft; $500 minimum charge)	EA	$ 0.49
ANCILLARY	Armag Corporation	220	FLOORING AND L	Install tile and 3/4 ply and luan (price per sq ft)	EA	$ 5.21
ANCILLARY	Armag Corporation	12A	FLOORING AND L	1/8" aluminum tread plate flooring (priced per sq ft)	EA	$ 16.08
ANCILLARY	Armag Corporation	SC221	FLOORING AND L	Carpet Squares 24"x24"	EA	$ 8.61
ANCILLARY	Armag Corporation	17C	ELECTRICAL	120/240 volt, 70 amp, single phase, 3 wire+G, 60 HTZ	EA	$ 301.30
ANCILLARY	Armag Corporation	17D	ELECTRICAL	120/240 volt, 100 amp, single phase, 3 wire+G, 60 HTZ	EA	$ 625.44
ANCILLARY	Armag Corporation	17E	ELECTRICAL	120/240 volt, 200 amp, single phase, 3 wire+G, 60 HTZ	EA	$ 857.12
ANCILLARY	Armag Corporation	213-A	ELECTRICAL	120/208 volt, 100 amp, three phase, 4 wire+G, 60 HTZ	EA	$ 2,220.10
ANCILLARY	Armag Corporation	213	ELECTRICAL	120/208 volt, 200 amp, three phase, 4 wire+G, 60 HTZ	EA	$ 3,017.62
ANCILLARY	Armag Corporation	101-A	ELECTRICAL	220 volt, 100 amp, single phase, 2 wire+G, straight 50 HTZ power (option for armories ONLY)	EA	$ 202.47
ANCILLARY	Armag Corporation	101-M	ELECTRICAL	220 volt, 100 amp, single phase, 2 wire+G, straight 50 HTZ power (option for Magazines ONLY)	EA	$ 701.91
ANCILLARY	Armag Corporation	102	ELECTRICAL	240/480 volt, 100 amp, single phase, 3 wire+G, 60 HTZ Dual Hookup	EA	$ 5,115.11
ANCILLARY	Armag Corporation	215	ELECTRICAL	Quad receptacle	EA	$ 186.27
ANCILLARY	Armag Corporation	216	ELECTRICAL	Phone drop	EA	$ 169.34
ANCILLARY	Armag Corporation	217	ELECTRICAL	LAN drop	EA	$ 169.34
ANCILLARY	Armag Corporation	214	ELECTRICAL	20 amp dedicated circuit (typically for shredder)	EA	$ 172.34
ANCILLARY	Armag Corporation	218	ELECTRICAL	IDS Prep - Exterior mounted 30" x 24" x 10" aluminum enclosure, with 70 amp electrical panel, and IDS prep (conduit	EA	$ 2,051.40
ANCILLARY	Armag Corporation	218A	ELECTRICAL	Exterior mounted 1/4" steel enclosure welded to magazine. Includes 70 amp electrical panel, IDS prep	EA	$ 3,379.09
ANCILLARY	Armag Corporation	218B	ELECTRICAL	Exterior Mounted aluminum enclosure fastened to steel post (post to be installed by others) Includes 70 amp electrical panel,	EA	$ 4,114.39
ANCILLARY	Armag Corporation	17F	ELECTRICAL	Generator hookup package - 3 wire, 100 amp, 240 volt, 3 pole transfer switch	EA	$ 3,490.04
ANCILLARY	Armag Corporation	212	ELECTRICAL	20 amp 120 volt explosion resistant box receptacle and plug	EA	$ 1,652.07
ANCILLARY	Armag Corporation	20	LIGHTING	Explosion proof lighting (1-45 watt LED Class I, Div. 1 & 2, Groups C,D Class II, Div 1 & 2, Groups E, F, G light switch)	EA	$ 2,630.27

ANCILLARY	Armag Corporation	20A	LIGHTING	Additional Explosion proof light (1-45 watt LED Class I, Div. 1 &. 2, Groups C & D, Class II, Div 1 & 2, Groups E, F, G light)	EA	$ 1,788.17
ANCILLARY	Armag Corporation	24	LIGHTING	Exterior mounted light with photo cell for 50HZ or 60HZ system (not bracket mounted)	EA	$ 944.53
ANCILLARY	Armag Corporation	25	LIGHTING	Exterior red or blue strobe security warning light	EA	$ 1,847.78
ANCILLARY	Armag Corporation	44	LIGHTING	Battery operated emergency light (non-explosion proof)	EA	$ 479.42
ANCILLARY	Armag Corporation	17B	LIGHTING	One 4 foot Beghelli light fixture. Includes two 54 watt bulbs.	EA	$ 477.10
ANCILLARY	Armag Corporation	31	HVAC	DEW 50 dehumidifier (non explosion proof; includes installation)	EA	$ 8,804.53
ANCILLARY	Armag Corporation	23-A	HVAC	2" styrofoam R10 insulation (price per sq ft)	EA	$ 2.79
ANCILLARY	Armag Corporation	23-D	HVAC	5/8" insulation (price per sq ft)	EA	$ 1.86
ANCILLARY	Armag Corporation	22-9	HVAC	Through the wall mounted HVAC – Class 1, Division 2, Heater rated T2A. Includes heavy duty enclosure.	EA	$ 24,726.14
ANCILLARY	Armag Corporation	22B	HVAC	Additional 36,000 BTU HVAC (includes ballistic steel enclosure)	EA	$ 8,923.08
ANCILLARY	Armag Corporation	120	HVAC	2-ton externally mounted Bard HVAC with built-in dehumidifier	EA	$ 7,886.11
ANCILLARY	Armag Corporation	11	HVAC	Charge to replace 60 Htz standard AC unit with 50 Htz unit	EA	$ 814.51
ANCILLARY	Armag Corporation	A5	HVAC	Additional 17,500 BTU HVAC (includes ballistic steel enclosure)	EA	$ 5,406.47
ANCILLARY	Armag Corporation	A5-1	HVAC	Additional 12,500 BTU HVAC (includes ballistic steel enclosure)	EA	$ 5,823.73
ANCILLARY	Armag Corporation	A6	HVAC	17,000 BTU Ceiling heater with thermostat	EA	$ 2,442.68
ANCILLARY	Armag Corporation	22	HVAC	3.5 ton 42,000 BTU ductless HVAC system. Condenser is mounted on exterior of Armag vault	EA	$ 17,714.58
ANCILLARY	Armag Corporation	SC231	HVAC	Exterior Mounted BARD HVAC with Supply/Return Grills. Includes Interior acoustic lined "Z-Duct" with dieletric collar and sound masking device	EA	$ 27,508.91
ANCILLARY	Armag Corporation	1	CABINETS , CASE	20" wide non-sparking plywood shelving (price per linear ft)	EA	$ 44.68
ANCILLARY	Armag Corporation	1A	CABINETS , CASE	20" wide non-sparking aluminum shelving (price per linear foot)	EA	$ 75.19
ANCILLARY	Armag Corporation	1B	CABINETS , CASE	26" wide heavy duty non-sparking aluminum shelving (price per linear ft)	EA	$ 134.24
ANCILLARY	Armag Corporation	1C	CABINETS , CASE	15" wide aluminum shelving with 1" upward lip to prevent spillage. Rear cutouts for power cord. Priced per linear foot	EA	$ 85.95
ANCILLARY	Armag Corporation	201	CABINETS , CASE	4' x 10' aluminum work bench	EA	$ 2,376.61
ANCILLARY	Armag Corporation	5030	CABINETS , CASE	10' x 30" aluminum work bench with shelf and isolated ground	EA	$ 2,311.78
ANCILLARY	Armag Corporation	202	CABINETS , CASE	36" x 24" x 72" armory storage cabinet	EA	$ 1,462.22
ANCILLARY	Armag Corporation	203	CABINETS , CASE	30" x 60" armory work bench with butcher block top	EA	$ 932.23
ANCILLARY	Armag Corporation	204	CABINETS , CASE	36" x 20" x 42" ammo cabinet	EA	$ 1,653.46
ANCILLARY	Armag Corporation	110	CABINETS , CASE	Recessed box for IDS	EA	$ 3,511.20
ANCILLARY	Armag Corporation	200	CABINETS , CASE	Exterior mounted aluminum box	EA	$ 963.80
ANCILLARY	Armag Corporation	227	CABINETS , CASE	30" x 60" double pedestal desk with one box and one file drawer in each pedestal	EA	$ 780.05
ANCILLARY	Armag Corporation	SC285	CABINETS , CASE	Office Desk Chair with Arms	EA	$ 450.02
ANCILLARY	Armag Corporation	SC287	CABINETS , CASE	42" x 96" Conference Table	EA	$ 1,042.55
ANCILLARY	Armag Corporation	SC288	CABINETS , CASE	48" x 30" Workstation Table	EA	$ 388.93
ANCILLARY	Armag Corporation	13	ATTACHED MAGA	18" x 18" x 18" Type 4, Class BC ATF spec attached cap box	EA	$ 987.28
ANCILLARY	Armag Corporation	14	ATTACHED MAGA	24" x 24" x 24" Type 4, Class BC ATF spec attached cap box	EA	$ 1,228.81
ANCILLARY	Armag Corporation	15	ATTACHED MAGA	30" x 30" x 30" Type 2, Class ABC US Government spec attached magazine	EA	$ 3,568.31
ANCILLARY	Armag Corporation	15A	ATTACHED MAGA	30" x 30" x 30" Type 2, Class ABC ATF spec attached magazine	EA	$ 3,568.31
ANCILLARY	Armag Corporation	11N	WALLS	Steel divider wall (price per square foot) with lumber lining for units less than 10' wide	EA	$ 56.90
ANCILLARY	Armag Corporation	11K	WALLS	Aluminum expanded metal divider wall (price per linear ft) for 8' width and under units	EA	$ 213.61
ANCILLARY	Armag Corporation	16A	WALLS	Folding retaining walls for earthen covered magazine 7' high (approximate weight 3,450 lbs)	EA	$ 7,774.20
ANCILLARY	Armag Corporation	16B	WALLS	Folding retaining walls for earthen covered magazine 8' high (approximate weight 4,050 lbs)	EA	$ 15,755.11
ANCILLARY	Armag Corporation	16C	WALLS	Folding retaining walls for earthen covered magazine 9' high (approximate weight 4,970 lbs)	EA	$ 14,093.35
ANCILLARY	Armag Corporation	16D	WALLS	Folding retaining walls for earthen covered magazine 10' high (approximate weight 5,700 lbs)	EA	$ 19,017.41
ANCILLARY	Armag Corporation	70	WALLS	Insulated 5/8" painted plywood stud wall. Studs constructed of 1/8" steel tubing (price per sq ft)	EA	$ 27.20
ANCILLARY	Armag Corporation	SC211	WALLS	Interior Sound Group IV Divider wall with continously welded steel	EA	$ 92.82
ANCILLARY	Armag Corporation	118	WALLS	Nudo Wall covered Class A Textured White. Include Trim	EA	$ 19.95
ANCILLARY	Armag Corporation	16	OTHER	Top stack vent for earthen covered magazine (required on all earthen covered mags > 300 cubic ft)	EA	$ 3,955.92
ANCILLARY	Armag Corporation	41	OTHER	Set of four 10,000 lb casters with swivel base and wheel locks and mounting brackets	EA	$ 3,216.53
ANCILLARY	Armag Corporation	42	OTHER	Jack mount - set of four (not offered for beam-based units)	EA	$ 721.21
ANCILLARY	Armag Corporation	222	OTHER	1/4" steel roof mounted sun shield (price per sq ft)	EA	$ 32.63
ANCILLARY	Armag Corporation	223	OTHER	4' exterior weather shield/porch extension	EA	$ 3,439.94
ANCILLARY	Armag Corporation	47	OTHER	Range hood and exhaust fan and hood for parts cleaner	EA	$ 1,541.63
ANCILLARY	Armag Corporation	5069	OTHER	Installation of piping and two airlines to complement parts cleaner	EA	$ 1,696.90
ANCILLARY	Armag Corporation	55	OTHER	SW-28XE Super Sink Bioremediating Parts Washer w/2 brush work stations, light kit,parts basket, toggle switch controls, extra large sink, 300 gph pump, flow control timer, 5-gallons of SW-8 Ozzy Juice, and 1-FL - 4 OzzyMat, installed. (No range exhaust hood required, (1) electric drop required.)	EA	$ 4,665.56
ANCILLARY	Armag Corporation	224	OTHER	APC-100W bullet trap	EA	$ 1,531.14

ANCILLARY	Armag Corporation	26A	OTHER	Installation Support Working supervisor to assist in offloading and assembling at destination. Continental United States only. Additional fees apply for overseas projects. Armag Technician will assist with offloading and placement of the unit(s). For double-wide units or greater, the technician will bolt the pieces together, place a bead of caulk around all seams, make internal electrical connections, and anchor the unit to the pad. Includes: Two days travel One day on-site Ten hours per day Does NOT Include: Grounding the Armag Connecting power/phone/network to the Armag Site prep Trash/Debris removal (where applicable)	EA	$ 5,774.83
ANCILLARY	Armag Corporation	26B	OTHER	Installation Support – Each Additional Day Working supervisor - each additional day on the job.	EA	$ 826.86
ANCILLARY	Armag Corporation	5011	OTHER	7'4" x 6'8" single toilet restroom with sink, light, instant hot water, exhaust fan and tile floor. Customer responsible	EA	$ 16,295.67
ANCILLARY	Armag Corporation	5011A	OTHER	Shower for restroom (8' x 5')	EA	$ 2,932.13
ANCILLARY	Armag Corporation	121A	OTHER	4-way forklift pockets 10" x 5" x 1/4" steel pockets	EA	$ 6,185.74
ANCILLARY	Armag Corporation	A14	OTHER	2-way fork truck pockets (up to 10' width)	EA	$ 1,197.13
ANCILLARY	Armag Corporation	5047	OTHER	Air reel with hose and low pressure nozzle	EA	$ 2,326.40
ANCILLARY	Armag Corporation	21A	OTHER	Rubber Seal for Single Door with Panic Bar	EA	$ 1,298.72
ANCILLARY	Armag Corporation	21B	OTHER	Rubber Seal for Double Door	EA	$ 1,358.22
ANCILLARY	Armag Corporation	21C	OTHER	Rubber Seal for Double Door with Panic Bar	EA	$ 2,038.45
ANCILLARY	Armag Corporation	207	OTHER	20" x 72" Fold-down Aluminum workbench with folding support legs at each end	EA	$ 2,289.91
ANCILLARY	Armag Corporation	CETCAN	OTHER	CETASM Canister	EA	$ 520.37
ANCILLARY	Armag Corporation	CETDUM	OTHER	CETASM Dummy Canister	EA	$ 311.32
ANCILLARY	Armag Corporation	CETTRANS	OTHER	CETASM canister truck transport box	EA	$ 5,199.28
ANCILLARY	Armag Corporation	CETRACK	OTHER	Interior mounted CETASM storage rack	EA	$ 5,068.55
ANCILLARY	Armag Corporation	TB6042	OTHER	Tool box pumice filled container	EA	$ 1,183.46
ANCILLARY	Armag Corporation	27	PAINT AND COATI	Line-X protective coating priced per sq foot Add 10% to the total sq ft calculation	EA	$ 6.30
ANCILLARY	Armag Corporation	68	PAINT AND COATI	Change of paint color	EA	$ 383.80
ANCILLARY	Armag Corporation	68-B	PAINT AND COATI	Zinc rich primer undercoat (price per sq ft)	EA	$ 1.85

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Deere & Company for 2023 John Deere 5060E utility tractor for Public Services Maintenance.
Capital equipment.

Amount of Contract:

$33,861.47

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

ATTACHMENTS:

Description	Type	Upload Date
20230711 Deere Agenda Package POs	Cover Memo	7/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/13/2023 - 2:40 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
7303	2023	(F7000) MOTOR POOL	2023 JOHN DEERE 5060E UTILITY TRACTOR FOR PUBLIC SERVICES MAINTENANCE (AL STATE CONTRACT)	$33,861.47	(295477) DEERE & COMPANY

Adopted:

_____
City Clerk

Bill To	Requisition 00007303-00 FY 2023
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
DEERE & COMPANY	MUNICIPAL GARAGE
2000 JOHN DEERE RUN	770 GAYLE STREET
	MOBILE, AL 36604
CARY, NC 27513	CARTERD@CITYOFMOBILE.ORG
Tel#800-358-5010 OPT 2	Delivery Reference
Fax 309-749-2313	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	295477	03/20/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	EDGNG TRACTOR AS SPECIFIED: 2023 OR NEWER JOHN DEERE 5060E UTILITY TRACTOR 2WD WITH ENCLOSED CAB. AS PER QUOTE #28425500 DATED MARCH 23,2023 AS PER STATE OF ALABAMA CONTRACT MA999200000000020 (PG 99 CG 22)	1.00 EACH	33861.47000	33861.47

Additional Description Notes

2022 OR NEWER JOHN DEERE 504 EDGING TRACTOR. REQUESTED BVY 2086 PS MAINTENANCE.

1 2000.80.00.0000.0000.0000.0000.0000.47010.
E E0014 .CAPEQUIPMT. . 33861.47

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 33861.47

Bill To	Requisition 00007303-00 FY 2023
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
DEERE & COMPANY	MUNICIPAL GARAGE
2000 JOHN DEERE RUN	770 GAYLE STREET
	MOBILE, AL 36604
CARY, NC 27513	CARTERD@CITYOFMOBILE.ORG
Tel#800-358-5010 OPT 2	Delivery Reference
Fax 309-749-2313	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	295477	03/20/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E E0014 .CAPEQUIPMT. .	33861.47	203914.13

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	33861.47	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	07/11/23	JOHN PAINE	GL Allocation changed
Approved	03/20/23	BRENDA RHODES	
Approved	03/20/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/20/23	RELYA MALLORY	Auto approved by: 910511034
Approved	07/11/23	BRENDA RHODES	
Approved	07/11/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/11/23	RELYA MALLORY	Auto approved by: 910511034
Forward	04/07/23	KAREN NAMAN	Automatic Forward to 9105paij
Approved	07/11/23	DONALD ROSE	Auto approved by: 9105paij
Approved	07/11/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/11/23	JOHN PAINE	
Approved	07/11/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

Print Close

Contract Header

Contract
STATEWIDE TRACTOR MASTER AGREEMENT Amendment #1

Supplier
Deere & Company

Linked Solicitation

Type
Master Agreement

Contract Code
200000000020-999-1

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Bryan	Matthews	bryan.matthews@purchasing.alabama.gov	334-353-5433

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Andrew	Roman	GovContractSupport@JohnDeere.com	800-358-5010

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
10/20/2021

End Date
10/20/2023

Documents

- Final_MA_999_200000000020_3_MA_FORM_ADV_PDF.PDF
- Final_MA_999_200000000020_3_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code	
Optional Equipment - John Deere Tractor	2000000000-999-30	
2032R - John Deere, Compact Tractor	200000000020-999-1	23
20 HP Tractor, PTO 20 HP per specification 020E01	200000000020-999-1	
25 HP Tractor, PTO 25 HP per specification 020E01	200000000020-999-2	
3032E - John Deere, Compact Utility Tractor	200000000020-999-2	21
3039R - John Deere, Compact Utility Tractor	200000000020-999-3	28
30 HP Tractor, PTO 30 HP per specification 020E01	200000000020-999-3	

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Mobile Communications America Inc for 6 Stalker hand-held radar guns for MPD.
General fund.

Amount of Contract:

$17,845.86

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

ATTACHMENTS:

Description	Type	Upload Date
20230712 MCA Agenda Package POs	Cover Memo	7/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/13/2023 - 2:38 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
10870	2023	(1530) POLICE ADMIN SERVICES	6 STALKER HAND-HELD RADAR GUNS FOR MPD (GSA CONTRACT)	$17,845.86	(298602) MOBILE COMMUNICATIONS AMERICA INC

Adopted:

_____
City Clerk

Bill To	Requisition 00010870-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1534.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
MOBILE COMMUNICATIONS AMERICA INC 130 N CHURCH ST SPARTANBURG, SC 29306 USA Tel#864-529-9728	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/06/23	298602				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER YOUR QUOTE 268004114 AND GSA CONTRACT GS-07F-148DA-MODPS0040 EXPIRES 07/31/2026			
001	RADAR HAND HELD-STATIONARY RADAR GUN AS SPECIFIED. Additional Description Notes --- VENDOR TO PROVIDE STALKER DSR W/ 2 ANTENNAS CNT#GS07F148DA ITEM # 806-0022-00 WHICH SHALL INCLUDE MFG WARRANTY 36 MONTHS GSA-WARR36 VENDOR SHALL SHIP 45 DAYS ARO GSA-DEL45 THESE WILL BE MOUNTED IN 2023 DODGE DURANGO G3 ADVANCED POLICE TRAFFIC RADAR; COMPACT & LIGHT, KA DIRECTIONAL, DIRECTIONAL TARGET, SAME TARGET, AND SAME DIRECTION, COPS INTERFACE, INCLUDES SUCTION CUP & REAR DECK BRACKETS; ID# 77523; SKU# G3 SINGLE ANTENNA; INCLUDES: 1X - SUCTION CUP ANTENNA MOUNTSUCTION CUP BRACKET MOUNT FOR KA-BAND ANTENNA KIT TO BE AFFIXED TO THE WINDSHIELD GLASS.; SCUP BRACKET KIT INCLUDED WITH THE PURCHASE OF GENESIS G3 POLICE RADAR; 1X - REAR DECK L-BRACKET MOUNTMOUNTS KA-BAND ANTENNA TO THE DASH OR DECK (MOUNTS ON FLAT SURFACE). INCLUDES VELCRO AND THUMBSCREWS. Vendor Item Inventory Item/Loc 10314	6.00 EACH	2974.31000	17845.86

Bill To	Requisition 00010870-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1534.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
MOBILE COMMUNICATIONS AMERICA INC 130 N CHURCH ST SPARTANBURG, SC 29306 USA Tel#864-529-9728	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/06/23	298602				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1530.1534.1530.0000.0000.44020.			17845.86

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606
Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 17845.86

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

Account	Amount	Remaining Budget
1000.30.15.1530.1534.1530.0000.0000.44020. SPECIAL OPERATIONS DIV EXP OPERATING SUPPLIES	17845.86	3096817.50

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

Activity	Date	Clerk	Comment
CCancelled	07/11/23	SANDRA LEWIS	GL Allocation changed
Unknown	07/12/23	SANDRA LEWIS	
Approved	07/12/23	DONALD ROSE	Auto approved by: 910518227
Approved	07/12/23	SANDRA LEWIS	
Approved	07/12/23	JOHN PAINE	Auto approved by: 910518227

Bill To	Requisition 00010870-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1534.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
MOBILE COMMUNICATIONS AMERICA INC 130 N CHURCH ST SPARTANBURG, SC 29306 USA Tel#864-529-9728	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/06/23	298602				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 07/12/23 MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

General Services Administration
Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to –date pricing and the option to create an electronic delivery order are available through GSA Advantage! a menu-driven database system. The Internet address for GSA Advantage! is http://www.gsaadvantage.gov.

SCHEDULE NUMBER: Multiple Award Schedule (MAS)

SCHEDULE NAME: Total Solutions for Law Enforcement, Security, Facility Management, Fire, Rescue, Special Purpose Clothing, Marine Craft & Emergency/Disaster Response.

CONTRACT NUMBER: GS-07F-148DA–Mod PS0040

CONTRACT PERIOD: 08/01/2016 through 07/31/2026

CONTRACTOR:

Mobile Communication America, Inc.
(MCA)
100 Dunbar Street, Suite 304
Spartanburg, SC 29306 Ph:
800-335-5431
Ph: 757-826-8210
Fax: 757-826-7213
POC: Larry Gately
Email: gsa@callmc.com
Website: www.callmc.com

BUSINESS SIZE: **Small**

1a. **Awarded Special Item Numbers:**

334511- Vehicle Monitor/Tracking Systems
334220 – Surveillance Systems

1b. **Lowest Priced Item each SIN:**

334511- 015-2160-00	**$ 13.82**
334220– 026-0039-07	**$ 19.75**

2. **Maximum Order Guideline: SIN 334511 and 334220 - $250,000.00 per SIN;**

This maximum order is a dollar amount at which it is suggested that the ordering agency request higher discounts from the contractor before issuing the order. The contractor may: 1) Offer a new lower price, 2) Offer the lowest price available under the contract, or 3) Decline the order within five (5) days. In accordance with the Maximum Order provisions contained in the Schedule, a delivery order may be placed against the Schedule contract even though it exceeds the maximum order.

3. **Minimum Order Limitation:**

SIN# 334511 $ 50.00
SIN# 334220 $ 50.00

4. **Geographic Coverage: Worldwide**

5. **Points of Production:** **Applied Concepts, Inc./Stalker Radar |**
855 East Collins Boulevard
Richardson, TX.

6. **Basic Discount: Prices shown are Government net. (Discounts already deducted).**

7. **Quantity Discount:**

SIN# 334511 – 1.5% on 6+ units of the same model
SIN# 334220 – 1.0% on 6+ units of the same model

8. **Prompt Payment Terms: Net 30**

9a. **Government Purchase Cards: are accepted at or below micro-purchase threshold.**

9b. **Government Purchase Cards: are accepted at or above micro-purchase threshold.**

10. **Foreign Items:**

Model	COO
200-0950-00	KR
015-0365-01	KR
015-0365-51	KR
015-0371-02	KR
015-0371-10	KR
200-1200-00	KR
200-1200-10	KR
200-1200-20	KR
200-1200-21	KR
200-1200-40	KR

11.a **Delivery Time:**

SIN:

334511 **Ships 45 Days ARO, All mobile and handheld products.**

334511 **Ships 60 Days ARO, All Speed Awareness and Message centers.**
SAM Speed Awareness Trailer
SAM-R Speed Awareness Trailer
MC360 Variable Message Center Trailer

334220 **Ships 45 Days ARO, All CopTrax products.**

11b. **Expedited Delivery: Contact Contractor for availability and costing. Call1-800-335-5431**

11c. **Overnight/2-Day Delivery: Contact Contractor for availability and costing. Call1-800-335-5431**

11d. **Urgent Requirements: Contact Contractor for availability and costing. Call1-800-335-5431**

12. **FOB Point: Richardson, TX. and Garland, TX**

- **SIN # 334511**
- **Handheld radar and Lidar systems, Mobile radar systems and Accessories**
- **CONUS, FOB Destination, Allowed 48 Lower Contiguous United States.**
- **Alaska, Hawaii and Puerto Rico, FOB Origin.**
- **OCONUS, shipping is FOB Origin**

- Speed Awareness Trailers and fixed Monitoring systems, •
- CONUS, FOB Origin, OCONUS, FOB Origin
- SIN # 334220
- Law Enforcement Video systems,
- CONUS, FOB Destination, Allowed 48 Lower Contiguous United States.
- Alaska, Hawaii and Puerto Rico, FOB Origin.

- OCONUS, shipping is FOB Origin

13a. Ordering Address:

Mobile Communication
America, Inc. (MCA),501
Industry Drive Hampton, VA,
23661
Ph: 800-335-5431, Ph: 757-826-8210
Fax: 757-826-7213, Email: gsa@callmc.com

13b. Ordering Procedures: For supplies, the ordering procedures, information on Blanket Purchase Agreements (BPA's), and a sample BPA can be found at the GSA/FSS Schedulehomepage www.fss.gsa.gov/schedules.

14. Payment Address:

Mobile Communication
America, IncPO Box
37904
Charlotte, NC. 28237-7904

15. Warranty Provisions: Standard Commercial Warranty/Varies by Product

16. Export Packing Charges if Applicable: Contact Contractor for availability and costing.

17. Terms and conditions of Government Purchase Card Acceptance:
None. Governmentpurchase cards accepted in full.

18. Terms and conditions of Government Purchase Card Acceptance (Any Thresholds abovethe Micro-Purchase Level):
None. Government purchase cards accepted in full.

19. **Terms and conditions of Installations (if applicable): See specific contract item.**

20. **Terms and conditions of Repair Parts: N/A**

21. **List of Service and Distribution Points (if applicable): Contact contractor**

22. **List of participating Dealers: N/A**

23. **Preventative Maintenance: N/A**

24a. **Environmental attributes, E.G., recycled content, energy efficiency, and/or reduced: Yes, see section 508 compliance.**

24b. **Section 508 compliance for EIT:**
N/A Contact Contractor for Data as/when required.

25. **Data Universal Number System (DUNS) Number: 080710733**

26. **Notification regarding registration in (CCR) Central Contractor Registration Database: Mobile Communications America, Inc.. is registered in the SAM (System for Award Management) database. (Formerly the CCR database)**

MOBILE COMMUNICATIONS AMERICA

MCA | Mobile Communications America

GSA Net Pricelist

SIN	MANUFACTURER	MFR PART #	PRODUCT NAME	QTY/UOI	GSA Net Price
334511	Stalker Radar	837-0002-00	BT-1 System with label printer and stand	EA	$ 2,647.15
334511	Stalker Radar	837-0001-00	BT-1 Tabletop System with label printer	EA	$ 2,363.02
334511	Stalker Radar	836-0018-SP	18" Pole Mounted Speed Sign including 100W Solar Panel and Group 27 Battery B	EA	$ 3,736.32
334511	Stalker Radar	836-0018-MT	18" Pole Mounted Speed Sign on a rapidly- deployable mini trailer	EA	$ 6,075.67
334511	Stalker Radar	836-0018-DB	18" Pole Mounted Speed Sign including Quad-Bay Battery System (up to 4 Sealed	EA	$ 3,878.39
334511	Stalker Radar	836-0018-00	18" Pole Mounted Speed Sign-AC	EA	$ 2,552.44
334511	Stalker Radar	836-0015-SP	15" Pole Mounted Speed Sign including 50W Solar Panel, SLA Battery and SLA bat	EA	$ 3,215.42
334511	Stalker Radar	836-0015-MT	15" Pole Mounted Speed Sign on a rapidly- deployable mini trailer	EA	$ 5,483.73
334511	Stalker Radar	836-0015-DB	15" Pole Mounted Speed Sign including Quad-Bay Battery System (up to 4 Sealed	EA	$ 3,641.61
334511	Stalker Radar	836-0015-00	15" Pole Mounted Speed Sign-AC	EA	$ 2,363.02
334511	Stalker Radar	836-0012-SP	12" Pole Mounted Speed Sign including 30W Solar Panel, SLA Battery and SLA bat	EA	$ 2,969.17
334511	Stalker Radar	836-0012-MT	12" Pole Mounted Speed Sign on a rapidly- deployable mini trailer	EA	$ 4,939.14
334511	Stalker Radar	836-0012-DB	12" Pole Mounted Speed Sign including Quad-Bay Battery System (up to 4 Sealed	EA	$ 3,452.19
334511	Stalker Radar	836-0012-00	12" Pole Mounted Speed Sign-AC	EA	$ 2,173.60
334511	Stalker Radar	834-0005-00	Traffic Data Collector with 20W Solar	EA	$ 2,078.89
334511	Stalker Radar	834-0003-00	Traffic Data Collector with 30W Solar	EA	$ 2,197.28
334511	Stalker Radar	834-0001-00	TDC - Traffic Data Collector System	EA	$ 1,903.68
334511	Stalker Radar	821-1128-00	MC360 (4'x8') Trailer ALPR-Ready Kit - NEW	EA	$ 20,929.10
334511	Stalker Radar	821-1127-00	MC360 (3'x6') Trailer ALPR-Ready Kit - NEW	EA	$ 18,869.56
334511	Stalker Radar	821-1102-00	MC360 (4'x8') w/Strobes, Solar, Tongue Jack, Wheel Lock & Stats	EA	$ 18,867.68
334511	Stalker Radar	821-1101-00	MC360 (3'x6') w/Strobes, Solar, Tongue Jack, Wheel Lock & Stats	EA	$ 16,281.74
334511	Stalker Radar	821-1100-00	MC360 w/Solar, Traffic Stats, Wheel Lock, Tongue Jack (4'x'8')	EA	$ 18,485.10
334511	Stalker Radar	821-1099-00	MC360 w/Solar, Traffic Stats, Wheel Lock, Tongue Jack (3'x6')	EA	$ 15,899.16
334511	Stalker Radar	821-1098-00	MC360 Base w/Solar (3'x6') Base system w/Solar	EA	$ 14,442.16
334511	Stalker Radar	821-1097-00	MC360 Base w/Sensor (3'x6') Base system	EA	$ 13,281.26
334511	Stalker Radar	821-1000-00	SAM STATS - Top Display with Traffic Stats, Solar,Red/Blue Violator alert & Wheel	EA	$ 8,643.30
334511	Stalker Radar	821-0310-00	SAM-R w/Solar, Traffic Stats,Red/Blue Violator Lites and Wheel lock.	EA	$ 7,509.66
334511	Stalker Radar	821-0309-00	SAM Base w/Sensor & Solar	EA	$ 7,698.60
334511	Stalker Radar	821-0052-00	MC360 Base w/Solar (4'x8') Base system w/Solar	EA	$ 17,798.90
334511	Stalker Radar	821-0049-00	MC360 Base w/Sensor (4'x8') Base System	EA	$ 16,576.90
334511	Stalker Radar	821-0048-00	SAM-R Base Trailer w/Sensor	EA	$ 5,770.66
334511	Stalker Radar	821-0047-00	SAM-R Base Trailer w/Solar	EA	$ 6,583.76
334511	Stalker Radar	821-0035-00	SAM Base w/Sensor	EA	$ 6,542.40
334220	Stalker Radar	820-0421-00	Monthly CJIS Cloud Data Plan - 60GB	EA	$ 59.20
334220	Stalker Radar	820-0303-00	CopTrax Interview Rm with 70 Degree FOV-720p Camera	EA	$ 4,588.56
334220	Stalker Radar	820-0302-00	CopTrax Interview Rm w/140 Degree FOV - 1080p Camera	EA	$ 4,588.56
334220	Stalker Radar	820-0216-00	CopTrax II w/7" Monitor & 12X Zoom Camera - Standalone	EA	$ 5,526.80
334220	Stalker Radar	820-0215-00	CopTrax II w/12X Zoom Digital Camera - Standalone	EA	$ 4,920.86
334220	Stalker Radar	820-0214-00	CopTrax II with 7" Monitor, 12X Zoom Camera w/CJIS 36mo Cloud	EA	$ 5,526.80
334220	Stalker Radar	820-0213-00	CopTrax II w/7" Monitor, 12X Zoom Camera, Cust Storage	EA	$ 5,526.80
334220	Stalker Radar	820-0204-00	CopTrax II w/12X Digital Zoom Camera (36mos CJIS Cloud)	EA	$ 4,920.86
334220	Stalker Radar	820-0203-00	CopTrax II w/12X Digital Zoom Camera on Customer Storage	EA	$ 4,920.86
334220	Stalker Radar	820-0116-00	CopTrax II with 7" Monitor & Panoramic Camera - Standalone	EA	$ 5,311.79
334220	Stalker Radar	820-0115-00	CopTrax II with Panoramic Camera - Standalone	EA	$ 4,705.84
334220	Stalker Radar	820-0114-00	CopTrax II w/7" Monitor, Panoramic Camera (36mos Cloud separate)	EA	$ 5,311.79
334220	Stalker Radar	820-0113-00	CopTrax II w/7" Monitor & Panoramic Camera on Customer Server	EA	$ 5,311.79
334220	Stalker Radar	820-0104-00	CopTrax II with Panoramic Camera (36 mos CJIS Cloud separate)	EA	$ 4,705.84
334220	Stalker Radar	820-0103-00	CopTrax II with Panoramic Camera on Customer Storage	EA	$ 4,705.84
334220	Stalker Radar	820-0022-00	CJIS Cloud Storage, 36 Mos per Vehicle ($39/Mo)	EA	$ 1,511.35
334220	Stalker Radar	820-0020-00	CJIS Cloud Storage, 12 Mos per Vehicle ($50/Mo)	EA	$ 646.35
334220	Stalker Radar	820-0019-00	CopTrax Factory Installation Mobile	EA	$ 323.18
334220	Stalker Radar	820-0012-00	CopTrax SW License/Support 2-Yr Renewal Per Device (Yrs 2, 3)	EA	$ 351.84
334220	Stalker Radar	820-0011-00	CopTrax SW License/Support 1-Yr Renewal Per Device (Yr 2)	EA	$ 200.35
334511	Stalker Radar	809-0002-00	Patrol Mobile Radar 2	EA	$ 1,648.26
334511	Stalker Radar	809-0001-00	Patrol Mobile Radar 1	EA	$ 1,231.03
334511	Stalker Radar	808-6127-00	Lidar RLR Laser w/AA Battery Handle, includes Bluetooth, Data Logging & Followi	EA	$ 2,265.00
334511	Stalker Radar	808-6125-00	Lidar RLR Laser w/Bluetooth, Data Logging & Following Too Close - IP67 Spec.	EA	$ 2,239.90
334511	Stalker Radar	808-5042-00	Lidar XLR Speed Detection System	EA	$ 2,045.74
334511	Stalker Radar	808-5041-00	Lidar XLR Speed Detection System	EA	$ 2,145.19
334511	Stalker Radar	808-5040-00	Lidar XLR Speed Detection System	EA	$ 2,145.19
334511	Stalker Radar	808-5025-00	Lidar XLR Speed Detection System	EA	$ 1,946.30
334511	Stalker Radar	808-4025-00	Lidar XS Speed Detection System	EA	$ 1,657.43
334511	Stalker Radar	807-0009-00	2X Mobile Radar w/2 Antennas Motorcycle (2015 BMW)	EA	$ 3,399.80

334511	Stalker Radar	807-0008-00	2X Mobile Radar w/2 Antennas Motorcycle (Honda ST1300)	EA	$	3,399.80
334511	Stalker Radar	807-0006-00	2X Mobile Radar w/2 Antennas Motorcycle (HD)	EA	$	3,399.80
334511	Stalker Radar	807-0004-00	2X Honda ST1300 Motorcycle Radar	EA	$	3,399.80
334511	Stalker Radar	807-0003-00	2X Mobile Radar w/2 Antennas Motorcycle (Gen)	EA	$	3,399.80
334511	Stalker Radar	807-0002-00	2X Mobile Radar w/2 Antennas w/Instant On Remote	EA	$	3,147.81
334511	Stalker Radar	807-0001-00	2X Mobile Radar w/2 Antennas w/Fast Lock Remote	EA	$	3,147.81
334511	Stalker Radar	806-0022-00	DSR Mobile Radar2 Antenna Car Mounted	EA	$	2,974.31
334511	Stalker Radar	806-0021-00	DSR Mobile Radar 1 Antenna Car Mounted	EA	$	2,296.83
334511	Stalker Radar	806-0020-00	DSR 2Ka Compact Display MC-2015-2017 BMW 1200RT-P	EA	$	3,230.43
334511	Stalker Radar	806-0019-00	DSR 2Ka Compact Display MC-Honda ST-1300	EA	$	3,230.43
334511	Stalker Radar	806-0018-00	DSR 2Ka Compact Display, Harley Davidson Motorcycle Radar	EA	$	3,230.43
334511	Stalker Radar	806-0012-00	DSR Mobile Radar 2 Antenna Motorcycle (BMW)	EA	$	3,230.43
334511	Stalker Radar	806-0009-00	DSR Mobile Radar 2 Antenna Motorcycle (2015 BMW)	EA	$	3,230.43
334511	Stalker Radar	806-0008-00	DSR 2Ka Honda ST1300 Motorcycle Radar	EA	$	3,230.43
334511	Stalker Radar	806-0005-00	DSR Mobile Radar 2 Antenna Motorcycle (HD)	EA	$	3,230.43
334511	Stalker Radar	806-0003-00	DSR Mobile Radar 2 Antenna Motorcycle (Gen)	EA	$	3,230.43
334511	Stalker Radar	805-0022-00	DUAL Mobile Radar 2 Antenna Car Mounted	EA	$	2,210.08
334511	Stalker Radar	805-0021-00	DUAL Mobile Radar 1 Antenna Car Mounted	EA	$	1,697.83
334511	Stalker Radar	805-0020-00	Dual 2Ka Compact Display MC-2015-2017 BMW 1200RT-P	EA	$	2,466.20
334511	Stalker Radar	805-0019-00	Dual 2Ka Compact Display MC-Honda ST-1300	EA	$	2,466.20
334511	Stalker Radar	805-0018-00	Dual 2Ka Compact Display, Harley Davidson Motorcycle Radar	EA	$	2,466.20
334511	Stalker Radar	805-0013-00	DUAL Mobile Radar 2 Antenna Motorcycle (2015 BMW)	EA	$	2,466.20
334511	Stalker Radar	805-0012-00	DUAL Mobile Radar 2 Antenna Motorcycle (BMW)	EA	$	2,466.20
334511	Stalker Radar	805-0011-00	DUAL Mobile Radar 2 Antenna Motorcycle (HD)	EA	$	2,466.20
334511	Stalker Radar	805-0009-00	DUAL Mobile Radar 2 Antenna Motorcycle (Gen)	EA	$	2,466.20
334511	Stalker Radar	805-0008-00	Dual 2Ka Honda ST1300 Motorcycle Radar	EA	$	2,466.20
334511	Stalker Radar	805-0006-00	DUAL Mobile Radar 1 Antenna Motorcycle (HD)	EA	$	1,953.95
334511	Stalker Radar	805-0005-00	DUAL Mobile Radar 1 Antenna Motorcycle (Gen)	EA	$	1,953.95
334511	Stalker Radar	803-0009-00	SII MDR for BMW Motorcycles	EA	$	2,533.50
334511	Stalker Radar	803-0007-00	SII MDR for Motorcycles (except BMW)	EA	$	2,533.50
334511	Stalker Radar	803-0005-00	Stalker II SDR	EA	$	1,458.54
334511	Stalker Radar	803-0003-00	Stalker II MDR w/Rear Antenna	EA	$	3,120.71
334511	Stalker Radar	803-0002-00	Stalker II MDR	EA	$	2,339.35
334224	Stalker Radar	600-0022-03	MC360 (4'x8') Trailer - Steel Surcharge	EA	$	274.50
334223	Stalker Radar	600-0022-02	MC360 (3'x6') Trailer - Steel Surcharge	EA	$	228.09
334222	Stalker Radar	600-0022-01	SAM Trailer - Steel Surcharge	EA	$	114.54
334221	Stalker Radar	600-0022-00	SAM-R Trailer - Steel Surcharge	EA	$	82.94
334220	Stalker Radar	600-0010-01	CopTrax OnSite Training (travel is additional cost)	EA	$	1,509.97
334220	Stalker Radar	600-0008-02	CopTrax Multiple Server Install/Each (Remote Install)	EA	$	1,888.20
334220	Stalker Radar	600-0008-01	CopTrax Single Server Install (Remote Install)	EA	$	1,509.97
334220	Stalker Radar	600-0007-05	CopTrax Dashbrd/Admin SW Activation	EA	$	2,214.63
334220	Stalker Radar	600-0007-04	CopTrax Dashbrd/Admin SW Activation	EA	$	1,207.98
334220	Stalker Radar	600-0007-03	CopTrax Dashbrd/Admin SW Activation	EA	$	776.00
334220	Stalker Radar	600-0007-02	CopTrax Dashbrd/Admin SW Activation	EA	$	503.32
334220	Stalker Radar	600-0007-01	CopTrax Dashbrd/Admin SW Activation	EA	$	352.82
334511	Stalker Radar	200-1397-01	Kit alone (strap, cable, and connector) - Required	EA	$	59.24
334511	Stalker Radar	200-1397-00	Sealed Lead Acid (SLA) battery (22Ah) with kit (strap, cable, and connector)	EA	$	227.10
334511	Stalker Radar	200-1379-00	2020-2021 Ford Interceptor SUV - FrontAntenna/Display/CU Mount	EA	$	83.09
334511	Stalker Radar	200-1378-00	2020-2021 Ford Interceptor SUV - RearAntenna Mount	EA	$	103.68
334511	Stalker Radar	200-1377-00	2019-2021 Dodge Durango - FrontAntenna/Display/CU Mount	EA	$	160.95
334511	Stalker Radar	200-1369-20	18" PMG "YOUR SPEED" Bezel	EA	$	246.85
334511	Stalker Radar	200-1369-10*	15" PMG "YOUR SPEED" Bezel	EA	$	197.48
334511	Stalker Radar	200-1369-00	12" PMG "YOUR SPEED" Bezel	EA	$	182.67
334511	Stalker Radar	200-1342-00	2019 - 2020 Ford F-150 Responder -Rear Antenna Mount	EA	$	73.07
334511	Stalker Radar	200-1341-00	2019 - 2020 Ford F-150 Responder - Front Antenna/Display/CU Mount	EA	$	109.60
334511	Stalker Radar	200-1340-13	18" PMG Amber Alert Strobes	EA	$	444.33
334511	Stalker Radar	200-1340-12	18" PMG White Alert Strobes	EA	$	444.33
334511	Stalker Radar	200-1340-10	18" PMG Red/Blue Alert Strobes	EA	$	444.33
334511	Stalker Radar	200-1339-13	15" PMG Amber Alert Strobes	EA	$	444.33
334511	Stalker Radar	200-1339-12	15" PMG White Alert Strobes	EA	$	444.33
334511	Stalker Radar	200-1339-10	15" PMG Red/Blue Alert Strobes	EA	$	444.33
334511	Stalker Radar	200-1338-13	12" PMG Amber Alert Strobes	EA	$	444.33
334511	Stalker Radar	200-1338-12	12" PMG white Alert Strobes	EA	$	444.33
334511	Stalker Radar	200-1338-10	12" PMG Red/Blue Alert Strobes	EA	$	444.33
334511	Stalker Radar	200-1331-00	PMG Trailer Hitch, 2" receiver	EA	$	295.23
334511	Stalker Radar	200-1321-00	2019-2021 Dodge Durango - Rear Antenna Mount	EA	$	106.15
334511	Stalker Radar	200-1317-01	PMG Lead Acid Battery, Box, and Mount	EA	$	345.59
334511	Stalker Radar	200-1317-00	PMG Battery Box and mounts for Sealed Lead Acid Battery	EA	$	172.80
334511	Stalker Radar	200-1298-05	15" PMG Conn Panel, Dual USB w/GPIO	EA	$	390.03
334511	Stalker Radar	200-1298-04	15" PMG Conn Panel, USB-Com, Ethernet, GPIO	EA	$	789.92
334511	Stalker Radar	200-1298-03	15" PMG Conn Panel, I/O	EA	$	271.54
334511	Stalker Radar	200-1297-05	18" PMG Conn Panel, Dual USB with GPIO	EA	$	390.03
334511	Stalker Radar	200-1297-04	18" PMG Conn Panel, USB-Com, Ethernet, GPIO	EA	$	789.92

334511	Stalker Radar	200-1297-03	18" PMG Conn Panel, I/O	EA	$	286.35
334511	Stalker Radar	200-1285-76	15" PMG Mount - Pole Side Only	EA	$	93.80
334511	Stalker Radar	200-1285-51	15" PMG with Simulated Flash	EA	$	320.91
334511	Stalker Radar	200-1285-11	15" PMG Bezel, Black - Must be selected at time of order	EA		
334511	Stalker Radar	200-1283-76	18" PMG Mount - Pole Side Only	EA	$	93.80
334511	Stalker Radar	200-1283-51	18" PMG Speed Sign, Simulated Flash	EA	$	246.85
334511	Stalker Radar	200-1283-11	18" PMG Bezel, Black - Must be selected at time of order	EA		
334511	Stalker Radar	200-1270-05	12" PMG Conn Panel, Dual USB with GPIO	EA	$	345.59
334511	Stalker Radar	200-1270-04	12" PMG Ethernet and I/O Port	EA	$	789.92
334511	Stalker Radar	200-1270-03	PMG RS-232/CAN Bus Communications Option	EA	$	271.54
334220	Stalker Radar	200-1269-00	CopTrax Evidence Viewer PC Application	EA	$	41.47
334511	Stalker Radar	200-1206-76	12" PMG Mount - Pole Side Only	EA	$	93.80
334511	Stalker Radar	200-1206-74	Short YOUR SPEED Sign Kit, Bottom Mount	EA	$	187.61
334511	Stalker Radar	200-1206-73	Short YOUR SPEED Sign Kit, Top Mount	EA	$	187.61
334511	Stalker Radar	200-1206-69	PMG GPIO Connector Wiring Kit	EA	$	34.56
334511	Stalker Radar	200-1206-51	Simulated Camera Flash Option, 12"	EA	$	251.79
334511	Stalker Radar	200-1206-11	12" PMG Bezel, Black - Must be selected at time of order	EA		
334220	Stalker Radar	200-1205-41*	CopTrax II Front Camera, 70 degrees, HD USB 4'	EA	$	356.45
334220	Stalker Radar	200-1205-03	Glass Mounting Kit for Front Camera	EA	$	78.99
334220	Stalker Radar	200-1205-02*	Visor Mounting Kit for Front Camera	EA	$	78.99
334220	Stalker Radar	200-1205-01*	CopTrax II Front Camera, 70 degrees, HD USB, 10'	EA	$	356.45
334220	Stalker Radar	200-1200-40	Wireless Mic Desktop Charger for 200-1200-10	EA	$	99.73
334220	Stalker Radar	200-1200-21	CopTrax Microphone Kit w/RJ-45 Cable, 20'	EA	$	208.34
334220	Stalker Radar	200-1200-20	CopTrax 2GHz Wireless Docking Station	EA	$	259.69
334220	Stalker Radar	200-1200-10	CopTrax 2 GHz Wireless Microphone Transmitter	EA	$	280.42
334220	Stalker Radar	200-1200-00	CopTrax 2.4 GHz Mic/Car Charging Cradle, 10' cable	EA	$	177.73
334220	Stalker Radar	200-1186-01*	Visor Mount Kit for 7" Monitor, CopTrax	EA	$	143.17
334220	Stalker Radar	200-1186-00	Console RAM Mount for 7"Monitor, CopTrax II	EA	$	122.44
334511	Stalker Radar	200-1173-00	Traffic Analyst App, Thumb Drive, Manual	EA	$	507.53
334220	Stalker Radar	200-1157-01	CopTrax II BWC Vehicle Mounting Kit, Model S	EA	$	132.31
334220	Stalker Radar	200-1156-00	Visor Mount, 5X Digital Zoom Front Camera	EA	$	66.16
334511	Stalker Radar	200-1146-00	2015 Charger Pillar Mount - 2X, DSR and DUAL	EA	$	109.60
334511	Stalker Radar	200-1145-01	2015-16 Charger dash clamp mount - Patrol	EA	$	83.09
334511	Stalker Radar	200-1145-00	2015 Charger Clamp Mount - 2X, DSR and DUAL	EA	$	76.57
334220	Stalker Radar	200-1144-00	CopTrax II Wiring Kit, 6' Trigger Cable	EA	$	100.72
334511	Stalker Radar	200-1123-00	TDC Loaded 8GB USB Thumb Drive	EA	$	74.06
334511	Stalker Radar	200-1110-00	TDC Accessory Kit	EA	$	104.66
334511	Stalker Radar	200-1109-00	Pole Mounting Bracket Kit	EA	$	120.46
334511	Stalker Radar	200-1089-00	2015 Tahoe Display Mount - 2X, DSR and DUAL, Patrol	EA	$	44.43
334511	Stalker Radar	200-1088-01	2015 Tahoe antenna dash mount - Patrol	EA	$	56.28
334511	Stalker Radar	200-1088-00	2015 Tahoe Front Antenna Mount - 2X, DSR and DUAL	EA	$	56.28
334511	Stalker Radar	200-1087-01	2015 FI Sedan antenna mount - Patrol	EA	$	73.07
334511	Stalker Radar	200-1085-01	2015 FI Sedan rear ant. mount - Patrol	EA	$	44.43
334511	Stalker Radar	200-1065-00	2015 FI SUV/Sedan Counting Unit Mt. - 2X, DSR and DUAL Patrol	EA	$	49.32
334511	Stalker Radar	200-1064-01	2014 - 2019 Ford Interceptor SUV - Rear Antenna Mount	EA	$	63.44
334511	Stalker Radar	200-1063-00	2014/15 FI SUV Display Mt. - 2X, DSR and DUAL	EA	$	56.28
334511	Stalker Radar	200-1062-01	2014 - 2019 Patrol - Ford Interceptor SUV - Front Antenna Mount	EA	$	93.31
334511	Stalker Radar	200-1046-00	Metal Tamper proof box (battery box)	EA	$	444.33
334511	Stalker Radar	200-0986-00	Dual Pivot Arm Antenna Mount - 2X, DSR and DUAL	EA	$	55.29
334511	Stalker Radar	200-0924-00	Stalker II Motorcycle Holster with Lock	EA	$	166.87
334511	Stalker Radar	200-0912-05	Lidar RLR Holster, BMW Left Mount	EA	$	260.68
334511	Stalker Radar	200-0912-04	Lidar RLR Holster, BMW Right Mount	EA	$	260.68
334511	Stalker Radar	200-0912-03	Lidar RLR Holster, Honda	EA	$	260.68
334511	Stalker Radar	200-0912-02	Lidar RLR Holster, Harley Davidson	EA	$	260.68
334511	Stalker Radar	200-0911-05	Lidar X-Series Holster, BMW Left Mount	EA	$	260.68
334511	Stalker Radar	200-0911-04	Lidar X-Series Holster, BMW Right Mount	EA	$	260.68
334511	Stalker Radar	200-0911-03	Lidar X-Series Holster, Honda	EA	$	260.68
334511	Stalker Radar	200-0911-02	Lidar X-Series Holster, Harley Davidson	EA	$	260.68
334511	Stalker Radar	200-0911-01	Lidar X-Series Holster, Rear Holster Kit	EA	$	260.68
334511	Stalker Radar	200-0911-00	Lidar X-Series Holster, Holster Kit	EA	$	260.68
334511	Stalker Radar	200-0905-00	X-Series Shoulder Stock	EA	$	71.09
334511	Stalker Radar	200-0903-18	X-Series Holster, BMW-Left	EA	$	219.20
334511	Stalker Radar	200-0903-08	X-Series Holster, BMW	EA	$	219.20
334511	Stalker Radar	200-0903-07	X-Series Holster, Honda	EA	$	219.20
334511	Stalker Radar	200-0903-06	X-Series Holster, Harley	EA	$	219.20
334511	Stalker Radar	200-0899-00	In-line battery Charger DC power	EA	$	71.09
334511	Stalker Radar	200-0898-00	In-line battery Charger AC power	EA	$	103.68
334511	Stalker Radar	200-0888-00	Combo Suction Cup Mount - 2X, DSR and DUAL	EA	$	109.60
334511	Stalker Radar	200-0887-00	Counting Unit Glass Mount - 2X, DSR, DUAL and Patrol	EA	$	77.02
334511	Stalker Radar	200-0886-00	Suction Cup Antenna Mount - 2X, DSR and DUAL	EA	$	77.02
334511	Stalker Radar	200-0845-00	In-Line Power and Charger Cable	EA	$	71.09
334511	Stalker Radar	200-0843-00	LI-Ion Quick Charger Base	EA	$	123.43
334511	Stalker Radar	200-0839-00	X-Series Battery Charger	EA	$	117.50

334511	Stalker Radar	200-0743-00	Universal Dash Mount (Crown Vic) - 2X, DSR, DUAL and Patrol	EA	$	110.59
334511	Stalker Radar	200-0740-10	Rear Antenna Child Safety Mount	EA	$	110.59
334511	Stalker Radar	200-0701-00	Long Dash Mount	EA	$	145.15
334511	Stalker Radar	200-0694-01	Stalker II Mount with 4" Riser	EA	$	164.90
334511	Stalker Radar	200-0694-00	Stalker II Motorcycle Mount	EA	$	164.90
334511	Stalker Radar	200-0685-00	Stalker II Motorcycle Holster	EA	$	131.32
334511	Stalker Radar	200-0504-00	Side Window Antenna Mount (Holds 2 Antennas)	EA	$	110.59
334511	Stalker Radar	200-0502-00	Antenna Glass Mount - 2X, DSR, DUAL and Patrol	EA	$	91.83
334511	Stalker Radar	200-0415-00	Spotlight Mount (C/U and Ant) - 2X, DSR and DUAL	EA	$	115.53
334511	Stalker Radar	200-0246-06	6" Headliner Antenna Mount	EA	$	77.02
334511	Stalker Radar	200-0246-04	4" Headliner Antenna Mount	EA	$	77.02
334511	Stalker Radar	200-0242-00	Combination Dash Mount - 2X, DSR, DUAL and Patrol	EA	$	56.28
334511	Stalker Radar	155-2512-14	PMG Cig Plug Cable, 14 feet	EA	$	44.43
334220	Stalker Radar	155-2433-00	CopTrax II Wireless Microphone Cable	EA	$	96.77
334220	Stalker Radar	155-2430-20	CopTrax II Radar Interface Cable, 20'	EA	$	96.77
334220	Stalker Radar	155-2430-15	CopTrax II Radar Interface Cable, 15'	EA	$	91.83
334511	Stalker Radar	155-2232-01	SII Cig Plug Power Cable w/Serial -Stalker II MDR	EA	$	56.28
334511	Stalker Radar	063-0030-12	18" PMG 1-Year Extended Warranty, Year 3	EA	$	740.55
334511	Stalker Radar	063-0029-12	15" PMG 1-Year Extended Warranty, Year 3	EA	$	543.07
334511	Stalker Radar	063-0028-12	12" PMG 1-Year Extended Warranty, Year 3	EA	$	459.14
334220	Stalker Radar	063-0027-36	Redaction SW, Two Seats, 36 mos. License - requires CopTrax Dashboard	EA	$	5,791.13
334220	Stalker Radar	063-0027-12	Redaction SW, Two Seats, 12 mos. License - requires CopTrax Dashboard	EA	$	2,029.12
334220	Stalker Radar	063-0021-36	CopTrax II ICV Hardware Extended Warranty-Year 5	EA	$	557.88
334220	Stalker Radar	063-0021-24	CopTrax II ICV Hardware Extended Warranty-Year 4	EA	$	449.27
334220	Stalker Radar	063-0021-12	CopTrax II ICV Hardware Extended Warranty-Year 3	EA	$	305.11
334220	Stalker Radar	063-0017-24	Interview Room SW License/Support 2 years	EA	$	351.84
334220	Stalker Radar	063-0017-12	Interview Room SW License/Support 1 year	EA	$	200.35
334511	Stalker Radar	063-0009-24	X-Series Extended Warranty - Year 3	EA	$	271.54
334511	Stalker Radar	063-0003-03	3rd Year Extended Warranty SDR	EA	$	360.40
334511	Stalker Radar	063-0003-02	2nd Year Extended Warranty SDR	EA	$	271.54
334511	Stalker Radar	063-0003-01	1st Year Extended Warranty SDR	EA	$	182.67
334511	Stalker Radar	063-0002-03	3rd Year Extended Warranty MDR	EA	$	469.02
334511	Stalker Radar	063-0002-02	2nd Year Extended Warranty MDR	EA	$	345.59
334511	Stalker Radar	063-0002-01	1st Year Extended Warranty MDR	EA	$	232.04
334511	Stalker Radar	062-0126-01	PMG Text and Graphics Option	EA	$	345.59
334511	Stalker Radar	035-0372-02	Hard Carrying Case - Lidar	EA	$	92.82
334511	Stalker Radar	035-0372-00	Carrying Case - 2X, DSR and DUAL	EA	$	98.74
334220	Stalker Radar	026-0084-16	USB 2.0 M-F Active Ext Cable, 16'	EA	$	28.63
334220	Stalker Radar	026-0083-12	SMA Male-Female Antenna Extension Cable, 12'	EA	$	19.75
334220	Stalker Radar	026-0039-15	Ethernet Cable, 15 feet Black	EA	$	19.75
334220	Stalker Radar	026-0039-07	Ethernet Network Cable, 7 feet	EA	$	19.75
334511	Stalker Radar	015-5779-00	MC360 Solar Panel*(Factory Installed)	EA	$	1,219.45
334511	Stalker Radar	015-5607-00	SAM/SAM-R One year Extended Warranty(When Purchased)	EA	$	305.11
334511	Stalker Radar	015-5603-00	SAM/MC360 Wheel Lock	EA	$	229.08
334511	Stalker Radar	015-5576-00	SAM and SAM-R Spare Tire*(Factory Installed)	EA	$	253.76
334511	Stalker Radar	015-4128-36	LX60 Modem Kit with Antenna, MC360 Trailer	EA	$	1,243.14
334511	Stalker Radar	015-4122-64	Annual Web Svc-Stats Dowload & Edit Messages-NEW	EA	$	975.00
334511	Stalker Radar	015-4101-94	Character Board, MC360 (4'x8') Trailer	EA	$	419.65
334511	Stalker Radar	015-4018-70	Character Board, MC360 (3'x6') Trailer	EA	$	548.01
334511	Stalker Radar	015-2703-29	SAM 4D Deep Cycle Battery*(Factory Installed)	EA	$	376.20
334511	Stalker Radar	015-2662-17	Annual Web Access Service - 1 access/hour-NEW	EA	$	360.00
334511	Stalker Radar	015-2662-16	Annual Web Access Service - Unlimited Polling-NEW	EA	$	772.00
334511	Stalker Radar	015-2647-32	SAM/SAM-R Amber LED Light Bar (Requires 2)*(Factory Installed)	EA	$	138.24
334511	Stalker Radar	015-2533-83	SAM Trailer Zinc Plate	EA	$	507.53
334511	Stalker Radar	015-2533-82	MC360 Zinc Plating	EA	$	727.72
334511	Stalker Radar	015-2354-40	SAM/SAM-R Blue LED Light Bar (Requires 2)*(Factory Installed)	EA	$	138.24
334511	Stalker Radar	015-2328-64	Electric Lift for MC360*(Factory Installed)	EA	$	269.56
334511	Stalker Radar	015-2328-63	Spare Tire	EA	$	253.76
334511	Stalker Radar	015-2328-62	SAM/SAM-R Red LED Light Bar (Requires 2)*(Factory Installed)	EA	$	138.24
334511	Stalker Radar	015-2328-61	SAM/SAM-R White LED Light Bar (Requires 2)*(Factory Installed)	EA	$	138.24
334511	Stalker Radar	015-2160-00	SAM/SAM-R Replacement Keys	EA	$	13.82
334511	Stalker Radar	015-1819-00	SAM, SAM-R, MC360 Tongue Wheel Jack*(Factory Installed)	EA	$	100.72
334511	Stalker Radar	015-1436-00	SAM, SAM-R, MC360 Tongue Coupler Lock*(Factory Installed)	EA	$	107.63
334220	Stalker Radar	015-0425-00	Dome Antenna, WiFi and GPS, Surface Mount	EA	$	202.42
334220	Stalker Radar	015-0371-10	Trinus Antenna Receiver, 10 feet	EA	$	113.55
334220	Stalker Radar	015-0371-02	Wireless Mic Leather Pouch	EA	$	37.52
334220	Stalker Radar	015-0365-51	CopTrax II Rear Window Camera, no IR	EA	$	269.56
334220	Stalker Radar	015-0365-01	CopTrax II - Rear Seat IR Camera	EA	$	269.56
334511	Stalker Radar	015-0276-50	Mini-Trailer, Second Battery Option	EA	$	172.80
334511	Stalker Radar	015-0276-02	Adjustable Speed Sign	EA	$	291.28
334511	Stalker Radar	015-0276-01	Mini-Trailer Speed Sign Support	EA	$	88.87

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Relya Mallory McMillian
Capital Projects Administration

Sponsored by:

William S. Stimpson,
Mayor

Purpose and Scope of Project:

To transfer $382,291.58 from General Fund (Fund 1000) to Convention Center Fund (6080) and increase the total budget to $3,632,291.58. This amount is due to Mobile Convention and Visitors Corporation for the FY2023 year based on FY2022 Lodging Receipts. The previous amount approved for this allocation was $3,250,000. (See attached).

Funding Source

Project # **Discretionary Funds**

Project String 1000 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 MTID additional allocation	Cover Memo	7/6/2023
2023 MTID Backup	Cover Memo	7/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	7/6/2023 - 12:10 PM
Budget	Sapp, Celia	Approved	7/6/2023 - 2:50 PM
Legal	Kern, Chris	Approved	7/6/2023 - 3:51 PM

Legal	Kern, Chris	Approved	7/6/2023 - 3:51 PM
Mayors Office	Montgomery, Brandi	Approved	7/6/2023 - 5:07 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

WHEREAS, Sections 50-65 et seq of the City Code of the City of Mobile ("City") establishes the Mobile Tourism Improvement District as authorized by the Alabama Code Section 11-54B-44(2); and

WHEREAS, pursuant to Section 50-70, the City entered a Baseline Services Agreement with the Mobile Convention and Visitors Corporation ("MCVC") and the Mobile Area Lodging Corporation (the "Corporation") under which the City pays an annual Special Assessment to the Corporation in the amount of $2,650,000.00 or 33.5% of the lodging tax for the prior fiscal year (at the City lodging tax rate of 8%), whichever is greater; and

WHEREAS, for FY2023 the City budgeted $3,250,000 in the Convention Center Fund #60806080-42080 to pay the Special Assessment; and

WHEREAS, for FY2023 the Special Assessment is $3,632,291.58, which exceeds the amount budgeted by $382,291.58.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $382,291.58 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from unassigned fund balance in the General Fund (Fund 1000) to the Convention Center Funds (Fund 6080); and account #6080.6080.42080 Convention

Center.Contributed Contracted Service is hereby amended to increase said line item by the amount of $382,291.58 in order to pay the Special Assessment to the Corporation as required by the
Baseline Services Agreement.

ADOPTED:

_____

CITY CLERK

The baseline level of funding for tourism promotion services provided by the City shall be a minimum of $2,650,000 for fiscal year ending Septempber 30, 2020. For each of the MTID's **subsequent** fiscal years following the fiscal year 2019/2020, the baseline level of funding provided by the City shall be the greater of $2,650,000 or 33.5% of the lodging tax receipts **received in the prevous** fiscal year, at the City Lodging Tax Rate of 8%.

YEAR	BASELINE	PREVIOUS FISCAL YEAR	LODGING RECTS	33.5% OF LODGING RECTS PRIOR YEAR	THE GREATER OF BASELINE OR PERCENTAGE
FY2020	2,650,000.00				2,650,000.00
FY2021	2,650,000.00	FY2020	7,266,463.98	2,434,265.43	2,650,000.00
FY2022	2,650,000.00	FY2021	9,413,565.53	3,153,544.45	3,153,544.45
FY2023	2,650,000.00	FY2022	10,842,661.41	3,632,291.57	3,632,291.57

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Relya Gill Mallory
Capital Projects Administrator

Sponsored by:

William S. Stimpson
Mayor

Purpose and Scope of Project:

To transfer $2,000,000 from Unassigned Cash in the General Fund (1000) to (2) PayGo Capital Projects (C0800 and C0802) in the Capital Improvements Fund (2000). See attached

Funding Source

Project # **Discretionary Funds**

Project String 2000.2000 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Unassigned Fund Balance Transfer-PayGo	Cover Memo	7/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	7/13/2023 - 11:27 AM
Budget	Sapp, Celia	Approved	7/13/2023 - 11:41 AM
Legal	Kern, Chris	Approved	7/13/2023 - 12:52 PM
Legal	Kern, Chris	Approved	7/13/2023 - 12:53 PM
Mayors			7/13/2023 - 2:52

Office	Montgomery, Brandi	Approved	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 sum of $2,000,000.00 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the Unassigned Fund Balance in the General Fund (Fund 1000) to the following Capital Projects in the Capital Improvements Fund (Fund 2000).

C0800	2022 PayGo (CoMD1& CW) D1-7	$1,000,000
C0802	2022 PayGo (CoMD3) CD 4	$1,000,000

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Cassie Boatwright, Director of Real Estate Asset Management

Sponsored by:

Mayor Stimpson & Councilmember Carroll

Purpose and Scope of Project:

To reallocate funds from C0525 Cruise Terminal Gangway Improvements to C0762 Cruise Terminal Cathodic Protection in the Capital Improvement Fund (2000).

Amount of Contract:

600,000.00

Funding Source

Project # **Discretionary Funds**

Project String from 20002000-48040 CO525 to 20002000-48040 CO762 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
REALLOCATION OF FUNDS FOR CRUISE TERMINAL	Cover Memo	4/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	7/13/2023 - 12:33 PM
Capital	Rhodes, Brenda	Approved	7/13/2023 - 12:43 PM
Legal	Kern, Chris	Approved	7/13/2023 - 12:54 PM
Mayors	Montgomery, Brandi	Approved	7/13/2023 - 2:53

Office PM

R E S O L U T I O N

2023

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the sum of $600,000.00 be reallocated from C0525 Cruise Terminal Gangway Improvements, in the Capital Improvement Fund (2000) to C0762 Cruise Terminal Cathodic Protection in the Capital Improvement Fund (2000) to fund the shortfall of the bid amount.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers Cory Penn, William Carroll, C J Small, Ben Reynolds, Joel Daves, District 6 and Gina Gregory.

Purpose and Scope of Project:

Approve contract with Thompson Engineering, Inc. for Engineering Services.

Amount of Contract:

$289,990.00

Funding Source

Project # C0119 **Discretionary Funds**

Project String 2000200048020 **Contract Number:**4537

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Bridge Inspection	Cover Memo	7/10/2023

REVIEWERS:

Department Reviewer		Action	Date
Engineering	Amberger, Nick	Approved	7/10/2023 - 5:42 PM
Capital	Rhodes, Brenda	Approved	7/11/2023 - 8:50 AM
Legal	Kern, Chris	Approved	7/11/2023 - 5:30 PM
Mayors Office	Montgomery, Brandi	Approved	7/13/2023 - 2:53 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: City Wide Bridge Inspection (2024 Cycle) COM Project: 2023-3005-16

PROJECT #: C0119 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: $289,990.00

VENDOR NAME: Thompson Engineering, Inc.

VENDOR NUMBER: 203598

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X_; 5% of the 1st 50% _____ or If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Jessica White **Date** 7/10/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C J Small, Ben Reynolds, Joel Daves, District 6, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, 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 set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company:	Thompson Engineering, Inc.
Project Name:	City Wide Bridge Inspection (2024 Cycle) COM Project No. 2023-3005-16
Estimated Cost:	$289,990.00

Adopted:

_____

City Clerk

CONTRACT

This CONTRACT made and entered into this _____ day of _____, 2023 by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Thompson Engineering, Inc.** of Mobile, Alabama (hereinafter called the ENGINEER).

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. Definitions

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama; the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT – Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Engineer setting forth the obligations of the parties hereunder for the performance of the prescribed Work.

ENGINEER - The engineering company assigned to perform bridge inspection services for this project. The engineering company so assigned to this project is **Thompson Engineering, Inc.** of Mobile, Alabama.

PROJECT - CITY WIDE BRIDGE INSPECTION (2024 CYCLE). CITY PROJECT NO. 2023-3005-16. See Attachment "A" for a list of structures.

NOTICE TO PROCEED - A written notice to proceed issued by the City Engineer for BRIDGE INSPECTION services as set out in Section II.

STANDARD SPECIFICATIONS - State of Alabama Department of Transportation Bridge Inspection Manual, latest edition, on file in the office of the City Engineer.

II. The CITY hereby employs the ENGINEER and the ENGINEER agrees to perform for the CITY all necessary professional engineering services as hereinafter set forth in connection with bridge inspections and the completion of bridge inspection reports.

A. Bridge inspection services to be performed include:

1. Routine inspection of approximately 128 CITY-owned structures (44 bridges and 84 culverts). See Attachment "A" for a list of structures.
2. Underwater inspection of up to ten (10) bridge structures: See Attachment "B" for a list of structures.
3. Interim inspections of up to nine (9) structures: See Attachment "C" for a list of currently identified structures and frequency.
4. Inspections utilizing a snooper or lift truck of twelve (12) bridges. See Attachment "D" for a list of currently identified of structures.
5. Additional interim inspections, if required, based on the routine bridge inspection structure ratings or load rating posting requirements. A maximum of 4 interim inspections in addition to those enumerated above shall be included in this contract.
6. Inspection of four (4) pedestrian bridges: University Hospital Drive at Three Mile Creek; the wooden pedestrian bridge crossing Langan Park Lake; concrete and steel pedestrian bridge on walking path along Montlimar Canal; and the pedestrian bridge crossing Water Street at the Convention Center.
7. Inspection of two (2) dam and spillway locations at Langan Park.

The ENGINEER agrees to furnish and perform all work necessary for the performance, in proper sequence, of the items of work as hereinafter set forth.

B. Research and review previous bridge inspection reports. Identify any critical bridge deficiencies. Schedule bridge inspections accordingly.

C. Conduct bridge inspections in compliance with the National Bridge Inspection Standards (NBIS) and the Alabama Department of Transportation (ALDOT) Bridge Inspection Manual. Bridge inspections shall be supervised by a Certified Bridge Inspector (C.B.I.). **Data will be collected and compiled for input into the ALDOT BrM System Element Level Inspection system format.**

D. Prepare written bridge reports, including but not limited to the following Alabama Department of Transportation's Structure Inventory and Appraisal (SIA) forms:

1. Cover Sheet with report contents, bridge identification information (BIN, location, name, etc.), inspection date, and inspector's signature and seal
2. Bridge Inspection Condition Report (Form BI-5)
3. Bridge Maintenance Estimate (Form BI-9)
4. General Narrative Form (Form BI-13)
5. Structural Inventory and Appraisal Sheets (Form BI-6)
6. Streambed Cross Sections (Form BI-4)
7. Load Rating, if required (Form BI-14)
8. Inventory Photographs (Digital and Hard Copy)
9. Element Inspection drawings detailing inspection findings.
10. Completed Excel spreadsheets showing Element quantities in each condition state on forms provided by the City.
11. Photos to be included on interim inspections to provide proof that posting signs are in place.
12. Binder clips to be used for binding of reports. No staples should be used.

13. Update bridge inspection report forms from the previous inspection cycle. Complete fields left blank or incomplete on previous reports.

E. As directed by the city, review and correct ALDOT BrM Structure Inventory and Appraisal (SIA) computer-generated reports, following input of updated reports by CITY ENGINEER.

F. Submit the final bridge reports

III. Commencement and Completion

The ENGINEER agrees to start work on the professional services outlined herein, within ten (10) days of authorization from the CITY to proceed. After receipt of the Notice to Proceed, the ENGINEER will submit a schedule for inspections of the bridge for approval by the CITY ENGINEER.

All routine bridge inspections and written reports must be completed within the month that each bridge structure is due following the Notice to Proceed. All inspections and reports for the month of February are due to the CITY no later than February 22 each year. Delivery of each inspection report must be made within 10 business days following the date of inspection.

The work described in this contract shall be completed within 2 years following the notice to proceed.

IV. Compensation

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this Agreement as Exhibit E. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. Contract Services

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section II, CITY agrees to pay the ENGINEER, as

compensation for such professional services, as shown in the Fee Schedule in Exhibit E and as authorized by the CITY as follows:

1. After receipt of the NOTICE TO PROCEED from the CITY, the ENGINEER shall perform the Professional Services described in Section II of this Contract. Compensation to be paid to the ENGINEER for providing the Professional Services described in this contract shall be in accordance with the rate schedule in Attachment "E", which is incorporated by this reference and shall not exceed Two Hundred Fifty-Two Thousand Seven Hundred Fifty Dollars ($252,750.00) for 128 routine and interim inspections.

2. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. Quality Control and Quality Assurance

The ENGINEER will implement a Quality Control and Quality Assurance (QC/QA) Plan after completion of field inspections. The ENGINEER will perform as many as thirteen (13) additional independent QC/QA inspections with a different inspection team and compare inspection notes and element ratings. The structures will represent the overall makeup of the cycle with as many as eight (8) culverts and five (5) bridges. The QC/QA team will also conduct reviews of all inspection reports prior to submittal.

C. Additional Services

Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. The additional services that may be included in this CONTRACT include:

1. QC/QA Services
2. Inspection services for bridge and culvert structures located within the 2023 proposed annexed areas (eight (8) culverts and four (4) bridges)
3. Damage Assessments following significant storm events
4. Other services as directed

If directed, compensation for the above referenced additional services in addition to those included in Section IV.1 of this contract and shall be based on the hourly rates in accordance with the rate schedule in Attachment "E" of this Contract and shall not exceed Thirty-Seven Thousand Two Hundred Forty Dollars ($37,240.00).

In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

V. Limitations of Engineering Compensation

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above-mentioned PROJECT shall not exceed Two Hundred Eighty-Nine Thousand Nine Hundred Ninety Dollars ($289,990.00) without prior approval of the CITY COUNCIL.

VI. Invoice Procedures and Payment

Invoices from the ENGINEER shall be submitted to the CITY ENGINEER for services rendered during the invoicing period, which is generally a monthly basis or as appropriate. Payment by the CITY shall be made periodically within 30 days after receipt of an invoice.

VII. It is further mutually agreed by the parties hereto as follows:

A. The CITY will provide the ENGINEER available previous bridge inspection reports for use in planning the PROJECT. In addition, the CITY will provide the ENGINEER bridge inspection forms and any additional existing plans, maps, field notes, computations, and other data in its possession that will aid and assist the ENGINEER in carrying out the obligations of this contract.

B. The CITY reserves the right to appoint representatives to observe all work of the ENGINEER. Such appointed representatives shall have reasonable access to all reports of the ENGINEER relating to the PROJECT and shall have the right to review procedures and reports with the ENGINEER in the field.

C. In the event of failure by the ENGINEER to fulfill in timely and proper manner his obligations under this contract, or if the ENGINEER violates any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract. Written notice of termination shall be made to the ENGINEER at least five (5) days prior to the effective termination date. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. The ENGINEER shall be entitled to receive just and equitable compensation for work completed on such documents and other materials.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first, unless the CONTRACT time is extended by mutual agreement between the CITY and the ENGINEER. Provided, however that nothing contained in this contract, will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce the ENGINEER's liability for any breach thereof.

E. The ENGINEER, its principals, directors, agents, subcontractors, servants and employees shall indemnify and save harmless the City against all loss, cost of damage on account of injuries to persons or property to the extent caused by the Engineer's negligent, wanton, or intentional conduct in the performance of this contract, including all reasonable attorney's fees incurred by the City on account thereof. This section is not as to third parties or to anyone a waiver of any defenses. Matters may be raised in the CITY's behalf in any action or proceeding arising from this Agreement.

G. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party to this contract, in respect of all covenants of this contract. Except as above, neither the CITY nor the ENGINEER shall assign, sublet or transfer his or its interest in this contract without written consent of the other party hereto.

VIII. Indemnity and Insurance Requirements

A. Indemnification: Contractor shall indemnify, defend, and hold harmless the CITY and its officers, elected officials, agents,

representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: For the duration of this agreement, the ENGINEER shall maintain the following minimum amounts for each project:

ENGINEER shall name the City of Mobile as an additional insured.

1. Professional Liability Insurance:

   a) $100,000 for projects from -0- to $1,000,000

   b) Projects for more than $1,000,000 to be negotiated

2. Workers' Compensation/Employer's Liability:

   a) Workers' Compensation Insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.
   b) Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000each employee

   c) Borrowed Servant/Alternate Employer endorsement in favor of the City of Mobile.

3. Comprehensive General Liability Insurance:

   a) General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.
   b) Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
   c) General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

   a) Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/umbrella Liability Insurance;

   a) Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
   b) Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificate of Liability Insurance Endorsement Page: The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except professional liability, workers compensation and employer's liability insurance shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except professional liability, workers compensation and employer's liability insurance shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, ENGINEER shall deliver to the City of Mobile,

certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. ENGINEER shall also be responsible for delivering policy renewal certificates to the City of Mobile.

IX. E-Verify

By signing this Agreement, 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.

X. Source of Funds for Payment

The source of funds for payment by City under this contract is C0119 City Capital Funds. Said funds are on hand at the time of the execution of this contract.

XI. Prohibition of Boycotting

By signing this contract, the ENGINEER 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.

XII. Anti-Discrimination

ENGINEER 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 entities performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

IN WITNESS WHERE OF, THOMPSON ENGINEERING, INC., a corporation, has caused its name to be signed hereto by KENDALL KILPATRICK, its EXECUTIVE VICE PRESIDENT, and by CHAD R BROWN, its Secretary, both duly authorized in full to bind the corporation, and the City of Mobile, a municipal corporation, has caused this instrument to be executed by its Mayor and attested by its City Clerk on the day and year first above written.

CITY OF MOBILE, A Municipal Corporation

By: _____
Its Mayor

Print: _____

ATTEST:

By: _____
Its City Clerk

Print: _____

THOMPSON ENGINEERING, INC

By: _____

Print: Chad R. Brown

Its: CLO and Secretary

Address: 2970 Cottage Hill Ste 190
Mobile, AL 36606

Telephone: 251-666-2443

ATTEST:

By: _____

Print: Kendall Kilpatrick

Its: Executive Vice President

CORPORATE SEAL

THOMPSON ENGINEERING, INC. SEAL ALABAMA

ATTACHMENT "A"

Structures

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: MOBILE

Report Criteria

Area:	All	City:	MOBILE	Maintenance Resp:	City/Municipal Hwy Agenc	Date:	5/1/2024
County:	All	MPO:	All	Inspection Resp:	City or Municipal Agency	Hide Delinquent:	No
				Inspection Type:	All	Sort By:	Bridge ID

BIN	STR NUM	LOCATION	TYPE INSP DUE R	F	U	S P	S N	S C	DEL	R/SP INS DUE	I41
000347	OMU0018 490000M03600	0.1 MI E HOLCOMBE AVE JCT	Y		Y		Y	Y	Y	01 2024	A
001303	OMU0101 490000M00100	0.1 MI N FAIRWAY DR	Y				Y	Y	Y	01 2024	A
002731	OMU0117 490000M01600	1.6 MI N CLAIRBORNE ST	Y		Y		Y	Y	Y	02 2024	A
002962	OMU0109 490000M00400	0.4 MI N SPRING HILL AVE	Y				Y	Y	Y	02 2024	A
003083	OMU0042 490000M01600	0.3 MI E NAVCO RD	Y		Y			Y	Y	01 2024	A
003843	OMU0090 490000M00100	0.3 MI W CATHERINE ST	Y			Y		Y	Y	01 2024	P
004437	OMU0102 490000M00100	350' E BAY SHORE AVE	Y					Y	Y	01 2024	A
005510	OMU0020 490000M00100	150' N E FOREST AVE	Y			Y		Y	Y	01 2024	P
005611	OMU0089 490000M01500	300' N COTTON ST	Y				Y	Y	Y	02 2024	A
005929	OMU0049 490000M01300	1.3 MI N US 98	Y			Y		Y	Y	11 2023	P
006005	OMU0098 490000M00100	MORGAN @ LAWRENCE	Y			Y		Y	Y	01 2024	P
006015	OMU0122 490000M01600	1800' W. INDIAN SPRING RD	Y					Y	Y	11 2023	A
006016	OMU0122 490000M04500	0.9 MI E.SHELTON BEACH RD	Y			Y		Y	Y	11 2023	P
006583	OMU0018 490000M01600	0.1 MI W AZALEA RD	Y				Y	Y	Y	01 2024	A
006646	OMU0065 490000M00200	0.3 MI N AIRPORT BLVD.	Y					Y	Y	10 2023	A
006661	OMU0069 490000M00100	1 MI S HALLS MILL ROAD	Y		Y		Y	Y	Y	01 2024	A
006994	OMU0026 490000M00200	700' W DEMOTROPOLISRD	Y					Y	Y	11 2023	A
007008	OMU0032 490000M00100	157 E. BURMA HILLS EAST	Y					Y	Y	11 2023	A
007031	OMU0041 490000M00100	200' N HALLS MILL RD	Y		Y		Y	Y	Y	01 2024	A
007071	OMU0062 490000M01100	0.5 MI W I65	Y		Y			Y	Y	10 2023	A
007080	OMU0066 490000M02200	0.5 MI W I 65	Y		Y			Y	Y	10 2023	A
007094	OMU0074 490000M04700	0.2 MI W I65	Y					Y	Y	10 2023	A
007290	OMU0000 490000046X00	0.7 MI W CODY RD	Y					Y	Y	09 2023	A
007467	OMU0094 490000M00100	0.1 MI W LAWRENCE STREET	Y					Y	Y	01 2024	A
008308	OMU0029 490000M01400	0.5 MI S BEAR FORK ROAD	Y					Y	Y	11 2023	A
008371	OMU0053 490000M00200	0.3 MI N AIRPORT BLVD.				Y			Y	09 2023	A
008400	OMU0078 490000M01400	1033' E I65	Y					Y	Y	01 2024	A
009391	OMU0057 490000M00200	INT MICHAEL BLVD/DAVIDSON	Y					Y	Y	10 2023	A
009408	OMU0070 490000M02100	JCT. AIRP'T BLVD @ WENDYS	Y					Y	Y	01 2024	A
009575	OCO0000 490000256Z00	0.4 MI S HALLS MILL RD	Y			Y		Y	Y	11 2023	P
009740	OMU0061 490000M00100	100' S PEMBROCKE AVE.	Y					Y	Y	10 2023	A
010392	OMU0082 490000M02100	OLD SHELL RD * UNIV BLVD	Y					Y	Y	12 2023	A
010547	OMU0009 490000M00100	0.4 MI S OLD SHELL RD	Y					Y	Y	09 2023	A
010555	OMU0015 490000M00200	296' 5 WOODLINE DR	Y					Y	Y	11 2023	A
010575	OMU0037 490000M00300	200' N YORKSHIRE LANE	Y					Y	Y	10 2023	A
010791	OMU0110 490000M00500	0.2 MI E CODY RD	Y					Y	Y	10 2023	A
010962	OMU0030 490000M00200	200' W BROOKLINE DR	Y					Y	Y	11 2023	A
010969	OMU0041 490000M03100	0.9 MI S AIRPORT BLVD	Y					Y	Y	10 2023	A
010997	OMU0110 490000M03500	1000' S. FOREST HILL DR.	Y					Y	Y	10 2023	A
011161	OCO0000 490000205Z00	0.8 MI N HAMILTON BLVD	Y					Y	Y	12 2023	A
011259	OMU0081 490000M00200	300' S STAPLES RD	Y					Y	Y	12 2023	A
011263	OMU0093 490000M00200	0.2 MI N AIRPORT BLVD.	Y					Y	Y	01 2024	A
011411	OMU0010 490000M00200	0.2 MI E ALBA CLUB RD	Y					Y	Y	12 2023	A
011432	OMU0038 490000M02500	500' E EAST ROAD	Y					Y	Y	11 2023	A
011461	OMU0058 490000M00200	1102' E CODY ROAD	Y					Y	Y	10 2023	A
011462	OMU0058 490000M00300	1729' E CODY ROAD	Y					Y	Y	10 2023	A
011473	OMU0078 490000M00900	0.5 MI W I65	Y					Y	Y	10 2023	A
011620	OMU0014 490000M00100	150' E ALBA CLUB ROAD	Y					Y	Y	12 2023	A
011637	OMU0024 490000M00100	300' E US 45	Y					Y	Y	01 2024	A
011684	OMU0081 490000M00600	300' N BOYKIN BLVD.	Y					Y	Y	12 2023	A
011692	OMU0110 490000M02500	0.3 MI W FOREST DALE DR.	Y					Y	Y	10 2023	A
011791	OMU0007 490000M00400	HIGHLAND WOODS SUBDIV.	Y					Y	Y	09 2023	A

Report Criteria

Area:	All	City:	MOBILE	Maintenance Resp:	City/Municipal Hwy Agenc	Date:	5/1/2024
County:	All	MPO:	All	Inspection Resp:	City or Municipal Agency	Hide Delinquent:	No
				Inspection Type:	All	Sort By:	Bridge ID

BIN	STR NUM	LOCATION	TYPE INSP DUE R	F	U	S P	S N	S C	DEL	R/SP INS DUE	I41
011827	OMU0050 490000M00200	0.2 MI E KNOLLWOOD DR	Y					Y	Y	11 2023	A
011830	OMU0054 490000M00200	0.2 MI E SR 163	Y					Y	Y	01 2024	A
011986	OMU0013 490000M00500	0.5 MI N COTTAGE HILL RD	Y					Y	Y	11 2023	A
012016	OMU0033 490000M02600	800' S BURMA RD W.	Y					Y	Y	11 2023	A
012017	OMU0034 490000M00200	0.2 MI E LONGLEAF DR.	Y					Y	Y	11 2023	A
012027	OMU0046 490000M00200	0.2 MI E KNOLLWOOD DR	Y					Y	Y	11 2023	A
012401	OMU0067 490000M00200	3000' N MICHAEL BLVD	Y					Y	Y	10 2023	A
012523	OCO0000 490000037X00	1.7 MI E US 90	Y					Y	Y	12 2023	A
012524	OCO0000 490000038X00	0.7 MI E JCT HWY 90	Y					Y	Y	12 2023	A
012588	OMU0044 490000M00100	0.26MI. W. NAVCO ROAD	Y					Y	Y	01 2024	A
012609	OMU0107 490000M00800	1140' N AIRPORT BLVD	Y					Y	Y	01 2024	A
012679	OMU0097 490000M00400	0.3 MI S US 90	Y					Y	Y	01 2024	A
012684	OMU0074 490000M06700	1.7 MI E I65	Y					Y	Y	01 2024	A
012691	OMU0018 490000M02500	0.4 MI E MCVAY DR	Y					Y	Y	01 2024	A
012822	OMU0099 490000M00600	1080' N AIRPORT BLVD	Y					Y	Y	01 2024	A
012823	OMU0105 490000M00700	1085' N AIRPORT BLVD	Y					Y	Y	01 2024	A
012946	OMU0001 490000M00500	1095' S. COTTAGE HILL RD	Y					Y	Y	11 2023	A
012949	OMU0003 490000M01900	0.5 MI S COTTAGE HILL RD	Y					Y	Y	11 2023	A
013010	OMU0034 490000M01100	BURMA RD. @ BARCELONA DR.	Y					Y	Y	11 2023	A
013048	OMU0091 490000M00100	695' N AIRPORT BLVD	Y					Y	Y	01 2024	A
013209	OCO0000 490000251X00	0.1 MI E OF COCA-COLA RD	Y					Y	Y	12 2023	A
013358	OMU0087 490000M00200	495' N AIRPORT BLVD	Y					Y	Y	01 2024	A
013368	OMU0097 490000M01000	1060' N AIRPORT BLVD	Y					Y	Y	01 2024	A
013372	OMU0103 490000M00600	1070' N AIRPORT BLVD	Y					Y	Y	01 2024	A
013667	OCO0070 490000049X00	0.6 MI E SCHILLENGER RD	Y					Y	Y	10 2023	A
013772	OMU0033 490000M01400	0.3 MI N HALLS MILLRD	Y					Y	Y	11 2023	A
013800	OMU0038 490000M02700	0.3 MI W I 65	Y					Y	Y	12 2023	A
013975	OMU0067 490000M00300	0.3 MI N COTTAGE HILL RD	Y					Y	Y	10 2023	A
014370	OMU0074 490000M05500	0.5 MI E I65	Y					Y	Y	01 2024	A
014373	OMU0077 490000M00300	0.2 MI S. AIRPORT BLVD	Y					Y	Y	01 2024	A
014651	OMU0156 490000M00100	222 S DAU ST @ SPRDL BLV	Y					Y	Y	01 2024	A
014688	OMU0018 490000M00700	0.1 MI W ROCHELLE STREET	Y					Y	Y	11 2023	A
014689	OMU0018 490000M02000	0.2 MI W MC VAY DR	Y					Y	Y	01 2024	A
015200	OMU0062 490000M01800	0.15 MI E. COTTAGE H. RD	Y					Y	Y	01 2024	A
015227	OMU0114 490000M00300	0.3 MI W STANTON RD	Y				Y	Y	Y	02 2024	A
015368	OCO0000 490000209Z00	0.5 MI S OLD MILITARY RD	Y					Y	Y	12 2023	A
015431	OMU0017 490000M04100	1.08 MI. N. OLD SHELL RD	Y					Y	Y	10 2023	A
015432	OMU0017 490000M04300	1.20 MI. N. OLD SHELL RD	Y					Y	Y	12 2023	A
015871	OMU0118 490000M01900	1.3 MI. W. US 98	Y					Y	Y	09 2023	A
016182	OMU0000 490000000900	2.6 MI N BANKHEAD TUNNEL	Y		Y		Y	Y	Y	02 2024	A
016421	OMU0000 490000M05000	0.2 MI N ZEIGLER BLVD	Y					Y	Y	09 2023	A
016462	OCO0000 490000255Z00	0.4 MI W DEMETROPOLIS RD	Y					Y	Y	11 2023	A
016555	OMU0038 490000M00400	0.4MI E CODY RD	Y					Y	Y	10 2023	A
017177	OMU0000 490000000000	.07 KM W OF MCVAY DRIVE	Y					Y	Y	01 2024	A
017197	OMU0000 490000000200	200 FT N OF GOVERNMENT ST	Y						Y	02 2024	A
017199	OMU0000 490000000500	0.8KM S OF US HWY 90	Y					Y	Y	01 2024	A
017200	OMU0000 490000000300	0.1MI. W OF DEMETROPOLIS	Y					Y	Y	11 2023	A
017201	OMU0000 490000000400	0.3 MI S.HIGHCREST DR.	Y					Y	Y	11 2023	A
017497	OMU0000 490000000600	0.1KM N OF MUSEUM DR	Y					Y	Y	10 2023	A
017571	OMU0000 490000000700	0.15 MILES N OF MUSEUM DR	Y					Y	Y	10 2023	A
017572	OMU0000 490000000800	200' N OF HALLS MILL RD.	Y					Y	Y	01 2024	A
017856	OMU0038 490000M04100	0.1 MILE E OF MAGNOLIA RD	Y					Y	Y	01 2024	A

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: MOBILE

Report Criteria

Area:	All	City:	MOBILE	Maintenance Resp:	City/Municipal Hwy Agenc	Date:	5/1/2024
County:	All	MPO:	All	Inspection Resp:	City or Municipal Agency	Hide Delinquent:	No
				Inspection Type:	All	Sort By:	Bridge ID

BIN	STR NUM	LOCATION	TYPE INSP DUE R	F	U	S P	S N	S C	DEL	R/SP INS DUE	I41
017857	OMU0121 490000M01800	0.9 MILE S OF CRAFT HWY	Y		Y			Y	Y	02 2024	A
017858	OMU0086 490000M00100	N E QUAD.UNIV.BLVD./OLD S	Y					Y	Y	12 2023	A
018594	O649000 490000M00300	0.3 MI E OF D.I.P.	Y					Y	Y	12 2023	A
018800	OMU0000 490000001000	0.4M N OF SPRING HILL	Y					Y	Y	01 2024	A
019377	OMU0000 490000001200	300' WEST OF NAVCO RD	Y					Y	Y	01 2024	A
019379	OMU0000 490000001400	567' N OF BRENTWOOD DR	Y					Y	Y	12 2023	A
019380	OMU0000 490000001500	AT INT W/ CONCEPTION ST	Y					Y	Y	01 2024	A
019563	OMU005 490000M01600	0.4 MI S. OLD SHELL ROAD	Y					Y	Y	09 2023	A
019565	OCO0000 490000269Z00	1.4 MI N THREE NOTCH RD	Y					Y	Y	11 2023	A
019798	OMU0000 490000001700	700' N OF ST ANDREWS LN E	Y					Y	Y	12 2023	A
019866	OMU0000 490000001800	800' S OF AIRPORT BLVD	Y					Y	Y	01 2024	A
019964	OMU0000 490000M01900	600' E OF U.S. HWY 43	Y					Y	Y	01 2024	A
019982	OMU0000 490000002000	100' SOUTH OF MCVAY DRIVE	Y					Y	Y	01 2024	A
020002	OMU0000 490000002100	500' EAST OF GALLIARD DR	Y		Y			Y	Y	10 2023	A
020229	OMU0000 490000002200	200' E OF KNOLLWOOD DR	Y					Y	Y	11 2023	A
020230	OMU0000 490000002300	100' E OF I-10	Y				Y		Y	03 2024	A
020528	OMU0000 490000002500	87' E CL SPRINGDALE BLVD	Y					Y	Y	01 2024	A
020578	OMU0000 490000002600	990' NORTH OF HITT RD	Y					Y	Y	10 2023	A
020785	OMU0000 490000002700	0.4 MI E OF HILLCREST RD	Y					Y	Y	12 2023	A
020895	OMU0000 490000002900	100' SOUTH OF SIXTH ST	Y					Y	Y	02 2024	A

ATTACHMENT "B"

Required Underwater Inspections

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: MOBILE

Report Criteria

Area:	All	City:	MOBILE	Maintenance Resp:	City/Municipal Hwy Agenc	Date:	7/1/2025
County:	All	MPO:	All	Inspection Resp:	City or Municipal Agency	Hide Delinquent:	No
				Inspection Type:	Underwater	Sort By:	Bridge ID

BIN	STR NUM	LOCATION	TYPE INSP DUE R	F	U	S P	S N	S C	DEL	R/SP INS DUE	I41
000347	OMU0018 490000M03600	0.1 MI E HOLCOMBE AVE JCT	Y	Y		Y	Y	Y	Y	01 2024	A
002731	OMU0117 490000M01600	1.6 MI N CLAIRBORNE ST	Y	Y		Y	Y	Y	Y	02 2024	A
003083	OMU0042 490000M01600	0.3 MI E NAVCO RD	Y	Y				Y	Y	01 2024	A
006661	OMU0069 490000M00100	1 MI S HALLS MILL ROAD	Y	Y		Y	Y	Y	Y	01 2024	A
007031	OMU0041 490000M00100	200' N HALLS MILL RD	Y	Y		Y	Y	Y	Y	01 2024	A
007071	OMU0062 490000M01100	0.5 MI W I65	Y	Y				Y	Y	10 2023	A
007080	OMU0066 490000M02200	0.5 MI W I 65	Y	Y				Y	Y	10 2023	A
016182	OMU0000 490000000900	2.6 MI N BANKHEAD TUNNEL	Y	Y		Y	Y	Y	Y	02 2024	A
017857	OMU0121 490000M01800	0.9 MILE S OF CRAFT HWY	Y	Y				Y	Y	02 2024	A
020002	OMU0000 490000002100	500' EAST OF GALLIARD DR	Y	Y				Y	Y	10 2023	A

ATTACHMENT "C"

Required Interim Inspections and Frequency

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: MOBILE

Report Criteria

Area:	All	City:	MOBILE	Maintenance Resp:	City/Municipal Hwy Agenc	Date:	5/1/2024
County:	All	MPO:	All	Inspection Resp:	City or Municipal Agency	Hide Delinquent:	No
				Inspection Type:	Special	Sort By:	Bridge ID

BIN	STR NUM	LOCATION	TYPE INSP DUE R	F	U	S P	S N	S C	DEL	R/SP INS DUE	I41
003843	OMU0090 490000M00100	0.3 MI W CATHERINE ST	Y			Y	Y	Y		01 2024	P
005510	OMU0020 490000M00100	150' N E FOREST AVE	Y			Y	Y	Y		01 2024	P
005929	OMU0049 490000M01300	1.3 MI N US 98	Y			Y	Y	Y		11 2023	P
006005	OMU0098 490000M00100	MORGAN @ LAWRENCE	Y			Y	Y	Y		01 2024	P
006016	OMU0122 490000M04500	0.9 MI E.SHELTON BEACH RD	Y			Y	Y	Y		11 2023	P
008371	OMU0053 490000M00200	0.3 MI N AIRPORT BLVD.				Y		Y		09 2023	A
009575	OCO0000 490000256Z00	0.4 MI S HALLS MILL RD	Y			Y	Y	Y		11 2023	P

ATTACHMENT "D"

Snooper & Lift Truck Inspections

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: MOBILE

Report Criteria

Area:	All	City:	MOBILE	Maintenance Resp:	City/Municipal Hwy Agenc	Date:	4/1/2024
County:	All	MPO:	All	Inspection Resp:	City or Municipal Agency	Hide Delinquent:	No
				Inspection Type:	Snooper	Sort By:	Bridge ID

BIN	STR NUM	LOCATION	TYPE INSP DUE R	F	U	S P	S N	S C	DEL	R/SP INS DUE	I41
000347	OMU0018 490000M03600	0.1 MI E HOLCOMBE AVE JCT	Y		Y		Y	Y	Y	01 2024	A
001303	OMU0101 490000M00100	0.1 MI N FAIRWAY DR	Y				Y	Y	Y	01 2024	A
002731	OMU0117 490000M01600	1.6 MI N CLAIRBORNE ST	Y		Y		Y	Y	Y	02 2024	A
002962	OMU0109 490000M00400	0.4 MI N SPRING HILL AVE	Y				Y	Y	Y	02 2024	A
005611	OMU0089 490000M01500	300' N COTTON ST	Y				Y	Y	Y	02 2024	A
006583	OMU0018 490000M01600	0.1 MI W AZALEA RD	Y				Y	Y	Y	01 2024	A
006661	OMU0069 490000M00100	1 MI S HALLS MILL ROAD	Y		Y		Y	Y	Y	01 2024	A
007031	OMU0041 490000M00100	200' N HALLS MILL RD	Y		Y		Y	Y	Y	01 2024	A
015227	OMU0114 490000M00300	0.3 MI W STANTON RD	Y				Y	Y	Y	02 2024	A
016182	OMU0000 490000000900	2.6 MI N BANKHEAD TUNNEL	Y		Y		Y	Y	Y	02 2024	A
020230	OMU0000 490000002300	100' E OF I-10	Y				Y		Y	03 2024	A

ATTACHMENT "E"

Schedule of Fees

thompson
ENGINEERING

Schedule of Fees & Services

The attached document is **CONFIDENTIAL.**
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The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective January 1 – December 31, 2023.

General Information

Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Williams observed holidays. Emergency call-out (less than twenty-four hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at $0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Rd., Ste. 190
Mobile, Alabama 36606
(P) 251.666.2443
(F) 251.666.6422

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003) ..... $292.00/hr.
Principal Engineer II (code 008)..... $272.00/hr.
Principal Engineer I (code 005)..... $225.00/hr.
Senior Engineer III (code 052) ..... $204.00/hr.
Senior Engineer II (code 051) ..... $200.00/hr.
Senior Engineer I (code 050) ..... $188.00/hr.
Project Engineer III (code 152) ..... $162.00/hr.
Project Engineer II (code 151) ..... $135.00/hr.
Project Engineer I (code 150) ..... $123.00/hr.
Engineering Associate III (code 201) ..... $118.00/hr.
Engineering Associate II (code 200) ..... $114.00/hr.
Engineering Associate I (code 260) ..... $102.00/hr.

Scientist / Geologist

Principal Scientist (code 311) ..... $176.00/hr.
Senior Scientist (code 115)..... $146.00/hr.
Staff Scientist III (code 165)..... $128.00/hr.
Staff Scientist II (code 215)..... $111.00/hr.
Staff Scientist I (code 270).....$95.00/hr.

Designer / Drafter

Senior Designer III (code 658) ..... $132.00/hr.
Senior Designer II (code 657) ..... $120.00/hr.
Senior Designer I (code 656) ..... $103.00/hr.
Designer III (code 654) .....$93.00/hr.
Designer II (code 652) .....$91.00/hr.
Designer I (code 651) .....$79.00/hr.

Technician

Senior Materials Specialist (code 515) ..... $140.00/hr.
Materials Specialist (code 514) ..... $104.00/hr.
Senior Technician (code 506) .....$91.00/hr.
Technician III (code 503) .....$73.00/hr.
Technician II (code 502) .....$69.00/hr.
Technician I (code 501) .....$66.00/hr.

Inspector

Senior Inspector (code 706) .....$95.00/hr.
Inspector II (code 702).....$78.00/hr.
Inspector I (code 701).....$62.00/hr.

Specialist

Senior Specialist (code 399) ..... $141.00/hr.
Staff Specialist III (code 299) ..... $121.00/hr.
Staff Specialist II (code 351) ..... $100.00/hr.
Staff Specialist I (code 271) .....$83.00/hr.
Field Assistant (code 500) .....$62.00/hr.

Project Manager

Principal Project Manager (code 001) ..... $230.00/hr.
Senior Project Manager (code 112)..... $175.00/hr.
Project Manager (code 162)..... $133.00/hr.
Project Coordinator II (code 250)..... $116.00/hr.
Project Coordinator I (code 252).....$87.00/hr.

Consultant (Roofing, Safety, etc.)

Principal Consultant (code 002) ..... $208.00/hr.
Registered Consultant (code 307) ..... $177.00/hr.
Senior Consultant (code 313)..... $150.00/hr.
Project Consultant (code 309)..... $130.00/hr.
Staff Consultant II (code 357)..... $118.00/hr.
Staff Consultant I (code 359)..... $102.00/hr.

Surveyor

Professional Land Surveyor II (code 604) ..... $158.00/hr.
Professional Land Surveyor I (code 605) ..... $133.00/hr.
Drone Data Processor (code 601) ..... $110.00/hr.
Drone Pilot (code (602) ..... $110.00/hr.
Surveyor, Party Chief (code 603)..... $110.00/hr.
Surveyor, Instrument Man (code 606) .....$73.00/hr.
Surveyor, Rodman (code 607).....$61.00/hr.

Administrative

Documentarian II (code 797).....$87.00/hr.
Documentarian I (code 798).....$80.00/hr.
Administrative Assistant II (code 799).....$70.00/hr.
Administrative Assistant I (code 800).....$65.00/hr.

1.2 Other Expenses

1. Automotive mileage (code A002) $0.72/mile

2. 4-Wheel Drive (code A002a) $0.85/mile

Mileage charges apply only to projects more than 20 miles from office.

3. Boat (includes operator) ..... Special Quote

4. Per Diem (Meals and Lodging) (code A004) $125.00/person/day

Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.

5. Photographs (reproduced within report or at client's request) (code A005) ..... $ 2.60 ea

6. Color Photocopies (code A006) $3.15/ea

7. Large Drawing Plots

Monochrome Linework on bond ..... $1.00/Sq. Ft.

- Size D (code A007a) $5.19/ea
- Size E (code A007b) $10.39/ea
- Long Plot (140x32) (code A007c) $31.11/ea
- 2 pc Super Plot (140x60) (code A007d) $58.33/ea
- 11x17 Reduction (code A007e) $1.30/ea
- Custom (Glossy 40x28) (code A007f) $38.89/ea

Color Image on plain bond ..... $6.00/Sq. Ft.

- Size D (code A007g) $31.17/ea
- Size E (code A007h) $62.33/ea
- Long Plot (140x32) (code A007i) $186.67/ea
- 2 pc Super Plot (140x60) (code A007j) $350.00/ea
- 11x17 Reduction (code A007k) $7.79/ea
- Custom (Glossy 106x36) (code A007m) $185.50/ea

8. Direct non-salary expense ..... Cost Plus 10%

9. Sub-Contractor markup ..... Cost Plus 10%

ATTACHMENT "F"

Insurance Certificates and E-Verify Documents

THOMENG-01 RHUTTO

CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS: afoster@turnerfirst.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Zurich American Insurance Co. — 16535
INSURED Thompson Engineering 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	GLO 3534778	1/1/2023	2/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liab.						MED EXP (Any one person)	$ 10,000
	X XCU Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EBL AGGREGATE	$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X	X	BAP 3534779	1/1/2023	2/1/2024	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A	X	WC 3534777	1/1/2023	2/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: CITY WIDE BRIDGE INSPECTION (2024 CYCLE). CITY PROJECT NO. 2023-3005-16.

City of Mobile is named as an additional insured on a primary & non contributory basis on the General Liability and Auto Liability policies as required by written contract. A waiver of subrogation applies in favor of City of Mobile as respects General Liability, Automobile Liability, & Workers Compensation where required by written contract. WC Alternate employer endorsement applies where required by written contract. 30 days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P. O. Box 1827 Mobile, AL 36633	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 David J Sweden

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cadence Insurance (Formerly BXS Insurance)
760 Howard Avenue, 2nd floor
Biloxi MS 39530

CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 8002770856 **FAX (A/C, No):** 228-863-1957
E-MAIL ADDRESS: patty.savage@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Insurance Company, Inc.	37540
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Thompson Engineering Inc.
2970 Cottage Hill Rd Ste 190
Mobile AL 36606

COVERAGES **CERTIFICATE NUMBER:** 1136312365 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	CUP8S42687023NF	1/1/2023	2/1/2024	EACH OCCURRENCE	$ 2,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			C1D697230701	1/1/2023	2/1/2024	Per Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NOTE: Umbrella Coverage above; policy number CUP8S42687023NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778, Auto Liability policy number BAP3534779, and Employers Liability policy number WC3534777 written through Zurich American Insurance Company effective 1/1/2023 to 2/1/2024. Umbrella is follow form these policies.
RE: CITYWIDE BRIDGE INSPECTION (2024 CYCLE) CITY PROJECT NO. 2023-3005-16

CERTIFICATE HOLDER

City of Mobile
205 Government Street
P. O. Box 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Tony B. Lang

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THE E-VERIFY

MEMORANDUM OF UNDERSTANDING

FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Thompson Holdings, Inc (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II

RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    A. Notice of E-Verify Participation
    B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
    B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

    Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
    A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
    C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
    E. The Employer may use a previously completed Form I-9 as the basis for creating anE-Verify case for an employee assigned to a contract as long as:
        i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Thompson Holdings, Inc (Employer) hereby designates and appoints Chacyra Lloyd (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Thompson Holdings, Inc
Company Facility Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
Company Alternate Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
County or Parish	Mobile
Employer Identification Number	72-1381313
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	19

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Chad Brown
Phone Number	(251) 510-3156
Fax Number	
Email Address	cbrown@thompsonengineering.com

Name	Bill Morgan
Phone Number	(251) 518-6299
Fax Number	
Email Address	bmogan@thompsonengineering.com

Name	Edna Lugo
Phone Number	(251) 525-0227
Fax Number	
Email Address	elugo@thompsonengineering.com

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2023-3005-16 Current Date 6 / 27 / 23

Project Description City Wide Bridge Inspection (2024 Cycle)

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.

Waiver requested due to the nature of the work. The work required on this contract requires specific and special certifications.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) (Date)

251-208-7426 **Telephone Number**

nick.amberger@cityofmobile.org **Email Address**

Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Supplier Diversity Manager (Title) July 10, 2023 (Date)

Approved By (CAO)

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmember C.J. Small - District 3

Purpose and Scope of Project:

Environmental Study, Design and Maintenance of Jetties at McNally Park

Amount of Contract:

$83,000.00

Funding Source

Project # G-ACAMP23 JETTIES AT MCNALLY PARK — **Discretionary Funds**

Project String G-ACAMP23.ENGINEERING (ACCOUNT 50005000.48020) — **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
JETTIES AT MCNALLY PARK	Cover Memo	6/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	6/28/2023 - 1:20 PM
Accounting	Threadgill, Randy	Approved	7/6/2023 - 12:41 PM
Legal	Kern, Chris	Approved	7/6/2023 - 2:50 PM
			7/6/2023 - 2:51

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	7/6/2023 - 5:07 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: JETTIES AT MCNALLY PARK

CAPITAL PROJECT # G-ACAMP23 **DATE OF RECEIPT** _____

DEPT. PROJECT # 2023-3005-17

PROJECT DESCRIPTION ENVIRONMENTAL STUDY AND DESIGN OF JETTIES' MAINTENANCE

CONTRACT AMOUNT $ 83,000.00

VENDOR NAME COWLES, MURPHY, GLOVER & ASSOCIATES, INC.

VENDOR NUMBER 293958

DEPT # 3005 **DEPT NAME** ENGINEERING

CONTRACT ADMINISTRATOR NICK AMBERGER

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ **N** X ; 5% of the 1st 50% _____ or If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Lisa Roberts **Date** 6/27/2023

Revised 5/16/2022 Tiffany Hollins

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmember C.J. Small

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 associated with the ADCNR Coastal Area Management Program Grant attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Cowles, Murphy, Glover & Associates, Inc.

Project Name: Jetties at McNally Park

Estimated Cost: $83,000.00

Adopted:

_____
City Clerk

MOBILE
ALABAMA

JETTIES AT MCNALLY PARK

PROJECT NO. 2023-3005-17

ENGINEER:

COWLES, MURPHY, GLOVER & ASSOCIATES, INC.

MOBILE
ALABAMA

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Cowles, Murphy, Glover & Associates, Inc.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **Cowles, Murphy, Glover & Associates, Inc.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER for the Preliminary Design & Investigation Phase as set out in Section III.

PROJECT – JETTIES AT MCNALLY PARK, City of Mobile Project No. 2023-3005-17. This is for environmental study and design of jetties' maintenance. **The professional engineering consulting & investigation services may include environmental and geotechnical testing, preparation of exhibits/maps/cost estimates and summary technical memorandum as directed by the CITY ENGINEER.**

PROJECT ENGINEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARDS - EPA Environmental Rules from Title 40 of the Code of Federal Regulations (40CFR) and Title 22 of the Code of Alabama 1975, § 22-22A-1 et seq. and ADEM Administrative Code 335.

II. STANDARDS

The CITY hereby retains the ENGINEER, and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of maps and any other assessments, results, and evaluations pertaining to this PROJECT, will meet the requirements for conformance with the Standards and applicable environmental practices, local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work for the PROJECT is divided into four (4) Tasks.

A. DESIGN PHASE

1. Surveying Services – TASK 1

   a. CMG to correspond and schedule (up to two (2)) surveys, as required. These surveys include a preliminary (pre-construction) survey and a final (post-construction/as-built) survey. These surveys will include a mapping/topographic survey of the jetties and will extend below water (hydrographic) at least 10-feet past the last rock on each jetty.
   b. CMG proposes to provide these services for, a not to exceed fee, of $9000.00 each.
   c. The total for Task 1 two (2) surveys is $18,000.00.

2. Geotechnical Services – TASK 2

   a. CMG to correspond, schedule, and manage the geotechnical field work in order to obtain a geotechnical report for use in CMG's design engineering.
   b. CMG proposes to provide these service for, a not to exceed fee, of $40,000.00.
   c. The ENGINEER shall provide the City with a copy of all paperwork, reports, drawings and correspondence for any and all geotechnical work.

3. Engineering Services – TASK 3

   a. Prepare calculations, construction plans, design details, construction specifications, bid documents, etc. for jetty maintenance at McNally Park.
   b. CMG proposes to provide these services for, a not to exceed fee, of $20,800.00.

4. Pre-Construction Management – TASK 4

   c. CMG to collaborate with the City to prepare contractor bid package.
   d. CMG proposes to provide these services for, a not to exceed fee, of $3,000.00.

B. PLANS AND SPECIFICATIONS

1. All documents, maps, Technical Memorandums, reports, prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
   a. All documents, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) copies of all documents, drawings, electronic files (one copy CADD/GIS and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or

expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

b. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019, GIS or other electronic format agreed upon by the City. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

IV. MUTUAL AGREEMENT

A. It is mutually agreed by the parties hereto as follows:

1. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

2. This CONTRACT may be terminated by the CITY for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

B. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

C. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

   a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Investigating and Result Reporting services in accordance with the schedule and appropriate portion of Section III.A, of this CONTRACT twelve (12) months from the NOTICE TO PROCEED. Payment for work performed in Section III.A of this CONTRACT shall not exceed $81,800.00 (Eighty-One Thousand Eight Hundred Dollars and Zero Cents).

   b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed $1,200 (One Thousand Two Hundred Dollars and No Cents).

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all

phases and Tasks) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed $83,000 (Eighty-Three Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:
ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit

Bodily Injury by Disease $1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability.

2. Additional Insured - City of Mobile is included as an Additional Insured in respect to General Liability, Automobile 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.

3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation - 30-day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, 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 CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER 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.

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER 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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

Cowles, Murphy, Glover & Associates, Inc.

By:_____

Print: GARY D.E. COWLES

Its: PRESIDENT

Address: 457 ST. MICHAEL ST,
MOBILE, AL 36602

Telephone: 251 433 1611

STATE OF ALABAMA
CITY OF MOBILE

I, Sara Z. Copeland, a Notary Public in and for said State and County, hereby certify that Gary D.E. Cowles, whose name as President of **Cowles, Murphy, Glover & Associates, Inc.**. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 7th day of June, 2023

_____
NOTARY PUBLIC

My Commission Expires: 10/1/24

EXHIBIT A: PROJECT LOCATION

Project Area

6/7/2023, 2:41:06 PM

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 Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water

EXHIBIT B: PROJECT ESTIMATE

PROJECT – JETTIES AT MCNALLY PARK, City of Mobile Project No. 2023-3005-17.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (design phase) to be paid the ENGINEER shall not exceed $83,000.00 **[Eighty-Three Thousand Dollars and No Cents]**, unless authorized by the CITY.

CITY DISTRICT: District 3

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

Cowles, Murphy, Glover
& ASSOCIATES
A Full Service Engineering Firm

PERFORMANCE • RELIABILITY • EXPERIENCE

January 1, 2023 Standard Rate Schedule

Principal	$165.00/hour
Engineer III, IV, V	$150.00/hour
Engineer I, II	$120.00/hour
Designer	$110.00/hour
Draftsman	$95.00/hour
Clerical	$55.00/hour
Sub-consultants	Cost + 15%

Insurance

Professional Liability	$2,000,000.00
Automobile Liability	$1,000,000.00

Additional insurance is available upon request.

457 St. Michael Street • Mobile, Alabama 36602 • (251) 433-1611 • Fax (251) 433-1411

Cowles, Murphy, Glover
& ASSOCIATES
A Full Service Engineering Firm

PERFORMANCE • RELIABILITY • EXPERIENCE

2023 REIMBURSABLE EXPENSES

Mileage	Gov't Rate/mile
Airfare	Cost
Rental Car/Transportation	Cost
Lodging	Cost
Meals	Cost
Delivery Services	Cost
Reproduction	Cost

Reproduction In-house

Blueprints	Cost
Plotting	Cost

457 St. Michael Street • Mobile, Alabama 36602 • (251) 433-1611 • Fax (251) 433-1411

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Surveying Services – TASK 1 - $18,000.00

Geotechnical Services – TASK 2 - $40,000.00

Engineering Services – TASK 3 - $20,800.00

Pre-Construction Management – TASK 4 - $3,000.00

Base Contract Amount $ 81,800.00

Additional Services (If requested in writing by the City Engineer).....$ 1,200.00

Total Contract Amount including Additional Services $ 83,000.00

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- CADD/GIS files of drawings
- Pdf's of drawings
- Lists, Maps, and Technical Memorandum and/or Report from Section III

EXHIBIT F: INSURANCE CERTIFICATIONS

COWLMUR-01 SMYERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Petra RMS 2140 11th Ave South, Suite 400 Birmingham, AL 35205	PHONE (A/C, No, Ext): (205) 354-2700	FAX (A/C, No): (205) 449-5585
	E-MAIL ADDRESS: smyers@petrarms.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Cowles, Murphy, Glover & Associates, Inc 457 St. Michael Street Mobile, AL 36602	INSURER A : SENTRY INSURANCE CO.	21180
	INSURER B : STARSTONE NATIONAL INS. CO.	25496
	INSURER C : Trumbull Insurance Company	27120
	INSURER D : CONTINENTAL CASUALTY COMPANY	20443
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liabilit GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			A0066369003	8/14/2022	8/14/2023	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 ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			A0066369001	8/14/2022	8/14/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			72965U226ALI	8/14/2022	8/14/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		21WECAR5958	8/14/2022	8/14/2023	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
D	Professional Liab			AEH591942085	8/14/2022	8/14/2023	Each Occurrence	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile is included as Additional Insured with Waiver of Subrogation on a Primary and Non-Contributory basis when required by written contract. 30 Day Notice of Cancellation applies as per policy terms & conditions.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Maryanne Myers

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EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared GARY D.E. COWLES (affiant) who, being duly sworn says as follows:

President/CEO of COWLES, MURPHY GLOVER & ASSOC. INC.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as PRESIDENT for CMG that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said CMG is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 754051.

CEO of CMG

Sworn to and subscribed before me this the 7th day of June, 2022.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Expires 10/1/24
Signature and Seal of Notary Public

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Cowles, Murphy, Glover & Associates, Inc.
Address	457 St. Michael Street Mobile, AL 36602
Telephone	251-433-1611
E-Mail	pgarstecki@cmg-a.com

RFP/RFQ Solicitation Number	
Project Description	McNally Park Jetty Maintenance Design
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 16 Female 1 Minority ____ Non-minority ____ Vets ____ Total #of Employees 17

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Patrick Garstecki

Signature: _____ Date: 6/7/23

Title: P.E.

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: Sara Copeland Title: Manager

E-mail:_ Phone: scopeland@cmg-a.com/251-433-1611

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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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 # _____ Your Bid/Proposal Amount $ 81,800.00 Date: 06 / 07 / 23

Description McNally Park Jetty Maintenance Design

Name of Bidder/Proposer: Cowles, Murphy, Glover & Associates, Inc.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Southern Earth Sciences	251-445-4354	Geotechnical Testing/Reporting	$21,200	26%	No	
Lawler & Co.	251-661-9411	Surveyor	$18,000	22%	No	
Challenge Engineering	251-666-1435	Geotechnical Soil Sampling	$18,800	23%	No	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Cowles, Murphy, Glover & Associates, Inc.

Contact Person: Patrick Garstecki Phone 251-433-1611 Email pgarstecki@cmg-a.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
	NA	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	NA	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
	NA	**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.
	NA	**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.
	NA	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	NA	**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.
	NA	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

	NA	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	NA	**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.
	NA	**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.
	NA	**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:

_X_ 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. This is professional services and DBE participation cannot be completed due to services.

Suggestions or comments to improve this program. _____

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To perform plumbing repairs at various City of Mobile facilities

Amount of Contract:

not to exceed $100,000.00

Funding Source

Project # Plumbing Services (service contract) at Various City of Mobile Facilities SC-020-23	**Discretionary Funds**
Project String 10043037-42150	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-020-23 Plumbing Services (service contract) at Various City of Mobile Facilities	Cover Memo	7/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	7/5/2023 - 3:12 PM
Budget	Sapp, Celia	Approved	7/6/2023 - 10:40 AM
Legal	Kern, Chris	Approved	7/6/2023 - 2:49 PM

Legal	Kern, Chris	Approved	7/6/2023 - 2:51 PM
Mayors Office	Montgomery, Brandi	Approved	7/6/2023 - 5:07 PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson

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

Name of Company:	MORROW CONTRACTING INC. D/B/A ADVANCED SERVICE PLUS PLUMBING COMPANY
Project Name:	PLUMBING SERVICES FOR VARIOUS CITY OF MOBILE FACILITIES (1-YEAR SERVICE CONTRACT)
Project Number:	SC-020-23
Amount:	NOT TO EXCEED $100,000.00

Adopted:

_____

City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____day of _____, in the year 20_____, by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**: Morrow Contracting Inc.
DBA Advanced Service Plus Plumbing Company
P.O. Box 190338
Mobile, Alabama 36619

City of Mobile License No.: 66349 PLUMBERS AND / OR GAS FITTERS
79610 BUILDERS AND / OR CONTRACTORS

Secretary of State of Alabama Account No.: 000-059-794

State Licensing Board for General Contractors License No.: 15518

for the following PROJECT:

PROJECT NAME: SERVICE CONTRACT – PLUMBING SERVICES FOR VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-020-23

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project. In strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:
2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract is for **one (1) year** from the date of the Notice to Proceed.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, a Total Contract Sum not to exceed One Hundred Thousand and 00/100 Dollars ($100,000.00).

3.2 SCHEDULE OF VALUES: for all Basic Services as specified shall be billed as follows:

Labor Rates: Hourly rates for plumbing services shall be as follows:

Plumber (Licensed Journeyman)

Regular Working Hours	$ 80.00 /hour
Overtime Hours	$120.00 /hour

Plumber Helper (Apprentice)

Regular Working Hours	$ 34.00 /hour
Overtime Hours	$ 49.00 /hour

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost plus Ten (10) Percent

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made monthly upon completion and inspections of the work specified.

B. Two (2) original invoices shall be delivered to the Service Contract Administrator for review. Invoices shall list all facilities serviced and shall provide unit pricing in accordance with the approved Schedule of Values.

C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. General Conditions	9 pages
2. Specifications, Section 01000 – Scope of Work	4 pages
3. This Instrument (Agreement)	6 pages
4. Waiver of Disadvantaged Business Enterprise (DBE) Goal	1 page
5. Bid Form	4 pages
6. Alabama Secretary of State Documentation	1 page

7. E-Verify Documentation 2 pages
8. Certificate of Liability Insurance with Endorsements 3 pages

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
   Bodily injury and property damage combined –$1,000,000 per occurrence
4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

1. $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General
7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service 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 Service 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.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City 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 Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

8.9 Immigration Law: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom

8.10 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.

8.11 Public contracts with entities engaging in certain boycott activities: By signing this contract, Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER: City of Mobile

Signature

William. S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
Morrow Contracting Inc. DBA Advanced Service Plus Plumbing Company

Cathy Moody
Signature

Cathy Moody - President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

STATE OF AL
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Cathy Moody as President of Morrow Contracting Inc. DBA Advanced Service Plus Plumbing Company and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.
Sworn to and subscribed for me this 29 day of June, 2023.

NOTARY PUBLIC
My Commission Expires:

DAVID A. GALLOWAY NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Feb. 4, 2025

SECTION 01000 – SCOPE OF WORK

PLUMBING SERVICE REPAIRS

General:
It is the intent of this specification to provide for all labor, materials, tools, supplies, equipment, miscellaneous fees, transportation and other items as necessary for the performance and successful completion of plumbing services for various City of Mobile buildings and facilities (The Work), on an "as needed" basis, as directed by the City of Mobile, Facility Maintenance Department.

The scope of services shall include, but is not strictly limited to, the following:

- The term "plumbing services", when used in this specification shall mean the maintenance, removal, repair and/or replacement of all piping, plumbing fixtures, plumbing appliances, plumbing appurtenances, boilers, and other materials and equipment in connection with any of the following:
    - Supply (domestic) water systems
    - Sanitary sewer systems
    - Storm drainage systems
    - Roof drains and drainage piping
    - Plumbing venting systems
    - Heating ventilation and air conditioning systems
    - Steam boilers, hot water boilers, and other water heating systems.
- Plumbing services shall include the unclogging or snaking out of sanitary sewer or other drainage lines and the removal of solid or other waste to an acceptable disposal facility.
- Plumbing services shall also include all labor, material and equipment necessary for the excavation, back-filling and compaction of soil as required for the removal, repair and/or replacement of underground piping, plumbing appliances, or other items.
- All plumbing services shall be performed by Service Contractor's own forces. This Contract shall not be assignable.
- Service Contractor shall employ, and be capable of providing, multiple service technicians to be able, if required, to respond to multiple requests for service at the same time. Crew size shall be limited to the minimum number of Plumbers and Plumber Helpers (if required) necessary to complete the Work.
- Plumbers and Plumber Helpers shall be "on call" and available to respond to requests for service by the City twenty- four (24) hours a day, seven (7) days a week including holidays. For purposes of billing, the following shall apply:
    1. Regular business hours - Monday through Friday, 8:00 am to 5:00 pm
    2. Overtime - Monday through Friday 5:00 pm to 8:00 am the following day, and weekends, Friday 5:00 pm to Monday 8:00 am
    3. Holidays – Service Contractor's standard holidays, 5:00 pm prior night to 8:00 am following day

  All services shall be billed in accordance with the hourly rates listed in the Schedule of Values section of the Agreement. Maximum response times for services are listed under

Time of Performance, below.

- Plumbers and Plumber Helpers shall be proficient in all phases of the repair or replacement of the plumbing systems listed above. All Plumbers shall be a State of Alabama license Journeyman Plumber.
- All Equipment and tools shall be appropriate for the task and shall be well maintained, calibrated, and in proper working order before use in the performance of the work.
- Prior to commencing work, thoroughly examine and become familiar with the system(s) and associated facilities to insure the service can be completed in an orderly, safe manner. The successful bidder shall maintain a safe work environment at all times.
- Upon examination, report to the City's representative the existence of unsafe or other conditions which will compromise the performance of the service.
- Materials and equipment required for the successful completion of the Work shall be provided by Service Contractor and billed in accordance with the Unit Prices listed in the Agreement. Quotes for "major" materials or equipment ($500.00 or more) shall be approved by Owner's Representative prior to ordering materials.
- Upon completion of all plumbing services, remove and properly dispose of all tools, equipment, materials, trash and construction debris and leave work area broom clean.
- Service Contractor shall be responsible for the cleaning, repair, or replacement of any piping, equipment, or adjacent materials or surfaces damaged by Service Contractor during the performance of the service, at no additional cost to the City.
- All plumbing services shall be performed in strict accordance with manufacturers' requirements and all applicable rules, regulations, State and local codes and Federal requirements.
- All work shall be under the direction of the City of Mobile, Facility Maintenance, Mechanical Systems Department. All maintenance and repair service shall be scheduled by the Contract representative.

Time of Performance:

Work hours: Plumbers and Plumber's Helpers shall be "on call" and available to respond to requests for service by the City twenty-four hours a day, seven days a week including holidays. For purposes of billing, the following shall apply:

1. Regular business hours - Monday through Friday, 8:00 am to 5:00 pm
2. Overtime hours - Monday through Friday 5:00 pm to 8:00 am the following day and weekends, Friday 5:00 pm to Monday 8:00 am
3. Holiday hours – Service Contractor's standard holidays, 5:00 pm prior night to 8:00 am following day

Response Times: Maximum response times for Service Contractor to be "on-site" and starting the Work are as follow:

1. Scheduled maintenance and repair service:
   a) Within twenty-four (24) hours
2. Emergency repair service:
   a) Monday through Friday between 8:00 am and 5:00 pm - within two (2) hours
   b) Monday through Friday after 5:00 pm and on weekends and scheduled holidays - within four (4) hours

The Service Request issued by the City of Mobile will indicate whether services are

considered as "scheduled maintenance and repair" or "emergency".

City facilities will generally remain operational during maintenance and repair services. Maintenance and repair work shall be carried out in such a way to minimize disruption to facility operations, facility staff or to the general public. Service Contractor shall coordinate all work with the Facility Maintenance Department.

Upon arrival at a facility, the Service Contractor (s) shall check in with the facility manager to make the staff aware of the work to be accomplished, anticipated times for service, and any shut-downs or other disruptions that may be necessary to complete the work. Upon completion, the Service Contractor Technician shall notify the facility manager and Facility Maintenance Department representative.

Travel time may be billed for travel to and from the site of the Work within the City limits of the City of Mobile only, and shall be billed at the standard hourly rates listed in the Unit Prices section of the Agreement. Vehicle costs to include truck charges, mileage, and other fees and expenses are not reimbursable. All vehicle costs shall be included in the hourly labor rate as listed in the Unit Price section of the Agreement.

Equipment costs for Service Contractor's own equipment are not reimbursable. These equipment costs shall be included in the hourly labor rate as listed in the Unit Price section of the Agreement. If rental equipment is required to complete the Work, rental costs shall be billed at the Parts/Material rate as listed in the Unit prices section of the Agreement. The use and costs of rental equipment shall be approved by Owner's Representative prior to renting equipment.

Payments will be made monthly for completed services upon approval by the Owner of all Work and approval of Service Contractor's invoice for services. Invoices shall specify the facility, exact services performed, date and time of service, technician(s) or other staff providing services, copies of manufacturer/supplier invoices, or other information required for approval by the Facility Maintenance Department.

The City reserves the exclusive right to purchase parts or equipment directly and have the Service Contractor install the item(s) at the specified billing rate. The City also reserves the right to perform any of the work covered under a specific task order with its own personnel if it is in the City's best interest to do so.

All labor shall be billed at the scheduled hourly billing rate as stipulated in the Agreement. The hourly billing rates shall include all costs for direct time, benefits, taxes, all overhead and profit and other indirect expenses. Parts and equipment shall be billed at the Service Contractor's direct cost, including shipping if required, from manufacturer or supplier plus a percentage multiplier for overhead and profit as stipulated in the Agreement. Each service must be invoiced separately.

Miscellaneous Provisions:
Service Contractor shall warrant all labor, parts and equipment for forty-five (45) days unless manufacturer warranty/guarantee is greater.

Any parts, equipment, adjacent finishes or other property damaged by the Service Contractor in the course of maintenance and repair services or as a result of faulty workmanship shall be repaired or replaced at no cost to the City.

Any spillage or exchanged oil, chemicals, etc. shall be the responsibility of Service Contractor and disposed of in accordance with State and Federal guidelines.

END OF SECTION

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# SC-020-23 Current Date 6 / 12 / 23

Project Description Service Contract - Plumbing Services

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.

The Service Contract work will be performed solely by a Contractor. No subcontrators will be utilized. The low-bidder will be determined by the lowest hourly rate and material mark-up percentage.

Cassie Boatwright
Requested By (Department Director)

(Signature) Director (Title) 6/12/23 (Date)

Telephone Number boatwright@cityofmobile.org Email Address

Reviewed By (Office of Supplier Diversity)

(Signature) OSD Manager (Title) 6/12/2023 (Date)

Approved By (CAO)

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE
FACILITY MAINTENANCE DEPARTMENT
850 OWENS STREET
MOBILE, ALABAMA 36604

PROJECT NAME: SERVICE CONTRACT – PLUMBING SERVICES FOR VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-020-23

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Facility Maintenance Department and dated March 22, 2023; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Facility Maintenance Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Morrow Contracting, Inc DBA Advanced Service Plus Plumbing Company

ADDRESS: P.O. Box 190338 Mobile, AL 36619 **PHONE** 251.662.6010

CITY OF MOBILE BUSINESS LICENSE NUMBER: Plumbing 66349 / Contractor 7961 0

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: 059-794

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] (A Corporation)
[ ] (A Partnership)
[ ] (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed. The Contract shall be based on time and material cost with the Total Contract Sum not to exceed **One Hundred Thousand and 00/100 Dollars ($100,000.00).**

1. BASE BID – MAINTENANCE & REPAIR SERVICES - shall be based on the following.

Bidders shall quote hourly labor rate as specified below. The contractor must bid on all of the following items (Hourly rates are to be total cost as stated in the Scope of Work).

Labor Rates: Hourly rates for plumbing services shall be as follows:

Plumber (Licensed Journeyman)
Regular Working Hours $ 80.00 /hour Eighty dollars per hour
Overtime Hours $ 120.00 /hour One hundred and twenty dollars per hour

Plumber Helper (Apprentice)
Regular Working Hours $ 34.00 /hour Thirty-four dollars per hour
Overtime Hours $ 49.00 /hour forty-nine dollars per hour

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost plus **Ten Percent (10%)**

** Direct cost shall be based on invoiced amount from supplier/ manufacturer and shall include all shipping/ delivery costs and all applicable sales and use taxes.*

2. BID INCLUDES:
Addendum Number 1, Dated 4/20/23
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____

3. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

4. NON-DISCRIMINATION: The undersigned Bidder certifies he/she will comply with Federal, State and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

5. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:
Company Name: Publix Super Markets, Inc
Company Address: PO Box 548 Lakeland, Florida 33802
Telephone: 904.509.2452 Email: chris.bagley@publix.com
Type of Work: Plumbing Services
Date(s): December 2019 through present

B. Reference #2:
Company Name: Westminister Village
Company Address: 500 Spanish Fort Blvd, Spanish Fort, Alabama 36527
Telephone: 251.626.8585 Email: mitzi.sdlac@dctslife.org
Type of Work: Plumbing Services
Date(s): November 2011 through present

C. Reference #3:
Company Name: Mobile County Commission
Company Address: P.O. Box 1443 Mobile, AL 36633
Telephone: 251.574.6632 Email: cames@mobilecounty.net
Type of Work: Plumbing Services
Date(s): January 2013 through present

Remainder of page intentionally left blank

7. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

Morrow Contracting Inc Dba Advanced Service Plus Plumbing Company
(Typed)

BY: Cady Moody
(Signature of Company Officer)

COMPANY OFFICER: Cathy Moody
(Typed)

TITLE President
(Typed)

DATE 5 - 2, 20 23

Sworn to and subscribed before me this 5/2 **day of 20** 23

Notary Public

DAVID A. GALLOWAY NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Feb. 4, 2025

END OF SECTION

Alabama Secretary of State

Morrow Contracting, Inc.	
Entity ID Number	000 - 059 - 794
Entity Type	Domestic Corporation
Principal Address	THEODORE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/09/1980
Registered Agent Name	MOODY, CATHY
Registered Office Street Address	12129 SONNEBORN THEODORE, AL 36582
Registered Office Mailing Address	Not Provided
Nature of Business	CONSTRUCTION
Capital Authorized	$10,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	MORROW, KENNETH R
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	VINSANT, ALBERT JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	VINSANT, RETHA L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MORROW, MARY E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
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	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008

Morrow Contracting, Inc.	
	2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date Legal Name Changed From	02/14/1983 Vinsant-Morrow Insurance Contractors, Inc.
Transaction Date Legal Name Changed From	07/02/1992 Vinsant-Morrow Contractors, Inc.
Transaction Date Legal Name Changed From	04/22/1998 Manuel & Morrow Contractors, Inc.
Transaction Date Miscellaneous Filing Entry	12/05/2008 AMENDMENT FILED
Transaction Date Principal Office Changed From	12/08/2008 MOBILE, AL
Transaction Date Registered Agent Changed From	12/08/2008 * Added
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/14/1983 Legal Name Change 4 pgs.
Document Date / Type / Pages	07/02/1992 Legal Name Change 4 pgs.
Document Date / Type / Pages	04/22/1998 Legal Name Change 3 pgs.
Document Date / Type / Pages	12/05/2008 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	12/08/2008 Registered Agent Change 1 pg.

New Search

E-Verify

Company ID Number: 468942
Client Company ID Number: 605871

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Morrow Contracting, Inc.

Ron Moody — Name (Please Type or Print)
Owner — Title
Signature
10/5/12 — Date

E-Verify Employer Agent Alabama Department of Homeland Security

Donyelle Marshall — Name (Please Type or Print)
Title
Electronically Signed — Signature
10/04/2012 — Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)
Title
Signature
Date

Information Required
For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

Company Name: Morrow Contracting, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Valent Group, LLC
1110 Montlimar Drive
Suite 400
Mobile AL 36609

CONTACT NAME: Danelle Stokes
PHONE (A/C, No, Ext): (251) 544-7237 **FAX (A/C, No):**
E-MAIL ADDRESS: dstokes@valentgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Owners Insurance Company	32700
INSURER B: Auto-Owners Insurance Co.	018988
INSURER C: Safety National Casualty Corporation	15105
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Morrow Contracting Inc
dba Advanced Service Plus Plumbing Company
PO Box 190338
Mobile AL 36619

COVERAGES **CERTIFICATE NUMBER:** CL2332743673 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	38397590	03/26/2023	03/26/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	54397590-00	03/26/2023	03/26/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	54397590-01	03/26/2023	03/26/2024	EACH OCCURRENCE AGGREGATE FOLLOW FORM	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	2023-29023/SP4067497	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Errors & Omissions			38397590	03/26/2023	03/26/2024	Per Claim Aggregate	$ 100,000 $ 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: SC-020-23 Plumbing Services for various City of Mobile Facilities
City of Mobile is included as an additional insured in respect to general liability, automobile liability and umbrella liability as required by written contract. All polices, except workers compensation, shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile with respect to general liability, auto liability, umbrella liability. 30 day notice of cancellation, non-renewal or material change shall apply(except 10 days for non-payment. In regards to Workers Compensation, by waiving subrogation, the employer and servicing agent may still receive reimbursement from a lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or lawsuit against certificate holder.

CERTIFICATE HOLDER
City of Mobile
PO Box 1827
Mobile AL 36633-1827

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marsha Greene

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added.
A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
   1. If required in a written contract or agreement; or
   2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added.
The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
   1. The following condition is added to **4. Other Insurance.**
   This insurance is primary for the Additional Insured, but only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.
   2. The following condition is added.
   Other Additional Insured Coverage Issued By Us
   If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

1. **BLANKET WAIVER OF SUBROGATION**
SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights of Recovery Against Others To Us.**
When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added.
Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured**.

All other policy terms and conditions apply.

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments
If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

a. Covered by the policy; and
b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

66159 (12-17)

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Commercial Umbrella Policy

It is agreed:

CONDITIONS, M. Transfer of Rights of Recovery Against Others To Us is amended. The following provision is added.

When **you** have agreed to waive **your** right of subrogation in a written contract, executed prior to loss, with any person or organization, **we** waive any right of recovery **we** may have against the person or organization because of payments **we** make for injury or damage arising out of **your** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other policy terms and conditions apply.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's designated representative is the Facility Maintenance Department, Service Contract

Administrator.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

I. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

J. The Service Contractor shall confine operations at each site to areas permitted by the

City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.

L. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. **STARTING WORK**: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

A. CONTRACT SUM: The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. SCHEDULE OF VALUES: The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. METHOD OF PAYMENT: The City shall pay the Service Contractor on the account of the Contract as follows:
1) Payments shall be made monthly upon completion of the specified work.
2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
3) Payments shall be made in accordance with the accepted Schedule of Values as listed in the Agreement.

7. SAFETY:

A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1) employees on the Work and other persons who may be affected thereby;
2) the Work and materials and equipment to be incorporated therein;
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service 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 Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the

work is performed.

2) Comprehensive General Liability:

The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) 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
c) Or Bodily Injury	$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:

a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.

b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.

c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).

d) Broad Form Property Damage Coverage, including Completed Operations.

e) Personal Injury Liability, with employee's exclusions removed.

f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.

g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself 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
c) Or Bodily Injury and	$1,000,000 combined single limit Property Damage

4) Excess/Umbrella Liability:
a) $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.

E. The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the law of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies

available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.

I. Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor

1) fails to perform service in a satisfactory manner; or
2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Daniel Davis, Risk Manager and Marc Vassallo, Public Services Director

Sponsored by:

Mayor William S, Stimpson

Purpose and Scope of Project:

To approve 3-year contract with Samsara Inc for dash vehicle camera equipment and services for City vehicles.

Fleet Capital

Amount of Contract:

$646,426.00

Funding Source

Project # **Discretionary Funds**

Project String 70007000 42110 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 Resolution Samsara	Cover Memo	6/28/2023
2023 Samsara Agenda Summary	Cover Memo	6/28/2023
2023 Samsara Agreement	Cover Memo	6/28/2023
2023 Samsara Insurance	Cover Memo	6/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	7/3/2023 - 9:20 AM
			7/6/2023 - 2:47

Legal	Kern, Chris	Approved	PM
Legal	Kern, Chris	Approved	7/6/2023 - 2:48 PM
Mayors Office	Montgomery, Brandi	Approved	7/6/2023 - 5:08 PM

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 Samsara, Inc., for three years, for $646,426.00 , to provide fleet vehicle camera services and equipment, as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

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

Adopted:

_____
City Clerk

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.*

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-793868

Issued 06-05-2023

Expires 07-14-2023

GSA Contract #: GS-35F-327GA

Prepared For:
City of Mobile
770 GAYLE ST
MOBILE, Alabama
36604

Quote Summary

	Subtotal
Hardware and Accessories	$0.00
Licenses License Term – 60 Months	
Installation	$70,000.00
Installation	($70,000.00)
Shipping and Handling	$2,026.00
Upfront Hardware Sales Tax	$0.00
Annual License Sales Tax	$0.00
First Year Payment	**$216,826.00**
Payments Beginning Year Two	**$214,800.00**

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is “Pending” – Final amount will be provided prior to payment
*3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)
*Sales tax subject to change

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

SHIP TO Charles Hlnes
2851 Old Shell Road
Mobile, Alabama, 36607
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Dual-facing dash-camera, series 3. HW-CM32	500	$0.00	$0.00
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles HW-VG54-NAH	300	$0.00	$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	300	$0.00	$0.00
Vehicle IoT Gateway, model VG54 HW-VG54-NA	200	$0.00	$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	200	$0.00	$0.00
	Hardware Due		$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Dual-Facing Camera LIC-CM2-ENT	500	$264.00	$132,000.00
		Annual License Due	$132,000.00

Bundles	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	500	$165.60	$82,800.00

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Annual License Due	$82,800.00

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually and, if applicable, a one-time Hardware cost to be paid annually (Net-30). The annual fees are payable by recurring transfer. All transfers are subject to a 3% processing fee, unless the transfer is done via ACH (credit or debit), check, or wire, in which case the 3% processing fee will be waived. Late payments are subject to 1.5% per month late fee. If license payments are delinquent by 60 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

Support and Warranty

Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced pursuant to our Hardware Warranty & RMA policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at https://www.samsara.com/terms-of-service, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to this Order Form, in which case such separate terms of service agreement shall govern (the "Terms of

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Service"). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

Initial installation services will be provided by an installation partner recommended by Samsara at no cost to the Customer. The time for installation will be mutually agreed upon by Customer, Samsara and any third-party provider as applicable. The Parties agree that to the extent this Order Form includes any description of third-party products and/or services not directly provided by Samsara, the applicable third-party provider or subcontractor will be solely and exclusively responsible for the provision of such products and/or services, and Customer may not withhold payment to Samsara due to such third-party products and/or services, notwithstanding any acceptance or delivery requirements or delays with respect thereto

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Notification of Confidentiality

Except as legally required under applicable public records request laws, provided that you use reasonable efforts to provide Samsara with advance notice of any such disclosure, you agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein. Please confirm acceptance of this Order Form by signing below:

Signature: _____

Print Name: _____

Date: _____

Title: _____

This Master License and Services Agreement is entered into as of June 28, 2023 ("**Effective Date**"), by and between Samsara Inc., a Delaware corporation, with its principal place of business located at 1 De Haro Street, San Francisco, CA 94107 ("**Samsara**") and City of Mobile, an Alabama municipal corporation and its Affiliates who enter into Order Forms (for each such Affiliate, solely with respect to Order Forms entered into it by it and for so long as it remains a Customer Affiliate), with its principal place of business located at 205 Government St, Mobile AL 36602 ("**Customer**" and, collectively with Samsara, the "**Parties**"). This Master License and Services Agreement, including the Licenses and Services Terms and any Exhibits attached hereto or subsequently entered into by and between the Parties (collectively this "**Agreement**"), sets forth the terms and conditions pursuant to which Customer will access certain Samsara solutions and contract for certain services from Samsara.

SAMSARA LICENSE AND SERVICES TERMS

1. Certain Definitions. The following capitalized terms will have the meanings indicated below unless otherwise specifically defined in any Exhibits hereto.

1.1 "**Account**" means the accounts Customer create, via the Hosted Software, to access Customer Data.

1.2 "**Affiliates**" means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Customer.

1.3 "**Apps**" means software applications for smartphones and tablets distributed by Samsara through Google Play or through the Apple App Store.

1.4 "**Authorized User**" means Customer's employees and/or contractors whom Customer authorizes to use the Samsara Software strictly on its behalf.

1.5 "**Customer Data**" means data captured by Customer's use of the Hardware, data submitted by Customer or by a third party (including from or through Non-Samsara Products) on Customer's behalf into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Samsara Software.

1.6 "**Documentation**" means any Product training, technical services, or documentation made available to Customer through the Samsara website or otherwise made available to Customer by Samsara.

1.7 "**Equipment**" means the vehicle, equipment, asset, building, structure, or item into which Hardware is installed.

1.8 "**Firmware**" means software embedded in or otherwise running on the Hardware.

1.9 "**Hardware**" means the Samsara hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, that Customer have purchased, received for a free trial, or have otherwise acquired via an Order Form.

1.10 "**Hosted Software**" means Samsara's cloud-hosted software platform, including the interface accessed online.

1.11 "**License Expiration Date**" means (a) the later of (i) the original license termination date set forth in the applicable Order Form Customer entered into for the original purchase of the Products or under which Products were originally made available to Customer ("**Initial Term**"), and (ii) the end of the then-active Renewal Term; or (b) if applicable, for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order, three (3) years from the License Start Date.

1.12 "License Start Date" means (a) the license start date described in the applicable Order Form; or (b) if applicable, for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order: (i) the day Samsara activates the applicable Samsara Software license by providing Customer a claim number and access to the Hosted Software (for clarity, if Hardware associated with a then-unactivated Samsara Software license will be shipped to

Customer under the applicable Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships); or (ii) if Customer is renewing the license term for a previously-activated Samsara Software license, the day that Samsara extends Customer's access to the Hosted Software for the renewal license term.

1.13 "**Malicious Code**" means code, files, scripts, agents, software or programs intended to do harm or allow for unauthorized access, including, for example, viruses, worms, time bombs, and Trojan horses.

1.14 **"Non-Samsara Products"** means any web-based, offline, or mobile applications, or other resources, users, data, systems, networks, products, services, vehicles, equipments, hardwares, or software functionality that is provided by Customer or a third party and that interoperates and/or exchanges data with the Products.

1.15 **"Order Form"** means the applicable Quote or Purchase Order. By entering into an Order Form hereunder, a Customer Affiliate agrees to be bound by the terms of this Agreement as if it were Customer, and Customer and the applicable Customer Affiliate are jointly and severally liable under such Order Form.

1.16 "**Pre-Launch Offerings**" means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara customers and that may be in the research, development, prototyping, and/or testing phase.

1.17 "**Products**" means the Hardware and Services. For the avoidance of doubt, Products does not include any Non-Samsara Products.

1.18 "**Professional Services**" means the training, consulting, or other professional services that are provided by Samsara to Customer (i) as purchased separately by Customer pursuant to an Order Form, (ii) in Samsara's sole discretion, or (iii) as otherwise mutually agreed between the Parties.

1.19 "Purchase Order" means a purchase order or similar ordering document issued by Customer to Samsara and accepted by Samsara setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.20 "Quote" means a quote issued by Samsara and executed by the Customer setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.21 "**Refund**" means an amount refunded to the Customer (or in Samsara's sole discretion to any third party who paid Samsara for Customer's procurement of Products under the applicable Order Form, including a reseller, Lender, or other third party) pursuant to the terms of this Agreement equal to (i) fees pre-paid to Samsara for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (b) the License Expiration Date for the applicable Order Form, and (ii) fees paid to Samsara for the cost of purchased Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.

1.22 "**Renewal Term**" means any renewal license term of the applicable Products after the Initial Term. If Customer's license term is renewed after termination of the immediately preceding license term and Samsara in its sole discretion allows Customer to continue using the applicable Products during such interim period, this Agreement shall apply to such use.

1.23 "**Samsara Software**" means the Apps, Firmware, and Hosted Software, and any improvements, modifications, patches, updates, and upgrades thereto that Samsara develops or provides in connection with this Agreement, and Support Services.

1.24 "**Samsara Software Systems**" means the Samsara Software and any networks, systems, products, services, or data of Samsara, its providers, its partners, its customers, or any other third party, integrated with or connected to such Samsara Software.

1.25 "**Services**" means the Samsara Software and Professional Services.

1.26 "**Support Services**" means the customer support services described at https://www.samsara.com/support and Documentation, but excluding any Professional Services.

2. Agreement to Terms. By signing this Agreement, or by executing an Order Form that references this Agreement, Customer agrees to be bound by the terms of this Agreement. Customer represents and warrants that it has the authority to sign this Agreement and that it otherwise has no other obligations that conflict with the terms contained herein. If Customer does not agree to the terms of this Agreement, Customer should not use the Products. Customer may not use the Products if Customer is Samsara's direct competitor, as determined in Samsara's sole discretion, except with prior written consent.

3. Changes to Terms. Samsara may modify the terms of this Agreement at any time, in its sole discretion. If Samsara does so, it will notify Customer in writing. Should Customer continue to use the Products thirty (30) days after Samsara has provided such notice without written objection, Customer will be deemed to have accepted the modified Agreement. If Customer does not agree to be bound by the modified Agreement, then it must provide written objection within thirty (30) days of Samsara's modification notice and may continue to use the Products under the unmodified Agreement for the remaining term set forth in the applicable Order Form.

4. License. Subject to the terms and conditions specified in this Agreement or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software (i) in accordance with the Documentation, (ii) for the number and type of Samsara Software licenses specified in the

applicable Order Form and solely the functionality included therein, and (iii) starting from the applicable License Start Date until the License Expiration Date set forth in such Order Form or the earlier termination of such Order Form or this Agreement. The Support Services and Service Level Agreement in Exhibit B are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware is contingent upon Customer purchasing and maintaining a valid license to the Samsara Software. For clarity, the license for Samsara Software that is provided in conjunction with a Hardware unit is only valid for use with that Hardware unit, unless the Hardware unit is replaced pursuant to the Hardware Warranty Policy set forth in Exhibit B (Samsara Hardware Warranty and RMA Policy).

5. License Restrictions. Customer agrees not to do or attempt to do any of the following without Samsara's express prior written consent: (i) resell, white label, or reproduce the Samsara Software or any individual element within the Samsara Software, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Samsara Software; (ii) access, tamper with, or use non-public areas of the Samsara Software Systems; (iii) gain unauthorized access to, interfere with, disable, or disrupt the integrity or security of the Samsara Software Systems; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented to protect the Samsara Software Systems or enforce a contractual usage limit; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Samsara Software to any third party; (vi) decipher, decompile, disassemble or reverse engineer any aspect of the Samsara Software, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Samsara Software for any competitive purpose; (ix) perform benchmark testing on the Samsara Software; (x) use the Samsara Software to store or transmit Malicious Code; (xi) use the Products to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute infringing, libelous, defamatory, harassing, threatening, or otherwise unlawful or tortious material; or to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute material in violation of third-party privacy rights; (xii) violate any applicable law or regulation; or (xiii) authorize, permit, encourage, or enable any other individual or entity to do any of the foregoing. Samsara has the right to investigate violations of this Section or conduct that affects the Samsara Software Systems and immediately suspend or terminate any or all of Customer's access to the Samsara Software if it reasonably suspects or determines that Customer has violated this Section. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Hardware Installation and Equipment Maintenance. Except as otherwise noted in the Quote, Customer is responsible for installation of the Hardware and ongoing maintenance of any Equipment. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any Equipment. If Customer is unable to install the Hardware or to conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or maintenance of the Equipment can lead to damage of such Equipment or dangerous or life-threatening conditions, which can cause property damage, bodily injury, or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara's Cable Exchange Policy, please see the Cable Exchange Policy section in Exhibit B.

7. Product Updates.

7.1 General. Samsara continuously improves the Products, and may from time to time (i) update the Samsara Software and cause Firmware updates to be automatically installed onto Hardware; (ii) update the Apps; or (iii) upgrade Hardware equipment to newer models. Samsara may change or discontinue all or any part of the Products, at any time and without notice, at Samsara's sole discretion. If Samsara discontinues supporting a Hardware model and associated Samsara Software that Customer has ordered from Samsara in accordance with this Agreement prior to the applicable License Expiration Date without offering to replace them with an updated or comparable version or model, Customer may terminate the applicable Order Form with respect to the applicable Products and request a Refund for such Products. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

7.2 Pre-Launch Offerings. From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer. Should Customer opt to use Pre-Launch Offerings: (i) Customer agrees to assume sole responsibility and all risk, and waive and release Samsara from any claimsdirectly or indirectly arising from or related tothe Pre-Launch Offerings; and (ii) except to the extent legally prohibited from taking on indemnification obligations, Customer agrees to, without limitation defend, indemnify, and hold harmless Samsara from any third party claims arising from or related to, directly or indirectly, the Pre-Launch Offerings. PRE-LAUNCH OFFERINGS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under this Agreement.

7.3 Feedback. Customer agrees to use commercially reasonable efforts to provide feedback to Samsara regarding the Products upon request and agrees that Samsara shall have all rights, title, and interest in and to all comments, suggestions, and other feedback (collectively, "**Feedback**") provided by Customer to Samsara related to the Products. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in such Feedback to Samsara, and Samsara hereby accepts such transfer.

8. Payment, Shipping, and Delivery. Customer's payment and billing terms are set forth in the Order Form. Unless otherwise set forth herein or in the applicable Order Form, all payments made to Samsara under an Order Form are non-refundable. Samsara may submit Customer contact information and information related to the timeliness of

Customer's payments to credit rating, credit reporting, or similar agencies. Customer is responsible for all payments of applicable taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"), however designated or incurred under this Agreement. If Samsara has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Samsara will invoice Customer and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. Unless required by applicable law, Samsara will not provide retroactive Tax refunds or credits to Customer. Subject to applicable legal requirements, any Tax refund or credits provided to Customer shall be at Samsara's sole discretion, and Samsara reserves the right to charge the Customer reasonable fees and costs associated with processing such Tax refund or credit. All shipments are FOB (2010) Origin, Freight Prepaid, and Charged Back.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify Samsara and de-activate such Account or change the Account's login information. Authorized Users may only use the Samsara Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

10. Customer Data.

10.1 Ownership and Usage. Customer Data is accessible via the Samsara Software. Customer owns all Customer Data, and Samsara will keep Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating and providing the Products. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara will not share Customer Data without Customer consent, except when the release of data is compelled by law or permitted herein. Samsara may collect and use analytics, statistics or other data related to the Customer Data and Customer's use of the Products(i) in order to provide the Products to Customer; (ii) for statistical reporting and use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Products; including by providing such data to third party services for the aforementioned purposes. Such use shall survive the termination of this Agreement, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. Customer may export Customer Data at any time during the term of this Agreement through the export features in the Samsara dashboard or via the Samsara API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API. If this Agreement terminates or expires and Customer does not renew, Customer Data may be immediately deleted.

10.2 Customer Data Representation and Warranty. Customer represents and warrant that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data in accordance with this Agreement (ii) no Customer Data infringes upon or violates any individual or entity's intellectual property rights, privacy, publicity or other proprietary rights and (iii) Customer will adhere to all applicable state, federal and local laws and regulations in the conduct of its business in relation to Samsara and its receipt and use of the Products. EXCEPT TO THE EXTENT LEGALLY PROHIBITED FROM TAKING ON INDEMNIFICATION OBLIGATIONS, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.2.

10.3 The "Data Protection Addendum" at https://www.samsara.com/legal/data-protection-addendum reflects the Parties' agreement with respect to the terms governing any Processing of Personal Data (as defined therein) by Samsara on the Customer's behalf in relation to this Agreement.

11. Confidentiality.

11.1 Confidential Information. "**Confidential Information**" means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as "confidential" or "proprietary" at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Samsara Confidential Information includes any information related to the Products, including the pricing thereof, Samsara Software Systems, or Samsara customers or partners, and any data or information that Samsara provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party's confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; (iv) is independently developed by the receiving Party without use or knowledge of or reference to any

Confidential Information of the disclosing Party; or (v) as otherwise required by law subject to the terms of this Section.

11.2 Confidentiality Obligations. The receiving Party agrees: (i) to maintain the disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any employees, agents, or third party service providers of receiving Party in performing under this Agreement under reasonable confidentiality obligations, or except as authorized by disclosing Party); and (iii) not to use any such Confidential Information for any purpose except to perform under this Agreement or as authorized by the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party may disclose the disclosing Party's Confidential Information to the extent required by law or regulation, including any applicable public record request laws, provided that unless prohibited by applicable law or regulation, the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party's expense in preventing, limiting, or protecting such disclosure.

12. Proprietary Rights.

12.1 Samsara Software. Samsara and its licensors exclusively own all right, title and interest in and to the Samsara Software that Customer accesses or licenses, including all associated intellectual property rights. Customer acknowledges that the Samsara Software is protected by copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in the Samsara Software to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under this Agreement. Except for the express rights granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

12.2 Firmware. The Firmware is licensed, not sold. Except in the case of a free trial and subject to the Product Trial Hardware Returns policy set forth in Exhibit B (Samsara Hardware Warranty and RMA Policy), Customer owns the Hardware on which the Firmware is recorded. Samsara retains ownership of the copy of the Firmware itself, including all intellectual property rights therein. Customer acknowledges that the Firmware is protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Samsara reserves all rights in the Firmware not expressly granted to Customer in this Agreement. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Samsara and its licensors.

13. Connectivity Data Usage. A Samsara Software license only includes connectivity data to the extent such license SKU is identified as including connectivity data and sets forth the amount of connectivity data included. To the extent connectivity data is included in a Samsara Software license, connectivity between the applicable Hardware and the Samsara Software does not count towards the included connectivity data cap. Samsara reserves the right to limit access to personal entertainment streaming services through the Hardware connectivity. Connectivity data usage above any included connectivity data cap may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of hours of service logs. Customer may track any included connectivity data usage from the "Gateways" page within the "Settings" section of the Hosted Software dashboard.

14. Non-Samsara Products. The Products may contain links to or have the ability to integrate or interoperate with, import or export data to or from, provide access to, or be accessed by Non-Samsara Products (collectively, "Non-Samsara Product Integrations"). If Customer opts to use any Non-Samsara Product Integrations, including but not limited to with respect to the exchange of data between Products and Non-Samsara Products, Customer agrees to: (i) assume sole responsibility for and all risk arising from Customer's use of Non-Samsara Product Integrations and the content, functionality, or availability of any Non-Samsara Products, including waiving and releasing Samsara from any claims directly or indirectly related thereto; and (ii) without limitation, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to Customer's use of any Non-Samsara Product Integrations. SAMSARA PROVIDES NON-SAMSARA PRODUCT INTEGRATIONS "AS IS" WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE.

15. Publicity. Customer hereby grants Samsara permission to use the Customer name and logo on Samsara's website, press releases, customer lists, SEC filings, earnings calls, and investor and marketing materials to list Customer as a customer. However, Samsara will not use Customer's name, trademarks, or logos in any other way without Customer's prior consent. Customer agrees to abide by the terms of Samsara's Marks Usage Agreement available at https://www.samsara.com/resources/brand-assets/.

16. Term. The term of this Agreement begins upon the Effective Date and shall continue until the License Expiration Date for the last active Order Form or until otherwise terminated earlier as provided hereunder.

16.1 Termination for Material Breach. Either Party may terminate this Agreement upon a material breach by the other Party if such breach remains uncured for a period of thirty (30) days following receipt of written notice. If Customer materially breaches this Agreement, Samsara may terminate access to and use of the Services, at its sole discretion, until the breach is cured. If Samsara materially breaches this Agreement and such breach remains uncured after thirty (30) days, Customer will be entitled to provide a notice of termination and request a Refund. Unless otherwise set forth herein or in the applicable Order Form, an Order Form cannot be terminated prior to the License Expiration Date.

16.2 Termination for Non-Appropriation of Funds. The continuation of an Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the

applicable Order Form for Customer's then-subsequent fiscal year, Customer may terminate such Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates such Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

16.3 Effect of Termination. Upon any termination or expiration of the Agreement, the following Sections of this Agreement will survive: 5 (Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term) , 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Class Action Waiver), 21 (Governing Law), and 22 (General Terms). At the Customer's request, and subject to Samsara's data retention and backup policies, Samsara shall delete and remove any Customer Data on the Hosted Software.

17. Warranty and Warranty Disclaimers.

17.1 Hardware Warranty. Samsara provides a Hardware warranty as set forth in the Hardware Warranty Policy section of Exhibit B (Samsara Hardware Warranty and RMA Policy).

17.2 Warranty Disclaimers. EXCEPT AS EXPRESSLY PROVIDED UNDER THE LIMITED HARDWARE WARRANTY PROVIDED UNDER SECTION 17.1 (HARDWARE WARRANTY), THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SAMSARA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ACTIVE DRIVER AND PERSONNEL SUPERVISION IS REQUIRED EVEN WHEN THE PRODUCTS ARE IN USE, AND THE PRODUCTS ARE NOT A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY AND ALL SPEEDING, TOLLS, AND OTHER TRAFFIC OR LEGAL VIOLATIONS FOR ITS VEHICLES AND EQUIPMENT EVEN WHEN THE PRODUCTS ARE IN USE. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE NOT A SUBSTITUTE FOR SAFE AND LAWFUL DRIVING AND EQUIPMENT USE OR OTHER APPROPRIATE PERSONNEL OR WORKPLACE CONDUCT AS APPLICABLE AND THAT CUSTOMER SHALL NOT USE THE PRODUCTS AS A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. Samsara makes no warranty that the Products will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Samsara makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data.

18. Indemnification and Limitation of Liability

18.1 General Indemnification. Samsara will indemnify, defend and hold harmless Customer and its Affiliates, officers, directors, and employees, from and against any and all liabilities, losses, damages, claims, actions, proceedings, suits, costs, or expenses, including reasonable attorney fees for counsel retained by Customer relating to any third-party claims (collectively, "**Losses**"), to the extent directly arising out of any fraudulent, grossly negligent, reckless, or willful act or omission of Samsara or its employees, representatives, agents or contractors.

18.2 Third Party Intellectual Property Indemnification. Samsara will defend (or settle), at its expense, any actual or threatened third-party action, suit or proceeding against Customer ("Claim") to the extent such Claim is based on an allegation that Samsara's Products or any part thereof, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret, and will indemnify Customer for any costs, damages and reasonable attorneys' fees attributable to such Claim that are awarded against Customer. Samsara's obligations under this section are contingent upon: (a) Customer providing Samsara with prompt written notice of such Claim; (b) Customer providing reasonable cooperation to Samsara, at Samsara's expense, in the defense and settlement of such Claim; and (c) Samsara having sole authority to defend or settle such Claim. In the event that Samsara's right to provide the Products is enjoined or in Samsara's reasonable opinion is likely to be enjoined, Samsara may obtain the right to continue providing the Products, replace or modify the Products so that it becomes non-infringing, or, if such remedies are not reasonably available, terminate this Agreement without liability to Customer and Customer will be provided a Refund. THE FOREGOING STATES THE ENTIRE OBLIGATION OF SAMSARA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS. Samsara will have no liability under this section to the extent that any Claim results from: (a) modifications to the Products made by a party other than Samsara or a party acting on Samsara's behalf; (b) the combination, operation or use of the Products with equipment, devices, software or data not supplied by Samsara; (c) Customer's failure to use updated or modified versions of the Products provided by Samsara; (d) Samsara's compliance with any designs, specifications or plans provided by Customer; or (e) Customer's use of the Products other than in accordance with this Agreement or any Documentation.

18.3 No Consequential Damages. EXCEPT AS PROHIBITED BY APPLICABLE LAW NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF

SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LEGALLY PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

18.4 Cap. EXCEPT AS TO ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH HEREIN , A BREACH OF SECTION 7.2 OR SECTION 10.2 BY CUSTOMER, CUSTOMER'S PAYMENT OBLIGATIONS UNDER AN ORDER FORM OR EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY, INCLUDING TO THE OTHER PARTY AND ANY OF ITS AFFILIATES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS ($100).

18.5 EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND CUSTOMER.

19. Dispute Resolution. Unless Customer is legally prohibited by law from resolving disputes by arbitration, any dispute arising from or relating to this Agreement or Customer's use of the Products that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally and exclusively settled by confidential arbitration in the JAMS location nearest to the county in which Customer has its principal place of business, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("**JAMS Rules**") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes. The Parties agree that such arbitrator(s) shall have full authority to award preliminary and permanent injunctive relief, damages, and any other relief available in law, at equity, or otherwise pursuant to applicable law and that any emergency arbitrator(s) appointed in accordance with the JAMS Rules shall have authority to grant emergency relief in accordance with such rules.

20. Class Action Waiver. Except to the extent prohibited by applicable law, any proceedings to arbitrate or resolve any dispute arising from or relating to this Agreement or Customer's use of the Products in any forum will be conducted solely on an individual basis and not as a class action, consolidated action, private attorney general action, or other representative action. Customer expressly waives its right to file a class action, participate in a class action, or seek relief on a class basis. Unless Samsara agrees in writing otherwise, the arbitrator or other adjudicator will not consolidate more than one person or entity's claims.

21. Governing Law. This Agreement and any action related thereto will be governed by the laws of the state in which Customer has its principal place of business without regard to its conflict of laws provisions. Exclusive jurisdiction and venue for actions related to this Agreement or Customer use of the Products will be the state and federal courts located in or nearest to the county in which the Customer has its principal place of business, and both parties consent to the jurisdiction of such courts with respect to any such actions.

22. General Terms.

22.1 Entire Agreement. This Agreement together with any amendments or addenda thereto and any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and Customer regarding the Products, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Samsara and Customer regarding the Products. If there is a conflict between the terms of an Order Form and the terms of this Agreement, then the terms of the Order Form controls over the terms of this Agreement; provided that, to the extent applicable, (a) if a purchase or procurement under a Purchase Order is also documented by a Quote, notwithstanding anything to the contrary in this Agreement or the applicable Purchase Order, (i) to the extent there is a conflict between such Purchase Order and such Quote, the terms of the Quote shall prevail, and no additional terms included in such Purchase Order that are not included in such Quote shall apply; and (ii) Customer shall ensure such Purchase Order references, and reflects identical terms and conditions to, such Quote; and (b) for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samara, or the applicable Purchase Order, to the extent there is a conflict between such Purchase Order and such reseller agreement, the terms of the reseller agreement shall prevail, and no additional terms included in such Purchase Order that are not included in such reseller agreement shall apply. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

22.2 Acceptable Use. Customer may not, and may not allow any third-party, including its Authorized Users, to (a) use the Products: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose or (ii) to violate, or encourage the violation of, the rights of others which includes, without limitation, legal rights (e.g., intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language, religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably determined by Samsara; or (b) engage in abusive, harassing, threatening, offensive, or otherwise improper conduct towards Samsara or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation,

please email abuse@samsara.com or submit an anonymous concern via samsara-external.ethicspoint.com.

22.3 Assignment. Customer may not assign or transfer this Agreement, by operation of law or otherwise, without Samsara's prior written consent. Any attempt by Customer to assign or transfer this Agreement, without such consent, will be null. Samsara may freely assign or transfer this Agreement without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their successors and permitted assigns.

22.4 Export Restrictions. Customer shall not use the Products in violation of applicable export control or sanctions laws of the United States or any other applicable jurisdiction. Customer shall not use the Products if Customer is or is working on behalf of any restricted person or entity, including those listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, the State Department's Debarred list, or similar denied parties list without prior authorization by the U.S. Government. Customer shall not export, re-export, or transfer the Products if for use directly or indirectly in any prohibited activity described in Part 744 of the U.S. Export Administration Regulations, including certain nuclear, chemical or biological weapons, rocket systems or unmanned air vehicle end-uses.

22.5 Samsara 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 any work subcontracted to perform under this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

22.6 The Parties affirm, for the duration of the Agreement, that they will not knowingly violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a Party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for any damages resulting therefrom.

22.7 **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.

22.8 **Compliance with Alabama Immigration Law:** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

22.9 **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.

22.10 **Insurance:** For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this Agreement, as proof thereof, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

(1) Bodily injury liability:

$250,000 each person

$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence.

Or, (in lieu of (1) and (2) above

(3) Bodily injury and property damage combined –

$500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:

$250,000 each person

$500,000 each occurrence

(2) Property damage liability - $100,000 each

occurrence.

(3) Or, (in lieu of (1) and (2) above)

Bodily injury and property damage combined –

$500,000 per occurrence

c. Professional liability insurance: Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

d. Workers compensation that meets statutory requirements

22.11 Force Majeure. Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached this Agreement, for any failure to perform or delay in performing its obligations under this Agreement due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.

22.12 Financed Purchases and Other Payment Arrangements. If you are accessing the Products through a financing entity ("Lender"), the terms in this Section shall apply. Any obligation you may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim as between you and Lender, unless agreed to otherwise in the separate financing agreement ("Financing Agreement") you enter into with the Lender to finance your purchase of the Products. You acknowledge and agree that when you execute the Financing Agreement, the Lender is prepaying Samsara for the Products on your behalf and such prepayment is final and cannot be refunded by Samsara unless otherwise provided under this Agreement. You accept the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect your rights against Samsara as limited by this Agreement, or Samsara's obligations to you under this Agreement. If you choose to discontinue use of the Products for any reason, you will continue to be liable for any outstanding payment obligations specified in the Financing Agreement. If you have any claim against or dispute with Samsara, you may not take action by reason of such claims against Lender. If you are purchasing through a Lender, Samsara may terminate your access to the Products should you breach this Agreement or the terms of the Financing Agreement. Any Refunds issued by Samsara under this Agreement for Product purchases financed under a Financing Agreement shall be remitted to the Lender, and any impact such remittance may have on your remaining payment obligations to Lender is governed by the Financing Agreement. Subject to the other terms of this Section (Financed Purchases and Other Payment Arrangements), in the event Samsara consents, in its sole discretion, to granting Customer's request for payment under an Order Form to be made by a Customer Affiliate, Lender, or any other third party authorized by Customer to make purchases or payments on behalf of Customer ("Payment Arrangement"), Customer represents and warrants that (i) such Payment Arrangements are made for legitimate business purposes and are in compliance with all applicable laws, including but not limited to tax laws, and (ii) Customer remains directly liable for all obligations, including all payment obligations, under this Agreement and such Order Form.

22.13 Notices. Any notices provided under this Agreement must be made in writing. Notices to Samsara must be made via email to the email address below. Courtesy copies to either Party may optionally be provided to the office address set forth below via: (i) personal delivery, (ii) overnight courier delivery, or (iii) registered or certified mail, return receipt requested. If a different San Francisco, California, USA headquarters address for Samsara is provided on Samsara's website at https://www.samsara.com/company/contact/ than the address set forth below, such different address should be used instead, with attention to the Legal Team.

Samsara Inc.

Email: legalnotices@samsara.com

Telephone: (415) 985-2400

Address: Attn: Legal Team, 1 De Haro Street, San Francisco, CA 94107

22.14 Remedies. Either party's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

[END OF TERMS AND CONDITIONS, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Master License and Services Agreement effective as of the Effective Date, which if not specified earlier in this Agreement shall be the later date set forth below.

SIGNATURES

City of Mobile:	Samsara Inc.
By:_____	By:_____
Name:_____	Name: Ming Tam
Title: _____	Title: Vice President, Legal
Date: _____	Date: June, 27, 2023

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on June, 27, 2023 in Belmont (city),

California (state) _____ (Zip Code) 94002

_____

Signature of Authorized Officer or Agent

Ming Tam, Vice President, Legal

_____

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

On This the _____ Day of _____, 20_____.

_____

NOTARY PUBLIC

My Commission Expires: _____

See Attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

Subscribed and sworn to (or affirmed) before me on this 27 day of June, 2023, by Ming Tam,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

C. SANCHEZ
Notary Public - California
Santa Clara County
Commission # 2334261
My Comm. Expires Oct 22, 2024

(Seal)

Signature

EXHIBIT A

SAMSARA HARDWARE WARRANTY AND RMA POLICY

Samsara's Hardware Warranty and RMA Policy is set forth below and is subject to the Parties' Master License and Services Agreement ("Agreement"). All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

HARDWARE WARRANTY POLICY

If Customer is experiencing technical issues, please visit our Support Page at www.samsara.com/support, where you will find many resources to help troubleshoot issues, or contact our Customer Support team for technical assistance. Prior to submitting a Hardware Warranty claim pursuant to this Policy, you must first use all reasonable efforts to find a solution on our Support Page linked above and/or contact our Customer Support team and assist in Samsara's troubleshooting efforts.

Scope of the Samsara Hardware Warranty

Samsara stands behind its Hardware. Hardware that requires a valid license to function (i.e., Hardware Products associated with a license with a "LIC-" prefix in the applicable SKU) has a warranty that lasts for as long as Customer maintains a valid license for such Hardware.

All other Hardware (e.g., accessories and cables) comes with a one-year warranty as of the date of ship2ment. During the applicable warranty period, Hardware units exhibiting material defects will be replaced free of charge as described in this Hardware Warranty Returns section. Customers are responsible for replacing any batteries for Hardware and shall do so in accordance with any applicable Documentation.

Samsara warrants that, during the applicable warranty period, eligible Samsara Hardware will not malfunction due to a defect in Hardware materials or workmanship under Normal Use Conditions (as defined below), subject to the limitations and conditions set forth in the Terms and this Hardware Warranty Policy section of the Hardware Warranty and RMA Policy (the "Hardware Warranty"). "Normal Use Conditions" means ordinary use as intended under intended conditions in accordance with the Documentation.

Upon Samsara's approval of a warranty claim provided in accordance with this Hardware Warranty Policy section, Samsara will, at its sole discretion, do one of the following (1) repair the Hardware free of charge, (2) replace the Hardware (with the same Hardware or that of substantially similar functionality) free of charge, or (3) to the extent repairing or replacing the Hardware proves commercially unreasonable, terminate the Customer's Order Form(s) for the affected Products and provide a Refund for such Products. To the maximum extent permitted by applicable law, the foregoing constitutes the Customer's sole and exclusive remedy and Samsara's sole and exclusive obligation for any breach of this Hardware Warranty.

This Hardware Warranty only applies to the extent the Customer is up-to-date on its payment obligations. Furthermore, it does not apply (1) to non-Samsara branded products or services, even if sold with Samsara Products; (2) to consumable parts (including batteries), cosmetic damage, normal wear and tear, or aging; (3) if the defect is not reproducible; (4) to circumstances such as accidental or incidental damage, indirect damage, loss, theft, abuse, misuse, misapplication or unauthorized disassembly of or to the Hardware; (5) if the Hardware has been defaced (e.g., the serial number has been removed); (6) if the Hardware is installed, maintained, operated or used in a way that does not comply with the Agreement, Documentation, or other written instructions provided by Samsara; (7) if the defect or damage is caused by an improper voltage supply or the use of third party components, materials, accessories (including cables), products and/or software that are not expressly approved or supplied by Samsara; (8) if the defect or damage is caused by any attempt to service the Hardware other than by Samsara or its representatives; (9) if the defect or damage is caused by the Customer's or its representative's negligence, misuse, neglect, intentional acts or omissions, or breach of its obligations under the Agreement or this Hardware Warranty and RMA Policy; (10) if the Hardware, its functionalities or its capabilities have been altered, modified, repaired or tested by a party other than Samsara or its representatives, and/or without advance written permission of Samsara; and (11) if the Hardware is tampered with or otherwise damaged in a way or by events outside of Samsara's control, such as in the event of a car crash, fire, liquid contact, natural disaster or other external causes.

How to Submit a Warranty Claim

To request a return materials authorization ("RMA") under this Hardware Warranty Returns Policy, please contact Samsara Customer Support or submit an RMA request through the Hosted Software dashboard. When submitting an RMA request, you will need to provide the following information:

- Make and model
- Serial number
- Shipping address

If your RMA request is approved by Samsara, Samsara will provide you with an RMA number and a return shipping label for the defective Hardware units free of charge. We will ship all replacement Hardware once your RMA request has been approved and processed.

You must return the defective Hardware units to Samsara for receipt within thirty (30) days of Samsara issuing you the return shipping label. If Samsara does not receive the defective Hardware units within this thirty (30) day period, Samsara reserves the right to deactivate the defective device and/or charge you, and you agree to pay the fees and costs associated with the device replacement. In any event, to the extent Samsara sends you a replacement device, Samsara reserves the right to deactivate the defective device.

Upon return of any Hardware under a Hardware Warranty claim, Samsara may delete all data stored on the Hardware. Before submitting your Hardware Warranty claim and returning your Hardware to us, we therefore recommend that you make a backup copy of the content stored on the device by using the tools available on your Samsara Hosted Software dashboard or otherwise. Samsara disclaims all liability relating to Customer's loss of Customer Data or other data in connection with the return of Hardware under this Hardware Warranty Policy.

PRODUCT TRIAL HARDWARE RETURNS

In order to return Hardware units from a Product trial, please contact Customer's Samsara sales representative or email trials@samsara.com to request an RMA number prior to the end of your trial. If Customer's trial hardware was shipped to a country into which Samsara generally sells Products, Customer will also be able to print out a return shipping label and ship the Hardware units back to Samsara at no charge to Customer. If Customer does not proceed with purchasing the applicable Samsara Software Products following Customer's trial, Customer must return the trial Hardware units to Samsara for receipt within thirty (30) days of the end of Customer's trial. If Samsara does not receive the trial Hardware units within this thirty (30) day period, Samsara reserves the right to deactivate the trial Hardware and/or charge Customer, and Customer agrees to pay the fees and costs associated with the Hardware units. At the end of your trial, Samsara may delete all data stored on trial Hardware, unless you purchase the applicable Samsara Products immediately following your trial. We therefore recommend that you make a backup copy of the content stored on the device by using the tools available on your Samsara Hosted Software dashboard or otherwise prior to the end of your trial. Samsara disclaims all liability relating to Customer's loss of Customer Data or other data in connection with the return or deactivation of trial Hardware hereunder or the failure to purchase the applicable Samsara Products immediately following your trial.

PRODUCT REFUND REQUESTS

If Customer is dissatisfied with its Samsara purchase for any reason, Customer may return Customer's Product purchase made under an Order Form for a full refund as described in this Product Refund Requests section. This refund option does not apply to Hardware replacements or upgrades, additional purchases of the same Product as previously purchased, Product purchases made after a trial or pilot period, or Product license renewals for which the Product license is renewed or extended beyond the Initial Term (collectively, "Refund Exceptions"). All Product returns must meet the following criteria:

- Customer purchased the Product from Samsara or through an authorized Samsara reseller
- Customer is the original purchaser of the Product
- The Product purchase does not fall under any Refund Exceptions
- The Product is not a license renewal for which the Product license is renewed or extended beyond the Initial Term
- Customer submits its Product Refund Request in writing as described below within thirty (30) days of the date of shipment to you of the applicable original Hardware procured under an Order Form
- The Product is in new or like-new condition, as determined by Samsara in its sole discretion

To request a refund under this Product Refund Requests section, please contact Samsara Customer Support to request an RMA number or submit an RMA request through the Hosted Software dashboard. If Customer refund request is approved, Samsara will provide Customer with an RMA number and a return shipping label free of charge. In order for the refund to be accepted and processed, Samsara must receive the Hardware units Customer is returning no later than thirty (30) days following the date the RMA number is issued. Once Samsara has received and inspected the Hardware units, Samsara will process the return. If Customer purchased through an authorized Samsara reseller, Customer's refund will be issued by that reseller. If Customer purchased directly from Samsara, Samsara will issue a refund of any unused pre-paid fees (as applicable), typically within thirty (30) days of receiving the Hardware return. Please contact your distributor or reseller for all refund requests of Products purchased through distributors or resellers.

HARDWARE UPGRADE OPTION AS NECESSARY FOR RENEWAL LICENSE ENABLEMENT

Upon renewal of Customer's Samsara Software license at the end of its then-active license term for a renewal license term of at least three (3) years, if upgraded Hardware that is generally available to Samsara customers is required to enable material functionality included in Customer's renewal license, Customer shall have the one-time option to receive such upgraded Hardware from Samsara for no additional charge beyond the renewal license fees at the then-applicable pricing. To exercise this option, Customer must notify Samsara in writing prior to the License Expiration Date of Customer's intent to renew such license and exercise such option so that Samsara may determine Customer's eligibility for such Hardware upgrade subject to the aforementioned terms and conditions.

CABLE EXCHANGE POLICY

Customers may exchange Hardware cables ordered under an Order Form at no cost as described in this Cable Exchange Policy section, subject to the following conditions:

- Customer submits its Hardware cable exchange request in writing within thirty (30) days of purchase by contacting Samsara Customer Support or by submitting a cable exchange request through the Hosted Software dashboard, unless a longer period is set forth in Samsara's Customer Success policies
- Customer's cable exchange request must include the following information: 1) Product Code/ SKU Number for cables you are returning, as well as quantity, 2) Product Code/ SKU Number for cables being requested, and quantity, 3) Shipping Address for new cables, and 4) Email Address for Return Label
- Samsara must receive the Hardware cables to be exchanged within thirty (30) days of Customer's submission of its exchange request
- Customer must return the Hardware cables to be exchanged in new or like-new condition, as determined by Samsara in its sole discretion

If the above conditions are not met, Samsara reserves the right to charge Customer, and Customer agrees to pay the fees and costs associated with replacing Hardware cables.

EXHIBIT B

HOSTED SOFTWARE SERVICE LEVEL AGREEMENT

This Service Level Agreement (this "SLA") is subject to the Parties' Master License and Services Agreement ("Agreement") and sets forth Samsara's obligations and Customers' rights with respect to the performance of Samsara's Hosted Software.

1. Definitions. For purposes of this SLA, the following terms have the meaning ascribed to each term below:

"Downtime" means when the Customer is unable to log into the Hosted Software dashboard due to failure(s) in the Firmware or Hosted Software, as confirmed by both Customer and Samsara. Please note that individual Hardware device failures are not considered downtime but may be covered under Samsara's Hardware Warranty Policy set forth in the Hardware Warranty Policy section of Exhibit A (Samsara Hardware Warranty and RMA Policy).

"Monthly Uptime Percentage" means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

"Service Credit" means the number of days of license to the Samsara Software that Samsara will credit to Customer in the form of a monetary credit applied to Customer's invoice after receipt of timely written notice of Samsara's failure to meet the Service Level Warranty, as required by Section 3 herein (Customer Must Request Service Credit).

2. Service Level Warranty. During the applicable Order Form term, the Hosted Software will have a Monthly Uptime Percentage of at least 99.99% in any calendar month (the "Service Level Warranty"). If the Monthly Uptime Percentage does not meet the Service Level Warranty in any calendar month, and if Customer is in compliance with its obligations under the Agreement or this SLA, then Customer will be eligible to receive a Service Credit as follows:

Monthly Uptime Percentage	**Number of Days of Service Credit**
< 99.99% – ≥ 99.9%	3
< 99.9% – ≥ 99.0%	7
< 99.0% – ≥ 90.0%	15
< 90.0%	30

3. Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Samsara in writing within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

4. Maximum Service Credit. The aggregate maximum amount of Service Credit to be issued by Samsara to Customer for all Downtime that occurs in a single calendar month will not exceed thirty (30) days.

5. Exclusions. The Service Level Warranty does not apply to any Products that expressly exclude this Service Level Warranty (as stated in the Documentation for such Products) or any Downtime caused in part or in full by any of the following: (i) strikes (other than strikes of a party's own employees), shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions (other than with respect to a party's own employees), earthquakes, material shortages, epidemic, disease, failure of utilities or communication or electronic systems, or any other causes that are beyond the reasonable control of a party so long as the parties use commercially reasonable efforts, including the implementation of business continuity measures, to mitigate the effects of such force majeure; (ii) Customer and/or third party equipment, systems, networks, or infrastructure (not within the primary control of Samsara); (iii) Customer's breach of the Agreement or this SLA or improper use of the Products(iv) a third party cloud-hosting, cellular, or internet service provider; (v) improper installation of or damage to the Hardware or partial or full disconnection of such Hardware from the Equipment; or (vi) any cause that is not solely failure(s) in the Firmware or Hosted Software.

6. Exclusive Remedy. This SLA states Customer's sole and exclusive remedy for any failure by Samsara to meet the Service Level Warranty.

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:
Casi Callaway, Office of Resilience

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
Authorize contract with Osprey Initiative, LLC for creation and delivery of litter-free education program to City of Mobile middle school students.

Amount of Contract:
$35,000

Effective Date of Contract:
8/1/2023

Renewal Date of Contract:
5/31/2024

Funding Source

Project # Litter-Free Education Program **Discretionary Funds**

Project String Gen. Fd. 10042070.42070 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution Letter	Resolution Letter	7/13/2023
Contract	Exhibit	7/13/2023
Cover Letter	Cover Memo	7/13/2023

REVIEWERS:

Department Reviewer	Action	Date

Public Works	Callaway, Casi	Approved	7/13/2023 - 1:28 PM
Accounting	Province, Scott	Approved	7/13/2023 - 1:19 PM
Legal	Kern, Chris	Approved	7/13/2023 - 3:07 PM
Legal	Kern, Chris	Approved	7/13/2023 - 3:08 PM
Mayors Office	Montgomery, Brandi	Approved	7/13/2023 - 3:24 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract between the City of Mobile and Osprey Initiative, LLC in the amount not to exceed $35,000 to begin upon execution. The contract is to develop and deliver litter-free education programming to sixth grade students across the City of Mobile, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

LITTER-FREE MOBILE EDUCATION PROGRAM

CONSULTANT: OSPREY INITIATIVE, LLC

CONTENTS

Definitions..... I

Standards..... II

Scope of Work..... III

Mutual Agreement..... IV

Basis of Payment.....V

Indemnity and Insurance Requirements.....VI

E-verify.....VII

Source of Funds for Payment.....VIII

Prohibition of Boycotting..... IX

Anti-Discrimination..... X

Consultant's Fee Schedule..... Exhibit A

Project Closeout Checklist..... Exhibit B

Certifications, Affidavits & Insurance..... Exhibit C

Procurement of Recovered Materials..... Exhibit D

Contract Provisions for non-Federal Entity Contracts Under Federal Awards ..... Exhibit E

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this____day of_____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and Osprey Initiative, LLC hereinafter called the "CONSULTANT").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the CONSULTANT setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONSULTANT - The firm assigned to perform professional services to develop the Litter-Free Mobile Education Plan. The firm so assigned to this project is **Osprey Initiative, LLC.**

NOTICE TO PROCEED - A written notice to proceed issued by the PROJECT MANAGER for any phase set out in Section III or for requested additional services.

PROJECT – Litter-Free Mobile Education Program, City of Mobile. The professional services include items as described in Section III of the contract as directed by the City, depending on the needs of the City. See Exhibit A for a location of the project.

PROJECT DELIVERY TEAM (PDT) – A combination of City staff and CONSTULTANT staff who will make interim and final decisions at each step of the PROJECT.

PROJECT MANAGER – An individual designated by the CITY as PROJECT MANAGER.

II. STANDARDS

The CITY hereby retains the CONSULTANT, and the CONSULTANT agrees to perform for the CITY all necessary professional services, as outlined in the Scope of Work, in connection with the PROJECT. Professional services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The CONSULTANT will meet the requirements for conformance with the standard specifications and applicable local ordinances and will ascertain the practices of the CITY prior to beginning any work on this project. All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this CONTRACT will be submitted to the CITY for review and administrative approval only.

All terms and conditions apply to the CONSULTANT, as well as any covered subcontractor(s) or vendor(s).

STANDARD OF PERFORMANCE

CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

III. SCOPE OF WORK

The CONSULTANT has been selected to develop a comprehensive Litter-Free Mobile Education Program to educate middle school students across the City of Mobile about litter in an informative, fun, and engaging way.

The CONSULTANT will regularly meet with the PROJECT MANAGER as Project Manager may schedule to provide status reports of progress and plan for any needed changes. The meeting schedule shall be updated until project completion.

The CONSULTANT shall submit, in writing, for the PROJECT MANAGER's approval, any project technical staff substitution or reassignment, throughout the duration of the Agreement. The PROJECT MANAGER shall approve technical staff substitution or reassignment prior to appointment by the CONSULTANT. The PROJECT MANAGER maintains the right to suspend the work wholly or in part due to any inadequacies in the CONSULTANT's project technical staffing.

The CONSULTANT shall maintain strict review of progress of the project. A monthly task completion report shall be submitted to the PROJECT MANAGER. The monthly report will be dated the Monday following the reported period, delivered via email or E-Builder.

The CITY reserves the right to appoint department representatives to observe all plans and works of the CONSULTANT. The appointed CITY representative shall have access to all work related to the PROJECT.

The scope of work is divided into three project Tasks:

1. Develop Project Management Plan
2. Development of Education Program
3. Osprey Classroom Instruction

The implementation of a litter education program has the potential to reduce littering in three important ways: 1) increase awareness about the impact litter has on the environment and community; 2) install a sense of responsibility and ownership of one's trash, environment, and community, and 3) empower youth to educate others about litter's impacts. Education is key to reducing litter and sharing information is the best way to encourage conscientious stewardship of Mobile.

Task 1 - Development of Program Management Plan

The CONSULTANT and PROJECT MANAGER will first confirm the scope of services, expectations for communications, and respective roles as well as the plan, including timelines for the Education Program's delivery.

1) Establish ground rules and define management activities:
   a. Upon contract award, the CONSULTANT, in coordination with the PROJECT MANAGER, will schedule a project initiation meeting to review the scope of services, proposed schedule, budget, deliverables, and frequency/method of communication.
   b. The CONSULTANT will use a digital project management system to facilitate communication between CONSULTANT and PROJECT MANAGER.
   c. CONSULTANT will provide a monthly written report on the status of the tasks and services.
   d. CONSULTANT will manage and upload a log of the challenges and change requests and provide a detailed account of solutions that can be used for future projects.

2) Establish timelines for completion of deliverables over the term of the contract including the following:
   a. Presentation dates for which schools; and
   b. Expected number of students reached each month.

Task 1 Deliverables:

1) Project Initiation Meeting Agenda
2) Project Initiation Meeting Minutes
3) Detailed Project Management Plan
4) List of confirmed schools and grades of students booked for each
5) Meeting minutes and summary of comments from meeting

Task 2 - Development of Education Program

The CONSULTANT will develop the education program to be taught throughout the 2023/2024 academic school year.

1) Use Litter Literacy curriculum to design education program:
   a. CONSULTANT will tailor 20% of the curriculum to the local area and the remaining 80% will be based on national standards.
   b. CONSULTANT will ensure program is educational, age-appropriate and engaging.
   c. CONSULTANT will include the modified Escaped Trash Assessment Protocol (ETAP) and other hands-on activities in the program to reinforce the importance of the Litter-Free Mobile message.
   d. CONSULTANT will develop online pre-test, post-test, secondary post-test, and teacher evaluations.
2) Education program design which will include time for review and final approval by the PROJECT MANAGER.

Task 2 Deliverables:

1) Draft Educational Presentation Multimedia Elements
2) Take-Home Educational Materials
3) Complete Curriculum Plan and Learning Objectives

Task 2 – Osprey Classroom Instruction

The primary objective of this task is to present an education program that will meet the identified goals.

1) CONSULTANT will measure and compare initial level of litter awareness and environmental understanding among 6th graders using a pre-test before the presentation.
2) CONSULTANT will conduct in-school presentations at scheduled schools and host assembly presentations.
3) CONSULTANT will distribute a post-test immediately, and a secondary post-test 14-21 days (about 3 weeks) later to assess any information recidivism.

Task 2 Deliverables:

1) Final Report of all Tests and Evaluations performed
2) Monthly progress reports to Project Manager

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The CONSULTANT agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The PROJECT MANAGER and the CONSULTANT shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT. This contract shall extend to May 31, 2024.

B. The CITY may terminate this CONTRACT for any reason, with or without cause, by providing written notice to the CONSULTANT. In the event of termination, all finished and unfinished documents, data, GIS layers, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the CONSULTANT shall become the property of the CITY. In the event of termination, the CONSULTANT shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Item V.A.1., "Basis of Payment". The CITY may notify the CONSULTANT, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the project for more than ninety (90) consecutive days, the CONSULTANT may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the CONSULTANT each bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, or transfer his or its interest in this CONTRACT without written consent of the other party hereto.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the project period, which is estimated to be May 2024, unless otherwise amended or terminated in accord with other provisions of the contract. If the project period in the agreement is extended, and the CITY deems necessary, the CONTRACT time may be extended by mutual agreement between the CITY and the CONSULTANT, provided nothing contained in this CONTRACT will be deemed to limit or to reduce the CONSULTANT's duties and responsibilities for providing professional engineering services, nor to limit or reduce CONSULTANT 's liability for any breach thereof.

E. The CONSULTANT shall reimburse the CITY for attorney's fees incurred due to any breach by CONSULTANT of its obligations under the terms of this CONTRACT.

F. The parties acknowledge and agree that this CONTRACT, for all purposes including without limitation its formation, interpretation, and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court of Mobile County, Alabama shall be the exclusive venue for any and all claims or suits arising under this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the CONSULTANT for professional services as identified in Section V shall be made *only* in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the CONSULTANT for such work performed shall be compensated at the amounts stated in the Fee Schedule which is incorporated into this CONTRACT as Exhibit B. In all instances where disbursement of compensation is based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER. Payment will be made upon CONSULTANT presentation of and PROJECT MANAGER approval of a pay application demonstrating work performed.

CONSULTANT is responsible for payment of all expenses required to perform the work unless such expense is otherwise specifically attributed to the City herein. Such CONSULTANT expenses may include travel, data collection, meeting and event hosting (e.g., room rental, audio/visual setup, advertisement), software, printing, research fees, permits, licenses, and taxes.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Exhibit A, CITY agrees to pay the CONSULTANT, as compensation for such professional services, as shown in the Fee Schedule in Exhibit A and it is mutually agreed that compensation to the CONSULTANT will be as follows:

a. Compensation to the CONSULTANT shall be based on work performed and documented but shall be limited to the completion of the tasks in Exhibit A, which such completion shall be determined by the PROJECT MANAGER. The Fee Disbursement Schedule attached hereto as Exhibit A sets out the maximum amount to be disbursed for work performed under Section III and will be based on the completion of tasks identified in Exhibit A, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this agreement shall not exceed $35,000.00 (Thirty-Five Thousand Dollars).
b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from CONSULTANT's compensation, without limitation or waiver of any other remedy available to CITY for such failure. In the event of termination of this CONTRACT due to failure by the CONSULTANT to perform any and/or all of the CONSULTANT's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other consulting firms of its choice to complete the PROJECT. The CONSULTANT will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

B. LIMITATION OF CONSULTANT COMPENSATION

Notwithstanding any other provision of this CONTRACT or any NOTICE TO PROCEED to the contrary, total, and inclusive compensation and fees (including all phases) to be paid the CONSULTANT associated with the above-mentioned PROJECT shall not exceed $35,000.00 (Thirty-Five Thousand Dollars).

CITY or CONSULTANT may request modifications or changes in the Scope of Work as described in Section III. To the extent that the Scope of Work to be performed by CONSULTANT has been affected by such change mutually agreed upon and properly approved, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order and executed by both parties.

C. SUBCONTRACTORS

CONSULTANT'S proposal expressed CONSULTANT'S commitment to employ disadvantaged businesses as subcontractors as enclosed in Exhibit D. Consultant agrees to employ subcontractors as provided in Exhibit D, unless adjusted by mutual agreement, and must document evidence of employment of such subcontractors upon presentation of each pay application/invoice.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

B. INSURANCE

For the term of this Agreement, the Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability Insurance - public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence

Or (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined -
$500,000 per occurrence

b. Comprehensive - Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability $100,000 each occurrence

Or (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined - $500,000 per occurrence

c. Workers' Compensation/Employer's Liability: (when required by statute)

(1) Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the state of Alabama.

d. Professional Liability:

Minimum coverage limits of $1,000,000 each claim and Policy Aggregate

e. Excess/Umbrella Liability Insurance:

(1) Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
(2) Limit of Liability: $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate, and this sentence, shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

B. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The following language shall be required on the Certificate of Insurance:

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

The policy endorsements listed below are required and included as Exhibit D. The "Descriptions of Operations" box on the Certificate of Liability Insurance is included in the Exhibit as an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of the City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph B1, and B2, shall be endorsed to name City of Mobile as an Additional Insured
c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
e. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, CONSULTANT shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. CONSULTANT shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. REPRESENTATIVES FOR CITY AND CONSULTANT

The representative(s) for the City of Mobile are:
Casi Callaway, Chief Resilience Officer and Maitland Thull, Resilience Coordinator.

The representative(s) for the CONSULTANT are:
Donald W. Bates, Jr., Owner, Cassie Eldredge, Project Manager, David Kirk, Project Co-Lead, Evelyn DeAngelo, Project Co-Lead/Curriculum Development (Longleaf Consulting).

CONSULTANT IN CHARGE

The individual in charge at the CONSULTANT's firm is:
Donald W. Bates, Jr.

VIII. NOTICES

All notices of cancellation, requests, demands or other communications to Owner shall be in writing and duly delivered to the following address for **CITY**:

City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827
Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

And the **CONSULTANT**:

Cassie Eldredge, Project Manager
Osprey Initiative, LLC
2350 Halls Mill Rd
Mobile, AL 36606

IX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations, or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

X. DISPUTE RESOLUTION

Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

XI. LEGAL COMPLIANCE

The Consultant 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.

XII. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

XIII. SEVERABILITY CLAUSE

In case 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.

XIV. OPPORTUNITY TO CONSULT WITH COUNSEL

CONSULTANT acknowledges that they, have had an opportunity to consult with and be represented by counsel of CONSULTANT'S choosing in the review of this Agreement, that they, have been advised by the CITY to do so, that CONSULTANT is fully aware of the contents of the Agreement and of its legal effect, that the preceding paragraphs recite the sole consideration for this Agreement and that CONSULTANT enters into this Agreement freely, without duress or coercion, and based on the CONSULTANT'S own judgment and wishes and not in reliance upon any representation or promise made by the CITY, other than those contained herein. The CONSULTANT further represents and acknowledges that they, have been provided a reasonable period of time within which to review the terms of this Agreement.

XV. ASSERTION OF RIGHTS

Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

XVI. BREACH

In the event of any breach or apparent breach by Consultant of any of its obligations under the terms of this Agreement, and in the further event that Owner shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Consultant agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which Owner may incur with respect to Owner's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

XVII. IMMIGRATION COMPLIANCE (E-VERIFY)

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 CONTRACT and shall be responsible for all damages resulting therefrom

XVIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by the City under this contract is the Office of Resilience budget.

XIX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the CONSULTANT 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.

XX. ANTI-DISCRIMINATION

CONSULTANT shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE,
A Municipal Corporation

By: _____
William S. Stimpson
Its Mayor

ATTEST:

By: _____
Lisa C. Lambert
Its City Clerk

Osprey Initiative

By: Ellie Mellen

Its: Sr. Project Manager

Address: 2350 Halls Mill Rd
Mobile, AL 36606

Telephone: 251-525-9727

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Ellie Mellon, whose name as Sr. project manager of Osprey Initiative, LLC Consulting is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, that he/she as such Sr. project manager and with full authority, executed the same voluntarily for and as the act of said Water Institute of the Gulf on the day the same bears date.

Given under my hand this 13th day of July 2023.

Notary Public

Notary Public, Alabama State at Large
Sabrina Lynn Troutman
Expires 11/24/2025

EXHIBITS

Consultant's Fee Schedule..... Exhibit A

Project Closeout Checklist..... Exhibit B

Certifications, Affidavits & Insurance..... Exhibit C

Procurement of Recovered Materials..... Exhibit D

Contract Provisions for non-Federal Entity Contracts Under Federal Awards ..... Exhibit E

EXHIBIT A: CONSULTANT'S FEE SCHEDULE

PROJECT – Litter-Free Mobile Education Program

Payment – Payment will be made in two installations, upon receipt of program submission and upon receipt of identification of curriculum and staff to execute. The CONSULTANT will be paid based on the Education Program and the Program Management Plan meeting the PROJECT MANAGER's expectations. Those two items drive the remainder of the contract and must be completed prior to September 1, 2023. The education program delivery will be conducted through the end of the contract period, May 2024, with detailed and timely monthly reporting showing progress against the Program Management Plan.

Payment 1: Upon receipt and approval of Education Program	$15,000.00
Payment 2: Upon receipt and approval of the Detailed Program Management Plan	$20,000.00

Invoicing - CONSULTANT will provide invoices to the CITY once each of the above listed deliverables are complete.

Invoice 1: Completion and approval of Education Program	$15,000.00
Invoice 2: Completion and approval of Program Management Plan	$20,000.00
CONTRACT Not to Exceed	**$35,000.00**

EXHIBIT B: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for project closeout:

- A written certification from the CONSULTANT that the PROJECT was completed according to the CITY approved specifications and contract documents.
- All Project Documents and Defined Deliverables in one or more of the below formats.
    - Hard Copy
    - Word
    - PDF
    - Excel
- Hard Copy of Contract Documents:
    - Special Provisions
    - Articles of Agreement
    - Supplemental Specifications
- Electronic (Word) copy of the Contract Documents
- All Test Reports
- Other electronic files
- Correspondence affecting Design and/or Construction

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

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

ONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
ESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT
FEB	MAY	AUG	NOV
MARCH	JUNE	SEPT	DEC

FINAL _____

riginal 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)
	$	$	$	

structions: 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. the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

BE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
OTALS		$	$	$	

HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY TY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

INT NAME: _____

GNATURE: _____, _____ ___/___/____
(Title) (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Cassandra Eldredge (affiant) who, being duly sworn says as follows:

Project Manager of Osprey Initiative.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as project manager for Osprey that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said project manager is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1315487.

Project Manager of Osprey Initiative

Sworn to and subscribed before me this the 13th day of July, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

Notary Public, Alabama State at Large
Sabrina Lynn Troutman
Expires 11/24/2025

EXHIBIT D: PROCUREMENT OF RECOVERED MATERIALS

§ 200.323 Procurement of recovered materials.

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 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; 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.

EXHIBIT E: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) 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 CFR Part 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 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 CFR Part 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.

(E) 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 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that

the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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 awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See § 200.322 Domestic preferences for procurements.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lisa Joiner
Cadence Insurance 760 Howard Avenue 2nd Floor Biloxi MS 39530	PHONE (A/C, No, Ext): 228-436-5038 FAX (A/C, No): 228-256-8908 E-MAIL ADDRESS: lisa.joiner@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	OSPRINI-01
Osprey Initiative, LLC 651 Olive Avenue Fairhope AL 36532	

COVERAGES **CERTIFICATE NUMBER:** 376240585 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	ECP203817911	5/26/2023	5/26/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			FFX204058210	5/26/2023	5/26/2024	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured/waiver of subrogation status, if indicated above, applies only where required by written contract and is subject to full policy conditions/forms.

CERTIFICATE HOLDER

City of Mobile, AL
205 Government Street
Mobile AL 36644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

OSPRINI-01 NICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER License # 0C36861 San Diego-Alliant Insurance Services, Inc. 701 B St 6th Fl San Diego, CA 92101	CONTACT NAME: Nicole Ick PHONE (A/C, No, Ext): (619) 541-4832 FAX (A/C, No): E-MAIL ADDRESS: Nicole.Ick@alliant.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Liberty Mutual Insurance Company — 23043
INSURED Osprey Initiative, LLC c/o Personnel Management Inc. 242 Lynbrook Blvd Shreveport, LA 71106	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC5-39S-703065-023	5/18/2023	5/18/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of WC coverage

CERTIFICATE HOLDER

City of Mobile, AL
Government Plaza
205 Government Street
Mobile, AL 36644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Amy Nelson

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/11/2023

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PRODUCER

State Farm

Brenda Simkins State Farm
1303 S. Market St.
Pascagoula, MS 39567

CONTACT NAME: Amanda McCarra
PHONE (A/C, No, Ext): 228-762-4822 FAX (A/C, No): 844-659-7628
E-MAIL ADDRESS: amanda@brendasimkins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Osprey Initiative,LLC
651 Olive Ave.
Fairhope, AL 36532-2833

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO							
	☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			442 2877-D01-01	04/01/2023	10/01/2023	BODILY INJURY (Per person)	$ 250,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			531 8512-B17-01	02/17/2023	08/17/2023	BODILY INJURY (Per accident)	$ 500,000
							PROPERTY DAMAGE (Per accident)	$ 500,000
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Mobile
205 Government St.
Mobile, AL 36602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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July 13, 2023

Dear Councilmembers:

The purpose of this resolution is to approve a contract with Osprey Initiative, LLC to create a comprehensive litter education plan and implement it in middle schools across the City of Mobile. The consultant is charged with creating a plan that will motivate and engage the students while educating them about the harm littering causes to their community and environment. The plan will relay the message of "One Mobile Litter-Free" in an informative and fun manner that will encourage the proliferation of the message for a better, cleaner City of Mobile. The total amount of the contract is $35,000.00 and the funding comes from the Office of Resilience Budget.

The Scope of Work includes a project management plan, creation and development of an education program, and classroom instruction in the selected middle schools. The Consultant will work with the middle schools in the City of Mobile to best reach their students through assemblies, classroom instruction, and multimedia and take-home curriculum. The Consultant will conduct pre- and post-tests to assess the impact and reach of the program.

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

Sincerely,

Casi (kc) Callaway
Chief Resilience Officer

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management and Carleen Stout-Clark, Deputy Director of Real Estate Asset Management.

Sponsored by:

Councilmembers Penn & Gregory and Mayor Stimpson

Purpose and Scope of Project:

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches, and commercial areas. This easement continues the current efforts of constructing this ADA compliant biking and pedestrian path along Three Mile Creek.

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

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	7/7/2023
Resolution	Resolution Letter	7/7/2023
Easement Agreement	Backup Material	7/7/2023
MAP	Exhibit	7/7/2023

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Boatwright, Cassie	Approved	7/10/2023 - 9:59 AM 7/11/2023 - 5:27

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	7/13/2023 - 2:34 PM

July 6, 2023

Dear Councilmembers:

Attached to this memo is a recreational easement between the City of Mobile and The Mobile Area Water & Sewer System (MAWSS) to provide future access to the Three Mile Creek Greenway Trail. The associated recreational easement will allow the City to construct three portions of the trail between the Japanese Gardens and the trail head at Dr. Martin Luther King Avenue.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches, and commercial areas. This easement continues the current efforts of constructing this ADA compliant biking and pedestrian path along Three Mile Creek.

We look forward to continued communication on this important community project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmembers Gina Gregory and Corey Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts an Easement Agreement from the, the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,** a public corporation of Alabama, as needed for the Three Mile Creek Greenway Trail.

SAID DOCUMENT is by reference made a part of this resolution as fully as if set forth herein and copies will be on file in the office of the City Clerk and in the office of the Real Estate Department of the City of Mobile.

Adopted:

_____

City Clerk

EASEMENT AGREEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

THIS EASEMENT AGREEMENT is made and entered into as of the 29th day of June, 2023, by and among the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public corporation of Alabama (the "Grantor"), and the **CITY OF MOBILE**, a Municipal Corporation organized and existing under the laws of the State of Alabama (the "Grantee").

WITNESSETH:

WHEREAS, the Grantor is owner of certain property located in Mobile County, Alabama, which property is more particularly described on "Exhibit A," titled Easement Segment 1–Tract 3 as shown on "Exhibit A(1)," on "Exhibit B," titled Easement Segment 7N-Tract 2 as shown on "Exhibit B(1)," and on "Exhibit C," titled Easement Segment 5-Tract 2 as shown on "Exhibit C(1)," attached hereto and hereinafter collectively referred to as the "Easement Areas"; and

WHEREAS, the City of Mobile has developed a City-wide plan for a greenway recreational trail and land preservation purposes along various creeks, floodplains, and other areas in the City, including the Easement Areas; and

WHEREAS, the Grantee has requested and the Grantor is agreeable to granting perpetual non-exclusive easements over the Easement Areas for the limited uses set forth herein;

NOW, THEREFORE, Grantor, for and in consideration of the premises and the sum of One Dollar ($1.00) to it in hand paid, the receipt of which is hereby acknowledged, hereby conveys unto the said Grantee perpetual non-exclusive easements over the Easement Areas for public active or passive green space, including the right to maintain and make improvements approved by Grantor to the Easement Areas.

The grant herein shall be at all times subject and subordinate to the rights and needs of Grantor to operate and maintain its water and sewer system facilities.

GRANTOR AND GRANTEE agree as follows:

1. Any and all costs and expense of constructing, improving and maintaining the greenway recreational trail in the Easement Areas shall be borne by Grantee, its agents or assigns. These are non-exclusive easements and Grantor shall always have the right to enter the Easement Areas, but Grantor shall not have the obligation to conduct any of the foregoing activities all of which are the sole obligation of Grantee.

2. It is understood by the parties that both Grantor and Grantee fall within the provisions of Alabama Code Sections 35-15-1 et. seq and 35-15-20 et. seq.

3. The parties agree that Grantor's business operations are paramount to the Grantee and the public's use of the Easement Areas. Grantor reserves the right to continue to use the Easement Areas for its business operations and reserves the right to modify the Easement Areas as needed for the benefit of its business operations.

4. The parties contemplate the use of the Easement Areas by the general public; however, Grantee shall not have the right to grant easements over the Easement Areas to any third party without prior written consent of Grantor.

5. Grantee shall be responsible for complying with all federal, state, and local statutes, codes, or regulations applicable to its construction of improvements on the Easement Areas.

6. All water and sewer infrastructure owned by Grantor, located above and/or below ground, shall be identified, noted, and protected on construction plans for Grantee's improvements in the Easement Areas.

7. Grantor, in the necessary operation and maintenance of its sewer or water infrastructure may require the removal of any structures, features, or improvements which are constructed or placed upon the Easement Areas by Grantee, and such removal or replacement costs shall be at the sole expense of the Grantee.

8. Grantee, its agents and employees, in the construction, maintenance, and use of any improvements in the Easement Areas, will not be permitted to interfere with the operation and maintenance, nor alter the capacity or function of any water or sewer infrastructure owned by Grantor. Any damage to Grantor's water or sewer infrastructure resulting from activities or use of the Easement Areas by the Grantee, its agents and employees, will be repaired and/or replaced to Grantor's design capacity and function existing at the time of the damage, at Grantee's expense.

9. Any and all lands and/or improvements, disturbed in the utilization of the rights hereby granted will be restored by the Grantee to a condition substantially the same as existed immediately prior to said disturbance. Grantee must establish vegetation or provide other means of erosion control on all areas disturbed by any its activities on the Easement Areas and any erosion caused by its activities must be repaired by Grantee. The foregoing obligations of Grantee will all be performed at no cost to the Grantor.

10. Except as otherwise provided herein, Grantee does hereby obtain all rights and privileges necessary or convenient for use of said Easement Areas.

11. Grantor makes no representations or warranties, expressed or implied, as to the status of title or the physical condition of the Easement Areas, and expressly disclaims the foregoing. Grantee accepts the Easement Areas AS IS.

12. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year first above written.

[Signature Pages Follow]

BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF MOBILE, a
Public Corporation

By _____

Its: Director

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bud McCrory whose name as Director of the Board of Water and Sewer Commissioners of the City of Mobile, a public 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 above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 29th day of June, 2023.

Chastee Porter
Notary Public, State of Alabama
My Commission Expires: 11/12/2023

IN WITNESS WHEREOF, this instrument is executed this the _____day of _____, 2023.

GRANTOR:
CITY OF MOBILE, a Municipal Corporation

By_____
William S. Stimpson, Mayor

ATTEST:

_____
Lisa C. Lambert, City Clerk

Grantee
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

Grantor:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by
City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

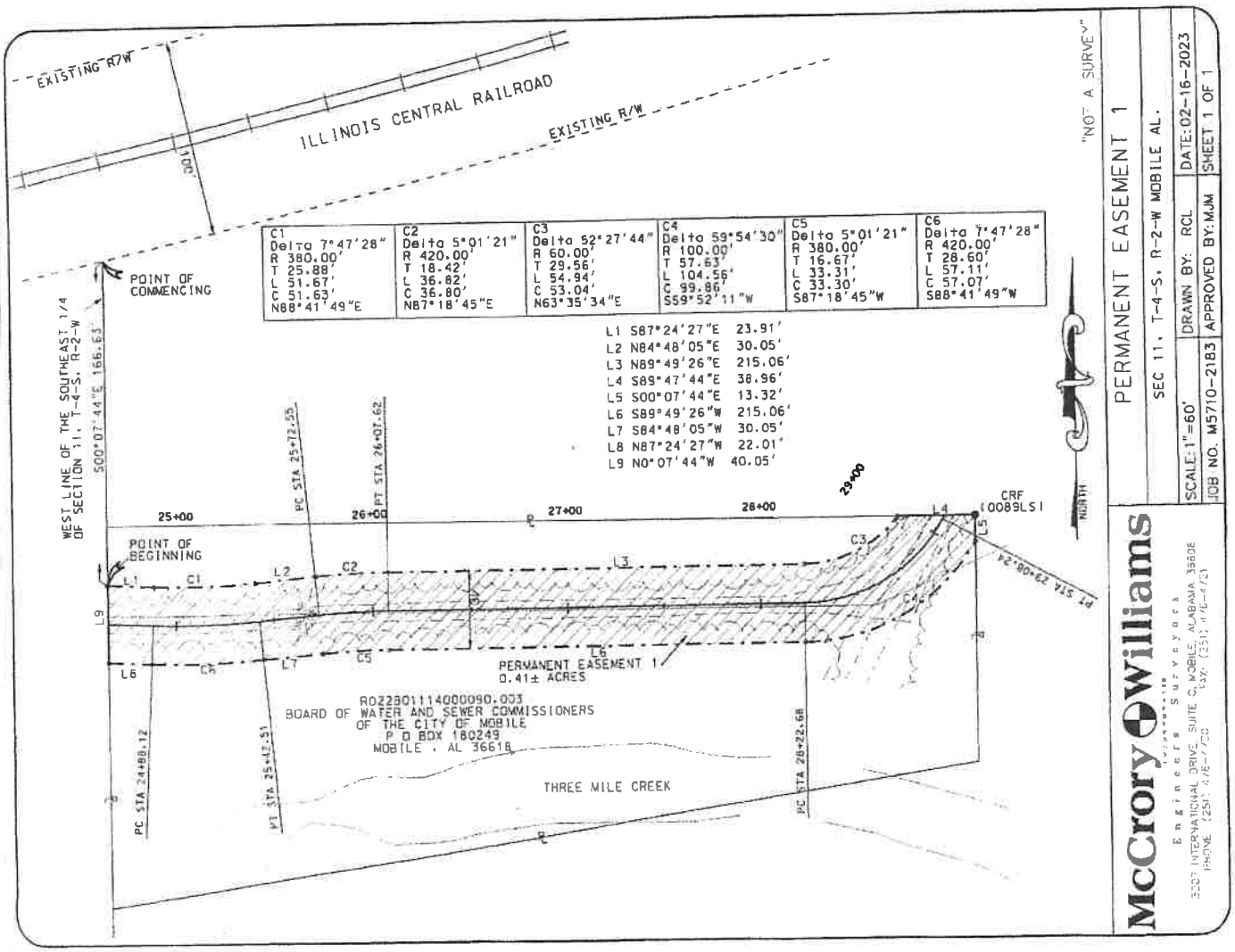
"EXHIBIT A"

Easement Segment 1 – Tract 3
Mobile Greenway Initiative

STATE OF ALABAMA
COUNTY OF MOBILE

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE ILLINOIS, CENTRAL RAILROAD AND THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP-4-SOUTH, RANGE-2-WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 0°07'44" EAST, ALONG SAID WEST LINE 166.63 FEET TO A POINT ON THE GRANTORS WEST PROPERTY LINE AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE RUN SOUTH 87°24'27" EAST, 23.91 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, AN ARC DISTANCE OF 51.67 FEET (THE CHORD BEARS NORTH 88°41'49" EAST, AND MEASURES 51.63 FEET); THENCE RUN NORTH 84°48'05" EAST, 30.05 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FEET, AN ARC DISTANCE OF 36.82 FEET (THE CHORD BEARS NORTH 87°18'45" EAST, AND MEASURES 36.80 FEET); THENCE RUN NORTH 89°49'26" EAST, 215.06 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 54.94 FEET (THE CHORD BEARS NORTH 63°35'34" EAST, AND MEASURES 53.04 FEET); THENCE RUN SOUTH 89°47'44" EAST, 38.96 FEET; THENCE RUN SOUTH 0°07'44" EAST, 13.32 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 104.56 FEET (THE CHORD BEARS SOUTH 59°52'11" WEST, AND MEASURES 99.86 FEET); THENCE RUN SOUTH 89°49'26" WEST, 215.06 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, AN ARC DISTANCE OF 33.31 FEET (THE CHORD BEARS SOUTH 87°18'45" WEST, AND MEASURES 33.30 FEET); THENCE RUN SOUTH 84°48'05" WEST, 30.05 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FEET, AN ARC DISTANCE OF 57.11 FEET (THE CHORD BEARS SOUTH 88°41'49" WEST, AND MEASURES 57.07 FEET); THENCE RUN NORTH 87°24'27" WEST, 22.01 FEET; THENCE RUN NORTH 0°07'44" WEST, 40.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.41 ACRES MORE OR LESS.

EXHIBIT A(1)


EXISTING R/W
ILLINOIS CENTRAL RAILROAD
EXISTING R/W
300'
"NOT A SURVEY"
C1 Delta 7°47'28" R 380.00' T 25.88' L 51.67' C 51.63' N88°41'49"E
C2 Delta 5°01'21" R 420.00' T 18.42' L 36.82' C 36.80' N87°18'45"E
C3 Delta 52°27'44" R 60.00' T 29.56' L 54.94' C 53.04' N63°35'34"E
C4 Delta 59°54'30" R 100.00' T 57.63' L 104.56' C 99.86' S59°52'11"W
C5 Delta 5°01'21" R 380.00' T 16.67' L 33.31' C 33.30' S87°18'45"W
C6 Delta 7°47'28" R 420.00' T 28.60' L 57.11' C 57.07' S88°41'49"W
L1 S87°24'27"E 23.91'
L2 N84°48'05"E 30.05'
L3 N89°49'26"E 215.06'
L4 S89°47'44"E 38.96'
L5 S00°07'44"E 13.32'
L6 S89°49'26"W 215.06'
L7 S84°48'05"W 30.05'
L8 N87°24'27"W 22.01'
L9 N0°07'44"W 40.05'
POINT OF COMMENCING
WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 11, T-4-S, R-2-W
S00°07'44"E 166.63'
POINT OF BEGINNING
PC STA 25+72.55
PT STA 26+07.62
25+00
26+00
27+00
28+00
29+00
CRF (0089LS)
PT STA 29+08.24
PERMANENT EASEMENT 1
0.41± ACRES
R022301114000090.003
BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE
P O BOX 180249
MOBILE, AL 36618
THREE MILE CREEK
PC STA 24+88.12
PT STA 25+42.51
PC STA 28+22.68
NORTH
PERMANENT EASEMENT 1
SEC 11, T-4-S, R-2-W MOBILE AL.
SCALE: 1"=60'
DRAWN BY: RCL
DATE: 02-16-2023
JOB NO. M5710-2183
APPROVED BY: MJM
SHEET 1 OF 1
McCrory Williams
Engineers Surveyors
3307 INTERNATIONAL DRIVE, SUITE C, MOBILE, ALABAMA 36606
PHONE (251) 476-4720 FAX (251) 476-4721

"EXHIBIT B"

Easement 7N-Tract 2
Mobile Greenway Initiative

State of Alabama)

County of Mobile)

Beginning at the "reference iron" capped rebar (CA0085LS) located at the south end of the west property line of Lot 1, Boltz Lane Subdivision, Resubdivision of Lots 1 & 2, as recorded in Instrument 2018058701 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run North 20°-01'-17" West along the west line of said Lot 1 a distance of 78.81 feet; thence run North 45°-10'-31" East a distance of 94.95 feet to a metal fence; thence run North 65°-12'-44" East along said metal fence a distance of 150.40 feet; thence run North 63°-48'-24" East along said metal fence a distance of 153.21 feet; thence run North 60°-58'-48" East along said metal fence a distance of 135.69 feet; thence run North 60°-57'-01" East along said metal fence a distance of 262.81 feet; thence run North 60°-01'-30" East a distance of 241.47 feet; thence run North 42°-54'-55" East a distance of 128.27 feet; thence run North 55°-30'-07" East a distance of 63.40 feet to the east line of said Lot 1 and the west right-of-way line of Boltz Lane (35' r/w); thence run South 39°-10'-12" East along the east line of said Lot 1 and along said west right-of-way line a distance of 66.60 feet to a capped rebar (CA0085LS); thence run South 57°-15'-37" West a distance of 97.71 feet; thence run South 59°-25'-07" West a distance of 149.35 feet; thence run South 60°-44'-15" West a distance of 101.92 feet; thence run South 58°-50'-40" West a distance of 104.89 feet; thence run South 61°-07'-40" West a distance of 150.42 feet; thence run South 57°-23'-34" West a distance of 98.63 feet; thence run South 58°-27'-11" West a distance of 152.11 feet; thence run South 57°-34'-57" West a distance of 155.35 feet; thence run South 53°-03'-31" West a distance of 163.38 feet; thence run South 52°-41'-16" West a distance of 72.92 feet to the Point of Beginning. The described parcel contains 7.89 acres, more or less.

THIS IS NOT A BOUNDARY SURVEY

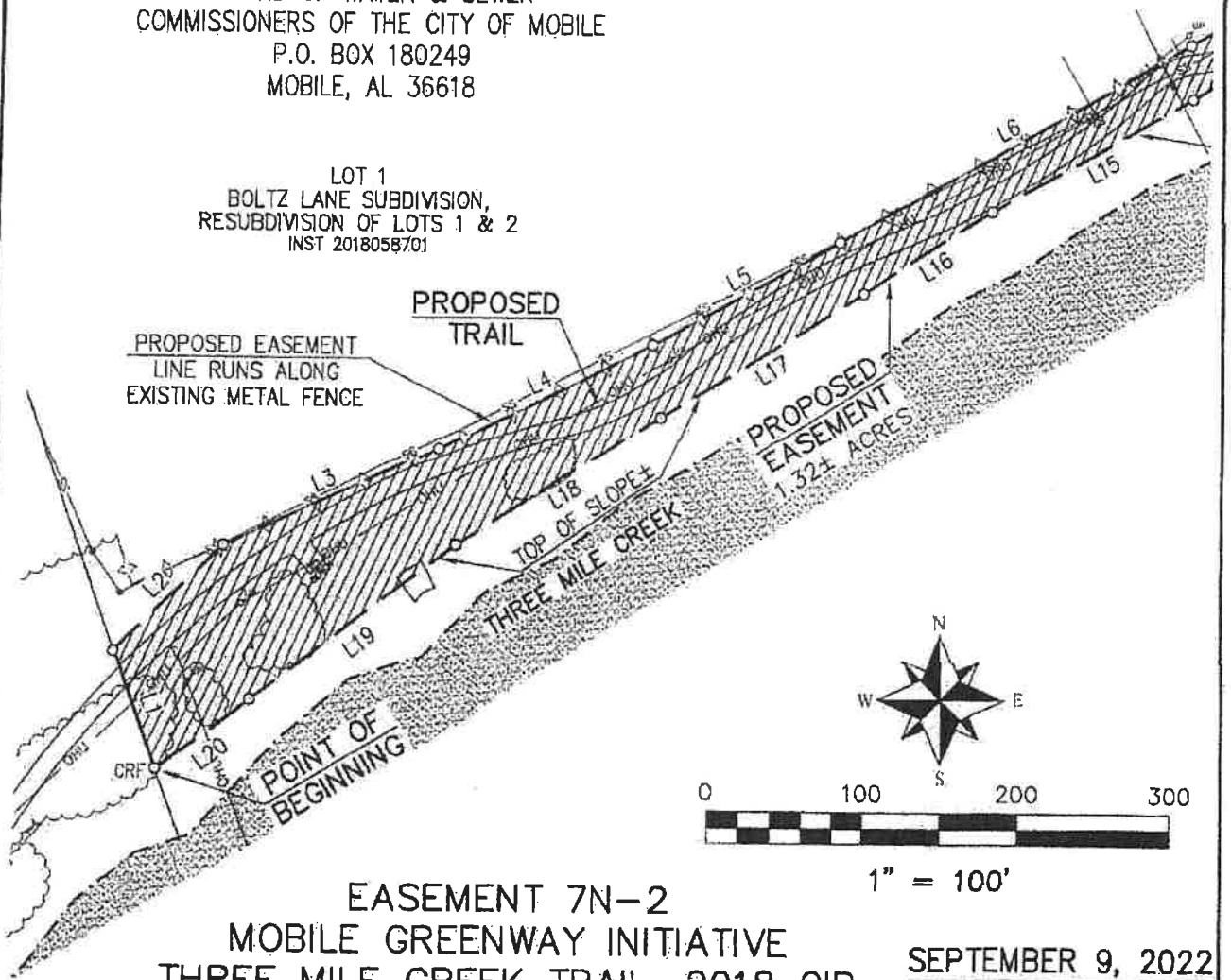
LEGEND

CRF	CAPPED REBAR FOUND (CA0085LS)
SSFM	SANITARY SEWER FORCE MAIN
SS	SANITARY SEWER GRAVITY LINE
	WROUGHT IRON FENCE
	TREE LINE
OHU	OVERHEAD UTILITY LINE
UP	UTILITY POLE

LINE	BEARING	DISTANCE
L1	N20°01'17"W	78.81'
L2	N45°10'31"E	94.95'
L3	N65°12'44"E	150.40'
L4	N63°48'24"E	153.21'
L5	N60°58'48"E	135.69'
L6	N60°57'01"E	262.81'
L7	N60°01'30"E	241.47'
L8	N42°54'55"E	128.27'
L9	N55°30'07"E	63.40'
L10	S39°10'12"E	66.60'
L11	S57°15'37"W	97.71'
L12	S59°25'07"W	149.35'
L13	S60°44'15"W	101.92'
L14	S58°50'40"W	104.89'
L15	S61°07'40"W	150.42'
L16	S57°23'34"W	98.63'
L17	S58°27'11"W	152.11'
L18	S57°34'57"W	155.35'
L19	S53°03'31"W	163.38'
L20	S52°41'16"W	72.92'

R02-29-07-42-0-004-310.000
R02-29-02-44-0-003-095.000
BOARD OF WATER & SEWER
COMMISSIONERS OF THE CITY OF MOBILE
P.O. BOX 180249
MOBILE, AL 36618

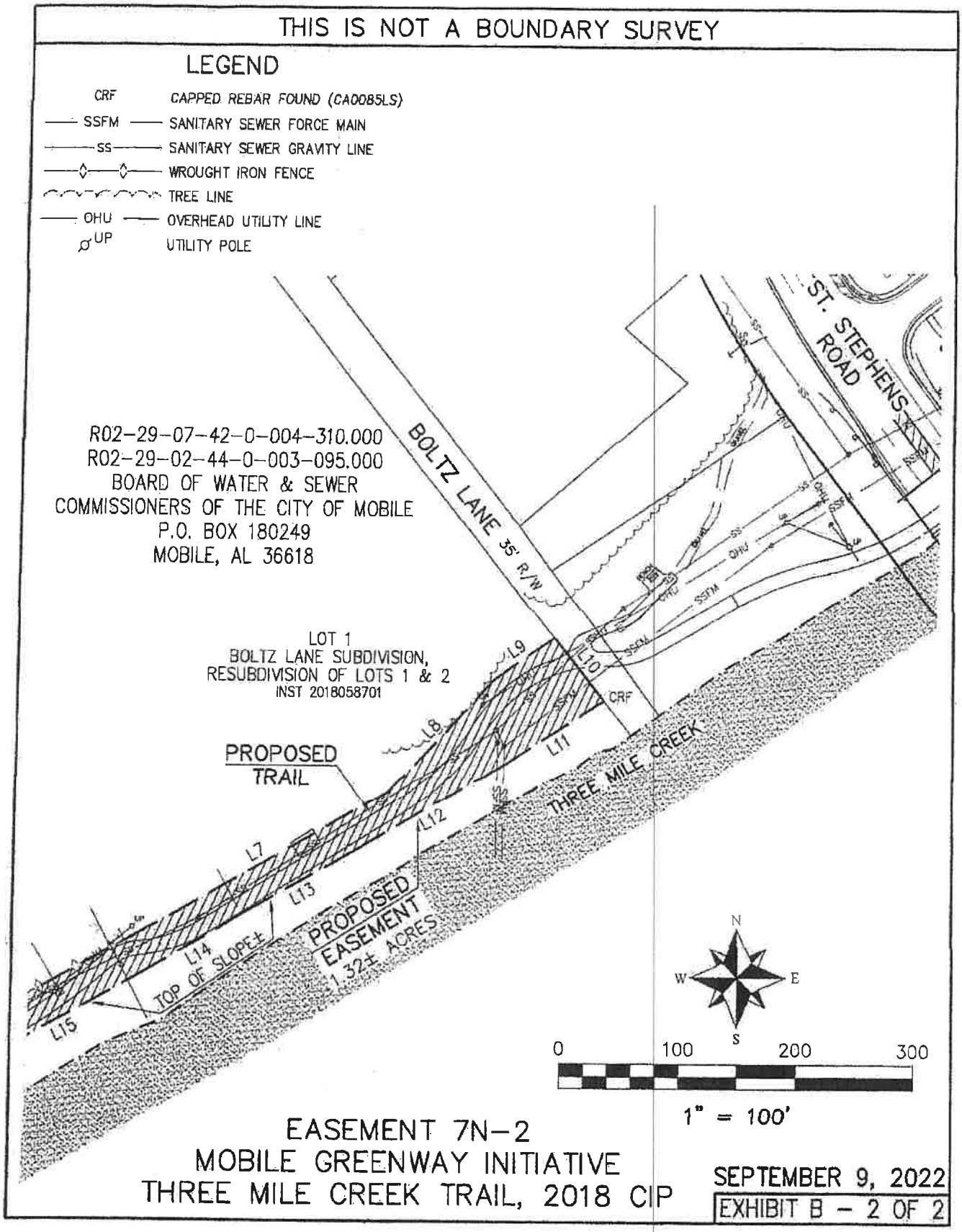
LOT 1
BOLTZ LANE SUBDIVISION,
RESUBDIVISION OF LOTS 1 & 2
INST 2018058701



1" = 100'

EASEMENT 7N-2
MOBILE GREENWAY INITIATIVE
THREE MILE CREEK TRAIL, 2018 CIP

SEPTEMBER 9, 2022
EXHIBIT B - 1 OF 2


THIS IS NOT A BOUNDARY SURVEY
LEGEND
CRF CAPPED REBAR FOUND (CA0085LS)
SSFM SANITARY SEWER FORCE MAIN
SS SANITARY SEWER GRAVITY LINE
WROUGHT IRON FENCE
TREE LINE
OHU OVERHEAD UTILITY LINE
UP UTILITY POLE
R02-29-07-42-0-004-310.000
R02-29-02-44-0-003-095.000
BOARD OF WATER & SEWER
COMMISSIONERS OF THE CITY OF MOBILE
P.O. BOX 180249
MOBILE, AL 36618
BOLTZ LANE 35' R/W
ST. STEPHENS ROAD
LOT 1
BOLTZ LANE SUBDIVISION,
RESUBDIVISION OF LOTS 1 & 2
INST 2018058701
PROPOSED TRAIL
THREE MILE CREEK
PROPOSED EASEMENT 1.32± ACRES
TOP OF SLOPE±
L7
L8
L9
L10
L11
L12
L13
L14
L15
CRF
N
W
E
S
0
100
200
300
1" = 100'
EASEMENT 7N-2
MOBILE GREENWAY INITIATIVE
THREE MILE CREEK TRAIL, 2018 CIP
SEPTEMBER 9, 2022
EXHIBIT B - 2 OF 2

"EXHIBIT C"

Easement Segment 5-Tract 2
Mobile Greenway Initiative

State of Alabama
County of Mobile

Beginning at the southwest corner of Lot 6, Friebrook Place, as recorded in Map Book 25, Page 23 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run North 03°-23'-16" East along the east line of said Lot 6 a distance of 46.15 feet; thence run South 48°-45'-54" East a distance of 158.93 feet; thence run South 76°-49'-29" East a distance of 44.50 feet; thence run South 51°-19'-12" East a distance of 89.75 feet to the west right-of-way line of Mobile Street (80' r/w); thence run southwardly along said west right-of-way line and along the arc of a curve to the right (having a delta of 01°-40'-06", a radius of 2, 824.79 feet, a chord bearing of South 01°-06'-29" East, and a chord length of 82.24 feet) an arc distance of 82.25 feet; thence run North 53°-58'-28" West a distance of 154.58 feet; thence run North 43°-59'-29" West a distance of 161.55 feet to the Point of Beginning. The described parcel contains 0.37 acre, more or less.

THIS IS NOT A BOUNDARY SURVEY

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	01°40'06"	2,824.79'	82.25'	S01°06'29"E	82.24'

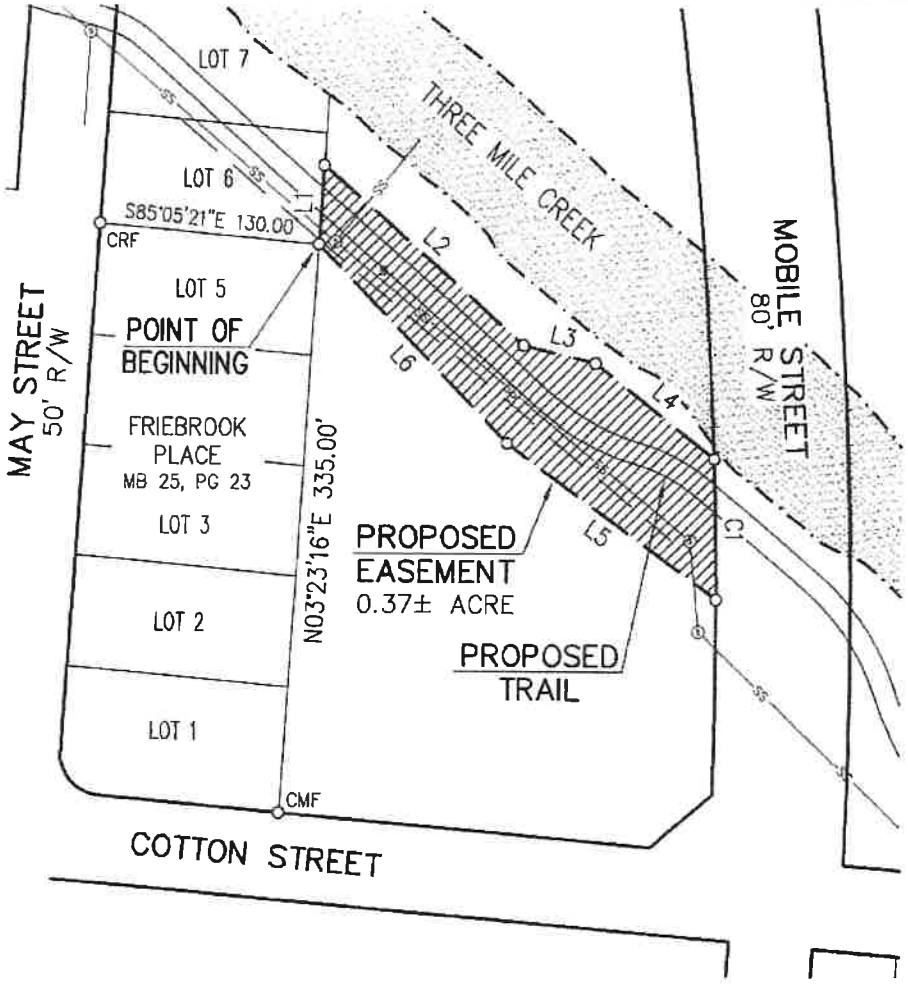
LEGEND

CRF — CAPPED REBAR FOUND (POLY)

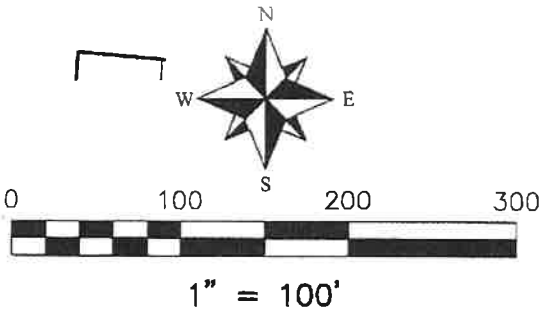
CMF — CONCRETE MONUMENT FOUND

SS — SANITARY SEWER LINE

LINE	BEARING	DISTANCE
L1	N03°23'16"E	46.15'
L2	S48°45'54"E	158.93'
L3	S76°49'29"E	44.50'
L4	S51°19'12"E	89.75'
L5	N53°58'28"W	154.58'
L6	N43°59'29"W	161.55'



R02-29-07-23-0-001-002.000
BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF MOBILE
PO BOX 180249
MOBILE, AL 36618



1" = 100'

EASEMENT 5S-2
MOBILE GREENWAY INITIATIVE
THREE MILE CREEK TRAIL, 2018 CIP

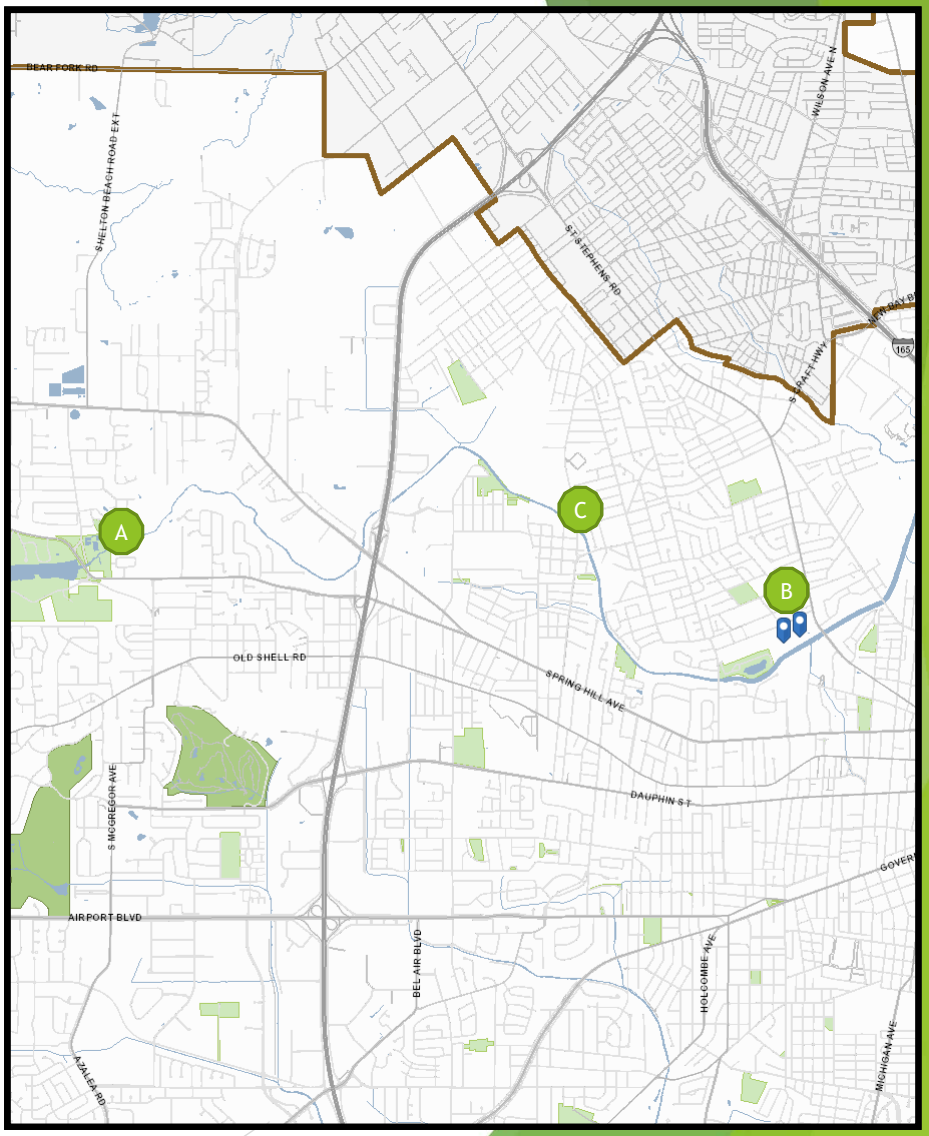
SEPTEMBER 9, 2022

EXHIBIT B

Three Mile Creek – MAWSS Easements

Exhibit A - Segment 1 Tract 3 – Key 1913362
Exhibit B - Segment 7 Tract 2 – Key 707480 & 835902
Exhibit C - Segment 5 Tract 2 – Key 763891

- A – Key #1913362 – Adjacent to Japanese Garden
- B – Key #707480 – Pleasant Avenue
- B – Key #835902 – Pleasant Avenue
- C – Key #763891 – Cotton and Mobile Street



MOBILE ALABAMA

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Harry Russell Clark

Amount of Contract:

n/a

Effective Date of Contract:

7/25/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Clark

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Clark	Resolution Letter	7/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	7/11/2023 - 4:10 PM
			7/11/2023 - 4:13

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	7/13/2023 - 2:53 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, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Harry Russell Clark, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D011\P005\00117751.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Matthew Jones and Wiley Jones

Amount of Contract:

n/a

Effective Date of Contract:

7/18/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Jones

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Jones	Resolution Letter	7/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	7/6/2023 - 12:39 PM 7/6/2023 - 2:48

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	7/6/2023 - 5:08 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Matthew Jones and Wiley Jones, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Jim Nagy and Lindsay Nagy

Amount of Contract:

n/a

Effective Date of Contract:

7/25/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Nagy

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Nagy	Resolution Letter	7/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	7/13/2023 - 3:04 PM
			7/13/2023 - 3:08

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	7/13/2023 - 3:25 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, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Jim Nagy and Lindsay Nagy, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Michael Linder, Council Attorney

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
ordinance	Cover Memo	7/20/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/20/2023 - 5:29 PM

01-033 2023

AN ORDINANCE TO AMEND MOBILE MUNICIPAL CODE SECTION 44-75(d), "CREATION OF AN ARCHITECTURAL REVIEW BOARD"

Sponsored by: Councilmember Carroll

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

Section 1 – Amendment to Mobile Municipal Code Section 44-75(d).

Section 44-75(d) of the Mobile Municipal Code is hereby amended and restated in its entirety to read as follows:

(d) Terms. Members of the Board shall serve three-year overlapping terms. They shall be appointed so that two Board members are initially appointed for a one-year term, and the remaining initial seven Board members for a three-year term. Thereafter, as quickly as possible as terms expire for the initial Members, subsequent Board Members shall be appointed to full or partial three-year terms so as to create three (3) classes of three (3) Board Members each. This shall be done in such a way so, in any given year, one class of three Board Members shall come up for reappointment. Once the full set of three classes of three Board Members with overlapping terms has been established, all subsequent appointments shall be for a full three-year term. All appointments shall be made per Section 44-75(c). Terms shall begin on January 1 of the appointment year and end on December 31 of the termination year. Members may be reappointed thereafter to the Board in accordance with Section 44-75(c).

Section 2 – Miscellaneous.

(a) All other provisions and sections of the aforesaid Ordinance not amended herein shall remain in full force and effect.

(b) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(c) This Ordinance shall be effective within the City of Mobile and its police jurisdiction immediately upon its adoption and publication as required by law.

Approved:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

Councilors Cory Penn, William Carroll, C. J. Small

Purpose and Scope of Project:

To change the effective date of the sunset provision to September 30, 2028 and continue to fund the CIP, infrastructure programs and economic development

Amount of Contract:

n/a

Effective Date of Contract:

8/1/2023

Funding Source

Project # Ordinance to Amend Ordinance 34-028-2012 to Extend and Renew CIP

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Ordinance to Amend Ordinance 34-028-2012 to Extend and Renew CIP	Ordinance	7/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	7/20/2023 - 1:40 PM

Legal	Kern, Chris	Approved	7/20/2023 - 1:44 PM
Legal	Kern, Chris	Approved	7/20/2023 - 1:44 PM

ORDINANCE TO AMEND ORDINANCE 34-028-2012
TO EXTEND AND RENEW THE CAPITAL IMPROVEMENT PROGRAM ("CIP"),
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT FUNDING SOURCE

SPONSORED BY:

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

SECTION ONE. Findings and Purpose

Paragraph A. By Ordinance No. 34-028, adopted October 2, 2012, the City Council increased the tax rates on sales, use and related taxes in the city limits and the police jurisdiction. The Ordinance provided that the additional tax imposed (the "Additional Tax") "shall sunset effective July 31, 2015."

Paragraph B. By Ordinance No. 34-039 adopted September 16, 2014, the City Council amended the sunset to change the effective date to September 30, 2018.

Paragraph C. By Ordinance No. 34-003 adopted February 6, 2018, the City Council amended the sunset to change the effective date to September 30, 2023.

Paragraph D. By Ordinance No. 34-017 adopted July 19, 2018, the City Council dedicated and allocated the proceeds from the Additional Tax as follows: (1) Three million dollars for a Miscellaneous Capital Improvement fund for each of the seven council districts; (2) Four million dollars for municipal buildings, infrastructure studies, and other citywide capital expenses; and (3) any amount exceeding Twenty-five Million dollars to other capital expenditures as my be approved by the Council.

Paragraph E. The City Council desires to remove the sunset from the Additional Tax.

Paragraph F. Recognizing that capital needs of the City change over time due to economic development opportunities, catastrophic storms, and other unanticipated events, the Council desires to dedicate and allocate the proceeds from the Additional Tax for a period of five (5) years. Thereafter, the Council, at its discretion, may continue the dedication and allocation as is or change as needed;

SECTION TWO. Amendment of Sunset Provision

The unnumbered section of Ordinance No. 34-028-2012, entitled "Sunset Provision" adopted October 2, 2012, amended September 16, 2014 by Ordinance No. 34-039, and February 6, 2018 by Ordinance No. 34-003, is hereby amended to change the effective date of the sunset to"September 30, 2028," so that, as amended, it reads:

SUNSET PROVISION: The additional tax imposed by this Ordinance shall sunset effective September 30, 2028.

SECTION THREE. Amendment of Dedication and Allocation of Tax Proceeds

The dedication in Ordinance 34-017 adopted July 10, 2018, is hereby amended to read as follows:

DEDICATION OF PROCEEDS. The proceeds from the Additional Tax ("Proceeds") shall be dedicated and allocated annually as follows:

(1) Four million dollars ($4,000,000.00) for each of the seven council districts, a total of Twenty-Eight million dollars ($28,000,000.00), to be placed in funds labeled as follows: "Miscellaneous Capital Improvements—District 1"; "Miscellaneous Capital Improvements—District 2"; "Miscellaneous Capital Improvements—District 3"; "Miscellaneous Capital Improvements—District 4"; "Miscellaneous Capital Improvements—District 5"; "Miscellaneous Capital Improvements—District 6"; and "Miscellaneous Capital Improvements—District 7";

(2) Four million dollars ($4,000,000) for municipal buildings, infrastructure, and other citywide capital expenses;

(3) To the extent Proceeds exceed projections based on fiscal year 2022 revenues (the "Excess"), up to four million dollars ($4,000,000.00) of the Excess may be placed in funds for city infrastructure and other city capital expenses in Community Block Grant eligible census tracks in the city limits of the City of Mobile.

(4) Any Proceeds not dedicated and allocated under (1) through (3) above shall be allocated to other capital expenditures as approved by the Council, including but not limited to, capital projects, city match for grant funded capital projects, and debt service for capital projects.

SECTION FOUR. All other sections of Ordinance 34-028-2012, adopted October 2, 2012, as amended, not in conflict with this Ordinance shall remain in full force and effect.

SECTION FIVE. This Ordinance shall take effect after its adoption and publication as required by law.

51209924 v1

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

James Roberts, Senior Director
Neighborhood Development

Sponsored by:

Mayor William S. Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Ordinance deeming property at 109 Jefferson Street in not now needed for public or municipal purposes and authorizing the sale	Cover Memo	7/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	7/19/2023 - 5:27 PM
Mayors Office	Montgomery, Brandi	Approved	7/20/2023 - 2:33 PM

AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE SALE THEREOF

Sponsored by : Mayor William S. Stimpson

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the property at 109 S Jefferson Street hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said properties be sold to FIGURES INVESTMENTS, INC.:

109 S Jefferson Street

The lot of land bounded by a line described as beginning at a point on the East side of Jefferson Street where the North line of the property McGrath, formerly of Oberkirk, interests the East line of Jefferson Street, which point is 110 feet, more or less, North of the Northeast intersection of Church and Jefferson Streets, running thence Eastwardly along the North line of McGrath's property 107 feet, more or less, to a fence marking the East boundary line of the lot herein conveyed, thence running Northwardly along said fence and parallel or nearly so with Jefferson Street 30 feet, more or less, to the South line of property belonging to the Estate of Murphy; thence running Westwardly along the South line of said Murphy property 107 feet, more or less, to the East line of Jefferson Street; thence running Southwardly along the East side of Jefferson Street 30 feet, more or less, to the point of beginning; said property being bounded on the South by property of McGrath, on the East by a line being one-half the distance between Bayou and Jefferson Street, on the North by property of Murphy and on the West by Jefferson Street.

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name, and on behalf of the City of Mobile, the Purchase Agreement when prepared for the property shown above.

SECTION THREE: The Mayor and the City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name, and on behalf of the City of Mobile, the Warranty Deed when prepared for the property shown above.

SECTION FOUR: Said Purchase Agreement and Warranty Deed are by reference made a part of this ordinance as fully as if set forth herein, and a copy of such will be on file in the office of the City Clerk and in the office of the Real Estate Officer of the City of Mobile, 4th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Adopted:

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Sponsored by:

City Council

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	7/20/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/20/2023 - 1:37 PM

R E S O L U T I O N

Sponsored by: City Council

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:	Revive Liquor and Smoke, Inc.
Location:	Revive Liquor and Smoke 5803 Old Shell Road Suite B Mobile, AL 36608

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
July 7, 2023	NEW APPLICATION	2023 - 5592	126055	July 25, 2023

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

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

License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name

REVIVE LIQUOR AND SMOKE INC

Trade Name (DBA)

REVIVE LIQUOR AND SMOKE

Location Address

5803 OLD SHELL ROAD STE B MOBILE AL 36608

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
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Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

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License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name

REVIVE LIQUOR AND SMOKE INC

Trade Name (DBA)

REVIVE LIQUOR AND SMOKE

Location Address

5803 OLD SHELL ROAD STE B MOBILE AL 36608

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

MOBILE POLICE DEPARTMENT

PAUL O. PRINE
CHIEF OF POLICE

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

To: Paul O. Prine
Chief of Police

From: _____
Captain Jonathan Lee
Commander, Special Investigation Section

Date: July 14, 2023

Re: Alcoholic Beverage License Application No. 5592
REVIVE LIQUOR AND SMOKE INC
D/B/A: Revive Liquor and Smoke
5803 Old Shell Rd Ste B
Mobile, AL 36608
Bhumikaben Patel, owner

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

This is a new application for a business that will be named Revive Liquor and Smoke. The City of Mobile Revenue Department has advised their business license is currently being applied for and no taxes have to be paid at this time. The Underage Drinking Coordinator of the Mobile Police Department advised no compliance checks have been completed at this location and it is currently in good standing.

It is my recommendation that the application be:

JUL 18 2023

_____ CHIEF OF POLICE

____✓____ APPROVED

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

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

Date: **July 10, 2023**

Re: **Application # 5592 / 5803 Old Shell Rd. Ste. K**

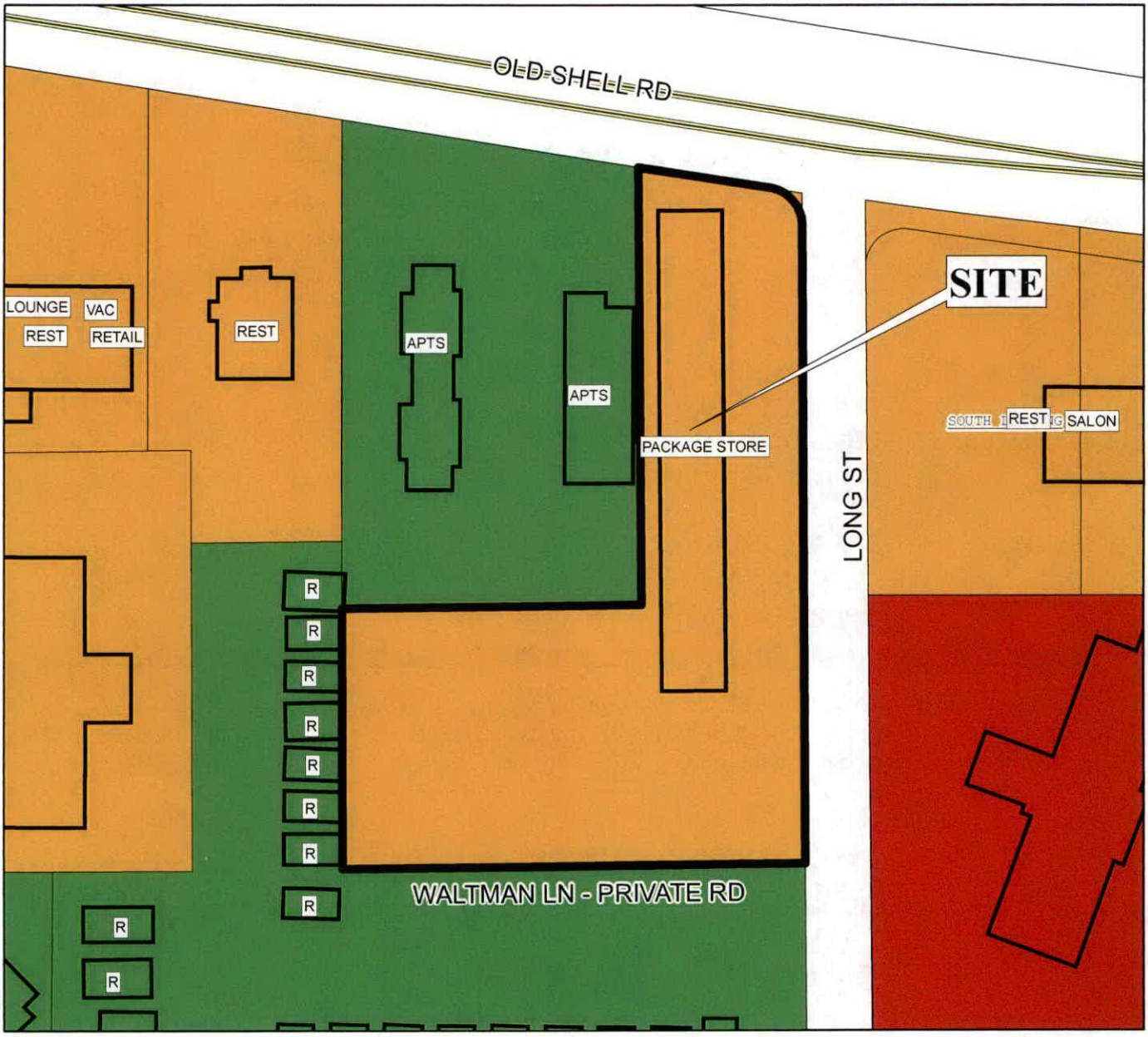
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a package store with retail liquor sales is a permitted use in this zoning district.

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

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

The site is located in District # 6.

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5592 DATE JULY 25, 2023

APPLICANT REVIVE LIQUOR AND SMOKE LLC

LOCATION 5803 OLD SHELL RD STE B

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

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
July 7, 2023	NEW APPLICATION	2023 - 5592	126055	July 25, 2023

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

License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name

REVIVE LIQUOR AND SMOKE INC

Trade Name (DBA)

REVIVE LIQUOR AND SMOKE

Location Address

5803 OLD SHELL ROAD STE B MOBILE AL 36608

Business Contact Person Information			
Name	Title	Phone	Email
BHUMIKABEN P PATEL	MEMBER	(201) 486-4394	REVIVELIQUOR@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? **YES**

What is/was the start date of this business? **08.01.2023**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
July 7, 2023	NEW APPLICATION	2023 - 5592	126055	July 25, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)	

Business Information

Legal Business Name	Trade Name (DBA)
REVIVE LIQUOR AND SMOKE INC	REVIVE LIQUOR AND SMOKE

Business Structure Type	Incorporation Date	Entity ID	State	County
CORP - CORPORATION	05.30.2023	001-081-843	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
93-1610582	R011837582

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
5803 OLD SHELL ROAD STE B	MOBILE	AL	36608

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
7195 BRIDGEMILL DRIVE	MOBILE	AL	36619

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
PACKAGE STORE	N/A

Business Contact Person Information

Name	Title	Phone	Email
BHUMIKABEN P PATEL	MEMBER ☐ POA	(201) 486-4394	REVIVELIQUOR@GMAIL.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you own or rent/lease the property? **RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
NAC INVESTMENTS LLC	)5	COLBY@HERRINGTONREALTY.NET

Property Owner Address	City	State	Zip Code
	MOBILE	AL	

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
1,600	0	YES	NO	SHOPPING CENTER	PORTION OF

Do the premises have a fully equipped and operational kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Is the business equipped with services and facilities for on premises consumption? **NO**

Will the business be operated primarily as a package store? **YES**

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
PATEL, BHUMIKABEN PRATIK	MEMBER		
Home Street Address	**City**	**State**	**Zip Code**
	MOBILE	AL	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
February 14, 1988	INDIA		) 486-4394

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
YES	LARC-TOP - 3RD	MOBILE COUNTY SHERIFF DEPT	08.16.2014	FINE, COURT FEES & DISMISS

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

BP **The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.**

BP **The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.**

BP **The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.**

BP **The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.**

BP **Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.**

BP **In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.**

Owner/Applicant Printed Name

Bhumikaben P Patel

Date

07/07/2023

Owner/Applicant Signature

Title

OWNER

Sworn to and subscribed before me this 7th day of JULY 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19, 2025

Notary Stamp

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

July 7, 2023

REVIVE LIQUOR AND SMOKE

5803 OLD SHELL ROAD

SUITE B

MOBILE, AL 36608 USA

ACCOUNT NUMBER: 126055 TERRITORY 6

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1585425	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

07/07/2023 01:24PM VALERIE D
034756-0007

BUSINESS LICENSE
REVIVE LIQUOR AND SMOKE LLC
126055
2023 Item: 1585425
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal **$50.00**
TP CC FEE $2.50
Total **$52.50**

REVENUE CC $52.50
**********011
Ref=bdffa3e1-e81f-49b3-b1cc-381be29fac61
Auth=828333

Change due **$0.00**

Paid by: PATEL/BHUMIKABEN

Thank you for your payment

CUSTOMER COPY

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

Tyler Technologies, Inc

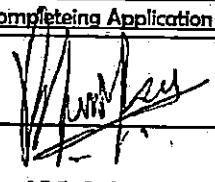
City of Mobile Alcoholic Beverage License Application
Required Documentation Checklist

Have you included the following required ABC documentation with this application? (check boxes as completed)

- [x] Completed Application - ALL PAGES
  - [x] ALL required boxes completed
  - [x] Notarized Lease Property & Sign Agreement page
  - [x] Required drawing for Planning & Zoning Department (unless downtown location with no designated parking)
  - [x] Copy of AL ABC Board Typed/Signed Application (all pages)
- [x] Drivers License copy - ALL owners/members listed on application (must be legible)
- [x] Background Check (if completed for ABC Board)
- [x] Business Structure (LLC, Corporation) Articles from Secretary of State.
  - [x] ALL pages of the Articles (including any amendments must be provided)
  - [x] Are the Articles stamped by Secretary of State? (this is a requirement)
  - [x] Complete Listing of all members/officers (include name, title, contact phone)
- [x] Federal Employer Identification Number (FEIN) Letter from IRS
- [x] State of Alabama Revenue Sales Tax ID Letter
- [x] Copy of Registered Deed or Signed/Notarized Lease Agreement
- [ ] If existing Business - ALL license renewals & taxes must be paid in FULL on existing license/taxes (whether or not you were the owner during the time periods of issues)

This documentation will be required before a business license is issued after ABC approval

- [ ] Mobile County Health Department Inspection Report (if applicable)
- [ ] Bureau of Fire Prevention - Fire Inspection Report
- [ ] Existing Business - ALL license renewals & taxes must be paid in FULL on existing license/taxes
- [ ] Payment for business license and all required coding

Person Completeing Application Printed Name	Date
BHUMIKABEN PATEL	07/06/2023
Person Completeing Application Signature	**Title**
	OWNER

The City of Mobile reserves the right to request required additional information from the applicant

City of Mobile Alcoholic Beverage License Application

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

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
07/05/2023	NO		08/01/2023

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
New Business (never licensed)		

License Type applied for with Alabama ABC Board	
011 - Lounge Retail Liquor (class II) - Package Store	

Business Information

Business Description/Activity	Other Explain
PACKAGE STORE	

Legal Business Name	Trade Name (DBA)
REVIVE LIQUOR & SMOKE INC	REVIVE LIQUOR & SMOKE

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
CORPORATION	05/30/2023	5803 OLD SELL RD STE B

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
5803 OLD SELL RD STE B	MOBILE	AL	36608

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
MOBILE	AL	36608	7195 BRIDGEMILL DR

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
7195 BRIDGEMILL DR	MOBILE	AL	36619

City	State	Zip Code	Business Phone Number	Building Type
MOBILE	AL	36619	(201) 486-4394	STRIP MALL

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
(201) 486-4394	93-1610582	R011837582	COMPANY MAIL ADDRESS

Business Contact Person Information

Name	Title	Phone	Email
BHUMIKABEN PATEL	OWNER	(201) 486-4394	REVIVELIQUOR@GMAIL.COM

Land/Building Information

Do you own or rent/lease the property? Rent/Lease (signed/notarized lease agreement required)

Property Owner Name	Do you have a legal description of property?
NAC INVESTMENTS LLC	NO — Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
4147 FENWICK LOOP		lby@herringtonrealty.net

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
MOBILE	AL	36619	N/A	1,600

Fully equipped & operational kitchen	NO	Equipped with table and chairs	NO
If NO, any food served (if YES explain below)	NO	Equipped for on premise consumption	NO
Habitually used for providing food to public	NO	Restroom Facilities NO / Patio Area	NO

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
PATEL BHUMIKABEN PRATIK	OWNER	

Race	Sex	Date of Birth	Home Address
	FEMALE		

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		MOBILE	AL	36608

Place of Birth (City, State, Nation)	Mobile Number	Email
INDIA	(201) 486-4394	REVIVELIQUOR@GMAIL.COM

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition
YES	LARC- TOP-3RD	MOBILE COUNTY SHERRIFES DEPT	08/16/2014	$300.00 FINE $ 206.00 COURT FEE
				& DISMISSED

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

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

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time. The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation. The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

Owner/Applicant Printed Name	Date
BHUMIKABEN PATEL.	7/5/2023.
Owner/Applicant Signature	**Title**
	owner.

App Page 5 - Signature

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230705142219871

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: REVIVE LIQUOR AND SMOKE **Filing Fee:** $50.00

Applicant: REVIVE LIQUOR AND SMOKE INC **Transfer Fee:**

Location Address: 5803 OLD SHELL RD STE B MOBILE, AL 36608

Mailing Address: 7195 BRIDGEMILL DRIVE MOBILE, AL 36619

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

Product Type: 03 **Type Ownership:** CORPORATION

Book, Page, or Document info: 001-081-843

Do you sell Draft Beer?:

Date Incorporated: 05/30/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 05/30/2023

Federal Tax ID: 93-1610582 **Alabama State Sales Tax ID:** R011837582

Name:	Title:	Date and Place of Birth:	Residence Address:
BHUMIKABEN PRATIK PATEL	OWNER	INDIA	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: BHUMIKABEN PATEL
Business Phone: 201-486-4394
Fax:

Home Phone: 201-486-4394
Cell Phone: 201-486-4394
E-mail: REVIVELIQUOR@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

Scanned with CamScanner

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230705142219871

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: NAC INVESTMENTS LLC 251-490-6995
What is lessors primary business? PROPERTY RENTALS
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

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

Will the business be operated primarily as a package store? YES
Building Dimensions Square Footage: 1600 Display Square Footage: 1200
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:
BHUMIKABEN PRATIK PATEL	LARC- TOP- 3RD 8/16/2014	MOBILE CO SHERIFFS DEPT	$300.00 FINE $206.00 COURT COST DISMISSED

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STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230705142219871

Signature page

Initial each	
BP	In reference to law violations, I attest to the truthfulness of the responses given within the application.
BP	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
BP	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XXX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XXX	In reference to the Club Application Information, I attest to the truthfulness of the responses given within the application.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
BP	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.
BP	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.
BP	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): BHUMIKABEN PRATIK PATEL

Signature of Applicant: [signature]

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/7/25

Application Taken: 7/5/23 **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

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STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230705142219871

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: SUITE B

Scanned with CamScanner

Receipt Confirmation Page

Receipt Confirmation Number: 20230705142219871

Application Payment Confirmation Number: 92981078

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: CORPORATION
Trade Name: **REVIVE LIQUOR AND SMOKE**
Applicant Name: **REVIVE LIQUOR AND SMOKE INC**
Location Address: 5803 OLD SHELL RD STE B
MOBILE, AL 36608
Mailing Address: 7

Contact Person: BHUMIKABEN PATEL
Contact Home Phone: 201-486-4394
Contact Business Phone: 201-486-4394
Contact Fax:
Contact Cell Phone: 201-486-4394
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: OWNER

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20230705142219871
Application Payment Confirmation Number: 92981078

Payment Summary	
Payment Item	**Fee**
Application Fee for License 011	$50.00
Total Amount to be Charged	**$50.00**

Application Information

Application Type: APPLICATION
License Type 1: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Continue

Technical Support: 866-353-3468 or support@alabamainteractive.org

Version 2.9.1

ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIPLEY STREET / P.O BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.676.6000 / ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

May 31, 2023,

Dear Ms. Patel,

Attached is a copy of your Alabama Criminal History Record Information (CHRI), as per your written request to the ALEA Criminal Justice Information Services Division. This CHRI includes identifying information on any arrests and/or dispositions related to your Alabama criminal history.

- Requests for any records associated with these charges, or an explanation of a charge or disposition, should be directed to the arresting agency or the court which contributed the information to your criminal record.
- Because additions or deletions to an individual's criminal history record may be made at any time, a new copy of your CHRI should be requested via the same procedure if it is needed at a later date.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-4400 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter

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

```
XXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXX
TCN:
NAME:PATEL.BHUMIKABEN PRATIK
SOC
ABI RESULT:IDENT
SID

05-31-2023 15:24  ALLEA0049                                          *
*ATN/TCN8002305853                                                  *
*OPR/AFIS                                                           *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02696846            *
******  THERE ARE NO MORE INQUIRIES NECESSARY ON THIS               *
******  RECORD - ALL ARRESTS ARE IN ALABAMA`S DATA BASE.            *
****************** NOTICE  AND  WARNING **************************
*       THIS RECORD IS CONFIDENTIAL AND RESTRICTED                  *
*       FOR USE BY CRIMINAL JUSTICE AGENCIES ONLY.                  *
*       THIS IS NOT THE PUBLIC RECORD OF THE EVENTS                 *
*       DEPICTED AND DISSEMINATION IN VIOLATION OF                  *
*       THIS RESTRICTION WILL SUBJECT THE OFFENDER                  *
*       TO ALL APPLICABLE FEDERAL AND STATE CRIMINAL                *
*       PENALTIES. THIS DOCUMENT MUST BE SECURED AND                *
*       DESTROYED BY BURNING OR SHREDDING WHEN NO                   *
*       LONGER NEEDED.                                              *
****************************************************************
*-ALABAMA CRIMINAL HISTORY-              REPORT DATE: 05-31-2023 *
*NAME                              STATE ID NO.   FBI ID NO.       *
*PATEL,BHUMIKABEN                                                  *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE   HAIR   POB               *
*F   A               502    119    BRO   BLK    II               *
*SOCIAL SECURITY    SCARS-MARKS-TATTOOS                           *
                                                                  *
*ALIAS NAMES                                                       *
*  PATEL,BHUMIKABEN PRATIK                                         *
*FILE NUMBER BIRTH DATE  SOCIAL SECURITY   OCCUPATION              *
*                                          *                       *
****************************************************************
*ARREST-01                                                         *
*  DATE OF ARREST - 08-16-2014                                     *
*  AGENCY -  MOBILE CO SHERIFFS DEPT  ORI - AL0020000              *
*    NAME - PATEL,BHUMIKABEN                                       *
*      CHARGE  01 -  2399  LARC-TOP 3RD                            *
*    ✓DATE OF OFFENSE - 08-16-2014                                 *
*TOTAL NUMBER OF ARRESTS- 1                                        *
*RECORD LAST UPDATED 05/31/2023                                    *
*ALL ALABAMA ARRESTS RECEIVED BY ACJIC ARE INCLUDED                *
*IN THIS REPORT. WHEN EXPLANATION OF A CHARGE OR                   *
*DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH                  *
*THE ARRESTING AGENCY THAT FURNISHED THE DATA.                     *
*RECORD IS CONFIDENTIAL AND INTENDED FOR USE                       *
*BY CRIMINAL JUSTICE AGENCIES ONLY.                                *
```

CERTIFIED COPY
OF
ALEA DOCUMENT

*LAST PAGE ON SID AL02696846 *

SEQ # 912 MRI # 65363879

CASE ACTION SUMMARY

214080210201 — Case Number MC-20-14003966

Defendant (Name)

Sex Race --- DOB --- Trial Date
F I 08182014
SSN:

Charge: THEFT OF PROP 3RD
Arrest Date -- Arresting Officer
8-16-2014

Complainant: JESSICA WATSON

Date Committed -- Date Released
8-16-2014

Witnesses
ROBIN NETTLES

Bond Amt -- Atty For Defendant
$ ~~1000~~ 500 L Poynter
Sureties
Bama

BENCH NOTES:

On 10-3-17 (date) the defendant appears in open court in person and pleads _____ guilty. After hearing the evidence it is the judgement of the court that defendant is _____ guilty and is fined 300 together with 206 costs, and sentenced to _____ days in city jail.

Additional orders
plus fees

Judge - Municipal Court

FEE SHEET

SUMMARY

Fine $
Costs
Fair Trial Tax
Peace Officer's Annuity Fund
Other

Bond Forfeiture
Total $

CASH PAYMENT

Date Receipt Number Amount
#2517024 $100BA

TIME SERVED

_____ days at $ _____ per day

APPEAL RECORD

Circuit Court Number
Date of Appeal
Amount of Bond
Bondsmen
Orders of the Circuit Court

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE OFFICIAL COURT RECORD ON FILE IN THE OFFICE OF THE MUNICIPAL COURT OF THE CITY OF MOBILE, ALABAMA

6/6/23

COMPLAINT

Warrant Number: 214080210201 Case Number: MC-20-14003966

THE STATE OF ALABAMA
MOBILE COUNTY

IN THE MUNICIPAL COURT OF MOBILE

CITY OF MOBILE v. BHUMIKABEN PATEL

Before me, ~~Judge~~/Magistrate of the Municipal Court Of Mobile, personally appeared this day the undersigned complainant who, upon first being duly sworn, states on oath that he/she has probable cause for believing and does believe that BHUMIKABEN PATEL , whose name is otherwise unknown to complainant, did, on or about August 16, 2014 , within 12 months of the commencement of this action, commit the offense of THEFT OF PROP 3RD within the City of Mobile, or the Police Jurisdiction thereof, in that ~~he~~/she did:

KNOWINGLY OBTAIN OR BY DECEPTION OR EXERT UNAUTHORIZED CONTROL OVER PROPERTY, WITH INTENT TO DEPRIVE THE OWNER OF SAME: IN THAT ~~HE~~/SHE DID:

ENTER JC PENNEY LOCATED AT 3400 BEL AIR MALL AND REMOVED AN ASSORTMENT OF CLOTHING AND A PAIR OF SANDALS FROM DISPLAY (S). THE DEFENDANT CONCEALED THE ITEMS IN HER PURSE THEN EXITED THE BUSINESS WITHOUT RENDERING PAYMENT OF $144.99 FOR THE ITEMS, WITH INTENT TO DEPRIVE JC PENNEY OF THEIR PROPERTY,

in violation of Ordinance Number/Section 39-1, which embraces Section 13A-8-5 , Code of Alabama 1975, previously duly adopted , effective and in full force at the time the offense was committed.

Sworn to and subscribed before me
THIS 16th DAY OF August, 2014

Magistrate

Complainant
Jessica Watson
JESSICA WATSON
3400 BEL AIR MALL
MOBILE, AL 36606-

WITNESSES

ROBIN NETTLES
3400 BEL AIR MALL
MOBILE, AL 36606-
251-476-4560

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the *Code of Alabama 1975*, this Certificate of Incorporation and the appropriate filing fee 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 corporation** (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with *Code of Alabama* Section 10A-1-5.04):
   REVIVE LIQUOR & SMOKE INC
2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**
3. Street (**No PO Boxes**) address of principal office of the corporation:

   Mailing address of principal office (if different from street address):
4. The name of the registered agent (only one agent): BHUMIKABEN PATEL

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

   *COUNTY of above address: MOBILE

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

(For SOS Office Use Only)

Alabama
Sec. Of State

001-081-843 D/C

Date	05/30/2023
Time	16:33:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____

SMOKE AND LIQUOR STORE _____;
the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 1000 Par Value 0.00 (optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☑ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

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

5 / 30 / 2023
Date (MM/DD/YYYY)

BHUMIKABEN PATEL
Signature as required by 10A-2A-1.20

PRESIDENT/OWNER/OFFICER (SOLE)
Title

Additional Details

Owner/Officer (Sole)

Officer/Owner (Sole)	Street Address	Mailing Address
BHUMIKABEN PATEL		

Wes Allen
Secretary of State

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

STATE OF ALABAMA

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

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

REVIVE LIQUOR & SMOKE INC

This name reservation is for the exclusive use of BHUMIKABEN PRATIK PATEL, 7195 BRIDGEMILL DR, MOBILE, AL 36619 for a period of one year beginning May 30, 2023 and expiring May 30, 2024

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

May 30, 2023

Date

Wes Allen **Secretary of State**

RES094655

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 05-30-2023

Employer Identification Number:
93-1610582

Form: SS-4

Number of this notice: CP 575 A

REVIVE LIQUOR & SMOKE INC
7195 BRIDGEMILL DR
MOBILE, AL 36619

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

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-1610582. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

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

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

Form 1120	04/15/2024

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

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

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

REVIVE LIQUOR & SMOKE INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011837582	08/1/2023	12/31/2023

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 445320

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

5803 OLD SHELL RD STE B MOBILE AL 36608-3420

City of Mobile Alcoholic Beverage License Application
Alcohol License Application
PLANNING & ZONING DEPARTMENT APPROVAL

All boxes REQUIRED .. MUST be answered

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

Business Type	License Type
PACKAGE STORE	011 - Lounge Retail Liquor (class II) - Package Store
Legal Business Name	**Trade Name (DBA)**
REVIVE LIQUOR & SMOKE INC	REVIVE LIQUOR & SMOKE
Physical Address of Business (Street Name, Suite #)	**Building Square Footage** / **Building Stand alone or attached**
5803 OLD SELL RD STE B	1,600 / STRIP MALL
City / **State** / **Zip Code**	**Did you include the *REQUIRED* drawing with this sheet? (see pg 5)**
MOBILE / AL / 36608	YES ... DRAWING ATTACHED

Business Contact Person			
Name	**Title**	**Phone**	**Email**
BHUMIKABEN PATEL	OWNER	(201) 486-4394	REVIVELIQUOR@GMAIL.COM

PLANNING & ZONING DEPARTMENT USE ONLY				
Parking Provided	**Parking Required**	**Compliance**	**Zoning**	**Approved**
69	4	YES	B-2	YES
Comments				

Print Name	Signature	Date
PAYTON ROGERS		07/07/2023

Skinner, Shawn

From:	Rogers, Payton
Sent:	Friday, July 7, 2023 1:53 PM
To:	Screws, Tracy; Skinner, Shawn
Cc:	Anderson, Logan
Subject:	ABC APPROVAL REQUEST - REVIVE
Attachments:	Application and Site Plan.pdf

I've attached the approved application

Best Regards,
Payton W. Rogers, CAPZO
Planner II
Planning & Zoning
BUILDMOBILE
payton.rogers@cityofmobile.org
(251) 208-7092 direct

CSS
Online Permitting CITY OF MOBILE

From: Screws, Tracy <tracy.screws@cityofmobile.org>
Sent: Friday, July 7, 2023 1:37 PM
To: Anderson, Logan <dloganander son@cityofmobile.org>; Whistler, Caldwell CW <whistler@cityofmobile.org>; York, Marie <marie.cross@cityofmobile.org>; Rogers, Payton <payton.rogers@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Taylor, Jackson <jackson.taylor@cityofmobile.org>
Cc: Skinner, Shawn <shawn.skinner@cityofmobile.org>; Williams, Elkie <elkie.williams@cityofmobile.org>
Subject: PAYTON FW: ABC APPROVAL REQUEST

PAYTON

Best Regards,
Tracy Screws

Secretary
Planning & Zoning
Tracy.screws@cityofmobile.org
(251) 208-5895

The City's Unified Development Code (UDC) is effective beginning March 1, 2023. To review the code's articles regarding the City's zoning districts, their permitted uses, applicable development standards, etc., please visit: www.mapformobile.org/udc/

The Planning & Zoning office hours are ***Monday, Tuesday, Thursday, and Friday 8am to 3pm*** *and* ***Wednesday 8am to 1pm.***

BUILDMOBILE

CSS
Online Permitting CITY OF MOBILE

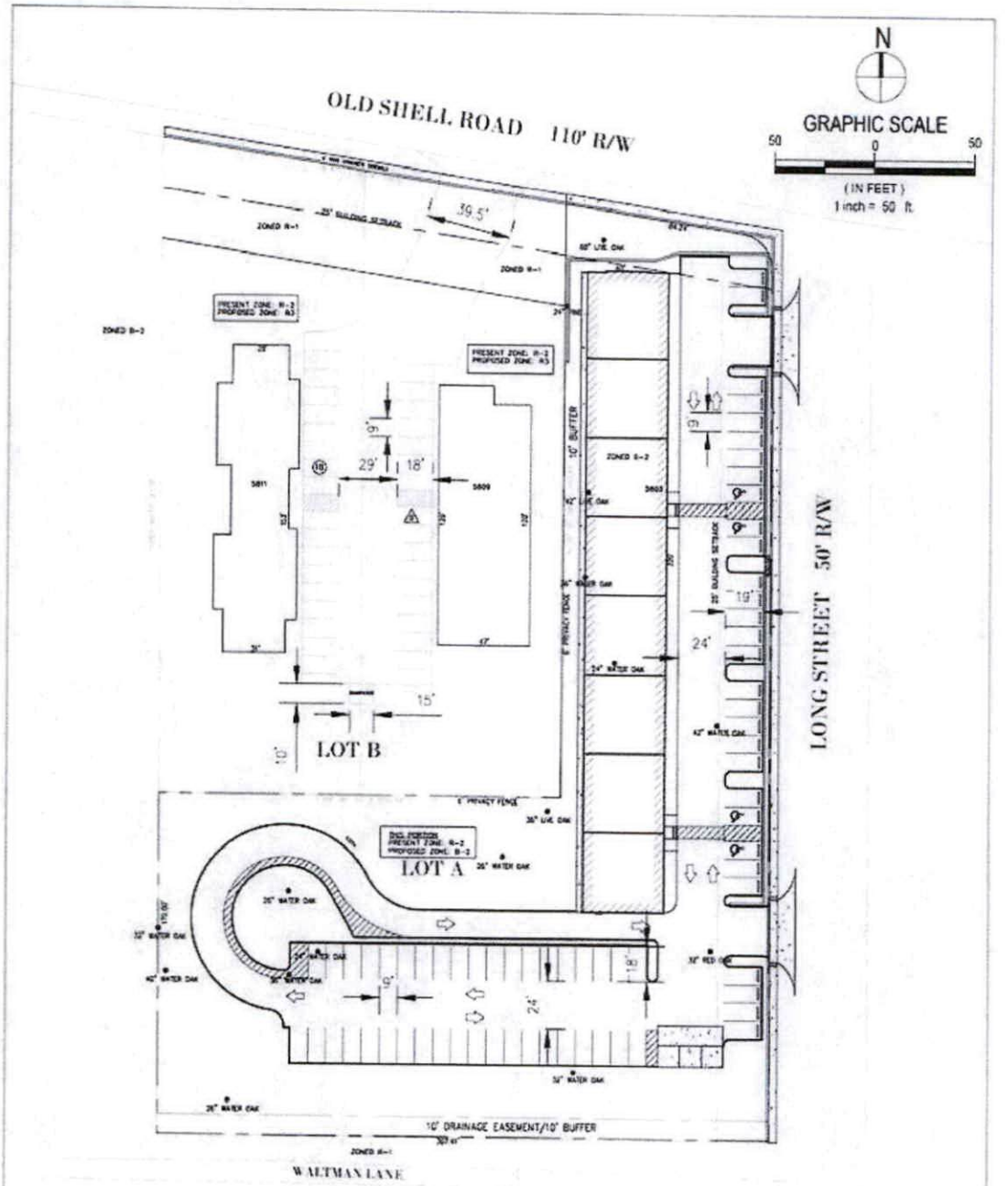
From: Skinner, Shawn <shawn.skinner@cityofmobile.org>
Sent: Friday, July 7, 2023 1:33 PM
To: Planning <planning@cityofmobile.org>
Subject: ABC APPROVAL REQUEST

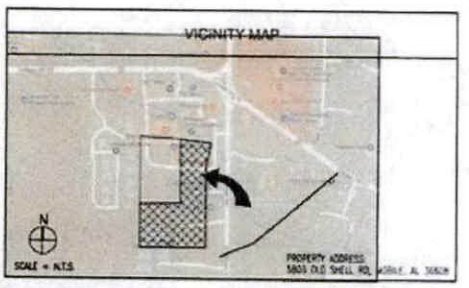
REVIVE LIQUOR AND SMOKE LLC – 5803 OLD SHELL ROAD STE B

MOBILE
ALABAMA

Shawn Skinner
Customer Service Supervisor
Revenue Department

City of Mobile
205 Government St. 2nd Floor, S. Tower
Mobile, AL 36644
P.O. Box 3065 (Mobile, AL 36652-3065)
Telephone (251) 208-7855
Facsimile (251) 208-7954
shawn.skinner@cityofmobile.org





PARKING DATA:

5809 PARKING DATA NEW BUILDING (13,120 SF):

RESTAURANT PARKING = (3,280 SF/100 SF) = 33 SPACES
RETAIL PARKING = (9,840 SF/300 SF) = 33 SPACES
REQUIRED PARKING = 66 SPACES

PROVIDED = 2 VAN HC + 2 HC SPACE + 68 REG SPACES = 72 SPACES

5809 & 5811 PARKING DATA EXISTING BUILDINGS (16 APARTMENTS):

MULTI-FAMILY PARKING = (1.5 SPACES PER APARTMENT) = 24 SPACES

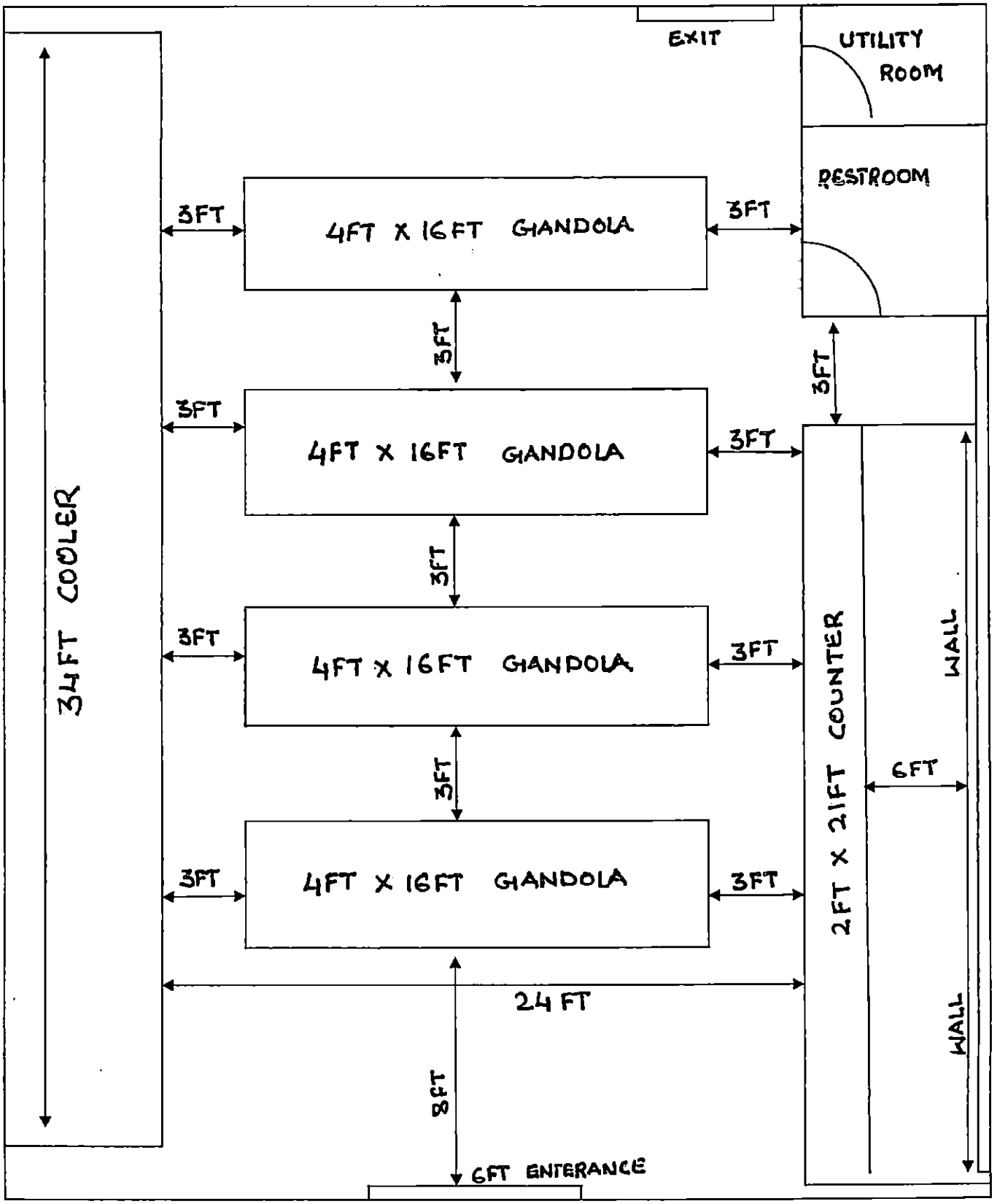
PROVIDED = 34 SPACES

NAC SUBDIVISION
RE-ZONING APPLICATION

6348 PICCADILLY SQ. DR.
SUITE 215
MOBILE, AL 36609
PH: 251-622-1550
joe@asansong.com

Revive Liquor & Smoke INC
5803 OLD SHELL RD SUITE-B
MOBILE , AL , 36608

BHUMIKABEN PATEL
06/22/2023



City of Mobile Alcoholic Beverage License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

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

The above described property is [ ] to/by Company Name [ ]

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 7 day of July 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Alexis Cook	Alexis Cook	11/26/2027

Notary Stamp

ALEXIS COOK MY COMMISSION EXPIRES NOTARY PUBLIC 11-26-2027 ALABAMA STATE AT LARGE

Owner of Property (Print Name)	Applicant Name (Print Name)
Norma Saybe	Bhumikaben P Patel
Owner of Property (Signature)	Applicant Name (Signature)
Address	Address
7/7/2023	07/07/2023

Information for address:
5803 OLD SHELL RD

- **Parcel Information:**

Key / ID:
00521821 / R022805211000064.000
Owner:
Nac Investments Llc, an Alabama Limited Liability Co
4147 Fenwick Loop

Mobile, Al 36619

Subdivision:
Nac Subdivision

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**
6

- **Township/Range/Section:**
4s2w21

- **Tract Census 2010:**
003606

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1755938.857
Y: 251251.018

- **Zoning:**
Check zoning on Planning & Zoning

Services:

- **Fire District:**
Fire Station 22 Tapia

- **Garbage Pickup Day:**
Tuesday-West - Route C

- **Police Precinct / Beat:**
Precinct - 4 / Beat - 41a

- **Trash Pickup Day/ Unit:**
Friday North - biweekly / Td-6

- **Community Action Group:**
N/A

Political:

- **City Council District:**
6 - Scott Jones

- **County Commissioner District:** 2

- **State House District:** 101

- **State Senate District:** 34

School:

- **Elementary School District:**
E R Dickson

- **High School District:**
Murphy

- **Middle School District:**
Scarborough

- **School Board District:** 2

Hurricane / Flooding Information:

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

- **Hurricane Evacuation Zones :**
Zone 3

- **Flood Zone:**
Check flood zone on City Map

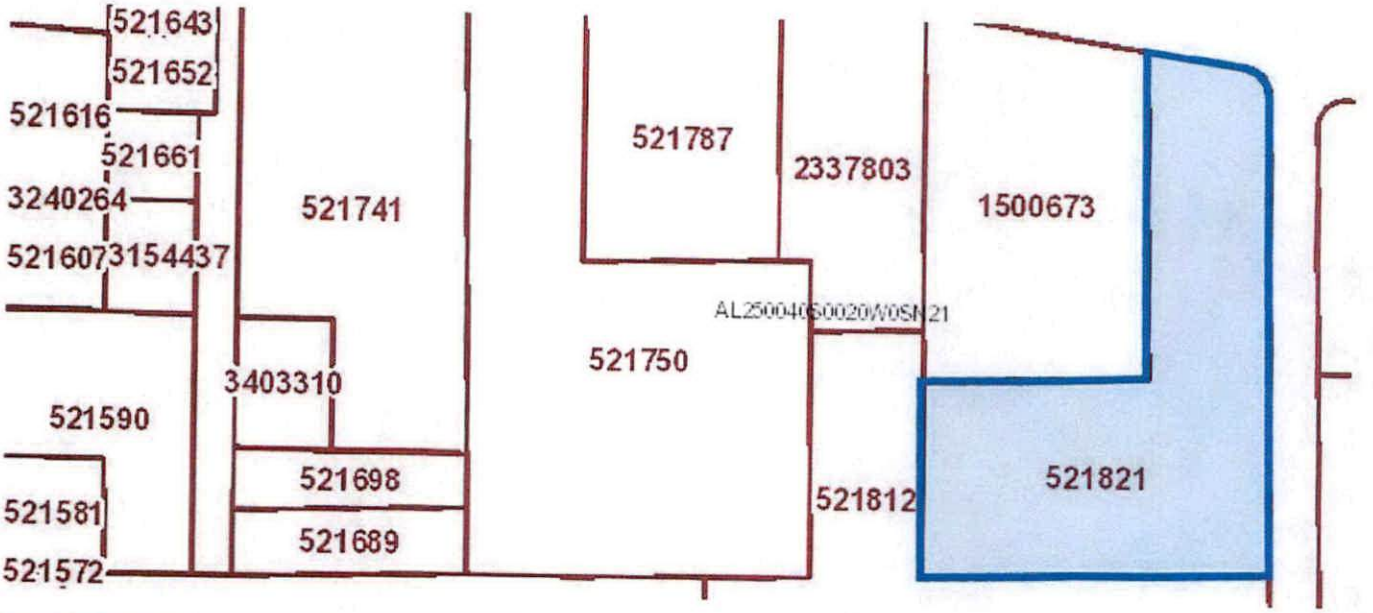
- **Storm Surge Category:** N/A

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

Mobile County Property Search

Key Number: 521821 For Year 2023

Map



Property Details

Account	
Key Number:	521821
Legal Description:	LOT A NAC SUBDIVISION MBK 136 PG 101
Parcel Number:	2805211000064XXX
Type:	Real
Property Class:	2
Location	
Address:	5803 OLD SHELL RD MOBILE, AL 36608
Owner	
Name:	NAC INVESTMENTS LLC, AN ALABAMA
Mailing Address:	
	MOBILE , AL 36619-1252
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

DATED: FEBRUARY 17, 2017
PROPERTY DESCRIPTION: LOT 1, WESTERN HILLS EXTENSION AS RECORDED IN MAP BOOK3, PAGE 423 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

Norma Saybe 7/7/2023

Bhumikaben P Patel 07/07/2023

ALEXIS COOK
MY COMMISSION EXPIRES
NOTARY
PUBLIC
01-26-2027
ALABAMA STATE AT LARGE

7/7/23
Alexis Cook

SHOPPING CENTER LEASE AGREEMENT

THIS SHOPPING CENTER LEASE AGREEMENT is made by and entered into on the 15TH day of June , 2023 by and between NAC INVESTMENTS LLC, AN ALABAMA LIMITED LIABILITY CO 4147 FENWICK LOOP MOBILE , AL 36619 ("Landlord"), and, REVIVE LIQUOR & SMOKE INC an Alabama limited liability company, whose mailing address is 7195 BRIDGEMILL DR , MOBILE , AL 36619 ("Tenant").

In consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby demises and lets to Tenant and Tenant hereby rents from Landlord, that certain Premises identified as Suite B on the attached Site Plan for Jag Plaza, 5803 Old Shell Road, Mobile, AL ("Premises"), consisting of approximately 1,600 square feet, on as "AS-IS" "WHERE-IS" basis upon the following terms and conditions. Landlord also grants unto Tenant the right to use, in common with other tenants in the shopping center, the paved, marked, lighted parking, service and access areas.

TO HAVE AND TO HOLD the Premises together with all and singular the appurtenances, rights, privileges and easements thereunto belonging or in anywise appertaining unto Tenant, its successors and assigns during the term of this Shopping Center Lease Agreement.

1. Term.

a. **Initial Term.** The Initial Term of this lease shall run for a period of Thirty-Eight (38) months. Beginning on June 15th 2023 and Ending August 15th 2026 unless extended pursuant to paragraph 1(b). The Lease Commencement Date shall be June 15th2023 with Rent Commencement Date beginning on August 15th 2023., Landlord shall deliver possession of the Premises to Tenant on a mutually agreed upon date, which shall be evidenced in writing signed by both Landlord and Tenant.

b. **Option to Renew.** On the condition Tenant is not in default under this Lease Agreement, Tenant shall have the option to renew/extend this Lease Agreement for two (2) consecutive Sixty Month (60) month periods with a Ten percent (10.00%) rent increase at the commencement of each Renewal Term. To exercise this option to renew, Tenant must give Landlord written notice of its intention to do so on or before nine (9) months prior to expiration of the respective Term.

2. Base Rent. The base monthly rent shall be paid without demand, setoff, abatement or deduction of any kind, in equal monthly installments, in advance, on the first day of each month, with the first payment being due on August 15th 2023 (60) days after the Lease Commencement Date("Rent Commencement Date") and continuing each month thereafter until termination. The amount of base monthly rent for the Initial Term and each Renewal Term is as stated on the following schedule:

Term	Annual Rent	Monthly Rent
Initial Term	$38,400	$3,200
First Renewal Term	42,240	$3,520
Second Renewal Term	42,240	$3,520

A five percent (5%) late charge will be assessed to any payment which is not received by the 10thday of the month. All payments of rent shall be made to the Landlord.

Unless otherwise expressly stated herein, no abatement, diminution, or reduction of rent shall be claimed or allowed to Tenant or any person claiming under it under any circumstances, whether for inconvenience, discomfort, interruption of business, or otherwise, arising from the

BF

Landlord shall not discharge or relieve Tenant from Tenant's obligation to perform each and every covenant and agreement of this Lease to be performed by Tenant, including, without limitation, the covenant to pay monthly Base Rent, Common Area Expense, Taxes and Insurance.

37. Confidentiality. The terms and conditions of this Lease are confidential between the parties hereto. Any disclosure by Tenant of the terms and conditions of this Lease to any third party could have a significant and detrimental effect upon either both of the parties hereto.

38. Entire Agreement. It is understood that there are no oral agreements or representations between the parties hereto affecting this Lease, and this Lease supersedes representations and cancels any and all previous negotiations, arrangements, brochures, agreements or representations and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. There are no other representations or warranties between the parties and all reliance with respect to representations is solely upon the representations and agreements contained in this document.

39. Additional Provisions. Tenant will be allowed a 60-day period beginning at full lease execution to secure the liquor license for the premises. If tenant is not allowed a liquor license, then the lease is null and void. _____

_____

_____

_____

_____

WITNESS OUR SIGNATURES on the date and year first above written.

LANDLORD: NAC INVESTMENTS LLC
An Alabama limited Liability Company,

NAME : NORMA SAYBE

By: NAC INVESTMENTS, LLC dotloop verified 06/21/23 4:10 PM CDT N08I-7BQV-QNNS-U8RB

By:_____

TENANT: REVIVE LIQUOR & SMOKE INC,
An Alabama limited Liability Company

NAME : BHUMIKABEN PRATIK PATEL

By:_____

MEMBER
Title/Position

JESSICA ROBINSON
My Commission Expires
August 6, 2025

IN SOLIDO OBLIGATION AND GUARANTY

For value received and to induce NACInvestments, LLC (hereinafter referred to as ("Landlord") to enter into the above and foregoing Shopping Center Lease Agreement with BHUMIKABEN PRATIK PATEL (hereinafter referred to as "Tenant"), the undersigned hereby makes itself a party to said Lease and binds itself in solido with the Tenant under said Lease Agreement for the faithful performance and fulfillment by Tenant of all of Tenant's agreements and obligations contained in said Lease, and unconditionally and absolutely guarantees to Landlord and Landlord's heirs, executors, administrators, successor's and assigns, the full and prompt payment of all rents due under said Lease Agreement and the performance of all other agreements and obligations of Tenant contained in said Lease Agreement, the undersigned consenting to extensions of payment of rent by Landlord and other indulgences by Landlord to Tenant and amendments and modifications entered into between Landlord and Tenant regarding said Lease Agreement, and waiving any and all requirements of law.

The undersigned further waives (i) presentment, demand, notice of nonpayment, protest and notice of protest and dishonor of the Lease and agrees that Landlord, jointly or severally, may from time to time, without notice to Guarantor, which notice is hereby waived by the undersigned, extend, waive, renew or compromise the Lease Agreement, in whole or in part, without releasing, extinguishing or affecting in any manner whatsoever the liability of the undersigned, the foregoing acts being hereby consented to by the undersigned.

The undersigned further agrees that this In Solido Obligation and Guaranty shall remain in full force and effect and be binding upon the undersigned until all rents due under said Lease Agreement and the performance of all other agreements and obligations of Tenant contained in said Lease Agreement have been fully and completely performed.

DATE:_____ _____

Cell Tel:_____
Work Tel:_____

STATE OF Alabama
COUNTY OF Mobile

I, the undersigned Notary Public, hereby certify that Bhumikaben Pratik Patel whose name is signed to the foregoing instrument, and who is known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he executed the same voluntarily on the day the same bears date.

SWORN TO AND SUBSCRIBED before me this the 15th day of June, 2023.

NOTARY PUBLIC Jessica Robinson
MY COMMISSION EXPIRES: August 6, 2025

JESSICA ROBINSON
My Commission Expires
August 6, 2025

NOTICE!

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

License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name

REVIVE LIQUOR AND SMOKE INC

Trade Name (DBA)

REVIVE LIQUOR AND SMOKE

Location Address

5803 OLD SHELL ROAD STE B MOBILE AL 36608

Application Number

2023 - 5592

Post Date

July 7, 2023

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

July 25, 2023

Date

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

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

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

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

7/24/2023

Renewal Date of Contract:

7/24/2023

Funding Source

Project # 2559 Dohm Street - ME-027-23 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2559 Dohm Street	Cover Memo	7/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	7/20/2023 - 10:47 AM
City Clerk	Gauthier, Lana	Approved	7/20/2023 - 2:43

PM

RESOLUTION

Sponsored by: Councilmember Cory Penn - District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2559 Dohm Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2559 Dohm Street** described as:

LOT 2 STRAUSS ADD TO CRICHTON DBK 156 N.S. PG 61 #SEC 23 T4S R1W #MP29
07 23 0 006

Parcel Number: 29 07 23 0 006 101

Last Assessed to: ROSEMARY CALDWELL

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

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

Adopted:

_____

City Clerk

Municipal Enforcement
City Of Mobile, Alabama

July 19, 2023

Rosemary Caldwell
84-688 Ala Mahiku Street, Apt. 156A
Waianae, Hawaii 96792-1637

Re: City Council Meeting & Date Changes
2559 Dohm Street
Mobile, Alabama 36604
Project Number: ME-027-23

Dear Rosemary Caldwell:

This letter provides the new date for City Council meeting previously set for *August 25, 2023,* as written in the Notice of Violation dated *May 31, 2023.*

NOTICE is hereby given that on **August 24, 2023, at 1030am**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be demolished.

If you have questions or concerns regarding this letter, please contact the undersigned at (251) 208-1529.

Respectfully,

David Williams
Municipal Enforcement Officer II
Municipal Enforcement Division

MUNICIPAL ENFORCEMENT DIVISION
July 18, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 25, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2559 DOHM STREET** OWNED BY OR MAY HAVE AN INTEREST: **ROSEMARY CALDWELL,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 07 23 0 006 101
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile

Blight Survey –Re-Check

Report Date - _____

Property Address

2559 Dohm Street

Property Details

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

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	Y
Survey Date	03-01-23	Comments	

Property Score

Score	75	Score Description	~~Blight Review~~ DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 5-6-23

Voted 4-0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 05/31/2023

Property Address: 2559 Dohm Street **District No:** 1

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Rosemary Caldwell
84-688 Ala Mahiku Street, Apt. 156-A
Walanae, Hawaii 96792-1637

May 31, 2023

RE: **2559 Dohm Street**
Project Number: ME-027-23

Dear Rosemary Caldwell:

On May 22, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2559 Dohm Street.

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

LOT 2 STRAUSS ADD TO CRICHTON DBK 156 N.S. PG 61 #SEC 23 T4S R1W #MP29 07 23 0 006

Parcel Number: 29 07 23 0 006 101

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **July 15, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **July 15, 2023,** provide the Code Official with a work plan to accomplish the repairs by **July 15, 2023, July 15, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **July 15, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on July 25, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **2559 DOHM STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2559 DOHM STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2559 DOHM STREET** **AGENDA PHOTOS / DW**

2023/07/17

NUISANCE ABATEMENT **2559 DOHM STREET** **AGENDA PHOTOS / DW**

2023/07/17

NUISANCE ABATEMENT **2559 DOHM STREET** **AGENDA PHOTOS / DW**

2023/07/17

2023/07/17

NUISANCE ABATEMENT **2559 DOHM STREET** **POST UNSAFE / DW**

NUISANCE ABATEMENT **2559 DOHM STREET** **POST UNSAFE / DW**

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NUISANCE ABATEMENT **2559 DOHM STREET** **POST UNSAFE / DW**

NUISANCE ABATEMENT **2559 DOHM STREET** **POST UNSAFE / DW**

2023/05/22

Affidavit of Mailed Notice

Date: July 18, 2023

State of Alabama
County of Mobile

Subject Property: 2559 Dohm Street

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1536 or by email address daughenbaugh@cityofmobile.org.

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

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **2559 Dohm Street** Date: April 3, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date:

Per the Title Report, the owner is: Rosemary Caldwell

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Rosemary Caldwell 84-688 Ala Mahiku St Apt 156A Waianae HI 96792-1637	Owner Phone number 219-644-6664
2	Owner 2559 Dohm St Mobile AL 36607-3106	Subject Address

TAX STATUS: 2022 TAX PAID CURRENT

Parties with recorded liens per Title Report:

Weed Lien filed by the City of Mobile vs. Rosemary Caldwell, recorded in Probate Court on 12/15/2021, instrument # 2021082397

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

7/24/2023

Renewal Date of Contract:

7/24/2023

Funding Source

Project # 406 Michigan Avenue - ME-179-22 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition/Secure - 406 Miichigan Avenue	Cover Memo	7/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	7/20/2023 - 10:36 AM
City Clerk	Gauthier, Lana	Approved	7/20/2023 - 2:44

PM

RESOLUTION

Sponsored by: Councilmember William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **406 Michigan Avenue** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **406 Michigan Avenue** described as:

LOT 4 BLK 17 OF GLENDALE PARK PER DBK 61 N S PGS 316 THRU 317 #SEC 27 T4S R1W #MP29 10 27 2 001

Parcel Number: 29 10 27 2 001 020

Last Assessed to: YU CHEN

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

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

Adopted:

_____

City Clerk

Municipal Enforcement
City Of Mobile, Alabama

July 19, 2023

Yu Chen
7331 Willow Pointe Drive n
Mobile, Alabama 36695-4493

Re: City Council Meeting & Date Changes
406 Michigan Avenue
Mobile, Alabama 36604
Project Number: ME-179-22

Dear Yu Chen:

This letter provides the new date for City Council meeting previously set for *July 25, 2023,* as written in the Notice of Violation dated *May 31, 2023*.

NOTICE is hereby given that on **July 24, 2023, at 1030am**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be demolished.

If you have questions or concerns regarding this letter, please contact the undersigned at (251) 208-1529.

Respectfully,

David Williams
Municipal Enforcement Officer II
Municipal Enforcement Division

MUNICIPAL ENFORCEMENT DIVISION
July 18, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 25, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **406 MICHIGAN AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **YU CHEN,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 27 2 001 020
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

406 MICHIGAN AVE

Property Details

PARCEL KEYX	00909459	LOCAL HISTORIC REGISTRY	Leinkauf
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	~~N~~ Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	~~N~~ Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-12	COMMENTS	

Property Score

SCORE ~~47~~ 61

SCORE DISCRIPTION Review Committee

Notes

TC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10-24-22

Voted 4 to 1 for Demolition
(Historic Abstained for Secure)

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 05/31/2023

Property Address: 406 Michigan Avenue **District No:** 2

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Yu Chen
7331 Willow Pointe Drive N
Mobile, Alabama 36698-4493

May 31, 2023

RE: **406 Michigan Avenue**
Project Number: ME-179-22

Dear Yu Chen:

On March 2, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known 406 Michigan Avenue.

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

LOT 4 BLK 17 OF GLENDALE PARK PER DBK 61 N S PGS 316 THRU 317 #SEC 27 T4S R1W #MP29 10 27 2 001

Parcel Number: 29 10 27 2 001 020

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **July 15, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **July 15, 2023,** provide the Code Official with a work plan to accomplish the repairs by **July 15, 2023, July 15, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **July 15, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on July 25, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **406 MICHIGAN AVENUE** **AGENDA PHOTOS / DW**

NOTICE
2023/07/17

NUISANCE ABATEMENT **406 MICHIGAN AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **406 MICHIGAN AVENUE** **AGENDA PHOTOS / DW**

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2023/07/17

NUISANCE ABATEMENT **406 MICHIGAN AVENUE** **AGENDA PHOTOS / DW**

2023/07/17

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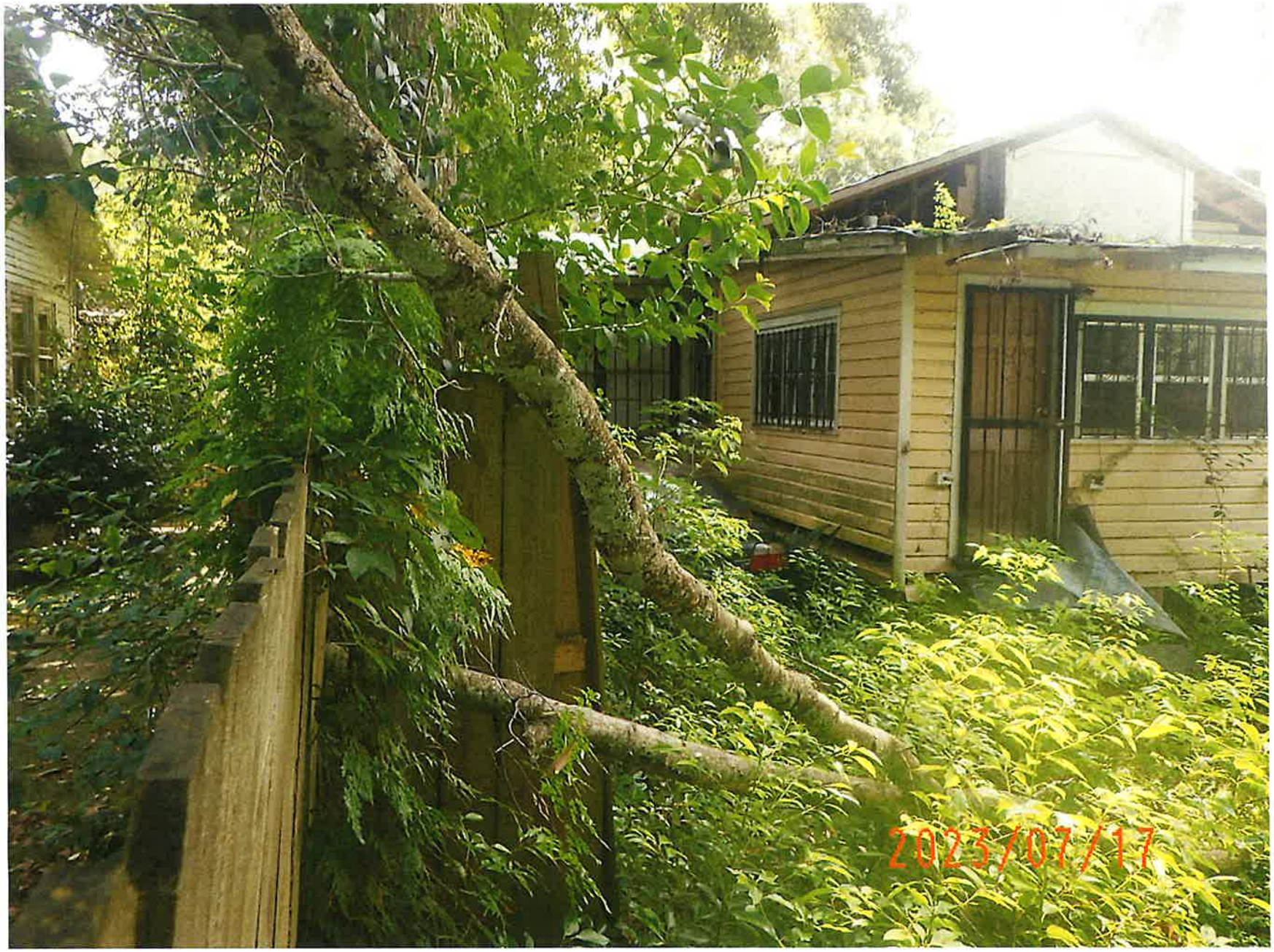
2023/07/17

NUISANCE ABATEMENT **406 MICHIGAN AVENUE** **AGENDA PHOTOS / DW**



2023/07/17

NUISANCE ABATEMENT **406 MICHIGAN AVENUE** **AGENDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: July 18, 2023

State of Alabama
County of Mobile

Subject Property – 406 Michigan Avenue

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

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

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 406 Michigan Avenue Date: November 8, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 2, 2022

Per the Title Report, the owner is: Yu Chen

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Yu Chen 7331 Willow Ponte Dr N Mobile AL 36695-4493	Owner Phone number 251-478-8842 Phone number 251-689-6598
2	Owner 406 Michigan Ave Mobile AL 36604-1922	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

7/24/2023

Renewal Date of Contract:

7/24/2023

Funding Source

Project # 559 Plum Street - ME-106-22 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 559 Plum Street	Cover Memo	7/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	7/20/2023 - 10:34 AM
City Clerk	Gauthier, Lana	Approved	7/20/2023 - 2:55

PM

RESOLUTION

Sponsored by: Councilmember William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **559 Plum Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **559 Plum Street** described as:

LOT 9 BLK 19 FISHER TRT DBK 22 P 332 HAVING 50 FT ON W/S PLUM ST & EXT BACK WLY WITH EQUAL WIDTH 150 FT #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel Number: 29 06 13 0 002 249

Last Assessed to: ERIC TERRELL THOMPSON

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

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

Adopted:

_____

City Clerk

Municipal Enforcement
City Of Mobile, Alabama

July 19, 2023

Eric Terrell Thompson
2051 Costarides Street
Mobile, Alabama 36617

Re: City Council Meeting & Date Changes
559 Plum Street
Mobile, Alabama 36603
Project Number: ME-106-22

Dear Eric Terrell Thompson:

This letter provides the new date for City Council meeting previously set for *July 25, 2023,* as written in the Notice of Violation dated *May 31, 2023*.

NOTICE is hereby given that on **July 24, 2023, at 1030am**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be demolished.

If you have questions or concerns regarding this letter, please contact the undersigned at (251) 208-1529.

Respectfully,

David Williams
Municipal Enforcement Officer II
Municipal Enforcement Division

MUNICIPAL ENFORCEMENT DIVISION
July 18, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 25, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **559 PLUM STREET** OWNED BY OR MAY HAVE AN INTEREST: **ERIC TERRELL THOMPSON,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 06 13 0 002 249
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

559 PLUM ST

Property Details

PARCEL KEYX	00719191	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE	THE BOTTOM MLK HERITAGE	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	Y
SURVEY DATE	2022-04-07	COMMENTS	

Property Score

SCORE	77	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-1-22

Votes 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 05/31/2023

Property Address: 559 Plum Street **District No:** 2

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Eric Terrell Thompson
2051 Costarides Street
Mobile, Alabama 36617

May 31, 2023

RE: **559 Plum Street**
Project Number: ME-106-22

Dear Eric Terrell Thompson:

On May 22, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 559 Plum Street.

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

LOT 9 BLK 19 FISHER TRT DBK 22 P 332 HAVING 50 FT ON W/S PLUM ST & EXT BACK WLY WITH EQUAL WIDTH 150 FT #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel Number: 29 06 13 0 002 249

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **July 15, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **July 15, 2023,** provide the Code Official with a work plan to accomplish the repairs by **July 15, 2023, July 15, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **July 15, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on July 25, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

559
2023/07/17

559
2023/07/17

NUISANCE ABATEMENT **559 PLUM STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **559 PLUM STREET** **AGENDA PHOTOS / DW**

559
2023/07/17

2023/07/17

2023/07/17

NUISANCE ABATEMENT **559 PLUM STREET** **AGENDA PHOTOS / DW**

2023/07/17

NUISANCE ABATEMENT **559 PLUM STREET** **AGENDA PHOTOS / DW**

2023/07/17

Affidavit of Mailed Notice

Date: July 18, 2023

State of Alabama
County of Mobile

Subject Property –559 Plum Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 559 Plum Street Date: September 13, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 27, 2022

Per the Title Report, the owner is: Eric Terrell Thompson

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Eric Terrell Thompson 2051 Costarides St Mobile AL 36617	Owner Phone number 251-442-5048 Phone number 251-450-2665 Phone number 251-402-9115
2	Eric Terrell Thompson 2055 Costarides St Mobile AL 36617	Secondary address
3	Eric Terrell Thompson 559 Plum St Mobile AL 36603	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Sponsored by:

Councilmember Gregory

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	7/20/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/20/2023 - 1:51 PM

RESOLUTION

Sponsored by: Councilmember Gina Gregory - District 7

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **7138 Eleventh Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **7138 Eleventh Street** described as:

LOTS 18 & 19 BLK 24 MOBILE TERRACE SUB DBK 156/540 #SEC 18 T4S R2W #MP28 04 18 1 002

Parcel Number: 28 04 18 1 002 104

Last Assessed to: BROWN LEDELL JR, C/O ANTOINETTE BROWN

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

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

Adopted:

_____

City Clerk

Municipal Enforcement
City Of Mobile, Alabama

July 19, 2023

Antoinette Brown
637 Alamos Avenue, Apt. 9C
Sacramento, California 95815-1105

Re: City Council Meeting & Date Changes
7138 Eleventh Street
Mobile, Alabama 36608
Project Number: ME-028-23

Dear Antoinette Brown:

This letter provides the new date for City Council meeting previously set for *July 25, 2023,* as written in the Notice of Violation dated *May 31, 2023.*

NOTICE is hereby given that on **July 24, 2023, at 1030am**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be demolished.

If you have questions or concerns regarding this letter, please contact the undersigned at (251) 208-1529.

Respectfully,

David Williams
Municipal Enforcement Officer II
Municipal Enforcement Division

MUNICIPAL ENFORCEMENT DIVISION
July 18, 2023

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 25, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **7138 ELEVENTH STREET** OWNED BY OR MAY HAVE AN INTEREST: **BROWN LEDELL JR, C/O ANTOINETTE BROWN,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 28 04 18 1 002 104
COUNCIL DISTRICT 7 – GINA GREGORY
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

7138 ELEVENTH ST

Property Details

PARCEL KEYX	00495413	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	7
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

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

Property Score

SCORE ~~26~~ 56 G

SCORE DISCRIPTION Stabilize Blight Review

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 5-20-22

Voted 5 to 0 for Demolition G

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 05/31/2023

Property Address: 7138 Eleventh Street **District No:** 7

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

Sese.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Antoinette Brown
637 Alamos Avenue, Apt. 9C
Sacramento, California 95815-1105

May 31, 2023

RE: **7138 Eleventh Street**
Project Number: ME-028-22

Dear Antoinette Brown:

On May 22, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 7138 Eleventh Street.

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

LOTS 18 & 19 BLK 24 MOBILE TERRACE SUB DBK 156/540 #SEC 18 T4S R2W #MP28 04 18 1 002

Parcel Number: 28 04 18 1 002 104

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **July 15, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **July 15, 2023,** provide the Code Official with a work plan to accomplish the repairs by **July 15, 2023, July 15, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **July 15, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on July 25, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama,** in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

LOWE'S
LOWE'S
2023/07/17

2023/07/17

2023/07/17

2023/07/17

2023/07/17

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LOWE'S
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2023/07/17

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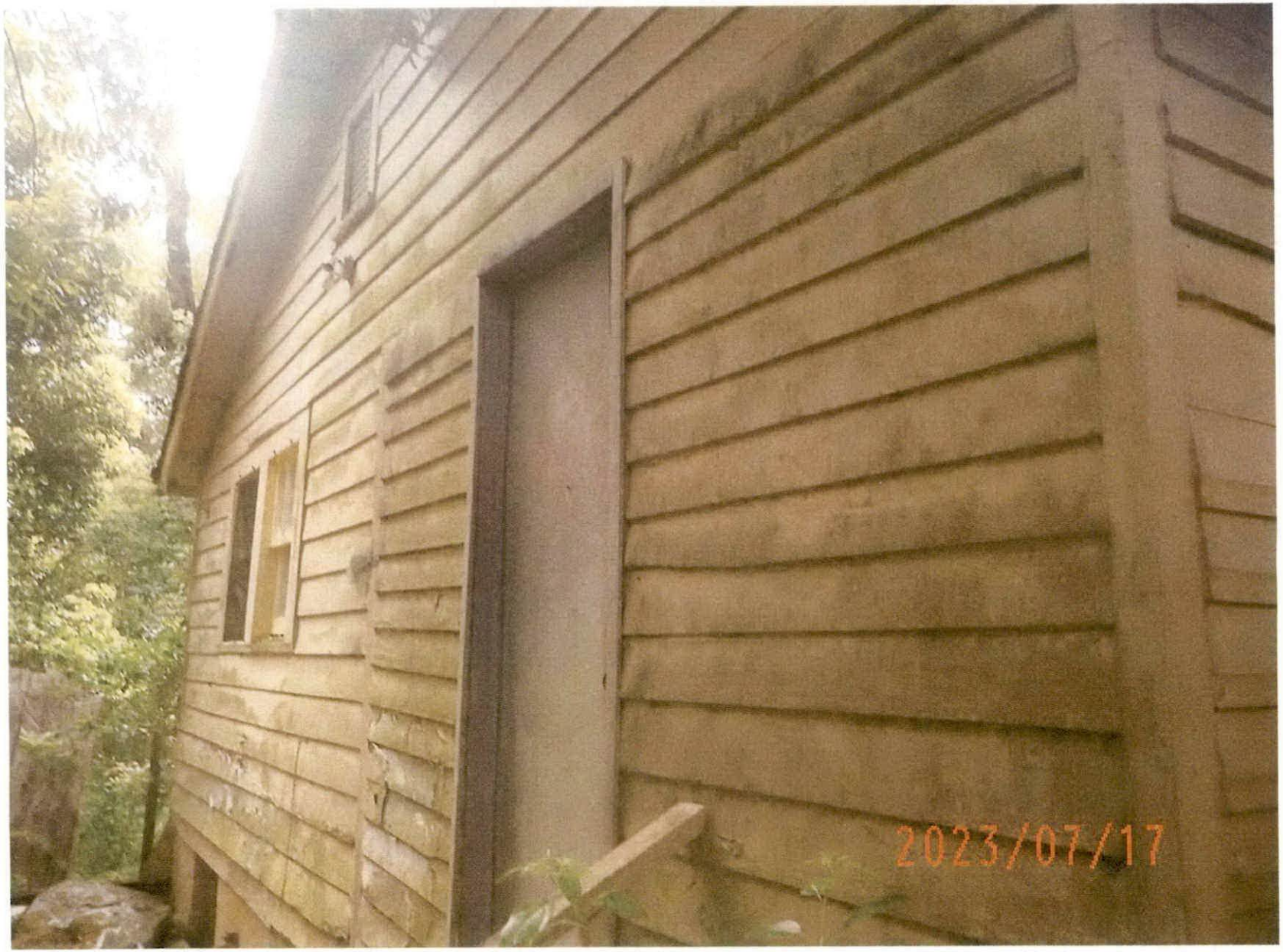
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2023/07/17

Affidavit of Mailed Notice

Date: July 18, 2023

State of Alabama
County of Mobile

Subject Property: 7138 Eleventh Street

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1536 or by email address daughenbaugh@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **16 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 7138 Eleventh Street (aka as 7140 on Map) Date: April 4, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 30, 2023

Per the Title Report, the owners are: Heirs of Ledell Brown DOD 6/2021

Note: Ledell Brown – Owner is deceased per daughter Antoinette Brown in June 2021. No obit.
Cannot locate La Tasha Brooks, daughter of Ledell Brown DOD 6/2021. Could not locate grandson Ian Cummings or granddaughter Shaunada Philips. Several other brothers of William Lewis Brown Jr DOD 3/26/2010, listed in obituary are Andy Brooks, Gregory McGadney, and Leonard McGadney. Cannot locate or prove they were siblings. Also, Tax Deed was issued 6/14/1983 for lot 18 only. No release issued.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Garry K Brown 2669 FIllingim St Mobile AL 36607-1333 Phone number 251-447-5208	Daughter in law of Ledell Brown DOD 6/2021 Phone number 251-447-5208
2	William Lewis Brown Jr 3412 Sumac Rd Louisville KY 40216-3337	Grandson of Ledell Brown DOD 6/2021 Phone number 502-791-1412 Phone number 502-767-0224 Phone number 502-290-1930
3	Wyland L Brown 637 Alamos Ave Apt 9C Sacramento CA 95815-1105	Grandson of Ledell Brown DOD 6/2021 Phone number 916-477-7555
4	Ledell Brown, Jr 637 Alamos Ave Apt 9C Sacramento CA 95815-1105 Phone number 916-477-7555	Son of Ledell Brown DOD 6/2021 Phone number 916-477-7555
5	Bobby Brown 1562 Bradmar Dr Mobile AL 36618-2954	Son of Ledell Brown DOD 6/2021 Phone number 251-361-9898

6 Marshall Knight
1151 Dauphin Island Pkwy
Mobile AL 36605-3225

Grandson of Ledell Brown DOD 6/2021
Phone number 251-432-4627

7 Toyja Knight
215 Lexington Ave
Mobile AL 36603-5107

Granddaughter of Ledell Brown DOD 6/2021
Phone number 251-438-7350
Phone number 251-432-4627

8 Yanina Knight
1163 Elmira St
Mobile AL 36604-2937

Granddaughter of Ledell Brown DOD 6/2021
Phone number 251-391-8796

9 Coronda Knight
353 Lexington Ave
Mobile AL 36603-5156

Granddaughter of Ledell Brown DOD 6/2021
Phone number 251-214-2900
Phone number 916-467-0050

10 Antoinette Brown
637 Alamos Ave Apt 9C
Sacramento CA 95815-1105

Daughter of Ledell Brown DOD 6/2021
Phone number 916-595-1875

11 Annie A Brown
8630 Schubert Ct
Elk Grove CA 95624-3879

Daughter of Ledell Brown DOD 6/2021
Phone number 916-332-5564

TAX STATUS: STATE TAX DEED ISSUED 6/14/1983. 2022 TAXES ARE CURRENT

12 M & R Properties
267 Houston St
Mobile AL 36606-4318

Tax Deed 43161 issued and recorded on 6/14/1983
Bk3350 Pg618

Parties with recorded liens per Title Report:

13 Mobile Infirmary
Business
Office/Liens/Collections
5 Mobile Infirmary Cir
Mobile AL 36607

Mobile Infirmary vs Antoinette Brown Acct Number 603438631-3231 recorded 8/26/2013 Bk7067 Pg 697

14 Mobile Infirmary
Business
Office/Liens/Collections
5 Mobile Infirmary Cir
Mobile AL 36607

Mobile Infirmary vs Toyja Knight Acct Number 600632962-5205 recorded 8/8/2005 Bk5824 Pg1082

15	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of AL vs Coronda L Knight Acct # IIT-R002606363 Lien number 380816896 Recorded 3/13/2023 Instrument # 2023014173
16	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of AL vs Bobby J Brown Acct # IIT-R004802434 Lien number 1062409728 Recorded 6/28/2018 Bk7653 Pg583

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Gina Gregory

Purpose and Scope of Project:

Funds will be used to assist the restoration and renovation of the Country Club Village Civic Association

Amount of Contract:

$5,000

Funding Source

Project # DSC-07/10041020-42080	**Discretionary Funds** DSC-07
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - COUNTRY CLUB VILLAGE CIVIC ASSOCIATION	Cover Memo	7/18/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	7/18/2023 - 1:15 PM

60- 2023

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

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Carroll wishes to appropriate **$5,000.00** to Country Club Village Civic Association, from his discretionary funds*; and

WHEREAS, Country Club Village Civic Association., is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to Country Club Village Civic Association., *will be used to assist with the restoration and renovation of the Country Club Village community building*

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

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Gina Gregory

Purpose and Scope of Project:

Funds will be used to assist with improvements to their front entrance area.

Amount of Contract:

$5,000

Funding Source

Project # DSC-07/10041020-42080 **Discretionary Funds** DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - PRINCETON WOODS HOMEOWNERS ASSOCIATION INC.	Cover Memo	7/18/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	7/18/2023 - 1:18 PM

60- 2023

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

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Carroll wishes to appropriate **$5,000.00** to Princeton Woods Homeowners Association Inc., from her discretionary funds*; and

WHEREAS, Princeton Woods Homeowners Association 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 Princeton Woods Homeowners Association Inc., *will be used to assist with improvements to their front entrance area.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$5,000.00** to* Princeton Woods Homeowners Association 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:7/24/2023

Submitted by:

Relya Mallory
Capital Projects Administrator
Celia Sapp,
Interim Finance Director

Sponsored by:

William S. Stimpson,
Mayor

Purpose and Scope of Project:

To transfer $140,000.00, within the General Fund (1000), from 10043005-42200 Engineering Professional and Technical to 10049070-42080 Performance Contracts for Events Mobile to be used for the Moon Pie Drop.

Funding Source

Project # **Discretionary Funds**

Project String 1000 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Special Events-Moon Pie Drop	Cover Memo	7/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	7/20/2023 - 11:02 AM
Budget	Sapp, Celia	Approved	7/20/2023 - 10:49 AM
Legal	Kern, Chris	Approved	7/20/2023 - 12:05 PM

Legal	Kern, Chris	Approved	7/20/2023 - 12:05 PM
Mayors Office	Montgomery, Brandi	Approved	7/20/2023 - 2:34 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $140,000.00 be transferred within the General Fund (Fund 1000) from 10043005-42200 Engineering Professional and Technical to 10049070-42080 Performance Contracts for Events Mobile to be used for the Moon Pie Drop.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman William Carroll

Purpose and Scope of Project:

Approve contract with Thompson Engineering, Inc. for Engineering Services.

Amount of Contract:

$80,500.00

Funding Source

Project # C0875 **Discretionary Funds**

Project String 2000.2000.48020 **Contract Number:**4550

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Street and Culvert Repairs	Cover Memo	7/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	7/19/2023 - 11:34 AM
Capital	Rhodes, Brenda	Approved	7/19/2023 - 12:49 PM
Legal	Kern, Chris	Approved	7/19/2023 - 3:49 PM
Mayors Office	Montgomery, Brandi	Approved	7/20/2023 - 2:33 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: N. Washington Ave Street and Culvert Repairs
COM Project: 2023-3005-19
PROJECT #: C0875 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: $80,500.00

VENDOR NAME: Thompson Engineering, Inc.

VENDOR NUMBER: 203598

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ **N X**__; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Jessica White **Date** 7/19/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilman William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company:	Thompson Engineering, Inc.
Project Name:	N. Washington Ave Street and Culvert Repairs COM Project No. 2023-3005-19
Estimated Cost:	$80,500.00

Adopted:

_____

City Clerk

MOBILE
ALABAMA

N. WASHINGTON AVE
STREET AND CULVERT REPAIRS

PROJECT NO. 2023-3005-19

ENGINEER:

THOMPSON ENGINEERING, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Thompson Engineering, Inc.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **Thompson Engineering, Inc.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

LABORATORY - The commercial testing laboratory assigned to perform engineering materials testing services for this PROJECT. The LABORATORY so assigned to this PROJECT is **Thompson Engineering, Inc.**

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER for any Task and/or Phase as set out in Section III.

PROJECT – N. WASHINGTON AVE - STREET AND CULVERT REPAIRS, City of Mobile Project No. 2023-3005-19. This is for engineering design and construction inspection of culvert repairs and associated street restoration. (See Exhibit A for approximate locations). **The professional engineering design services may include survey, design, preparation of plans/specifications/cost estimates/bid documents; advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

PROJECT ENGNEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility

of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases/Tasks:

- Design Phase
    1. Preliminary Engineering
    2. Final Engineering
- Pre-Bid to Pre-Construction Phase
    1. Bidding Assistance
- Construction Phase
    1. Construction Administration and Quality Assurance Services
- Additional Services

A. DESIGN PHASE

1. General

    a. Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct weekly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

    b. Requirements under this task shall include all work necessary to provide all plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final PROJECT.

2. Preliminary Engineering and General Requirements

    a. Obtain existing mapping, drainage system records, easement/right of way records and/or other relevant PROJECT records/documents.

    b. Contact Alabama Line Locator service and individually contact all utility companies. Locate all utilities via 811 in the PROJECT area and other areas affected by this PROJECT that may produce a conflict to construction.

    c. Structural Engineering review as needed.

    d. Omit.

    e. Provide cost estimates and alternatives for construction of the PROJECT.

f. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.

g. ENGINEER shall ensure all utilities have been located and all utility companies have been contacted. Show utilities on the plans including contact information for each utility. Coordinate resolution of utility conflicts with utility companies and document correspondence.

h. Prepare and submit to the CITY's Engineering Department, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm,...). The ESC Plan shall be prepared and signed the PROJECT ENGINEER.

i. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the PROJECT bid package.

j. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed within the survey limits.

k. The plans must be designed under the direct supervision of the PROJECT ENGINEER. The the PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The PROJECT ENGINEER's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans.

l. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans.

m. Identify all permits required by federal, state and local agencies in order to complete the PROJECT.

n. Omit

o. Omit

3. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Cost Estimate, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the PROJECT before and after construction. Work shall include plans for the replacement of the top of the existing culvert and associated street and adjoining property restorations. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The plans will show all existing and proposed utilities for the PROJECT area. The ENGINEER shall provide coordination with all utilities throughout the design stage to insure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine Agreement compliance for approving fee requests and determining the PROJECT costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

a. Plans shall be submitted at two (2) stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

   (1) **Preliminary Engineering Submittal** (approximately 90% completion) shall be made **Four (4) weeks** after the Notice to Proceed is received by the ENGINEER. Plans will include details of GIS supplied information such as topography, trees, drainage structures, all utilities, property lines and owners, rights-of-way, easements, obstructions, problem areas and any other pertinent information. Plans shall be provided to each utility at this time. Review by Structural Engineer to be performed as needed.

   (2) **Final Engineering Submittal** (approximately 100% completion) shall be made **Two (2) weeks** after 90% comments are received by ENGINEER. Plan and profile layout sheets, cross-section sheets, typical

sections, drainage sections, erosion control and sedimentation prevention plan, summary of quantities, ENGINEER's cost estimate, bid documents will be submitted for the selected alternate. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Temporary constructon easement documents will be prepared by the City of Mobile. All pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. The review comments from the Preliminary Design Plans (90%) must be addressed and incorporated. If requested, a "Plan-in-Hand" on-site review of the work should be made prior to this time with the CITY ENGINEER. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications. A final review shall be made by the CITY ENGINEER prior to bidding where the review comments from the Final Engineering Submittal (100%) must be addressed and incorporated.

b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

c. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the PROJECT.

e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

f. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically

directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

B. PRE-BID to PRE-CONSTRUCTION PHASE

1. Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:

   a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.

   b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.

   c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.

   d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the PROJECT should be indicated on this list.

   e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.

   f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.

g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall be unbound and contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.

h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE

1. Quality Assurance

a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

a. Omit

b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.

c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.

d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.

e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

   a. The ENGINEER shall appoint a competent INSPECTOR , capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

      The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

   b. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.

   c. If required, the CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.

   d. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.

   e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.

g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.

h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.

i. Omit

j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.

l. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall provide written notification to the CONTRACTOR indicating the acceptance date for PROJECT maintenance. A copy of the said notification will be provided to the CITY ENGINEER.

4. Progress Review

a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.

c. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.

b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

6. Materials Testing

a. Testing frequency and procedure shall be in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

b. Prior to start of construction of concrete bridges, culverts, headwalls, curb or gutter or other concrete structures, the LABORATORY shall review and

approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete specified. Cylinder test results for a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and subject to the approval by the LABORATORY.

c. During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from each day's placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump, air content, and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed one at seven days and two at 28 days from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28-day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

d. Special Inspections, the LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

B. This CONTRACT may be terminated for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C, in accordance with the Disbursement Schedule in Exhibit D, and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

   a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 90%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 90% of this CONTRACT shall not exceed $25,000.00 (Twenty Five Thousand Dollars and Zero Cents).

   b. Based on the results of the 90% submittal review, ENGINEER shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. Payment for work performed in Section III.A through 100% Design of this CONTRACT shall not exceed $5,000.00 (Five Thousand Dollars and Zero Cents). Payment for work performed in Section III.B of this CONTRACT shall not exceed $4,500.00 (Four Thousand Five Hundred Dollars and Zero Cents).

c. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III.C of this Agreement shall not exceed $30,000.00 (Thirty Thousand Dollars and Zero Cents).

d. Upon letting of the contract for construction of this PROJECT, compensation to the LABORATORY for materials testing services as described in Section III.C.6 shall be determined by the CITY ENGINEER. The LABORATORY's invoice shall be submitted with the CONTRACTOR'S monthly estimate. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III.C.6 of this Agreement shall not exceed $8,500.00 (Eight Thousand Five Hundred Dollars and Zero Cents).

e. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed $7,500.00 (Seven Thousand Five Hundred Dollars and No Cents).

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT

shall not exceed $80,500.00 (Eighty Thousand Five Hundred Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:
ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
   b. Employer's Liability with limits of not less than:

      Bodily Injury by Accident $1,000,000 each accident

Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, 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 CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER 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.

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER 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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

THOMPSON ENGINEERING, INC.

By:_____

Print: MATTHEW C. ROGERS, P.E.

Its: PRINCIPAL ENGINEER

Address: 2970 COTTAGE HILL RD, STE 190
MOBILE, AL 36606

Telephone: 251-666-2443

STATE OF ALABAMA
CITY OF MOBILE

I, Stephanie Ivey McAleer, a Notary Public in and for said State and County, hereby certify that Matthew C. Rogers, whose name as Principal Engineer of Thompson Engineering, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 30 day of June, 2023.

_____
NOTARY PUBLIC

STEPHANIE IVEY MCALEER NOTARY PUBLIC STATE AT LARGE

My Commission Expires:

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026

EXHIBIT A: PROJECT LOCATION

PROJECT LIMITS – N. Washington Ave, from St Louis St to N. Broad St

EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **N. WASHINGTON AVE - STREET AND CULVERT REPAIRS,** City of Mobile Project No. **2023-3005-19.**

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (Design Phase, Pre-Bid to Pre-Construction Phase, and Construction Phase) to be paid the ENGINEER shall not exceed $80,500.00 **[Eighty Thousand Five Hundred Dollars and No Cents],** unless authorized by the CITY.

CITY DISTRICT: District 2

EXHIBIT C: ENGINEER'S SUMMARY OF HOURLY RATES

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003) ..... $292.00/hr.
Principal Engineer II (code 008)..... $272.00/hr.
Principal Engineer I (code 005)..... $225.00/hr.
Senior Engineer III (code 052) ..... $204.00/hr.
Senior Engineer II (code 051) ..... $200.00/hr.
Senior Engineer I (code 050) ..... $188.00/hr.
Project Engineer III (code 152)..... $162.00/hr.
Project Engineer II (code 151) ..... $135.00/hr.
Project Engineer I (code 150) ..... $123.00/hr.
Engineering Associate III (code 201) ..... $118.00/hr.
Engineering Associate II (code 200) ..... $114.00/hr.
Engineering Associate I (code 260) ..... $102.00/hr.

Scientist / Geologist

Principal Scientist (code 311) ..... $176.00/hr.
Senior Scientist (code 115)..... $146.00/hr.
Staff Scientist III (code 165)..... $128.00/hr.
Staff Scientist II (code 215)..... $111.00/hr.
Staff Scientist I (code 270).....$95.00/hr.

Designer / Drafter

Senior Designer III (code 658) ..... $132.00/hr.
Senior Designer II (code 657) ..... $120.00/hr.
Senior Designer I (code 656) ..... $103.00/hr.
Designer III (code 654) .....$93.00/hr.
Designer II (code 652) .....$91.00/hr.
Designer I (code 651) .....$79.00/hr.

Technician

Senior Materials Specialist (code 515) ..... $140.00/hr.
Materials Specialist (code 514) ..... $104.00/hr.
Senior Technician (code 506) .....$91.00/hr.
Technician III (code 503) .....$73.00/hr.
Technician II (code 502) .....$69.00/hr.
Technician I (code 501) .....$66.00/hr.

Inspector

Senior Inspector (code 706) .....$95.00/hr.
Inspector II (code 702).....$78.00/hr.
Inspector I (code 701).....$62.00/hr.

Specialist

Senior Specialist (code 399) ..... $141.00/hr.
Staff Specialist III (code 299) ..... $121.00/hr.
Staff Specialist II (code 351) ..... $100.00/hr.
Staff Specialist I (code 271) .....$83.00/hr.
Field Assistant (code 500) .....$62.00/hr.

Project Manager

Principal Project Manager (code 001)..... $230.00/hr.
Senior Project Manager (code 112)..... $175.00/hr.
Project Manager (code 162)..... $133.00/hr.
Project Coordinator II (code 250)..... $116.00/hr.
Project Coordinator I (code 252).....$87.00/hr.

Consultant (Roofing, Safety, etc.)

Principal Consultant (code 002) ..... $208.00/hr.
Registered Consultant (code 307) ..... $177.00/hr.
Senior Consultant (code 313)..... $150.00/hr.
Project Consultant (code 309)..... $130.00/hr.
Staff Consultant II (code 357)..... $118.00/hr.
Staff Consultant I (code 359)..... $102.00/hr.

Surveyor

Professional Land Surveyor II (code 604) ..... $158.00/hr.
Professional Land Surveyor I (code 605) ..... $133.00/hr.
Drone Data Processor (code 601) ..... $110.00/hr.
Drone Pilot (code (602) ..... $110.00/hr.
Surveyor, Party Chief (code 603)..... $110.00/hr.
Surveyor, Instrument Man (code 606) .....$73.00/hr.
Surveyor, Rodman (code 607).....$61.00/hr.

Administrative

Documentarian II (code 797).....$87.00/hr.
Documentarian I (code 798).....$80.00/hr.
Administrative Assistant II (code 799).....$70.00/hr.
Administrative Assistant I (code 800).....$65.00/hr.

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase:

Preliminary Engineering (90%)……..$25,000.00

Final Engineering (100%)…….. ……..…..$5,000.00

Pre-Bid to Pre-Construction Phase:

Bidding Assistance ……..……..$4,500.00

Construction Phase:

Construction Administration and QA Services…….. ……..$30,000.00

Materials Testing (Laboratory) Services…….. ……..$8,500.00

Additional Services (If requested in writing by the City Engineer)……..$ 7,500.00

Total Contract Amount including Additional Services $ 80,500.00

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
    - Advertisement for Bids
    - Instructions to Bidders
    - Contractor Proposal
    - Contractor Bid Bond
    - Contractor Labor & Materials Bond
    - Contractor Performance Bond
    - Certificate of Contractor's & Subcontractor's Insurance
    - Special Provisions
    - Articles of Agreement
    - Supplemental Specifications
    - PROJECT Sign Detail
    - Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
    - Documents showing final quantities & payment
    - Product Specifications, if applicable
- All Haul Tickets
    - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: INSURANCE CERTIFICATIONS

THOMENG-01 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Abby Foster	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3609	FAX (A/C, No): (334) 244-0350
	E-MAIL ADDRESS: afoster@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED	INSURER B :	
Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	GLO 3534778	1/1/2023	2/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liab.						MED EXP (Any one person)	$ 10,000
	X XCU Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EBL AGGREGATE	$ 2,000,000
A	AUTOMOBILE LIABILITY	X	X	BAP 3534779	1/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	WC 3534777	1/1/2023	2/1/2024	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N						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)

N. WASHINGTON AVE STREET AND CULVERT REPAIRS
PROJECT NO. 2023-3005-19

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability and Automobile Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
P. O. Box 1827
Mobile, AL 36644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David J Durden

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cadence Insurance (Formerly BXS Insurance)
760 Howard Avenue, 2nd floor
Biloxi MS 39530

CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 8002770856 **FAX (A/C, No):** 228-863-1957
E-MAIL ADDRESS: patty.savage@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Insurance Company, Inc.	37540
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Thompson Engineering Inc.
2970 Cottage Hill Rd Ste 190
Mobile AL 36606

COVERAGES **CERTIFICATE NUMBER:** 60412890 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP8S42687023NF	1/1/2023	2/1/2024	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			C1D697230701	1/1/2023	2/1/2024	Per Claim Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NOTE: Umbrella Coverage above; policy number CUP8S42687023NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778, Auto Liability policy number BAP3534779, and Employers Liability policy number WC3534777 written through Zurich American Insurance Company effective 1/1/2023 to 2/1/2024. Umbrella is follow form these policies.
N. Washington Ave; Street and Culvert Repairs; Project No. 2023-3005-19

CERTIFICATE HOLDER

City of Mobile
P. O. Box 1827
Mobile AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2023-3005-19 Current Date 7 / 10 / 23

Project Description N Washington Ave - Street and Culvert Repairs

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.

Waiver requested due to the nature of the work. This is a Contract for engineering design and construction inspection services that are specialized and the proposal fee amounts are small enough to not warrant the use of sub-consultants.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 7/10/2022 (Date)

251-208-7426
Telephone Number

nick.amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Supplier Diversity Manager (Title) July 10, 2023 (Date)

Approved By (CAO)

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Relya Mallory
Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor
William Carroll, District 2

Purpose and Scope of Project:

To allocate $19,500.00 in the Capital Improvements Fund (2000) Capital Project D0014; Capital Discretionary-District 2 for a Performance Contract to First Hopewell Missionary Baptist Church for the installation of sidewalk panels on Shelby Street.

Funding Source

Project # **Discretionary Funds**

Project String 2000.2000 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	7/20/2023
Hopewell Contract	Cover Memo	7/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Mallory, Relya	Approved	7/20/2023 - 11:19 AM
Capital	Mallory, Relya	Approved	7/20/2023 - 11:35 AM
Mayors Office	Montgomery, Brandi	Approved	7/20/2023 - 2:34 PM

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, installation of sidewalk panels promote walkability for residents, and enhancement of safety of travel and, thereby benefitting the public good; and

WHEREAS, First Hopewell Missionary Baptist Church plans to repair and complete the installation of sidewalk panels located on Shelby Street; and

WHEREAS, helping fund the construction, repair and installation of this sidewalk is a good, proper and justifiable use of public resources.

BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of $19,500.00 from Capital Project D0014 Capital Discretionary-District 2 (Fund 2000); to First Hopewell Missionary Baptist Church, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, that this action is necessary to perform essential minimum functions of the Council, and further authorizes the Mayor and City Clerk to execute and attest for and on behalf of the City of Mobile the contract attached hereto 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

STATE OF ALABAMA)

COUNTY OF MOBILE)

PERFORMANCE CONTRACT
DISCRETIONARY FUND – COUNCILMEMBER WILLIAM CARROLL

THIS PERFORMANCE CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **FIRST HOPEWELL MISSIONARY BAPTIST CHURCH,** a not-for-profit entity organized and existing under the laws of the State of Alabama (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, the City desires to provide Nineteen Thousand Five Hundred Dollars NO/100, ($19,500.00) to the First Hopewell Missionary Baptist Church for the funding of a Sidewalk Repair and Improvement Project, to be advanced from D0014 Capital Discretionary fund District 2; and

WHEREAS, the Project involves a total cost of $19,500, including the repair, and in some areas, complete installation of sidewalk panels located on Shelby Street; and

WHEREAS, the City desires to provide funding for the Project because the repairs and improvements will promote walkability, enhance the safety of travel along said section of Shelby Street for residents of Mobile pursuing recreational and travel opportunities, and will, thereby, serve a public purpose.

NOW, THEREFORE,

WITNESSETH:

That the City, 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 sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

City hereby agrees to pay the Contractor the sum of **NINETEEN THOUSAND AND FIVE HUNDRED DOLLARS AND NO/100 ($19,500.00)**, payable for the period from the execution of this Agreement to **September 30, 2023**. Said funds will be disbursed in a single payment which shall result from written requests to be delivered to the City's Accounting Department.

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used only for the following purposes:

Said funds shall be used exclusively for the Shelby Street Repair and Improvement Project to repair and/or replace sidewalks on the City right of way on Shelby Street. In the event the Project is cancelled, or the funds not used, all or in part for this Project, First Hopewell Missionary Baptist Church will refund to City the unexpended balance within sixty (60) days.

The Contractor shall provide to City's Accounting Department an activity report and financial report upon the completion of its services performed under this Agreement. Additionally, Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the 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 the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the 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 manner in which services by the Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible therefor.

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 contract or the license or any of the rights or privileges granted herein without the prior written consent of the City; which such consent shall be granted or denied solely at City's discretion.

The 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.

The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel this Agreement.

The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an

attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

The Contractor agrees and understands that the funding of this Agreement is solely provided from the **Discretionary Fund of District Two**. If, at any time during the City's fiscal year, City's actual revenues decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this Agreement, City shall maintain the right to terminate this Agreement upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

2. Employer's Liability with limits of not less than:

   Bodily Injury by Accident $1,000,000 each accident
   Bodily Injury by Disease $1,000,000 policy limit
   Bodily Injury by Disease $1,000,000 each employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Consultant or Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage, and $2,000,000 annual aggregate.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance:

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Professional Liability Insurance (Consultants only):

1. Projects $0 - $1,000,000 $1,000,000 /$2,000,000 annual aggregate
   Projects over $1,000,000 to be determined by Owner

F. Builders Risk Insurance (Contractors only):

1. The Contractor shall carry for the City, himself, and all Subcontractors Builder's Risk Insurance to cover the full amount of the Contract during construction, fabrication or erection of any equipment. Such coverage shall be written on "All Risk" basis.

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorney 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 of 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 from this Agreement.

All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City:

City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Copy to: **City Attorney**
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

And to Contractor:

First Hopewell Missionary Baptist Church
664 Shelby Street
Mobile, AL 36610

First Hopewell Missionary Baptist Church will obtain lien waivers from its contractors prior to First Hopewell Missionary Baptist Church's payment to the contractors, and if requested will provide copies to the City. First Hopewell Missionary Baptist Church will not permit any lien to attach to any property of City, and shall indemnify City for all related costs to cure in the event of said action.

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.

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.

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.

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.

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.

The contractor agrees that it shall comply with all the requirements of the State of **Alabama Immigration Law** (Act No. 2011-535 as mended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

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.

By signing this Agreement, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

Contractor's signatory below represents the she or he has all requisite power and authority to execute and deliver this Agreement on behalf of Contractor and to sufficiently legally bind Contractor to perform its obligations hereunder.

Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
Its Mayor

ATTEST:

BY_____
Its City Clerk

FIRST HOPEWELL MISSIONARY BAPTIST CHURCH

BY_____

Its Authorized Agent

I declare under penalty of perjury that all facts, figures, reports, budgets, request and supporting documentation submitted to procure public funds are true and correct. I further declare that I do so with a continued obligation to supplemental said information.

FIRST HOPEWELL MISSIONARY BAPTIST CHURCH

BY_____

Its Authorized Agent

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____ whose name as **AUTHORIZED AGENT OF FIRST HOPEWELL MISSIONARY BAPTIST CHURCH,** a non-profit entity, is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the _____ day of _____, 20__.

(SEAL)

_____
Notary Public
State of Alabama At-Large
My Commission Expires:_____

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

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	7/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/6/2023 - 2:27 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

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Friends of African American Heritage Trail, Inc. to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on July 24, 2023, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Friends of African American Heritage Trail, Inc. for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, KARLOS F. FINLEY, individually or on behalf of FRIENDS OF AFRICAN AMERICAN HERITAGE TRAIL 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:
FRIENDS OF AFRICAN AMERICAN HERITAGE TRAIL, INC.

Mobile Business Address: 355 N. ANN ST., 36603

Telephone: _____ Trade Name (d/b/a): DFFAAHT

II. Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Mobile Residence:

_____

Address code City State Zip

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ 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 AL
Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: 355 N. ANN ST., MOBILE, AL 36603

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY APPLICATION

CHAPTER 59 of the Mobile City Code requires every person who desires to operate a taxicab, shuttles, limousine, carriage, charter, or transportation service to first obtain a certificate of public convenience and necessity.

Where to Apply: Applications may be obtained from the City Clerk's office on the 9th floor of Government Plaza, 205 Government Street or printed from the City of Mobile website: www.cityofmobile.org

1. **Background Check:** Each applicant must complete the attached background information sheet and undergo a records check by the Mobile Police Department, located at 2460 Government Street. If the applicant is a partnership, corporation, or other legal entity, the background check will be conducted on all officers, partners, directors, and any shareholder holding more than 25% of the outstanding stock of any corporation. (There is a $10.00 fee for each records check).

***Applicant: Please obtain a records check from MPD Records (with embossed seal) to return with your completed application.**

Where to File the Application:

2. **Applicant, when you receive your local record check from the MPD, only then will you return your completed application to the City Clerk's Office, along with a $100 application fee (cash or check). Make Checks payable to: City of Mobile. The application must also be properly notarized, or it will not be accepted.**

*After the completed application is received, the City Clerk's Office will forward it to the Police Dept. to review the application and the information provided therein. The Police Dept. shall report to the Council any information pertinent to the application or applicant. The Council shall not consider any application until such time as the police department has issued its report to the Council.

Public Hearing: The City Code requires that a public hearing be held on the application. Applicants will be notified of the hearing date. **Please refer to Section 59 of the City Code for the factors that will be considered by the City Council.** (www.cityofmobile.org → Government Tab → Municipal Code).

Other Requirements: The following items must be submitted to the City Revenue Department **BEFORE** a City business license will be issued. **After the City Council has approved your application, you must submit the following items to the City Revenue Department in order to receive a City business license:**

- Certificate of Public Convenience and Necessity
- Proof of Insurance (see attached City Code sections for minimum requirements)
- Chauffeur's license (issued by the Police Department) on all drivers.
- Certificate from a licensed, qualified garage stating that the vehicle(s) have been inspected and meets the requirements of the City Code.

Please be aware that this process may take up to 4 to 6 weeks; For more information contact the City Clerk's Office at 208-7411

(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

Name	Title	Address	Amount of Stock Held (if any)
FRIENDS OF AFRICAN AMERICAN HERITAGE TRAIL, INC.			

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
N/A				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 7 days a week 9-5pm

How many vehicles (carriages) do you intend to operate? 2
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: FORD	Year: 2016	Model: T-350 TRANSIT
Make: FREIGHTLINER	Year: 2011	Model: CHASSIS
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.

Karlos Finley
Applicant's Signature

NAME OF ENTITY:

FRIENDS OF AFRICAN AMERICAN HERITAGE TRAIL, INC

By: KARLOS F. FINLEY
Its PRESIDENT

SWORN TO AND SUBSCRIBED BEFORE ME THIS
22 **DAY OF** June, 2023

Lana Pafenbach-Gauthier
Notary Public

LANA PAFENBACH-GAUTHIER
My Commission Expires
April 28, 2025

(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: KARLOS F. FINLEY

Nickname(s) or Maiden Name: _____

Current Address: 501 MONROE ST.

Previous Address: _____

Personal Description:

Height: 6'

Weight: 215 lbs.

Hair Color: BLK/GRY

Eye Color: BROWN

Social Security Number:

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Karlos Finley

Signature

6/22/23

Date signed

(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: _____

Date of Birth: _____ Social Security #: _____

Present Address: _____

Home Phone Number: _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
N/A			

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

N/A

Give nature of all transactions or acts giving rise to these judgements.

N/A

Give name and location of court in which judgements were entered and date entered.

N/A

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Karla Hinely — **Signature**

6/22/23 — **Date Signed**

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	FINLEY, KARLOS FITZGERALD		
Address:		**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	M	**Age:**	58
Weight:	220	**Eyes:**	BROWN
Height:	6'00"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #**	**DL Type:**	**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:
A RECORD

CHECKED BY: [signature]
DATE: 6/22/2023

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Last_Name : finley

First_Name : karlos

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
1870704939 01	1870704939	7/26/1987	FINLEY, KARLOS FITZGERALD		UNKNOWN LOCATION, UNKNOWN,	SYSTEM CONVERSION,	CONV	1951 ST STEPHENS UNKNOWN,	DISORDERLY CONDUCT - (SPECIFY CONDUCT) RESISTING ARREST.

1 Records Selected

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT / PHONE / FAX / E-MAIL
NORTHEAST AGENCIES 7349 IBM DR STE 103, CHARLOTTE, NC 28262	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
DORA FRANKLIN FINLEY AFRICAN HERITAGE TRAIL PO BOX 40926 MOBILE, AL 36640-0000	INSURER A : Progressive Specialty Insurance Company	32786
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 467053871182595208D042523T214753 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y	N	04220294	10/19/2022	10/19/2023	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Mobile County Commission
The 8th Floor South Tower
205 Government St
Mobile, AL 36644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Pruett

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
NORTHEAST AGENCIES		DORA FRANKLIN FINLEY AFRICAN HERITAGE TRAIL PO BOX 40926 MOBILE, AL 36640-0000
POLICY NUMBER		
04220294		
CARRIER	NAIC CODE	EFFECTIVE DATE: 10/19/2022
Progressive Specialty Insurance Company	32786	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	$100,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2016 FORD T-350 TRANSIT W 1FBAX2CM5GKB17148	
Collision	$1,000 Ded
Comprehensive	$500 Ded
Medical Payments	$2,000
Rental Reimbursement	$40 Per Day ($1,200 Max)
Roadside Assistance	Selected w/$0 Ded
2011 FREIGHTLINER CHASSIS 4UZACPDT6BCBB8526	
Collision	$1,000 Ded
Comprehensive	$500 Ded
Medical Payments	$2,000
Rental Reimbursement	$40 Per Day ($1,200 Max)

Liability coverage may not apply to all scheduled vehicles.

Additional Information

Mobile County Commission is listed as an Additional Insured on this commercial auto policy.

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MOBILE ALABAMA

Anticipated Start Date _____

Complete and return form to:
Revenue Department
P.O. Box 3065, Mobile, AL 36652-3065
Phone: 251-208-7462 Fax: 251-208-7954
Email: revenue@cityofmobile.org

BUSINESS LICENSE / TAX APPLICATION

Application Type: ☐ NEW ☐ NAME CHANGE ☐ OWNER CHANGE ☐ LOCATION CHANGE

BUSINESS INFORMATION

Legal Business Name: FRIENDS of AFRICAN AMERICAN HERITAGE TRAIL

Principal Business Activity & Product: HISTORIC TOURS & HISTORIC GALLERY

Will business be conducted under another name (DBA)? ☐ NO ☑ YES

If DBA applies, please specify trade name (DBA): DORA FRANKLIN FINLEY AFRICAN-AMERICAN HERITAGE TRAIL

Physical Address (Where the business is physically located & doing business from): 355 N. ANN ST

City: MOBILE	State: AL	Zip Code: 36603
Business Phone: 251-725-2236	Cell Phone: N/A	Email: info@dffaaht.org
Contact Person & Title: KARLOS FINLEY, PRES	Phone: 251-533-2174	Email: Karlos.finley@gmail.com

Mailing Address: 355 N. ANN ST.

City: MOBILE	State: AL	Zip Code: 36603

Federal Tax ID (FEIN) #: 27-1720928	State of Alabama Tax #:

Business Structure / Form of Organization:

☐ SOLE PROPRIETORSHIP ☐ CORPORATION ☐ LLC
☐ PARTNERSHIP ☒ NON-PROFIT CORPORATION ☐ PROFESSIONAL ASSOCIATION
☐ OTHER (Please specify): _____

FILL IN LAND/BUILDING INFO IF PHYSICAL LOCATION IS IN THE CITY OR IT'S POLICE JURISDICTION:

Land / Building ☐ OWN ☒ RENT **If rent, provide a copy of lease & owner information below:**

Property Owner Name: HISTORIC FRANKLIN HOUSE GALLERY		Phone: 251-725-2236
Address: 355 N. ANN ST		
City: MOBILE	State: AL	Zip Code: 36603

BUSINESS OWNER / APPLICANT INFORMATION

Owners, Partners or Officers (attach separate sheet if necessary): *Copy of Driver's Licenses Must Be Provided*

Name: KARLOS FINLEY	Title: PRES, BoD	Contact #:
Date of Birth: 2-7-65	Driver's License:	SS #:
Address:		
City: MOBILE	State: AL	Zip Code: 36602

Name: CHERYL FRANKLIN	Title: VICE PRES BoD	Contact #:
Date of Birth 50	Driver's License #:	SS #:
Address:		
City: MOBILE	State: AL	Zip Code: 36606

BUSINESS LICENSE / TAX APPLICATION (PAGE 2)

LICENSING / APPLICABLE TAXES

Business Operated From: ☐ HOME ☑ STORE FRONT OR OFFICE

Physical Location: ☑ CITY ☑ POLICE JURISDICTION ☐ OUTSIDE CITY LIMITS AND POLICE JURISDICTION

Tax Types:

☐ SALES TAX	☐ RENTAL TANGIBLE PERSONAL PROPERTY TAX	☐ BUSINESS LICENSE (ANNUAL)
☐ CONSUMER'S USE TAX	☐ LODGING TAX	☐ RENTING RESIDENTIAL PROPERTY
☐ SELLER'S USE TAX	☐ WINE TAX	*Please Complete Page 3 Property List*
	☐ TOBACCO TAX	☐ LIQUOR PURCHASE TAX

Tax Filing Frequency (must match your State of AL filing frequency):

☐ MONTHLY ☐ QUARTERLY ☑ ANNUALLY ☐ SEMI-ANNUALLY ☐ OTHER

Business Type:

☑ RETAIL	☐ WHOLESALE	☐ CONTRACTOR	☑ SERVICE / PROFESSIONAL
☐ MANUFACTURER	☐ RENTAL (tangible goods)	☑ RENTAL PROPERTY	☐ OTHER

A separate application is needed if the business will be selling alcohol.

# of Employees _____ Enrolled in E-Verify? ☐ Yes ☐ No

If no, please visit www.e-verify.gov

CERTIFICATION AND SIGNATURE

By signing this license application, you certify that all information and statements provided herein are true and correct. You also certify, under penalty of perjury, that you are a US Citizen or are lawfully present in the US.
In addition, by signing below, you acknowledge that you cannot operate this business in the City of Mobile or its Police Jurisdiction until this business license application is approved and a business license is issued.

signature required:

Signature of Owner/Applicant: K Finley **Date:** 6/23/23

Printed Name: KARLOS F. FINLEY **Title:** PRES BoD

Name of person completing Application KARLOS F. FINLEY Title PRES BoD

FOR HELP WITH CALCULATION OF LICENSE AMOUNT, PLEASE CONTACT OUR OFFICE

LICENSE AND FEE CALCULATION

Effective Date:

Your Temporary Business License is good for 60 days Only.

After your first 60 days of business, a 60 day affidavit will be due. This will be used to project your annual gross which will be used in calculating the amount due for the first years business license.
You will receive a bill for any amount due less the initial amount paid.

IF YOU DO NOT TURN IN THE AFFIDAVIT AND OR PAY ANY ADDITIONAL AMOUNT DUE, YOU WILL BE OPERATING WITHOUT A LICENSE.

Note: All licenses expire Dec. 31st. To avoid penalty and interest all must be renewed prior to Feb. 1st. with the exception of insurance which must be renewed by March 1st.

NAICS

Minimum License Amount		$
Issue Fee		$ 10
Zoning Fee	*$8.00*	$
Total Amount Due with Application:		$

If you need help with this application please contact 251-208-7462

APPLICATION REVIEW (OFFICE USE ONLY)

Code Compliance:	Account #
Application Reviewed By: Date:	Date 60 day temp. Lic. Issued:
Business License #	Date 60 day affidavit due:
Business License Issued By:	Territory - _____

FORM A

Name: KARLOS F. FINLEY Account #

Business Name: FRIENDS OF AFRICAN AMERICAN HERITAGE TRAIL, INC.

Business Location and Tax ID No.: 355 N. ANN ST. MOBILE, AL 36603 27-1720928

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, KARLOS F. FINLEY *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 6/23/23

Declarant's Signature

FORM B

Name: _____ Account #_____

Business: _____

Business Location and Tax ID No.: _____

For Official Use Only	FORM B
Presumptive alien status confirmed by _____	Date _____
SAVE Verification received by _____	Date _____

Verification, Demonstration and Declaration of Lawfully Present Alien

A. **SAVE Verification.** In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a lawfully present alien to conduct a public records transaction with the City of Mobile, Alabama, he/she must be verified, using the Systematic Alien Verification of Entitlement (SAVE) Program, **to confirm** that such alien is lawfully present in the United States.

In order to obtain such verification, each such alien must provide: (1) **his or her Alien Registration Number**, which is as follows: _____; and (2) a **copy of non-citizen immigration documents.**

B. **Presumptive Lawful Presence.** In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a lawfully present alien to conduct a public records transaction on a temporary basis pending final verification, each such alien must declare that he or she is a lawfully present alien, by executing the declaration at the bottom of this form, and must demonstrate presumptive lawful presence, by presenting a legible copy of the following items.

Note: if the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☐ **A valid, unexpired Alabama driver's license.**
- ☐ **A valid, unexpired Alabama non-driver identification card.**
- ☐ **A valid tribal enrollment card or other form of tribal identification** (bearing a photograph or other biometric identifier).
- ☐ **Any valid United States federal or state government issued identification document** (bearing a photograph or other biometric identifier, if issued by an entity that requires proof of lawful presence in the United States before issuance).
- ☐ **A foreign passport with an unexpired United States Visa and a corresponding stamp or notation** (by the United States Department of Homeland Security indicating the bearer's admission to the United States).
- ☐ **A foreign passport issued by a visa waiver country** (with the corresponding entry stamp and unexpired duration of stay annotation or an I-94W form by the United States Department of Homeland Security indicating the bearer's admission to the United States).

DECLARATION OF LAWFULLY PRESENT ALIEN

Under penalty of perjury, I, _____, *(print name of undersigned) the undersigned do hereby declare that I am a lawfully present alien of the United States of America.*

Date _____ _____

Declarant's Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Linda Bradley

Amount of Contract:

n/a

Effective Date of Contract:

8/1/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - L Bradley

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for the Settlement Agreement and Release of Claims - L Bradley	Resolution Letter	6/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	7/18/2023 - 3:12 PM

Legal	Kern, Chris	Approved	7/19/2023 - 3:48 PM
Mayors Office	Montgomery, Brandi	Approved	7/20/2023 - 2:34 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, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Linda Bradley, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Michael Cuccias and Heather Cuccias

Amount of Contract:

n/a

Effective Date of Contract:

8/1/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Cuccias

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Cuccias	Resolution Letter	7/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	7/20/2023 - 10:17 AM

7/20/2023 -

Legal	Kern, Chris	Approved	11:28 AM
Mayors Office	Montgomery, Brandi	Approved	7/20/2023 - 2:34 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, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Michael Cuccias and Heather Cuccias, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Taylor Harvell

Amount of Contract:

n/a

Effective Date of Contract:

8/1/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Harvell

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Harvell	Resolution Letter	7/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	7/19/2023 - 12:25 PM
			7/19/2023 - 3:48

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	7/20/2023 - 2:34 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, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Taylor Harvell, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D019\P005\00117924.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	7/24/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/20/2023 - 2:30 PM

AN ORDINANCE 2023

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

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

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

COMMENCING AT A MAGNETIC NAIL IN CAP AT THE NORTHEAST CORNER OF ST. STEPHENS ROAD AND LAFAYETTE STREET; THENCE SOUTH 55° 32' 40" EAST ALONG THE NORTH LINE OF ST. STEPHENS ROAD 135.34 FEET TO A REBAR; THENCE NORTH 02° 49' 56" EAST 220.49 FEET TO A CAPPED REBAR; THENCE NORTH 86° 23' 07" WEST 41.32 FEET TO A CAPPED REBAR; THENCE NORTH 86° 29' 54" WEST 68.15 FEET TO A REBAR ON THE EAST LINE OF LAFAYETTE STREET; THENCE SOUTH 05° 01' 39" WEST ALONG THE EAST LINE OF LAFAYETTE STREET 151.00 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-1, Buffer Business District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **B-1, Buffer 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 Unified Development Code of July 12, 2022.

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

Adopted:

_____

Lisa Lambert, City Clerk

Gerald Byrd, Agent
1408 Saint Stephens Road and 212 North Lafayette Street
Northeast corner of North Lafayette Street and Saint Stephens Road
Council District 2
William Carroll

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 1408 Saint Stephens Road and 212 North Lafayette Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 29th day of August, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1408 Saint Stephens Road and 212 North Lafayette Street from R-1, Single-Family Residential Suburban District, and B-2, Neighborhood Business District, to B-1, Buffer 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 CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

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

COMMENCING AT A MAGNETIC NAIL IN CAP AT THE NORTHEAST CORNER OF ST. STEPHENS ROAD AND LAFAYETTE STREET; THENCE SOUTH 55° 32' 40" EAST ALONG THE NORTH LINE OF ST. STEPHENS ROAD 135.34 FEET TO A REBAR; THENCE NORTH 02° 49' 56" EAST 220.49 FEET TO A CAPPED REBAR; THENCE NORTH 86° 23' 07" WEST 41.32 FEET TO A CAPPED REBAR; THENCE NORTH 86° 29' 54" WEST 68.15 FEET TO A REBAR ON THE EAST LINE OF LAFAYETTE STREET; THENCE SOUTH 05° 01' 39" WEST ALONG THE EAST LINE OF LAFAYETTE STREET 151.00 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-1, Buffer Business District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in B-1, Buffer 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 Unified Development Code of July 12, 2022.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 29th day of August, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 2nd day of August, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **1408 Saint Stephens Road and 212 North Lafayette Street** (Northeast corner of North Lafayette Street and Saint Stephens Road).

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-1, Buffer Business District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-1** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended.

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

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 19, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of May 4, 2023 considered the request of **Gerald Byrd, Agent,** for a change in zoning from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-1, Buffer Business District** for the property located at **1408 Saint Stephens Road and 212 North Lafayette Street** (Northeast corner of North Lafayette Street and Saint Stephens Road).

After discussion it was decided to recommend approval of the rezoning request to the City Council.

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

May 8, 2023

Gerald Byrd
Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

Re: **1408 Saint Stephens Road and 212 North Lafayette Street**
Napoleon Subdivision
ZON-002430-2023
Gerald Byrd, Byrd Surveying
District 2
Rezoning from Neighborhood Business District (B-2) and Single-Family Residential (R-1) to Neighborhood Business District (B-2).

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

At its meeting on May 4, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission voted to recommend Approval of the rezoning request to B-1, Buffer Business District, to the City Council.

The advertising fee for this application based on the current legal description is $281.96. 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

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 7, 2023

Jerry Byrd
Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

Re: **1408 Saint Stephens Road and 212 North Lafayette Street**
(Northeast corner of North Lafayette Street and Saint Stephens Road).
Council District 2

ZON-002430-2023 (Rezoning)
Gerald Byrd
Rezoning from B-2, Neighborhood Business District, and R-1, Single-Family Residential to B-2, Neighborhood Business District.

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

At its meeting on April 6, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission heldover the application until the May 4, 2023 meeting, with revisions due no later than April 20th to address the following:

1) **Submit a narrative explaining the justification for the proposed rezoning; and**
2) **Submittal of an off-site parking variance to the Board of Adjustment for consideration at their May 1st meeting (application must be submitted by April 4th deadline).**

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 20, 2023
PUBLIC HEARING NOTICE

Re: **1408 Saint Stephens Road and 212 North Lafayette Street**
(Northeast corner of North Lafayette Street and Saint Stephens Road).
Council District 2
ZON-002430-2023 (Rezoning)
Gerald Byrd
Rezoning from B-2, Neighborhood Business District, and R-1, Single-Family Residential to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, April 6, 2023, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from B-2, Neighborhood Business District, and R-1, Single-Family Residential 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, April 5, 2023,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
March 20, 2023
PUBLIC HEARING NOTICE

Re: **1408 Saint Stephens Road and 212 North Lafayette Street**
(Northeast corner of North Lafayette Street and Saint Stephens Road).
Council District 2
ZON-002430-2023 (Rezoning)
Gerald Byrd
Rezoning from B-2, Neighborhood Business District, and R-1, Single-Family Residential 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, April 6, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from B-2, Neighborhood Business District, and R-1, Single-Family Residential 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, April 5, 2023,** to allow adequate time for the Commission members to review the information.

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

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Givens Date: 2/27/23

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name: KARI P. GIVENS	
Business Name: BYRD SURVEYING, INC.	
Address: 2609 HALLS MILL ROAD	
City, State, Zip Code: MOBILE, ALABAMA 36606	
Telephone: 251-476-5010	Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: Napoleon McCovery Date:

Type name: Napoleon McCovery	
Business Name:	
Address: 6994 Park Drive	
City, State, Zip Code: Daphne, AL 36526	
Telephone: 251-454-2580	Email:

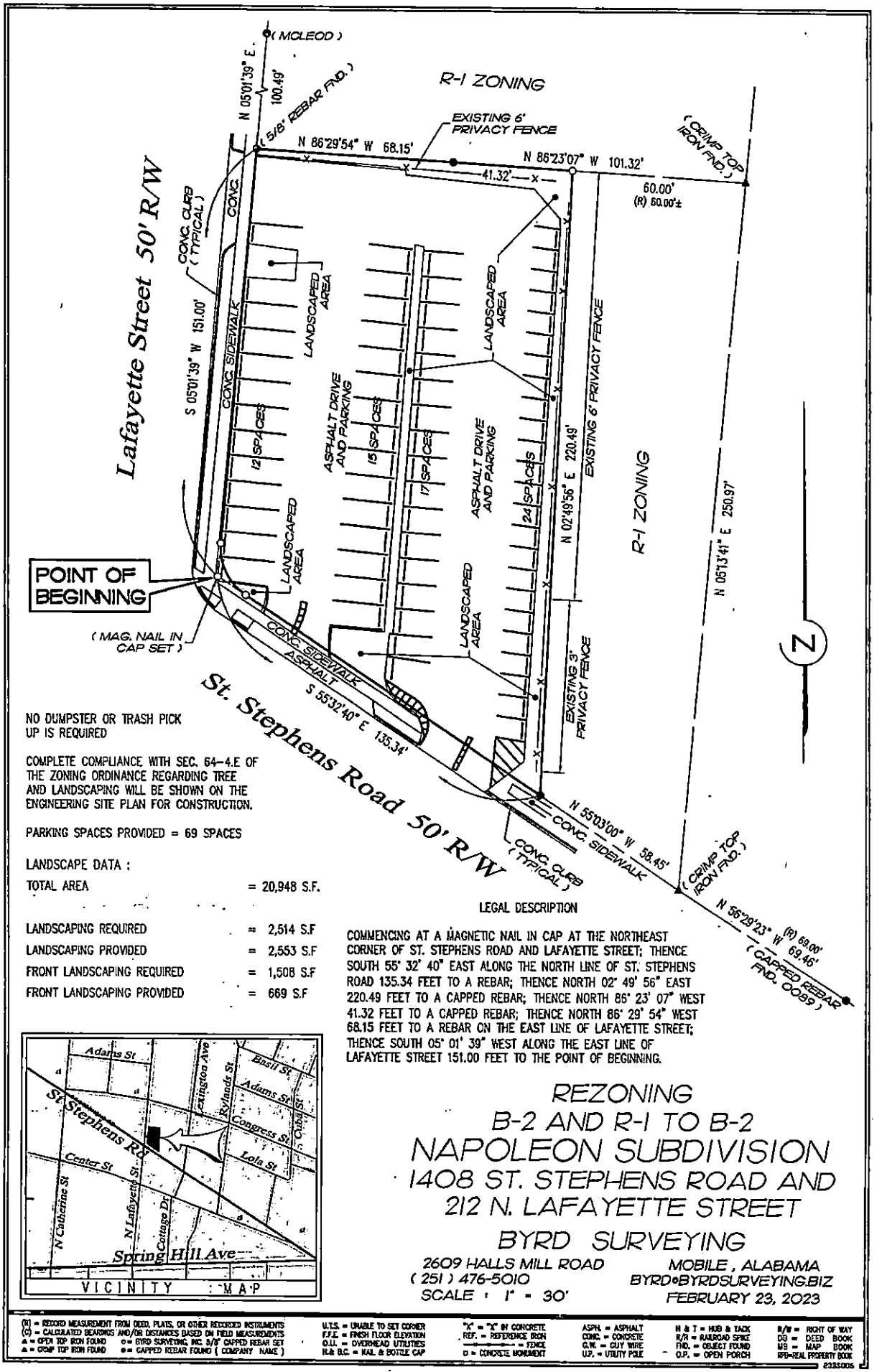
AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION or BOARD OF ZONING ADJUSTMENTS

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission or Board of Zoning Adjustment application, 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.

Signature: Napoleon McCovery Date:

Type name: Napoleon McCovery

Use additional pages / copies of this form as needed.



NO DUMPSTER OR TRASH PICK UP IS REQUIRED

COMPLETE COMPLIANCE WITH SEC. 64-4.E OF THE ZONING ORDINANCE REGARDING TREE AND LANDSCAPING WILL BE SHOWN ON THE ENGINEERING SITE PLAN FOR CONSTRUCTION.

PARKING SPACES PROVIDED = 69 SPACES

LANDSCAPE DATA :

TOTAL AREA	= 20,948 S.F.
LANDSCAPING REQUIRED	= 2,514 S.F
LANDSCAPING PROVIDED	= 2,553 S.F
FRONT LANDSCAPING REQUIRED	= 1,508 S.F
FRONT LANDSCAPING PROVIDED	= 669 S.F

LEGAL DESCRIPTION

COMMENCING AT A MAGNETIC NAIL IN CAP AT THE NORTHEAST CORNER OF ST. STEPHENS ROAD AND LAFAYETTE STREET; THENCE SOUTH 55° 32' 40" EAST ALONG THE NORTH LINE OF ST. STEPHENS ROAD 135.34 FEET TO A REBAR; THENCE NORTH 02° 49' 56" EAST 220.49 FEET TO A CAPPED REBAR; THENCE NORTH 86° 23' 07" WEST 41.32 FEET TO A CAPPED REBAR; THENCE NORTH 86° 29' 54" WEST 68.15 FEET TO A REBAR ON THE EAST LINE OF LAFAYETTE STREET; THENCE SOUTH 05° 01' 39" WEST ALONG THE EAST LINE OF LAFAYETTE STREET 151.00 FEET TO THE POINT OF BEGINNING.

REZONING
B-2 AND R-1 TO B-2
NAPOLEON SUBDIVISION
1408 ST. STEPHENS ROAD AND 212 N. LAFAYETTE STREET

BYRD SURVEYING
2609 HALLS MILL ROAD
(251) 476-5010
MOBILE , ALABAMA
BYRD@BYRDSURVEYING.BIZ

SCALE : 1" = 30'

FEBRUARY 23, 2023

(R) = RECORD MEASUREMENT FROM DEED, PLATS, OR OTHER RECORDED INSTRUMENTS
(C) = CALCULATED BEARINGS AND/OR DISTANCES BASED ON FIELD MEASUREMENTS
▲ = OPEN TOP IRON FOUND ○ = BYRD SURVEYING, INC. 5/8" CAPPED REBAR SET
▲ = CRIMP TOP IRON FOUND ● = CAPPED REBAR FOUND (COMPANY NAME)
U.I.S. = UNABLE TO SET CORNER
F.F.E. = FINISH FLOOR ELEVATION
O.U. = OVERHEAD UTILITIES
R.& B.C. = NAIL & BOTTLE CAP
"X" = "X" IN CONCRETE
REF. = REFERENCE IRON
= FENCE
□ = CONCRETE MONUMENT
ASPH. = ASPHALT
CONC. = CONCRETE
G.W. = GUY WIRE
U.P. = UTILITY POLE
H & T = HUB & TACK
R/R = RAILROAD SPIKE
FND. = OBJECT FOUND
O.P. = OPEN PORCH
R/W = RIGHT OF WAY
DB = DEED BOOK
MB = MAP BOOK
RPB=REAL PROPERTY BOOK

2235005

Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

Napoleon McCovery
6994 Park Drive
Daphne, AL 36526

Garfield, David, & Charles Williams,
and Rosetta Garrett
407 S. Jefferson Street
Mobile, AL 36603

Center Street, LLC
1515 University Blvd. S.
Mobile, AL 36609

Mikal Abdul Raheem
aka Michael D. Hoyt
P. O. Box 529
Mobile, AL 36601

Greater Mount Olive Baptist
251 N. Lafayette Street
Mobile, AL 36603

Richard & Eula Mae Snowden
2263 Hathcox Street
Mobile, AL 36617

City of Mobile – Office of City Clerk
205 Government Plaza
Mobile, AL 36644

Arletha Hopper
221 N. Lafayette Street
Mobile, AL 36603

HDLG Holdings, LLC
717 Kerr Drive
Gardendale, AL 35071

Bernadette Pettway & Margaret Porter
219 N. Lafayette Street
Mobile, AL 36603

Rolland & Bennie Mae Sigler
500 Canal Street
Mobile, AL 36603

Sharon D. Kirk
106 Glen Oaks Road
Mobile, AL 36608

Andrews Rentals, LLC
2860 Springhill Avenue
Mobile, AL 36607

Juanita Clausell
220 Lafayette Street
Mobile, AL 36603

Alfred & Babette Cook
5216 Marietta Drive N.
Mobile, AL 36618

Mary A. Taylor
218 N. Lafayette Street
Mobile, AL 36603

Terry D. James
1404 Main Street
Mobile, AL 36617

Isaac White, Sr. Life Estate
c/o Charlie White, Jr.
P. O. Box 60773
Dayton, OH 45402

Tommie Mims
1409 Congress Street
Mobile, AL 36603

City of Mobile
P. O. Box 1827
Mobile, AL 36633

LHW Property Holdings, LLC
1882 Princeton Avenue, Suite 10
Atlanta, GA 30337

Cheryl Shelton
2756 McGrew Court
Mobile, AL 36606

Mikael Thrash
208 Talisman Avenue
Prichard, AL 36610

CDF Properties, LLC
c/o Curran Foose
112 Ryan Avenue
Mobile, AL 36607

Regina A. Johnson
13219 Soft Cloud Way
Victorville, CA 92392

Creola L. Smith
219 Lexington Avenue
Mobile, AL 36603

Karen S. & Michael Reeves
217 Lexington Avenue
Mobile, AL 36603

Steven & Robin Cox
10695 Ski Chaste Lane
Axis, AL 36505

St. Stephens Sq. Apts. Partners, LLC
1652 Felix Avenue
Memphis, TN 38114

Marian S. Jordan
2020 Highpoint Trail
Atlanta, GA 30331

Michael Jones
6840 King Branch Ct.
Mobile, AL 36618

Eric Davis
222 Lexington Avenue
Mobile, AL 36603

Alfred & Robbie Scott
6215 Palos Court
Mobile, AL 36609

Linda Howell & Bruce Jackson
218 Lexington Avenue
Mobile, AL 36603

Leflore Real Estate Company
P. O. Box 56
Mobile, AL 36601

Ronnie Gamble, Lonna Steele, et al
P. O. Box 60773
Dayton, OH 45402

Marvin Walker
2153 Oconner Street
Mobile, AL 36617

Hancock Whitney Bank
20491 Landon Road
Gulfport, MS 39503

Agustin-Escamilla Javier &
Alicia T. De Javier
6501 Harding Street
Hollywood, FL 33024

Habitat for Humanity in
Mobile County, Inc.
P. O. Box 16422
Mobile, AL 36616

James E. Sampey
2251 Rosa Drive
Mobile, AL 36617

Eiler Bayside, LLC
3991 Spring Landing Ct.
Theodore, AL 36582

Linda Faye Holmes
1404 Center Street
Mobile, AL 36604

Nathan Sargent & Erica Campbell
1408 Center Street
Mobile, AL 36604

Helen L. Pritchett
1412 Center Street
Mobile, AL 36604

Bernice C. Jones
1416 Center Street
Mobile, AL 36604

Warseal Powell
5635 Victory Loop
Manassas, VA 20112

Stephanie M. Jackson
P. O. Box 40902
Mobile, AL 36640

SUBDIVISION & ZONING AMENDMENT STAFF REPORT Date: May 4, 2023

NAME Gerald Byrd

SUBDIVISION NAME Napoleon Subdivision

LOCATION 1408 Saint Stephens Road and 212 North Lafayette Street (Northeast corner of North Lafayette Street and Saint Stephens Road).

CITY COUNCIL DISTRICT District 2

PRESENT ZONING B-2, Neighborhood Business District and R-1, Single Family Residential District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 1 Lot / 0.5± Acres

CONTEMPLATED USE Subdivision approval to create one (1) legal lot of record from two (2) metes-and-bounds parcels; and Rezoning from B-2, Neighborhood Business District and 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.**

TIME SCHEDULE FOR DEVELOPMENT None provided

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. Check the bearing and distance for the north line of the proposed subdivision. The plan view shows two (2) different bearings along the line but the written description lists one (1) bearing. The north line also contains reference to a capped rebar that was found.
C. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the SW corner of LOT A to the City of Mobile, and list the amount of dedicated acreage in sf and acres.
D. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
E. Provide the Surveyor's Certificate.
F. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 28 - #72) LOT A 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 A – 4,000 sf.
G. 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.
H. 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.
I. 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.
J. 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.
K. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
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3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management

and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

4. 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 Lot is limited to no more than its existing curb cuts with any changes in 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 the City's Zoning Ordinance.

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

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

REMARKS The applicant is requesting Subdivision approval to create one (1) legal lot of record from two (2) metes-and-bounds parcels; and Rezoning from B-2, Neighborhood Business District and R-1, Single Family Residential District to B-2, Neighborhood Business District.

The site has been given a Mixed Density Residential (MxDR) 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 designation applies mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

These residential areas should offer a mix of single family homes, townhouses, 2- to 4- residential unit buildings, accessory dwellings, and low- and mid-rise multifamily apartment buildings. The density varies between 6 and 10 dwelling units per acre, depending on the mix, types, and locations of the housing as specified by zoning.

Like Low Density Residential areas, Mixed Density Residential areas may incorporate compatibly scaled and sited complementary uses such as neighborhood retail and office uses, schools, playgrounds and parks, and churches and other amenities that create a complete neighborhood fabric and provide safe and convenient access to daily necessities.

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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 has frontage on Saint Stephens Road and North Lafayette Street. Saint Stephens Road is a principal arterial road, per the Major Street Plan and as such, should have a minimum right-of-way of 100-feet. The preliminary plat depicts an existing right-of-way of 50-feet. However, ALDOT has completed a study along St. Stephens Road and there is no desire by ALDOT to require 100 feet of right of way in this location. Based on the ALDOT study, the existing right of way is adequate along the property's Saint Stephens Road frontage. North Lafayette Street is a minor street with curb and gutter, and has an existing compliant right-of-way of 50-feet, making no dedications necessary.

The lot size is labeled on the preliminary plat in acres and square feet. If approved, this information should remain on the Final Plat, adjusted for any dedication.

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

The property at 1408 Saint Stephens Road was previously developed with a single-family dwelling, which was removed from the site, with permits in 2020. The site has since been paved, without permits, for use as a parking lot.

The property is bounded to the North and West by R-1, Single-Family Residential District; to the South by B-2, Neighborhood Business District; and to the East by R-1 and B-2.

Section 64-9. of the Zoning Ordinance states that 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 applicant did not provide a narrative justifying the proposed rezoning.

The applicant submitted a site plan depicting the subject site with the previously approved parking area on 212 North Lafayette Street, as well as the unpermitted parking lot at 1408 Saint Stephens Road. The site plan shows a total of 69 parking spaces, with no structure on the site.

It should be noted that the previously approved parking lot at 212 North Lafayette Street has an off-site parking variance granted by the Board of Zoning Adjustment at its August 2009 meeting. The variance was required to provide adequate parking for the bar/lounge at the Southeast corner of Saint Stephens Road and North Lafayette Street. As variances are site plan specific, the site will need to go back before the Board of Zoning Adjustment to amend the previously approved variance.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Holdover to the May 4th meeting, to be heard concurrently with the rezoning application.

Rezoning: Based on the preceding, this application is recommended for Holdover to the May 4th meeting, with revisions due no later than April 20th, to address the following:

1) Submit a narrative explaining the justification for the proposed rezoning; and
2) Submittal of an off-site parking variance to the Board of Adjustment for consideration at their May 1st meeting (application must be submitted by April 4th deadline).

Revised for the May 4th meeting:

The Planning Commission heldover the application at its April 6th meeting, to allow the applicant to submit an off-site parking variance to the Board of Adjustment, for consideration at their May 1st meeting, and to allow the applicant to submit a narrative explaining the justification for the proposed rezoning.

The applicant has submitted an off-site parking variance, which is on the May 1st Board of Adjustment agenda, and will be considered, after the publication of reports for this Planning Commission meeting. Therefore, staff will be prepared to provide the Planning Commission with an update on the Board's actions.

The applicant also submitted the following narrative:

> *THIS PROPERTY IS COMPRISED OF TWO PARCELS THAT HAVE TWO ZONING CLASSIFICATIONS. THE PARCEL ON THE CORNER OF LAFAYETTE STREET AND ST. STEPHENS ROAD IS ZONED B-2 AND THE PARCEL ADJOINING THE EAST LINE IS ZONED R-1. THE PROPERTY IS CURRENTLY DEVELOPED AS A PARKING LOT AND WE HAVE SUBMITTED A SUBDIVISION APPLICATION THAT WILL REQUIRE A SINGLE ZONING CLASSIFICATION. THE PROPERTIES AT 1404 & 1406 ST. STEPHENS ROAD ARE OWNED BY THE SAME ENTITY AND ARE DEVELOPED AS AN APARTMENT COMPLEX. OUR PROPOSED USE TO CONTINUE AS A PARKING LOT SHOULD NOT HAVE A NEGATIVE IMPACT ON THE SURROUNDING PROPERTIES. THE SUBDIVISION OF LAND INTO URBAN BUILDING SITES MAKES RECLASSIFICATION OF THE LAND NECESSARY AND DESIRABLE.*

The applicant is correct in that, as proposed, the Subdivision application would result in a split-zoned lot, making the rezoning of one of the parcels necessary and desirable, if the Subdivision is approved. However, if the Board approves the requested off-site parking variance, there is no reason to "upzone" the property to B-2, but rather it would seem more appropriate to rezone the entire site to R-1. This would be in keeping with the Future Land Use Map and allow the owner to continued use of the property as proposed, and be more compatible with the adjoining residential development.

RECOMMENDATION

Subdivision: *The application is recommended for Tentative Approval, subject to the following conditions:*

1) *completion of the rezoning process prior to the recording of the Final Plat;*
2) *revision of the Final Plat to depict all abutting rights-of-way;*
3) *retention of the lot sizes in square feet and acres;*
4) *retention of the 25-foot minimum building setback line along all street frontages;*

5) *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 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. Check the bearing and distance for the north line of the proposed subdivision. The plan view shows two (2) different bearings along the line but the written description lists one (1) bearing. The north line also contains reference to a capped rebar that was found. C. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the SW corner of LOT A to the City of Mobile, and list the amount of dedicated acreage in sf and acres. D. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. E. Provide the Surveyor's Certificate. F. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 28 - #72) LOT A 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 A – 4,000 sf. G. 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. H. 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. I. 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. J. 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. K. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. L. 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.);*
6) *placement of a note on the Final Plat stating Traffic Engineering comments: (Lot is limited to no more than its existing curb cuts with any changes in 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 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 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

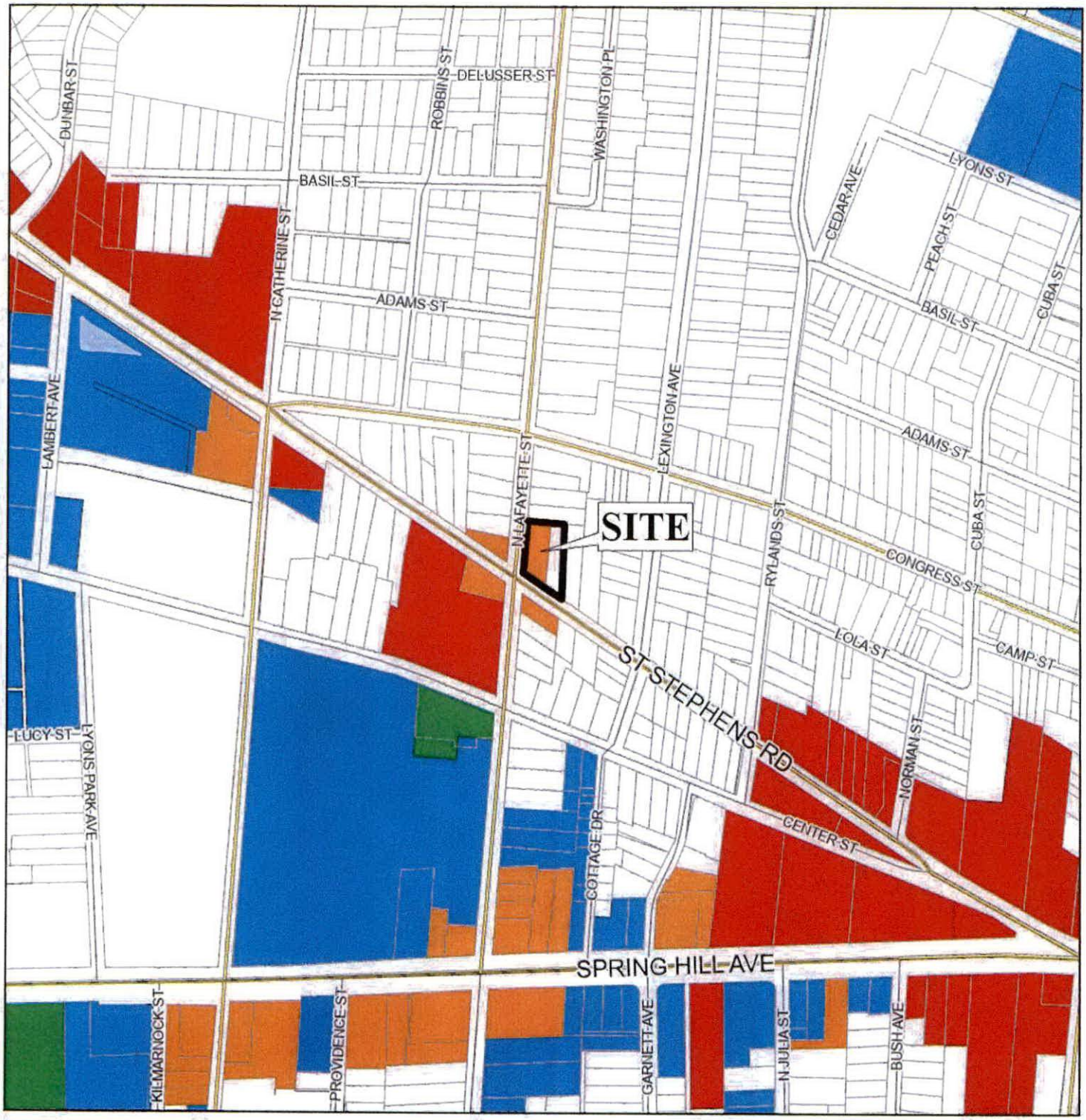
9) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

Rezoning: *This application is recommended for Approval to* ***R-1****.*

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 ZONING MAP



APPLICATION NUMBER 1 DATE May 4, 2023

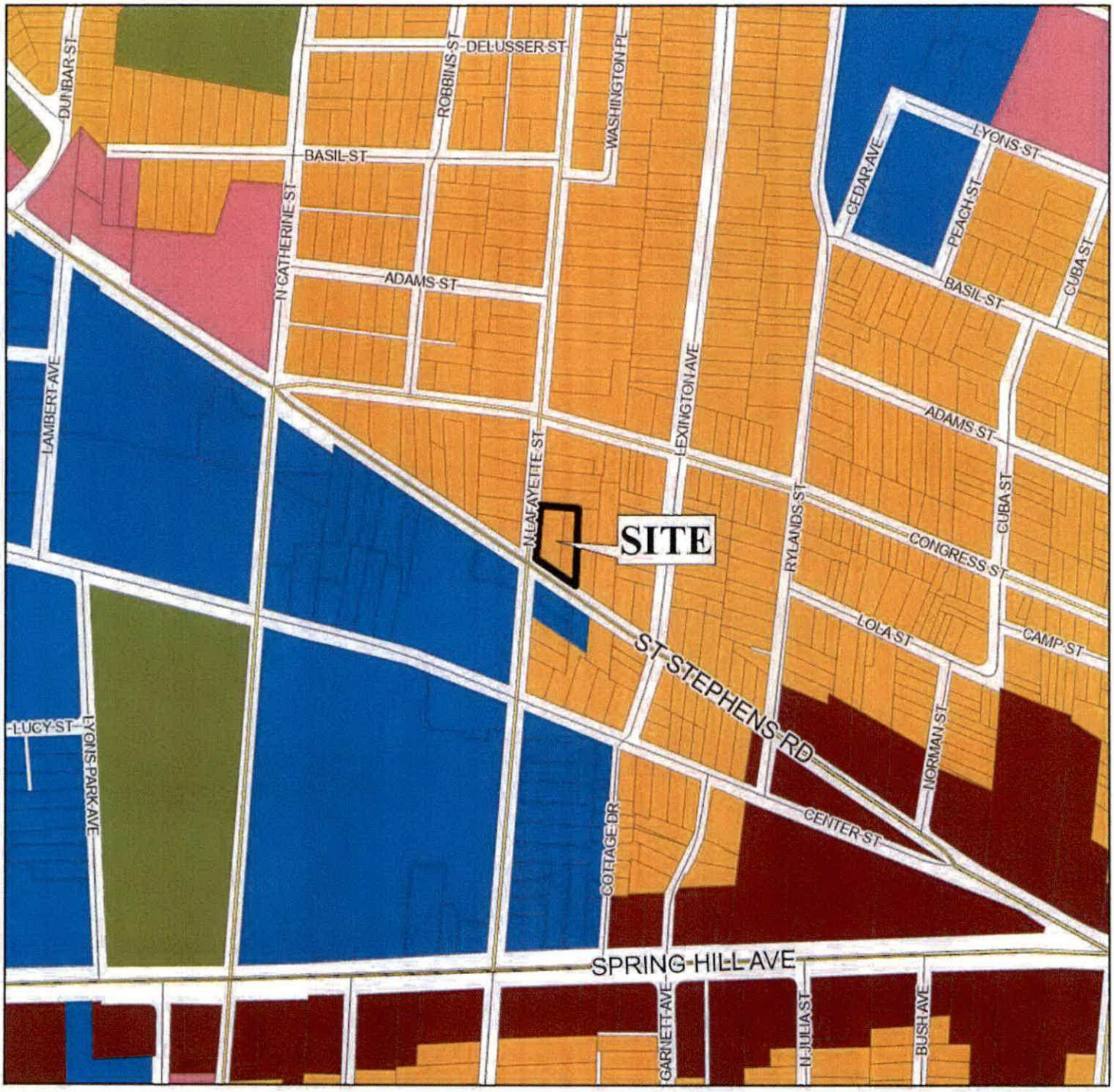
APPLICANT Napoleon Subdivision

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE May 4, 2023

APPLICANT Napoleon Subdivision

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

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

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PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING

The site is surrounded by commercial and residential units.

APPLICATION NUMBER 1 DATE May 4, 2023

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

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 commercial and residential units.

APPLICATION NUMBER 1 DATE May 4, 2023

APPLICANT Napoleon Subdivision

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

N

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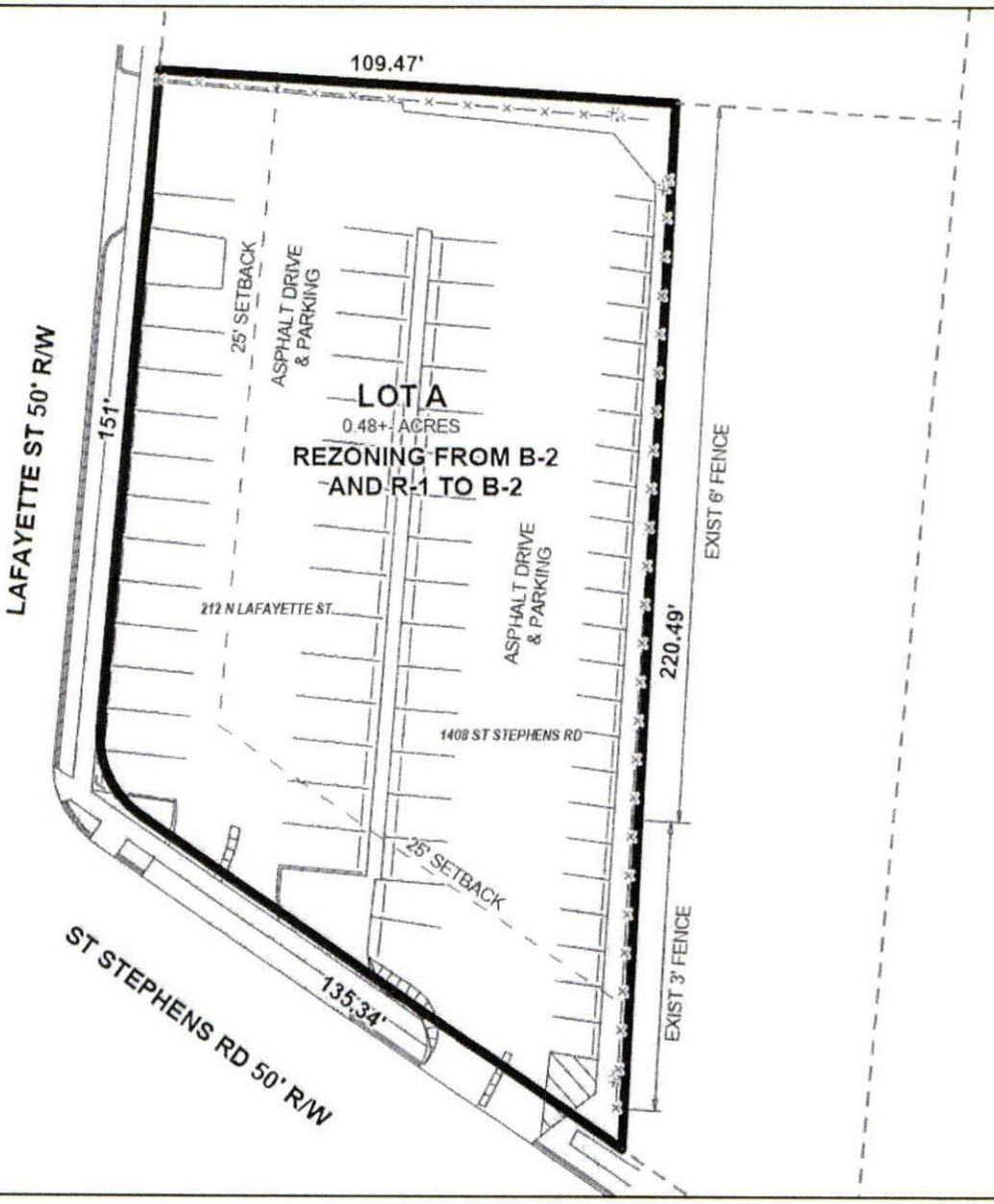
SITE PLAN



The site plan illustrates the existing parking lot, setbacks, and fencing.

APPLICATION NUMBER 1 DATE May 4, 2023

APPLICANT Napoleon Subdivision

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

N

NTS

SUBDIVISION & ZONING AMENDMENT STAFF REPORT — Date: April 6, 2023

NAME	Gerald Byrd
SUBDIVISION NAME	Napoleon Subdivision
LOCATION	1408 Saint Stephens Road and 212 North Lafayette Street (Northeast corner of North Lafayette Street and Saint Stephens Road).
CITY COUNCIL DISTRICT	District 2
PRESENT ZONING	B-2, Neighborhood Business District and R-1, Single Family Residential District
PROPOSED ZONING	B-2, Neighborhood Business District
AREA OF PROPERTY	1 Lot / 0.5± Acres
CONTEMPLATED USE	Subdivision approval to create one (1) legal lot of record from two (2) metes-and-bounds parcels; and Rezoning from B-2, Neighborhood Business District and 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.**
TIME SCHEDULE FOR DEVELOPMENT	None provided

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. Check the bearing and distance for the north line of the proposed subdivision. The plan view shows two (2) different bearings along the line but the written description lists one (1) bearing. The north line also contains reference to a capped rebar that was found.
C. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the SW corner of LOT A to the City of Mobile, and list the amount of dedicated acreage in sf and acres.
D. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
E. Provide the Surveyor's Certificate.
F. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 28 - #72) LOT A 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 A – 4,000 sf.
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3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management

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6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

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The site has frontage on Saint Stephens Road and North Lafayette Street. Saint Stephens Road is a principal arterial road, per the Major Street Plan and as such, should have a minimum right-of-way of 100-feet. The preliminary plat depicts an existing right-of-way of 50-feet. However, ALDOT has completed a study along St. Stephens Road and there is no desire by ALDOT to require 100 feet of right of way in this location. Based on the ALDOT study, the existing right of way is adequate along the property's Saint Stephens Road frontage. North Lafayette Street is a minor street with curb and gutter, and has an existing compliant right-of-way of 50-feet, making no dedications necessary.

The lot size is labeled on the preliminary plat in acres and square feet. If approved, this information should remain on the Final Plat, adjusted for any dedication.

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The property at 1408 Saint Stephens Road was previously developed with a single-family dwelling, which was removed from the site, with permits in 2020. The site has since been paved, without permits, for use as a parking lot.

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RECOMMENDATION

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LOCATOR MAP

APPLICATION NUMBER 4 DATE April 6, 2023

APPLICANT Napoleon Subdivision

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

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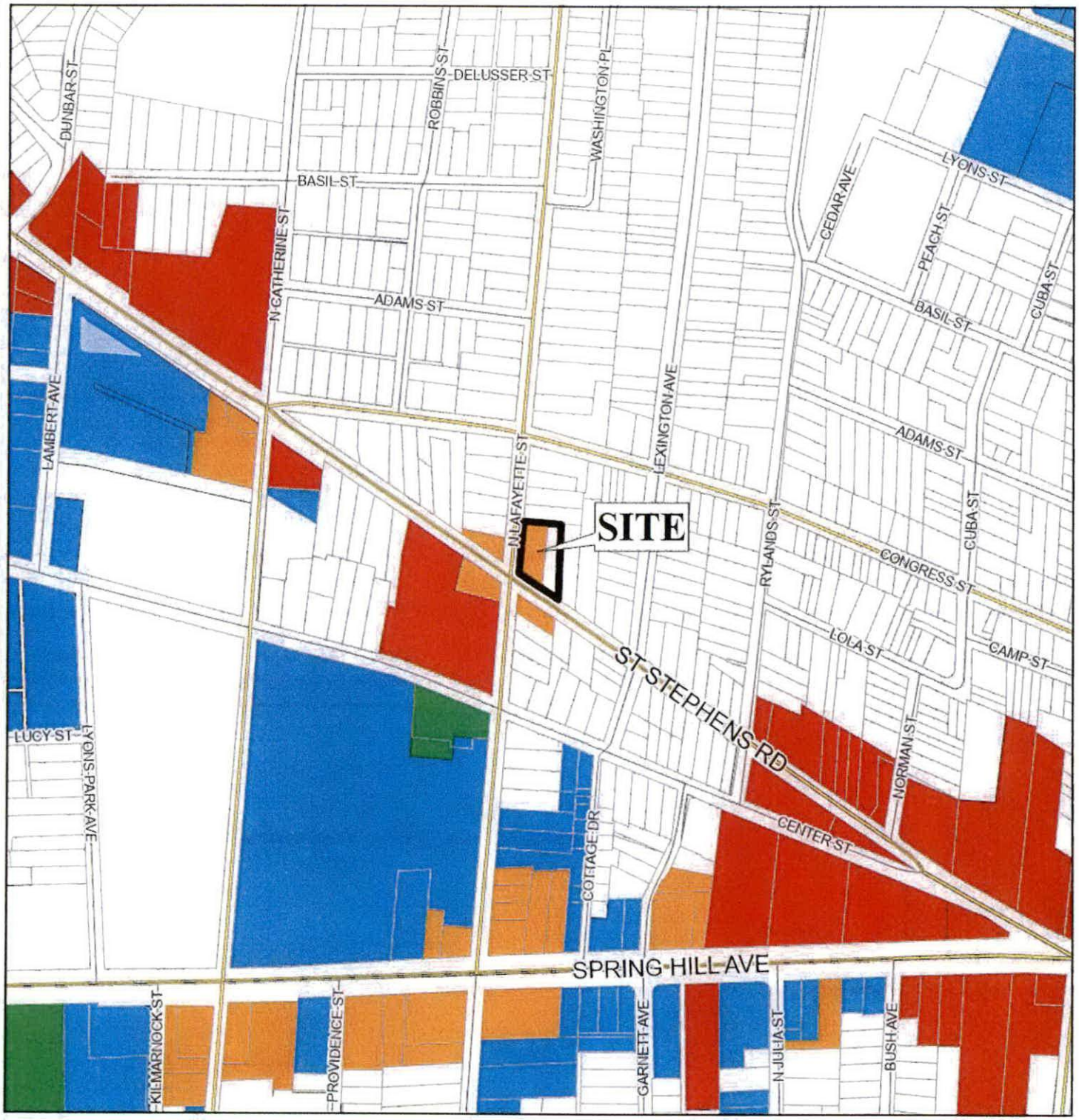
NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE April 6, 2023

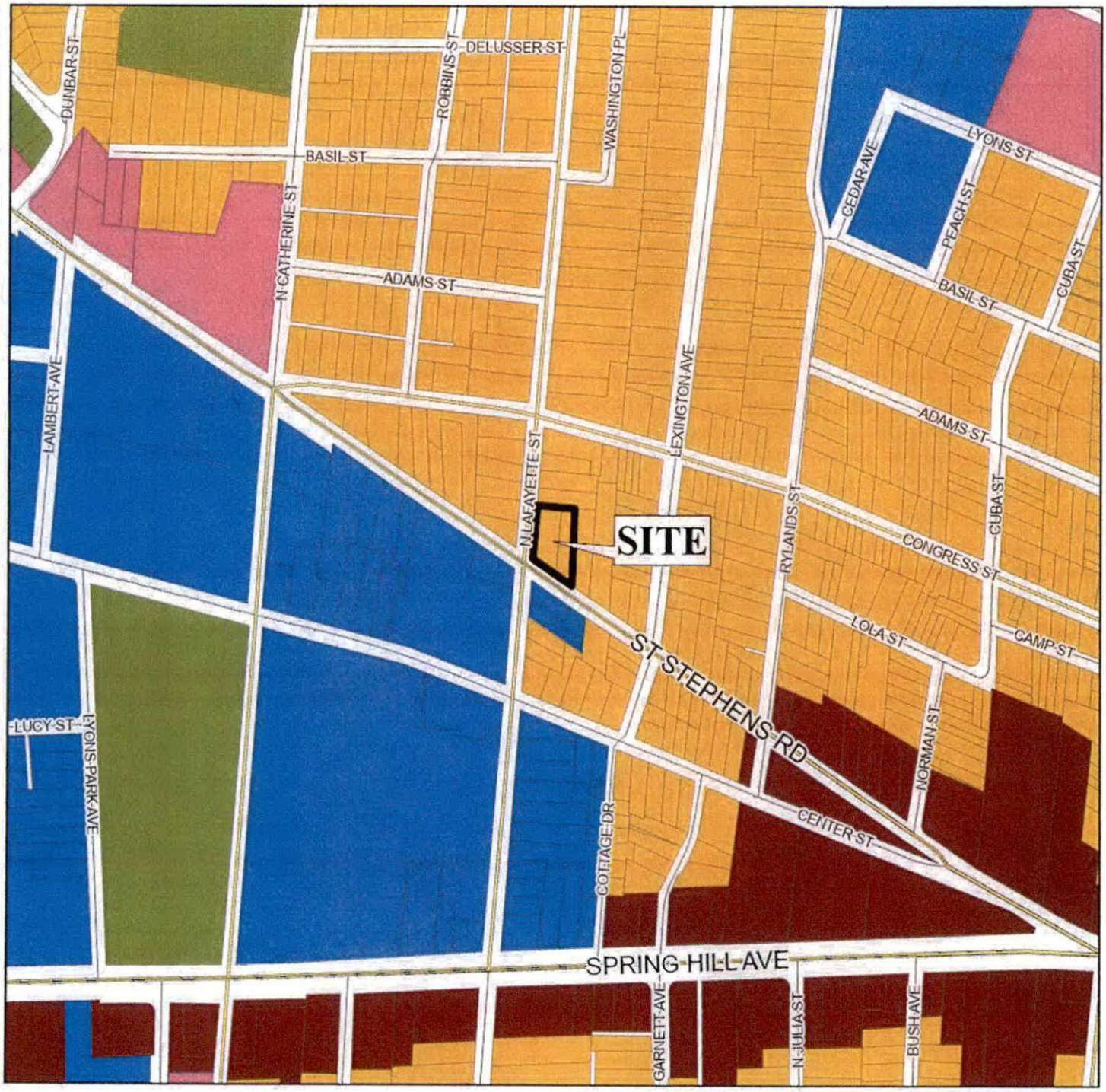
APPLICANT Napoleon Subdivision

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE April 6, 2023

APPLICANT Napoleon Subdivision

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

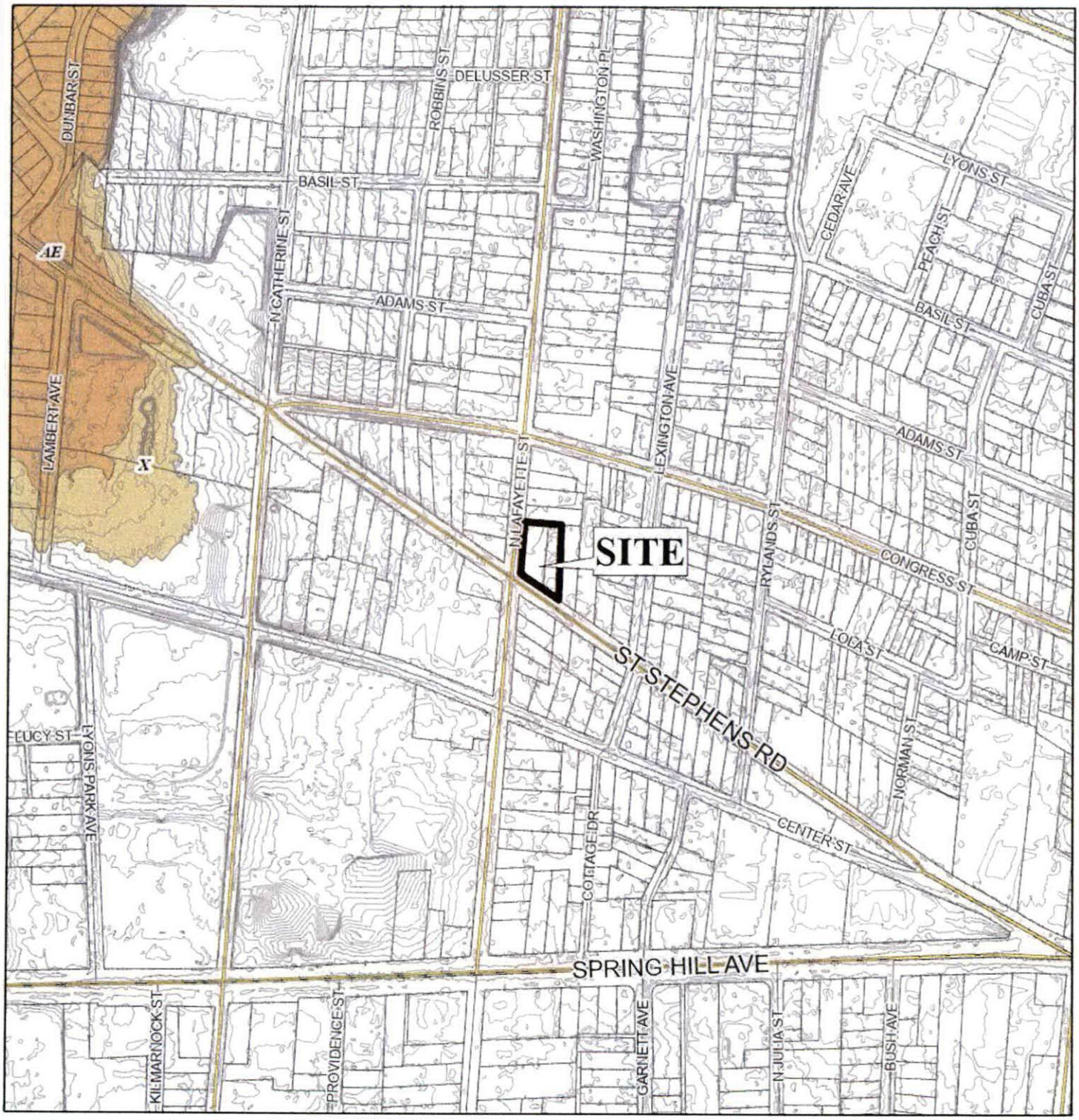
Layer2

- 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 4 DATE April 6, 2023

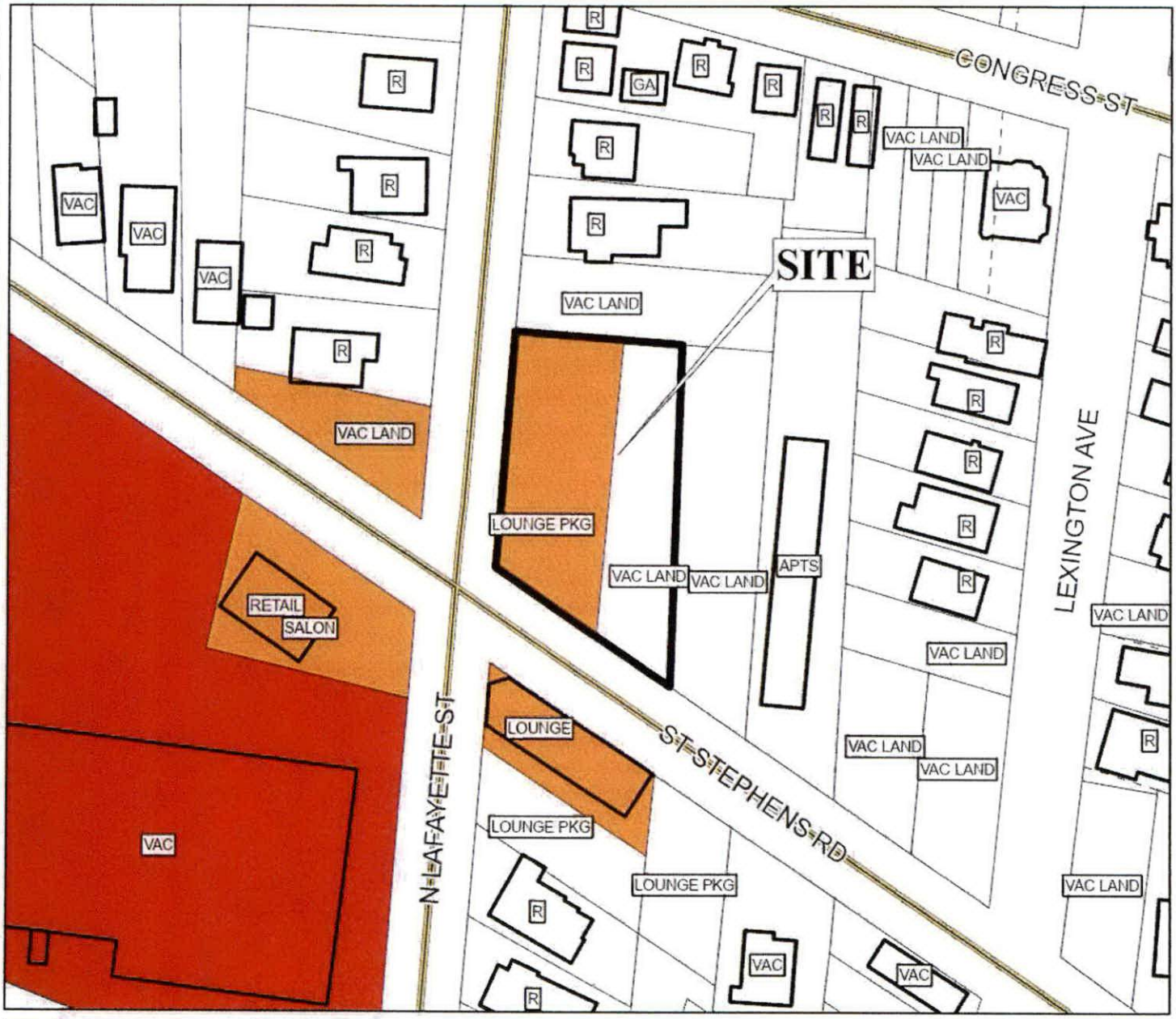
APPLICANT Napoleon Subdivision

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 4 DATE April 6, 2023

APPLICANT Napoleon Subdivision

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

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 commercial and residential units.

APPLICATION NUMBER 4 DATE April 6, 2023

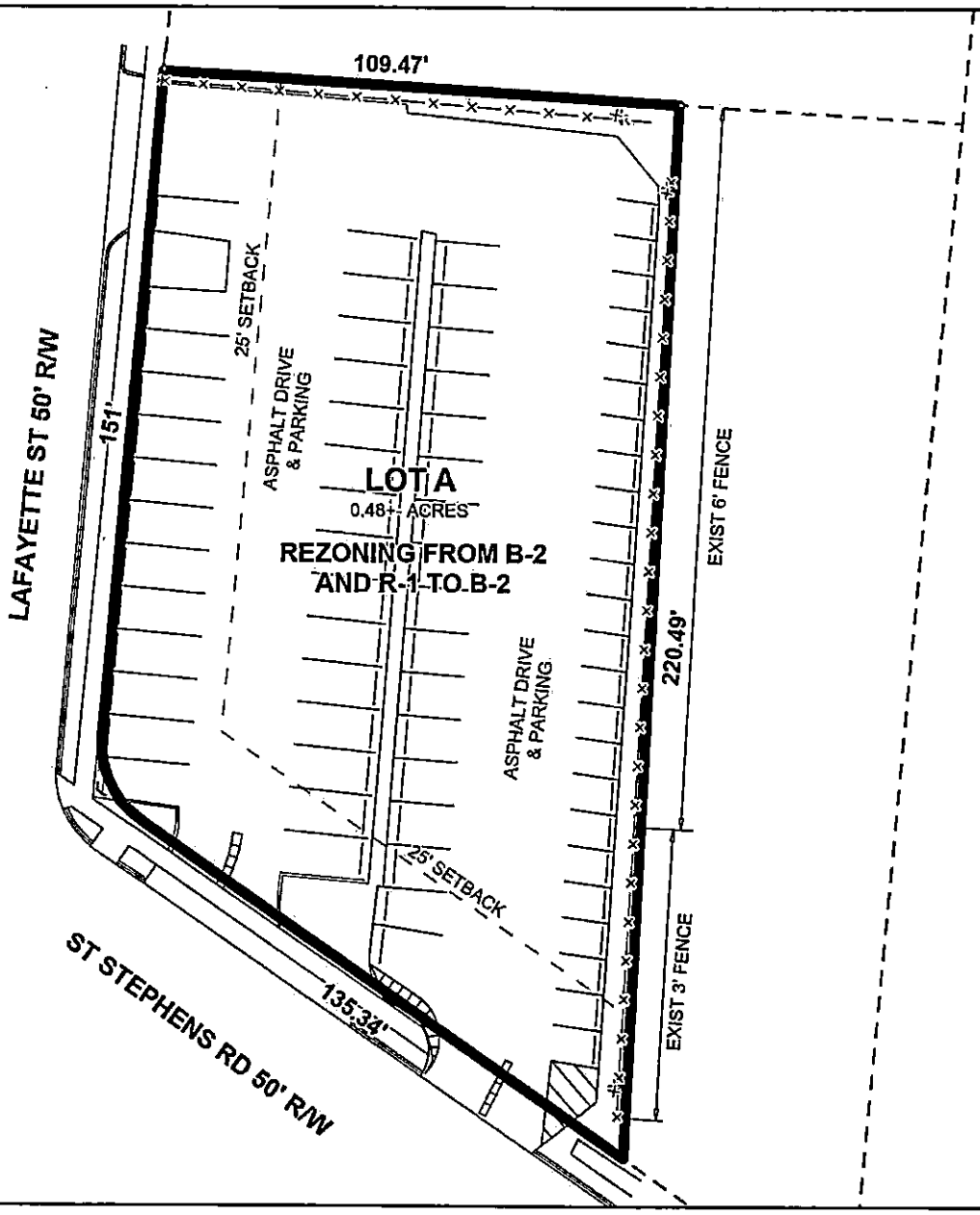
APPLICANT Napoleon Subdivision

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

N

NTS

SITE PLAN



The site plan illustrates the existing parking lot, setbacks, and fencing.

APPLICATION NUMBER 4 DATE April 6, 2023

APPLICANT Napoleon Subdivision

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

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	7/24/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/20/2023 - 2:36 PM

AN ORDINANCE **2023**

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

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

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

BEGINNING 525 FEET WEST OF THE NORTHEAST CORNER OF NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 WEST, RUN SOUTH 283 FEET, THEN NORTHEAST 127 FEET, THEN NORTH 267 FEET, THEN WEST 125 FEET TO BEGINNING.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District to B-1, Buffer Business District Suburban** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **B-1, Buffer Business District Suburban**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

Adopted:

Lisa Lambert, City Clerk

Jeni Knizley, Animal Care Center
North side of Old Shell Road, 340'± East of Cosgrove Drive
Council District 7
Gina Gregory

Notice of Public Hearing for the Proposed Rezoning of Property
Located at north side of Old Shell Road, 340' ± east of Cosgrove Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 29th day of August, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at north side of Old Shell Road, 340' ± east of Cosgrove Drive from R-1, Single-Family Residential Suburban District to B-1, Buffer Business District Suburban.

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

Lisa C. Lambert
City Clerk

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

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

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

BEGINNING 525 FEET WEST OF THE NORTHEAST CORNER OF NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 WEST, RUN SOUTH 283 FEET, THEN NORTHEAST 127 FEET, THEN NORTH 267 FEET, THEN WEST 125 FEET TO BEGINNING.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District to B-1, Buffer Business District Suburban and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in B-1, Buffer Business District Suburban, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 29th day of August, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 2nd day of August, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at the **North side of Old Shell Road, 340'± East of Cosgrove Drive.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District to B-1, Buffer Business District Suburban.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-1** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended.

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

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 19, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of May 18, 2023 considered the request of **Jeni Knizley, Animal Care Center,** for a change in zoning from **R-1, Single-Family Residential Suburban District to B-1, Buffer Business District Suburban** for the property located at **North side of Old Shell Road, 340'± East of Cosgrove Drive.**

After discussion it was decided to recommend approval of the rezoning request to the City Council.

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

May 19, 2023

Jay Broughton
Overstreet & Associates, PLLC
1026 Stanton Road
Daphne, Alabama 36526

Re: **North side of Old Shell Road, 340'± East of Cosgrove Drive**
Jeni Knizley, Animal Care Center
ZON-UDC-002494-2023
District 7
Rezoning from Single-Family Residential (R-1) to Buffer Business (B-1).

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

At its meeting on May 18, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission voted to recommend Approval of the rezoning request to B-1, Buffer Business District, to the City Council.

The advertising fee for this application based on the current legal description is $250.04. 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

NEIGHBORHOOD MEETING MINUTES

PROJECT: Animal Care Center

OWNER: Dr. Jeni Knizley

ENGINEER: Overstreet & Associates, PLLC

DATE: April 27, 2023 4:00 p.m.

LOCATION: Holiday Inn Conference Room

1) **Attendees: Everyone was asked to sign the attendance list-** *Attached*
2) *Project Representatives*

a) Owner: Animal Care Center

Jeni Knizley - Owner	Ph: 251-605-4287
Courtney Caddell - Staff	Ph: 251-391-2609
Tracy Hewett – Staff	Ph: 251-209-3808
Krisha Howell – Staff	Ph: 251-599-2717
Rachael Leard – Staff	Ph: 251-709-3337

b) **Engineer: Overstreet & Associates**

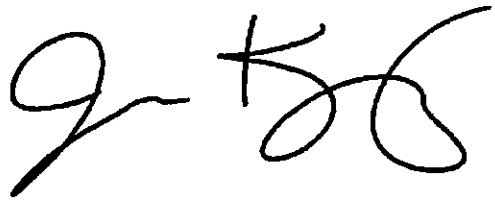
Jay Broughton — Ph: 251-610-8966
Email: jay@overstreeteng.com

Robert Cummings — Ph: 251-444-7150
Email: Robert.c@overstreeteng.com

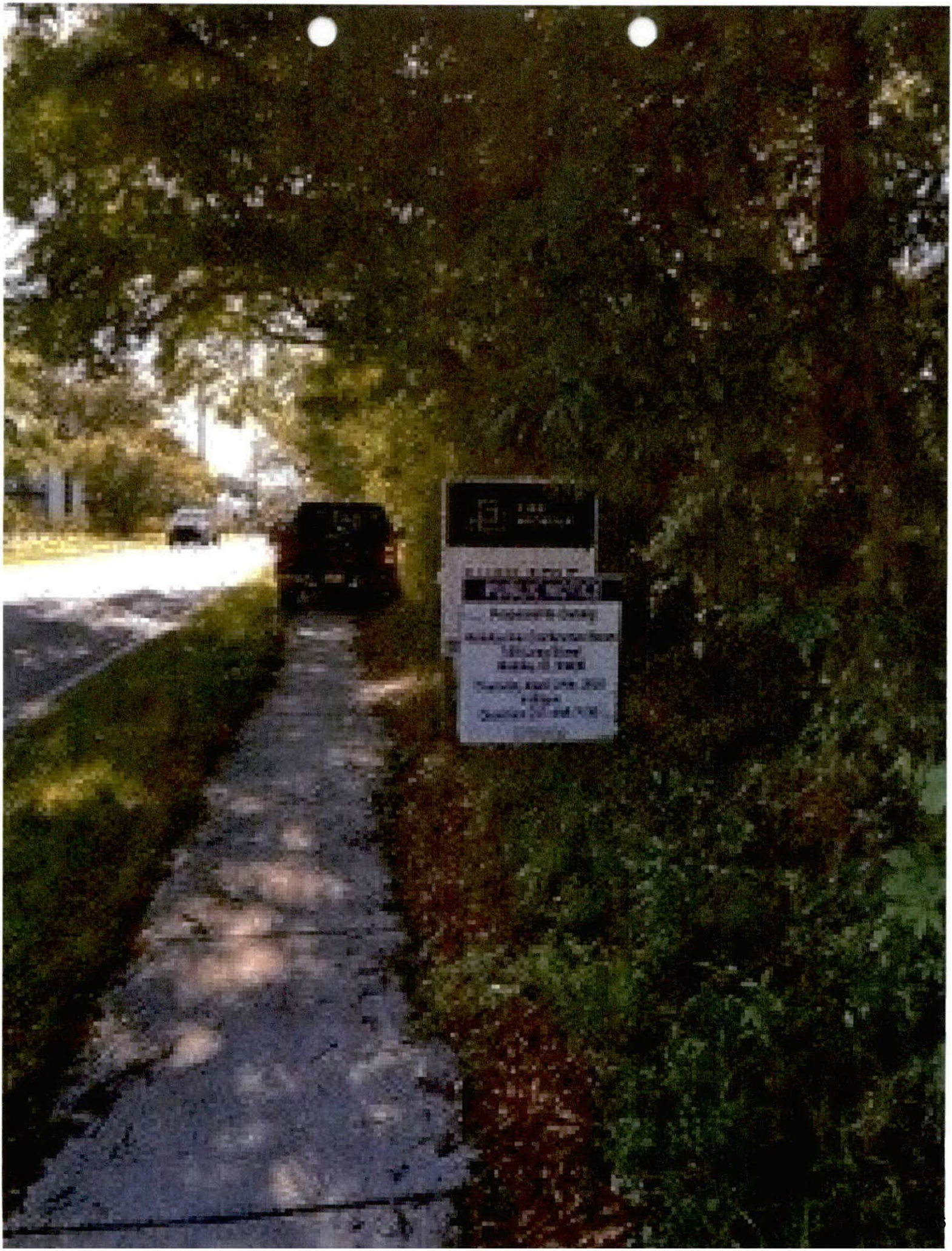
3) Three citizens showed up to speak. All three expressed concerns about the project. The comments made by the citizens are summarized below:

A) Two attendees indicated they would be against the commercial zoning of this lot, regardless of the intended use.
B) Another gentlemen expressed a desire for a landscaped buffer on the north side of the property. The engineers and owner assured him that a vegetative and landscaped buffer would be provided to the maximum extent possible.
C) A concern was a wet pond creating an issue for mosquitos. The design intent is to have a detention pond and not have a permanent pool volume.
D) Traffic congestion on Old Shell Rd was a concern for two of the attendees. This business is relocating from a few parcels west of the current location. The owner has no plans for expansion and will not increase the traffic volume on Old Shell Rd.
E) One of the citizens was concerned about the noise created by animals. Dr. Knizely (owner) indicated there would be no over-night boarding and especially no outdoor boarding. Patients will be walked for a couple of hours throughout the day and limited to one dog at a time or multiple dogs, only if they are from the same household.

F) One of the attendees questioned the need for a veterinarian's office in this location. Dr. Knizely's practice is currently a few parcels away. Moving her practice isn't adding or subtracting an essential business in the neighborhood.
G) One attendee voiced his disapproval of "anything commercial" on the subject parcel.



Dr. Jeni Knizley



ANIMAL CARE CLINIC
5404 OLD SHELL ROAD

NEIGHBORHOOD MEETING

LIST OF ATTENDEES

THURSDAY, April 27, 2023 AT 4:00 p.m.

The following persons were in attendance

	Name/Address	Phone Number Email
1.	Burt Arthur 9908 Briarwood Dr Daphne, AL 36526	256-452-1476 Burtarthur@gmail.com
2.	ROBERT CUMMINGS 1026 STANTON RD STE B DAPHNE, AL 36526	251-444-7150
3.	JAY BROUGHTON 1026 STANTON RD, STE B DAPHNE, AL 36526	251 444-7150
4.	Robert E. Murphy 5413 Hilltop Dr. S Mobile, AL 36608	251-509-9742
5.		

6.	John Leacy	5309 Old Shell Rd 251-344-4800
7.	Roy Parker	5314 Old Shell 251-408-1228
8.	Courtney Caddell	251-391-2609
9.	Tracy Hewitt	251-209-3808
10.	Krisha Howell	251-599-2717
11.	Rachel Leard	251-709-3337
12.	Jeni Kinzley	251-605-4287

Gail M Leacy
5309 Old Shell Road
Mobile, AL 36608

Monarch Southern Corp Inc
P.O. Box 76
Point Clear, AL 36564

Homer & Ann
P.O. 376
Mobile, AL 36601

Dr. Jeni Knizley
5502 Old Shell Road
Mobile, AL 36608

Miller Cemetery
P.O. Drawer 16227
Mobile, AL 36616

Jay Broughton
1026 Stanton Road Suite B
Daphne, AL 36526

Hillwood Capital Partners LLC
P.O. Box 131346
Birmingham, AL 36608

5414 Old Shell Road LLC
5414 Old Shell Road
Mobile, AL 36608

RHC Holdings
5418 Old Shell Road
Mobile, AL 36608

Daniel W. Parks Jr
4 Cosgrove Drive
Mobile, AL 36608

David F Payne
6 Cosgrove Dr
Mobile, AL 36608

Erin & William Peebles
5425 Hilltop Drive South
Mobile, AL 36608

Douglas & Carla Kennedy
5421 Hilltop Drive South
Mobile, AL 36608

Gail W Walton
5417 Hilltop Drive South
Mobile, AL 36608

Robert & Georgeanna Murphy
5413 Hilltop Drive South
Mobile, AL 36608

William J Susman
213 Kingswood Court
Mobile, Al 36608

Parker Living Trust
5314 Old Shell Road
Mobile, AL 36608

Dorothy Johnson Walters
5312 Old Shell Road
Mobile, AL 36608

Deborah L Beverly
307 Long Court
Mobile, AL 36608

Patrick & Karen Goode
104 Hilltop Drive East
Mobile, AL 36608

John & Diane Lane
3009 Southridge Road East
Mobile, AL 36693

John Baxter
5401 Springhill Woods Drive
Mobile, AL 36608

Joan Parks Leroy
5405 Hilltop Drive South
Mobile, AL 36608

Abigail Grace Leafblad
7941 Fordham Road
Mobile, AL 36619

Dennis V Smith
P,O. 8327
Mobile, AL 36689

Westside Properties
c/o Lowery Rhodes
P O Box 81686
Mobile, AL 36689

Garrett & Rachael Carter
5412 Hilltop Drive South
Mobile, AL 36608

Robert & Rebecca Henrich
154 Ethel Windgate Dr Unit 103
Pensacola, FL 32507

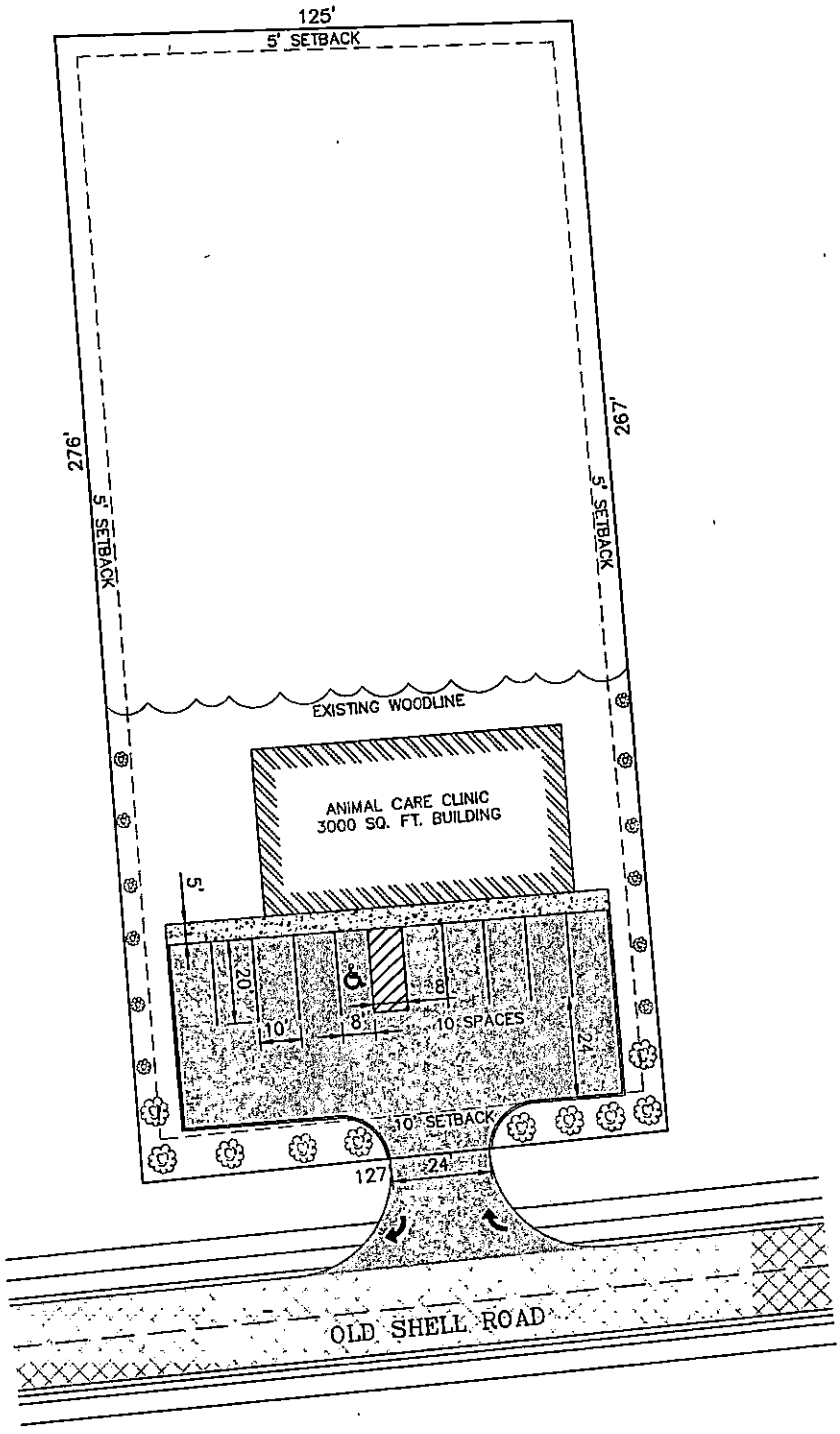
Aint Life Grand LLC
126 McIntosh Bluff Road
Fairhope, AL 36532

Jeffery Lamar Partin
5400 Hilltop Drive South
Mobile, AL 36608

Lynn Reed Dolgos
113 Hilltop Drive East
Mobile, AL 36608

Kingswood RVF Property LLC
c/o Blake Berg
356 Martin Luther King Jr. Blvd Unit B
Savannah, GA 31401

Laura Favre Hicks
5317 Old Shell Road
Mobile, AL 36608



0 30 60
1" = 30'

OVERSTREET & ASSOCIATES
CONSULTING ENGINEERS
1028 STANTON ROAD, SUITE B
DAPHNE, AL 36526
251-626-7150
www.overstreeteng.com

PRELIMINARY SITE LAYOUT
OLD SHELL ROAD
ANIMAL CARE CLINIC

COUNTY	SCALE	DATE	DRAWN BY	CHECKED BY	SHEET
MOBILE COUNTY	1" = 30'	APRIL 2023	JHP	RAC	SHEET 1 OF 1

MOBILE CITY PLANNING COMMISSION
April 27, 2023
PUBLIC HEARING NOTICE

Re: **North side of Old Shell Road, 340'± East of Cosgrove Drive**
ZON-UDC-002494-2023
Jeni Knizley, Animal Care Center
District 7
Rezoning from Single-Family Residential (R-1) to Buffer Business (B-1).

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, May 18, 2023, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from Single-Family Residential (R-1) to Buffer Business (B-1), 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, May 17, 2023,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
April 27, 2023
PUBLIC HEARING NOTICE

Re: **North side of Old Shell Road, 340'± East of Cosgrove Drive**
ZON-UDC-002494-2023
Jeni Knizley, Animal Care Center
District 7
Rezoning from Single-Family Residential (R-1) to Buffer Business (B-1).

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, May 18, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from Single-Family Residential (R-1) to Buffer Business (B-1), 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, May 17, 2023,** to allow adequate time for the Commission members to review the information.

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

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A

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

■ **Planned Development** Checklist C

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

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

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

	Applicant	Agent (If Applicable)
Name:	Dr. Jeni Knizley	Jay Broughton
Firm:	Animal Care Center	Overstreet & Associates, PLLC
Phone:	251-342-6262	251-444-7150
Email:	spaymobile@gmail.com	jay@overstreeteng.com
Address:	5502 Old Shell Road	1026 Stanton Rd Daphne, AL 36526

	Owner	Design Professional
Name:		JAY BROUGHTON
Firm:	MONARCH SOUTHERN CORP INC.	OVERSTREET & ASSOCIATES, PLLC
Phone:		251-444-7150
Email:		jay@overstreeteng.com
Address:	PO BOX 76 Point Clear, AL 36564	1026 Stanton Rd Ste B Daphne, AL

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

5404 Old Shell Road Mobile, AL 36608 — Property Address

34898 sq. ft. — Property Area (acres or square feet)

2805222001005.000/1500824 — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

B-1 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Authorized Representative — Owner Signature

4/15/2023 — Date

Robert A Cunningham — Applicant or Agent Signature (if applicable)

4/17/2023 — Date

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

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

Robert A Cunningham — Applicant or Agent Signature

4/17/2023 — Date

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

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

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

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

Old Shell Road has long been in the process of being front by low-intensity business uses but commercial uses nonetheless. old Shell Road is listed as a "corridor" wherein such a B-1 use as this could serve as the neighborhood destination for animal care while noting that an animal care office is a low density use of said land. This type of low intensity use is congruent with the desired low-intensity frontage uses envisioned for the old Shell Road corridor.

R-1
Future Land Use Map (FLUM) Designation

B-1
Requested Zoning

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

3. Describe how this proposal promotes the community's health, safety, and welfare.

The creation of a veterinarian's office here will increase competition in that market in the Springhill and in the USA area in turn driving down the service costs for same which in turn improves the welfare and quality of life for the area and footprint residents. The actual services themselves that the animal care center provides will help, assist and promote the long running spay and neuter Mobile campaign which drives down the feral and stray animal population in Mobile and in the Springhill area.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The frontage lots on Old Shell road continue to develop as commercial lots of neighborhood business built and intended to serve the very neighborhoods that abut them. This development will continue to fit this changing trend as the trend in this area has been away from sleepy residential to neighborhood business for quite some time now.

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

1. Describe the current development trends in the area of the property.

Given the very established nature of SpringHill, there is virtually no new master planned residential being developed in the area. This leaves infill commercial to be the development of choice in this area. Mostly this has popped up around the USA area and this site only just a little east of USA. The infill developed in the area has been neighborhood commercial and this proposed commercial development would fit that historical and generational trend of neighborhood commercial infill development.

2. Describe the surrounding land uses.

The property is bounded by R-1 on the north, west and east sides; to the South there exists R-3. Just 4 parcels to the west there is B-2 and we are requesting B-1 here and only 2 parcels over to the west is existing B-1. This zoning would be in keeping with the idea of stepping down from higher commercial zones to lower intensity commercial zones and thence to residential via neighborhood commercial. Note that the R-3 to the South is a business.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

Potentially there could be noise pollution from talkative dogs though we are proposing to mitigate this by pursuing indoor kennel runs so any barking dogs would be inside not outside. Light pollution could potentially be a problem but we plan to mitigate that by proposing downcast light, possibly amber instead of white lighting and the use of bollard lighting instead of light standards.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

There is more than adequate water, sewer and natural gas capacity to accommodate this proposed developed. The very low amount of trips will not materially affect the traffic volume on Old Shell Road.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

This is a professional services development. Mobile has been approxiamately 186,000 and this is a decrease from 2000 of >5% and down from a high of ~200,000 in 1980 and has been decreasing ever since. Mobile should be encouraging and making it easier for any kind of development to occur to stop the population hemorrhage and make the quality of life more palatable for its residents including anything it can to retain commercial development and keep yet another professional services business from moving to Baldwin County

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

N/A

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Animal Care Center

Address: 5404 Old Shell Road Mobile, AL 36608

Owner: Monarch Southern Corp

Address: P.O. Box 76 Point Clear, AL Zip Code: 36564

Phone: _____ Fax: _____ Email: _____

Authorized Agent: Overstreet & Associates, PLLC

Address: 1026 Stanton Road Suite B Daphne, AL Zip Code: 36526

Phone: 251.444.7150 Fax: _____ Email: jay@overstreeteng.com

Contractor: TBD

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Overstreet & Associates, PLLC

Address: 1026 Stanton Road Suite B Daphne, AL Zip Code: _____

Phone: 251.444.7150 Fax: _____ Email: jay@overstreeteng.com

Architect: TBD

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Robert A Cummings

Signature

ROBERT A CUMMINGS

Print

4/11/2023

Date

PROJECT ENGINEER

Affiliation to project/Organization

CONTACT INFORMATION and SIGNATURES – for online applications

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Authorized Representative Date: 4/15/2023

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name: JAY BROUGHTON	
Business Name: OVERSTREET & ASSOCIATES, PLLC	
Address: 1026 STANTON ROAD SUITE B	
City, State, Zip Code: DAPHNE, AL 36526	
Telephone: 251.444.7150	Email: jav@overstreetena.com

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Authorized Representative Date: 4/15/2023

Type name:	
Business Name: MONARCH SOUTHERN CORP. INC.	
Address: P.O. BOX 76	
City, State, Zip Code: POINT CLEAR, AL 36564	
Telephone:	Email:

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

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission or Board of Zoning Adjustment application, 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.

Signature: Authorized Representative Date: 4/15/2023

Type name: Joseph L. Lilley, Jr. Authorized Representative

Use additional pages / copies of this form as needed.

STATE OF ALABAMA : 486260

COUNTY OF MOBILE :

KNOW ALL MEN BY THESE PRESENTS, that BADIA JACOBS, a single woman, hereinafter called the Grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable considerations, the receipt of which is hereby acknowledged to have been paid to the Grantor by MONARCH SOUTHERN CORPORATION, INC., hereinafter called the Grantee, does, subject to the matters hereinafter set out, if any, hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, its successors and assigns, that certain real property in the County of Mobile, State of Alabama, more particularly described as follows, to-wit:

Beginning 525 feet West of the Northeast corner of Northwest quarter of Section 22, Township 4 South, Range 2 West, run South 283 feet, then Northeast 127 feet, then North 267 feet, then West 125 feet to beginning.

This conveyance is made subject to restrictive covenants and easements applicable to said property of record in the Probate Court of Mobile County, Alabama.

TOGETHER WITH ALL AND SINGULAR, the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

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

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal this 7th day of March, 1977.

Badia Jacobs (SEAL)
BADIA JACOBS

STATE OF ALABAMA :

COUNTY OF MOBILE :

I, the undersigned Notary Public in and for said county in said state, do hereby certify that BADIA JACOBS, a single

REAL PROP 1683 PAGE 0312

woman, whose name 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 said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand, this 7th day of March, 1977.

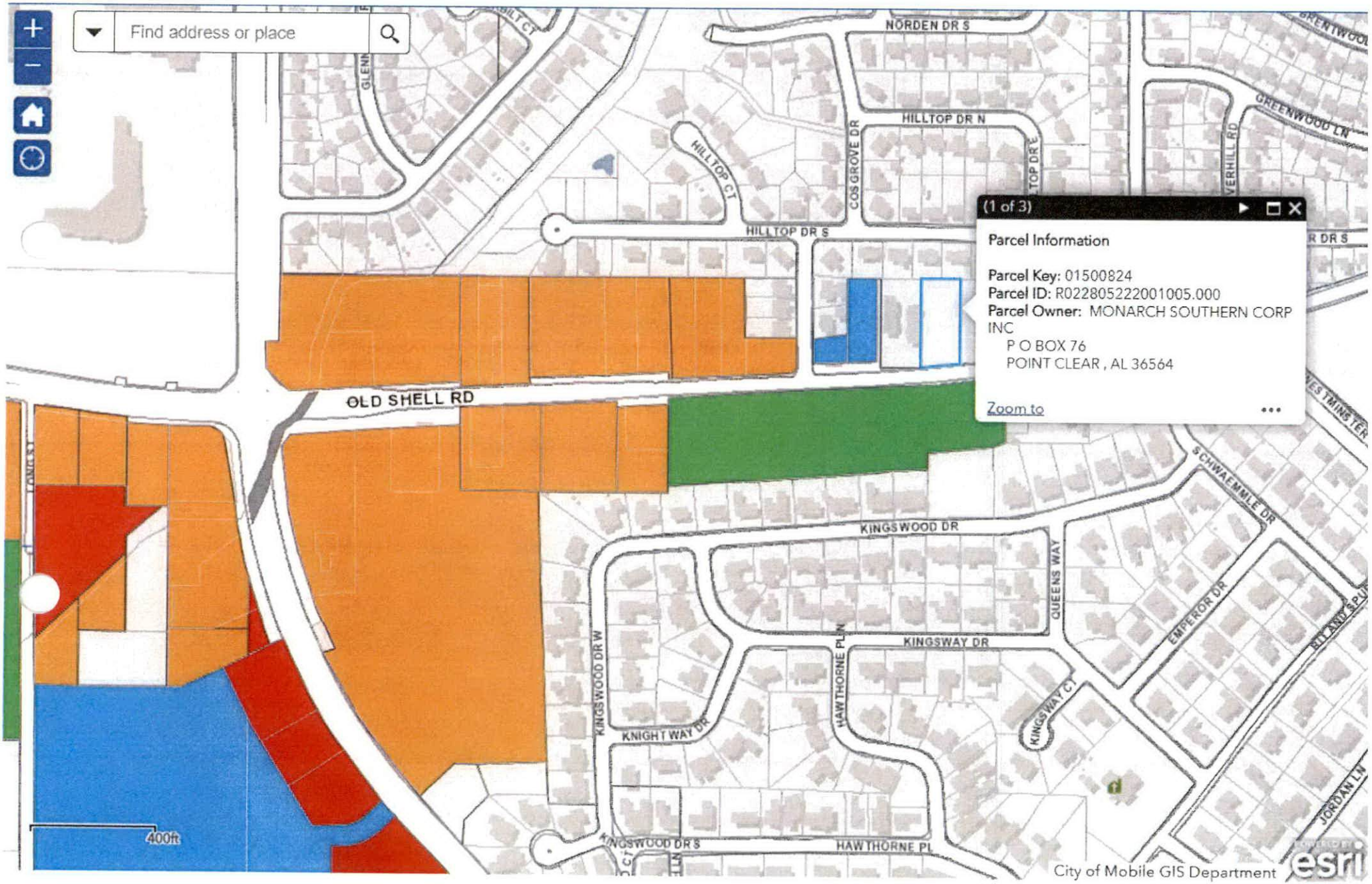
Anita G. McGee
Notary Public, Mobile County, Alabama

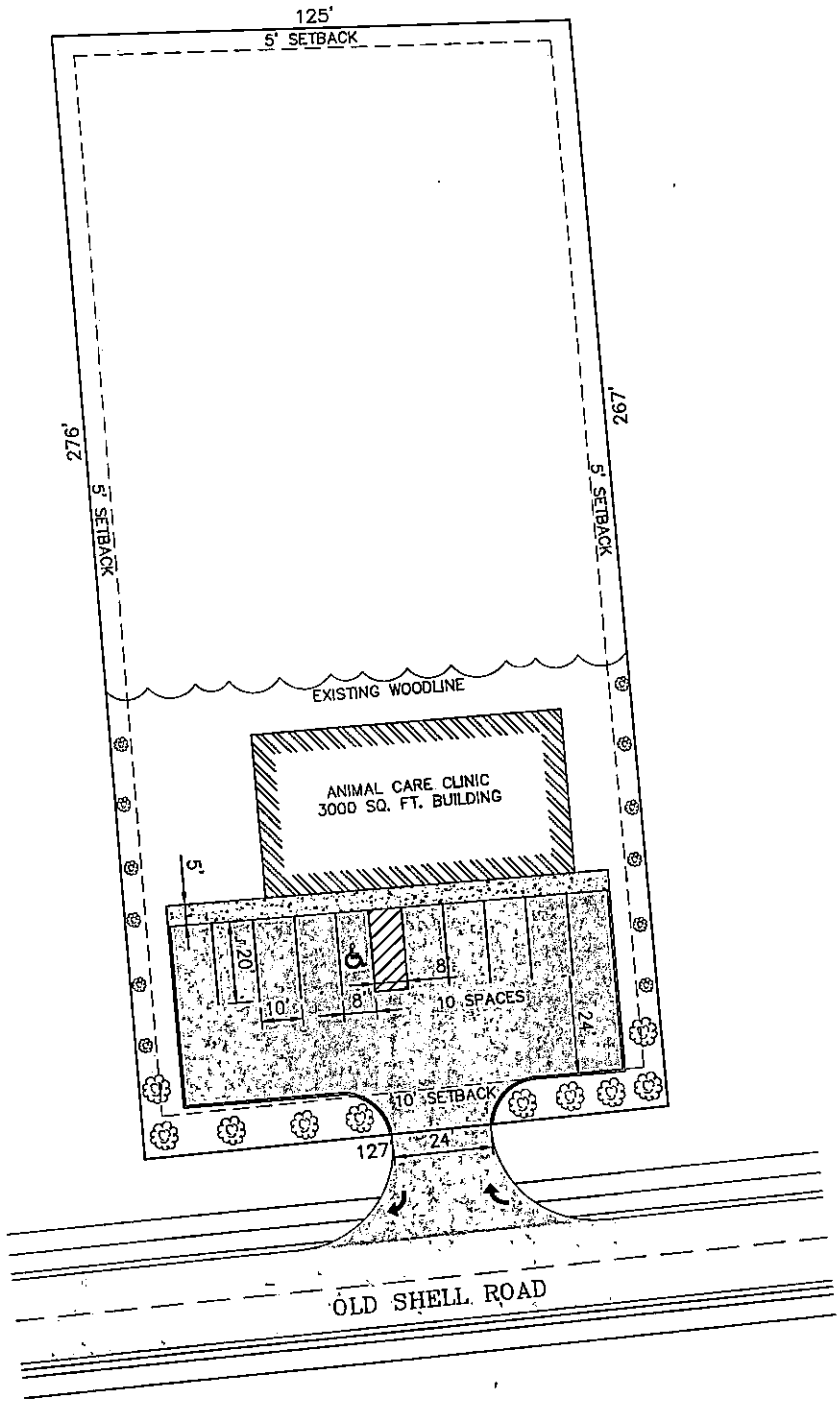
This instrument prepared by:

SAM M. JOHNSTON, JR.
Attorney at Law
810 Van Antwerp Bldg.
Mobile, Alabama 36602

REAL PROP 1683 PAGE 0313

RECORDING FEE
STATE OF ALA. MOBILE CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
MAR 7 12 25 PM '77
RECORDED IN REAL PROPERTY
RECORD TAX ON THIS INSTRUMENT
COPIES FEE ON THIS INSTRUMENT
JUDGE OF PROBATE


Planning and Zoning
City of Mobile
Find address or place
NORDEN DR S
HILLTOP DR N
HILLTOP CT
HILLTOP DR S
COSGROVE DR
VERHILL RD
GREENWOOD LN
(1 of 3)
Parcel Information
Parcel Key: 01500824
Parcel ID: R022805222001005.000
Parcel Owner: MONARCH SOUTHERN CORP INC
P O BOX 76
POINT CLEAR , AL 36564
Zoom to
OLD SHELL RD
KINGSWOOD DR
KINGSWOOD DR W
KNIGHT WAY DR
HAWTHORNE PLN
QUEENS WAY
KINGSWAY DR
KINGSWAY CT
EMPEROR DR
SCHWAEMMLE DR
JORDAN LN
KINGSWOOD DR S
HAWTHORNE PL
400ft
City of Mobile GIS Department
esri



0 30 60

1" = 30'

OVERSTREET & ASSOCIATES
CONSULTING ENGINEERS
1026 STANTON ROAD, SUITE B
DAPHNE, AL 36526
251-444-7150
www.overstreeteng.com

PRELIMINARY SITE LAYOUT
OLD SHELL ROAD
ANIMAL CARE CLINIC

COUNTY	SCALE	DATE	DRAWN BY	CHECKED BY	SHEET
MOBILE COUNTY	1" = 30'	APRIL 2023	JHP	RAC	SHEET 1 OF 1

Hillwood Capital Partners LLC
P.O. Box 131346
Birmingham, AL 36608

William J Susman
213 Kingswood Court
Mobile, Al 36608

Dennis V Smith
P.O. 8327
Mobile, AL 36689

5414 Old Shell Road LLC
5414 Old Shell Road
Mobile, AL 36608

Parker Living Trust
5314 Old Shell Road
Mobile, AL 36608

Westside Properties
c/o Lowery Rhodes
P O Box 81686
Mobile, AL 36689

RHC Holdings
5418 Old Shell Road
Mobile, AL 36608

Dorothy Johnson Walters
5312 Old Shell Road
Mobile, AL 36608

Garrett & Rachael Carter
5412 Hilltop Drive South
Mobile, AL 36608

Daniel W. Parks Jr
4 Cosgrove Drive
Mobile, AL 36608

Deborah L Beverly
307 Long Court
Mobile, AL 36608

Robert & Rebecca Henrich
154 Ethel Windgate Dr Unit 103
Pensacola, FL 32507

David F Payne
6 Cosgrove Dr
Mobile, AL 36608

Patrick & Karen Goode
104 Hilltop Drive East
Mobile, AL 36608

Aint Life Grand LLC
126 McIntosh Bluff Road
Fairhope, AL 36532

Erin & William Peebles
5425 Hilltop Drive South
Mobile, AL 36608

John & Diane Lane
3009 Southridge Road East
Mobile, AL 36693

Jeffery Lamar Partin
5400 Hilltop Drive South
Mobile, AL 36608

Douglas & Carla Kennedy
5421 Hilltop Drive South
Mobile, AL 36608

John Baxter
5401 Springhill Woods Drive
Mobile, AL 36608

Lynn Reed Dolgos
113 Hilltop Drive East
Mobile, AL 36608

Gail W Walton
5417 Hilltop Drive South
Mobile, AL 36608

Joan Parks Leroy
5405 Hilltop Drive South
Mobile, AL 36608

Kingswood RVF Property LLC
c/o Blake Berg
356 Martin Luther King Jr. Blvd Unit B
Savannah, GA 31401

Robert & Georgeanna Murphy
5413 Hilltop Drive South
Mobile, AL 36608

Abigail Grace Leafblad
7941 Fordham Road
Mobile, AL 36619

Laura Favre Hicks
5317 Old Shell Road
Mobile, AL 36608

Gail M Leacy
5309 Old Shell Road
Mobile, AL 36608

Monarch Southern Corp Inc
P.O. Box 76
Point Clear, AL 36564

Homer & Ann
P.O. 376
Mobile, AL 36601

Dr. Jeni Knizley
5502 Old Shell Road
Mobile, AL 36608

Miller Cemetery
P.O. Drawer 16227
Mobile, AL 36616

Jay Broughton
1026 Stanton Road Suite B
Daphne, AL 36526

Agenda Item #:
ZON-UDC-002494-2023

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

Applicant Materials for Consideration

DETAILS

Location:
North side of Old Shell Road, 340'± East of Cosgrove Drive

Subdivision Name (as applicable):
Not Applicable

Applicant / Agent (as applicable):
Jeni Knizley, Animal Care Center

Property Owner:
Monarch Southern Corp. Inc.

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

Proposed Zoning (as applicable):
B-1, Buffer Business District Suburban

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development (as applicable):
Not provided

Proposal:
The following is a summary of the proposal:
- Rezoning from R-1 to B-1
- **Rezoning Note:** Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:
1. Rezoning with two (2) conditions.

Report Contents: **Page**

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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units. Commercial units lie west of the site.

APPLICATION NUMBER 2 DATE May 18, 2023

APPLICANT Jeni Knizley, Animal Care Center

REQUEST Rezoning from R-1 to B-1

N

NTS

SITE HISTORY

The site had a one (1)-lot Subdivision and Rezoning application to rezone the site to T-B, Traditional Business District in 2013. Both applications were withdrawn by the applicant.

STAFF COMMENTS

Engineering Comments:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. 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:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

The applicant is requesting to rezone the subject site from R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District to allow construction of a veterinarian office. The applicant states that changing conditions in the area make the site desirable to be developed commercially, rather than residentially.

The subject site is a metes-and-bounds parcel. A pre-application meeting was had with Planning staff and the applicant's design professionals, in which they were advised of the need to submit a Subdivision application for the site as well. Therefore, it should be noted that a Subdivision application will need to be approved, and the plat subsequently recorded in Probate Court, prior to the issuance of building permits for any future use, regardless of if the rezoning is approved or not.

The subject site is abutted on the North, East, and West, by R-1 property, and to the South (across Old Shell Road) by R-3.

The property abutting the site to the West (5414 Old Shell Road) was granted a Use Variance in 1971 to allow the R-1 property to be developed as apartments. The property abutting the site to the East (5400 Old Shell Road), had a rezoning application (R-1 to B-2) considered by the Planning Commission at its September 18, 2008 meeting, which was denied due to the following reasons:

1) At 0.6 acres, the site falls well below the recommended two (2) acre minimum size for the creation of a new freestanding B-2 district;
2) Rezoning of the site could be considered spot zoning and an inappropriate encroachment into a residential area;
3) The justification for rezoning submitted does not correspond with the four reasons specified in Section 64-9 of the Zoning Ordinance; and
4) The site is depicted as residential on the General Land Use Map of the Comprehensive Plan.

While there are several commercial developments along this portion of Old Shell Road, there have been no rezonings or use variances granted recently that indicate a change in conditions which make the proposed rezoning desirable.

The applicant is requesting B-1 for the proposed animal services use. This zoning classification only allows indoor facilities; provision of outdoor facilities would additionally require a Special Exception request.

While zoning consideration is not site plan specific, the provided site plan does not depict required protection buffers where the site abuts adjacent R-1 properties, does not depict the correct front setback, and does not indicate if a dumpster will be placed on the site. If the rezoning is approved, development of the site must comply with the requirements of the UDC.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

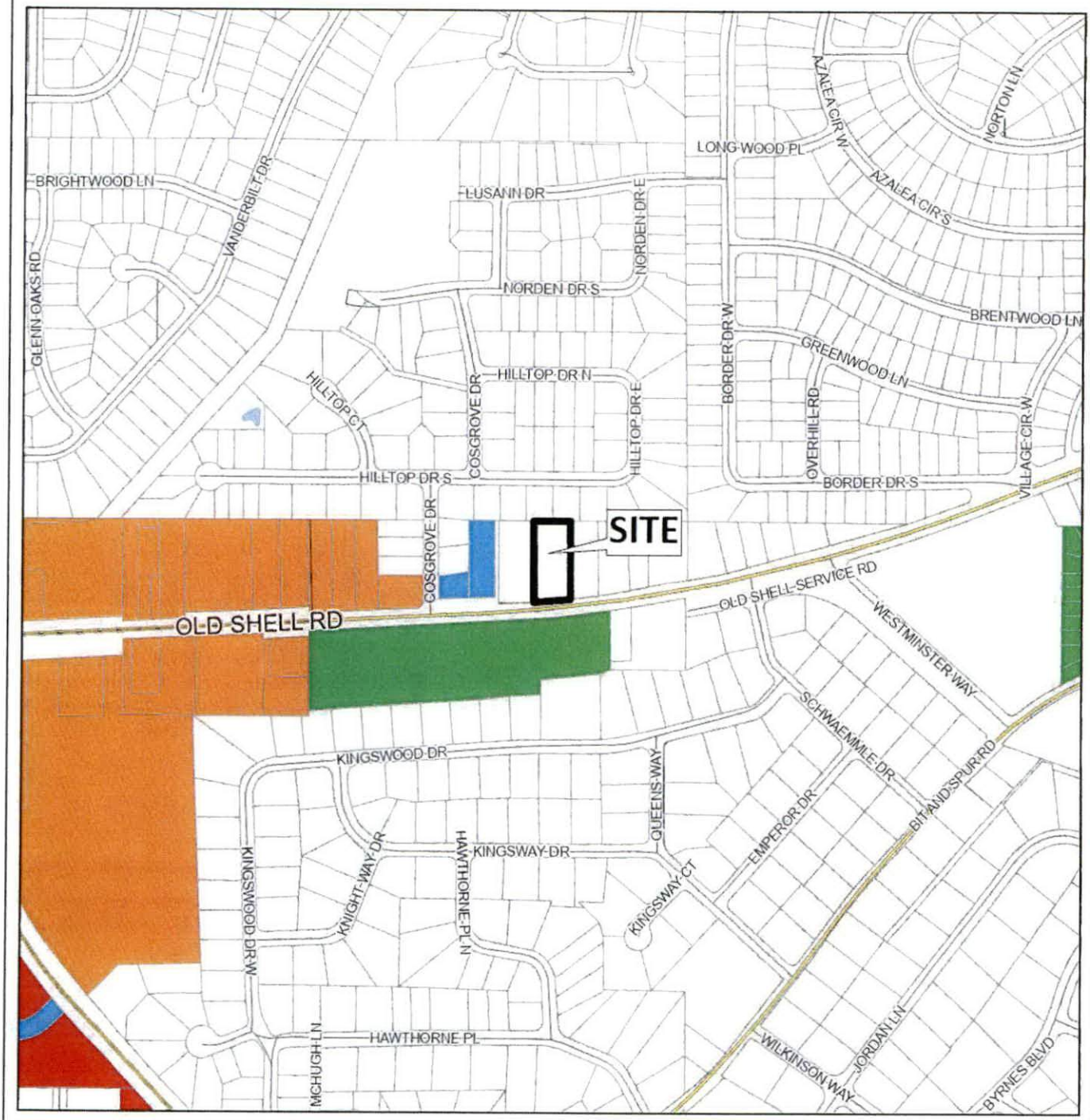
The "Applicant Materials for Consideration" link at the beginning of the staff report will take you to the documents submitted to address the UDC requirements.

Considerations:

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

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

LOCATOR ZONING MAP



APPLICATION NUMBER 2 DATE May 18, 2023

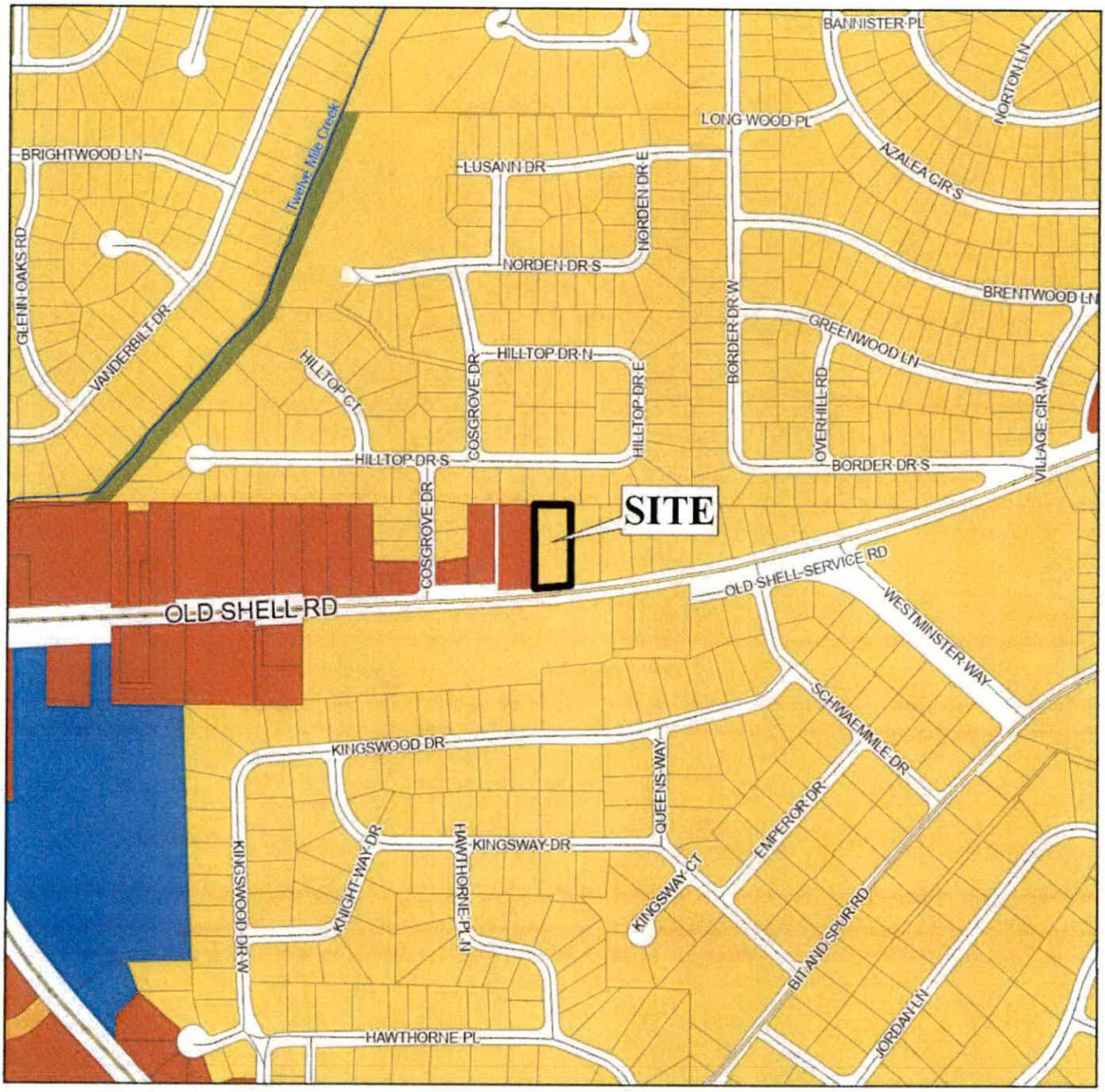
APPLICANT Jeni Knizley, Animal Care Center

REQUEST Rezoning from R-1 to B-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 2 DATE May 18, 2023

APPLICANT Jeni Knizley, Animal Care Center

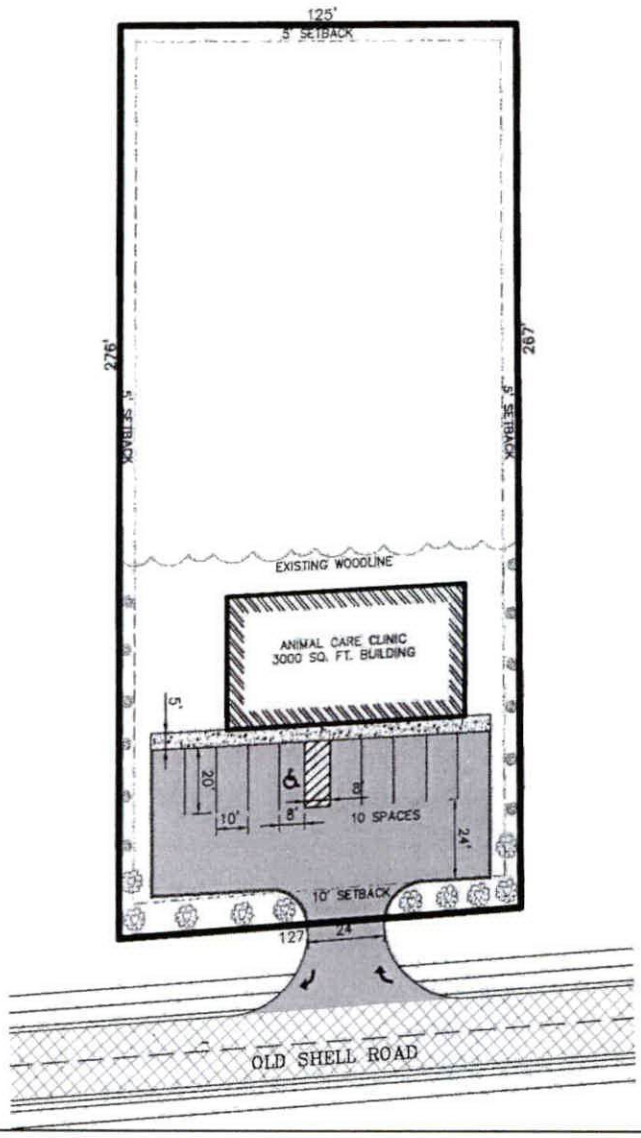
REQUEST Rezoning from R-1 to B-1

- 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

SITE PLAN



The site plan illustrates the proposed building, parking, and setbacks.

APPLICATION NUMBER 2 DATE May 18, 2023 APPLICANT Jeni Knizley, Animal Care Center REQUEST Rezoning from R-1 to B-1	N NTS

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

Zoning District Correspondence Matrix

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

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

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

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

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

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	7/24/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/20/2023 - 2:39 PM

AN ORDINANCE **2023**

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

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

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

LOT A, NEW LIFE HOUSING SUBDIVISION AS RECORDED IN MAP BOOK 134, PAGE 29 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

The classification of said property is hereby changed from **B-1, Buffer Business District, to R-1, Single-Family Residential Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **R-1, Single-Family Residential Suburban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **R-1, Single-Family Residential Suburban District** until all of the conditions set forth below have been complied with: **1) 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

Mike Mitchell, Owner (Spring Hill Insurance Company Inc.)
3901 Cottage Hill Road
South side of Cottage Hill Road, 25'± West of Hawthorne Drive
Council District 4
Ben Reynolds

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 3901 Cottage Hill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 29th day of August, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 3901 Cottage Hill Road from B-1, Buffer Business District, to R-1, Single-Family Residential Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

LOT A, NEW LIFE HOUSING SUBDIVISION AS RECORDED IN MAP BOOK 134, PAGE 29 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

The classification of said property is hereby changed from B-1, Buffer Business District, to R-1, Single-Family Residential Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in R-1, Single-Family Residential Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-1, Single-Family Residential Suburban District until all of the conditions set forth below have been complied with: 1) full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 29th day of August, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 2nd day of August, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **3901 Cottage Hill Road** (South side of Cottage Hill Road, 25'± West of Hawthorne Drive).

The proposed amendment to the Unified Development Code changes the classification of the subject property from **B-1, Buffer Business District, to R-1, Single-Family Residential Suburban District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-1** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **R-1** districts until the following conditions have been complied with: **1) full compliance with all municipal codes and ordinances.**

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

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 19, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of July 18, 2019 considered the request of **Mike Mitchell, Owner (Spring Hill Insurance Company Inc.),** for a change in zoning from **B-1, Buffer Business District, to R-1, Single-Family Residential Suburban District** for the property located at **3901 Cottage Hill Road** (South side of Cottage Hill Road, 25'± West of Hawthorne Drive).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) 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
REVISED

July 17, 2023

Mike Mitchell
3901 Cottage Hill Road
Mobile, AL 36609

Re: **3901 Cottage Hill Road**
(South side of Cottage Hill Road, 25'± West of Hawthorne Drive).
Council District 4
ZON-000955-2019
Spring Hill Insurance Company Inc.

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

At its meeting on July 18, 2019, the Planning Commission considered your request for a change in zoning from B-1, Buffer Business District, to R-1, Single-Family Residential District.

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

1) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application is $277.78. Upon receipt of this fee, your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: BERT HOFFMAN / for
Margaret Pappas
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 26, 2019

Spring Hill Insurance Co.
267 Houston Street
Mobile, AL 36606

Re: **3901 Cottage Hill Road**
(South side of Cottage Hill Road, 25'± West of Hawthorne Drive).
Council District 4
ZON-000955-2019
Spring Hill Insurance Company Inc.

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

At its meeting on July 18, 2019, the Planning Commission considered your request for a change in zoning from B-1, Buffer Business District, to R-1, Single-Family Residential District.

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

1) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application is $258.85. Upon receipt of this fee, 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

cc: Haidt Land Surveying

MOBILE CITY PLANNING COMMISSION

June 27, 2019, 2019

PUBLIC HEARING NOTICE

Re: **3901 Cottage Hill Road**
(South side of Cottage Hill Road, 25'± West of Hawthorne Drive).
Council District 4
ZON-000955-2019
Spring Hill Insurance Company Inc.
Rezoning from B-1, Buffer Business District, to R-1, Single-Family Residential District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, July 18, 2019, 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 use is to allow a single family residence; HOWEVER, it must be noted that any use permitted in the proposed zoning district would be allowed at this location if the zoning is changed. Furthermore, 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. Please be prepared to present your application to the Commission and respond to any questions they might have.

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

Please visit our website at
http://www.buildmobile.org/planning-commission/

To submit comments regarding Planning Commission applications, send comments by letter, fax, or email to:

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

Fax: (251) 208-5896

Email: Planning@cityofmobile.org

Please include your full name and address with any comments you submit for consideration.

MOBILE CITY PLANNING COMMISSION

June 27, 2019

PUBLIC HEARING NOTICE

Re: **3901 Cottage Hill Road**
(South side of Cottage Hill Road, 25'± West of Hawthorne Drive).
Council District 4
ZON-000955-2019
Spring Hill Insurance Company Inc.
Rezoning from B-1, Buffer Business District, to R-1, Single-Family Residential 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 18, 2019, 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 use is to allow a single family residence; HOWEVER, it must be noted that any use permitted in the proposed zoning district would be allowed at this location if the zoning is changed. Furthermore, 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 attend; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not resubdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

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

Please visit our website at
http://www.buildmobile.org/planning-commission/

To submit comments regarding Planning Commission applications, send comments by letter, fax, or email to:

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

Fax: (251) 208-5896

Email: Planning@cityofmobile.org

Please include your full name and address with any comments you submit for consideration.

ZAN-000955-2019

MOBILE CITY PLANNING COMMISSION

Mailing Address:
Urban Development Department
Planning Section
P. O. Box 1827
Mobile, Alabama 36633
Phone: (251) 208-5895; Fax: (251) 208-5896

Location
Mobile Government Plaza
205 Government Street
Third Floor - South Tower
Mobile, AL 36644

NOTE: **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.

Type of Application and Fees:

- [x] **Zoning Change** $ 100.00 (if recommended for approval, additional advertising fee required)
- [ ] **Planning Approval** $ 150.00 (non-profit $ 50.00)
- [ ] **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: SPRING HILL INSURANCE COMPANY INC.
   (if other than owner, must furnish written authorization from owner)
   Full Address: 3901 COTTAGE HILL ROAD 36693
   Telephone: 478-5203 Email:
2. Owner: SPRING HILL INSURANCE COMPANY INC. C/O MICHAEL D. LANGAN (President)
   (Submit evidence, such as deed or tax assessment, that the above person clearly has right of possession to the land area and any structures thereon)
3. Attach a brief description of property location. 20' +- West of Hawthorne Dr., South. side Cottage Hill Rd
4. Attach a copy of the legal description and parcel number of the property in question. R022807363000006.
   (Parcel Number)
5. Present Zoning: B-1 Proposed Zoning: R-1
6. Area of property, sq. ft. or acres: 22,380.63 s.f +- or 0.51 acres +-
7. **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).
8. **PLAN CONSISTENCY ANALYSIS:** Attach a document that illustrates how the application is or is not consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth). The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.
9. **ZONING applications:** 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.
10. **Planned Unit Development applications:** 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).
11. **SITE PLAN must be filed with this application (7 COPIES).** 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.
12. **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
13. **LABELS AND NOTIFICATION REQUIREMENTS:** 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).
14. **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.

DATE: 6-11-2019 APPLICANT'S SIGNATURE: PLBS

Form 150LU008 June 2016

JUN 17 '19 8:45AM

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.

DATE: 06/ APPLICANT'S SIGNATURE: PRES

JUN17 '19 8:45AM

June 18, 2019

Michael Mitchell
3901 Cottage Hill Road
Mobile, AL 36609
251-377-3105

To City of Mobile,

I am requesting my house and property be changed from Commercial Property back to Residential Property. The previous owner operated a business from their home, but I am not. This is solely a house and property for residential use.

If you need additional information please feel free to contact me.

Michael Mitchell

JUN18 '19 11:14AM

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE)

LOT A, NEW LIFE HOUSING SUBDIVISION
as recorded in **Map Book 134, Page 29**
Probate Court Records, Mobile County, Alabama.

I Frederick H. Haidt III, A Registered Land Surveyor in the State of Alabama, hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

_____ Date:_____
Frederick H. Haidt III, PLS
Alabama Licensed Professional
Land Surveyor Registration No. **27724-S**

JUN17 '19 8:44AM

SPRING HILL INSURANCE CO.
267 HOUSTON STREET
MOBILE AL 36606

AZALEA POINT PROPERTIES LLC
4551 DIAMOND AVENUE
MOBILE AL 36619

GARY BEASLEY
3912 SHELLEY DRIVE
MOBILE AL 36693

SUN KING LLC
1600 ADEN ROAD
MOBILE AL 36693

GEORGE L. SILVA
6508 PLANTATION COURT
MOBILE AL 36609

LINDA J. SWANN
3887 HAWTHORNE AVENUE
MOBILE AL 36693

TENSAW LAND & TIMBER CO.
3511 MONTLIMAR PLAZE DRIVE
MOBILE AL 36609

TCI – MOBILE LP
ATTN: WILLIAM COWAN
1314 LAKE STREET
FT. WORTH TX 706102

HAIDT LAND SURVETING
2311 CARRINGTON DRIVE
MOBILE AL 36695

RICHARD DAVES
10135 TANNER WILLIAMS ROAD
MOBILE AL 36608

JAMES MIDDLETON
2 FERRY AVENUE
SARALAND AL 36571

JOHN WEST
3876 HAWTHORNE DRIVE
MOBILE AL 36693

DALE EASTRELING
3868 HAWTHORNE DRIVE
MOBILE AL 36693

GEORGE JENKINS
3875 HAWTHORNE DRIVE
MOBILE AL 36693

DARIEL R. PORTER
3883 HAWTHORNE DRIVE
MOBILE AL 36693

MARIA CARLSON
2276 BURGETT ROAD
MOBILE AL 36605

DOUGLAS MCENERY
3878 SHELLEY DRIVE
MOBILE AL 36693

JENET ACHENBACH
3874 SHELLEY DRIVE
MOBILE AL 36693

LOCCILLE SANDERS
3875 SHELLEY STREET
MOBILE AL 36693

JOHN HOLLAND
3879 SHELLEY DRIVE
MOBILE AL 36693

CATTHERINE REILLY
4159 LANTERN LANE SOUTH
MOBILE AL 36693

LISA RAULERSON
3905 SHELLEY STREET
MOBILE AL 36693

JOYCE BOWERS
806 BENRNARD CIRCLE
MOBILE AL 36693

JOHN NAYLOR
4128 BEACON LANE
MOBILE AL 36693

VIET NGUYEN
801 AZALEA ROAD
MOBILE AL 36693

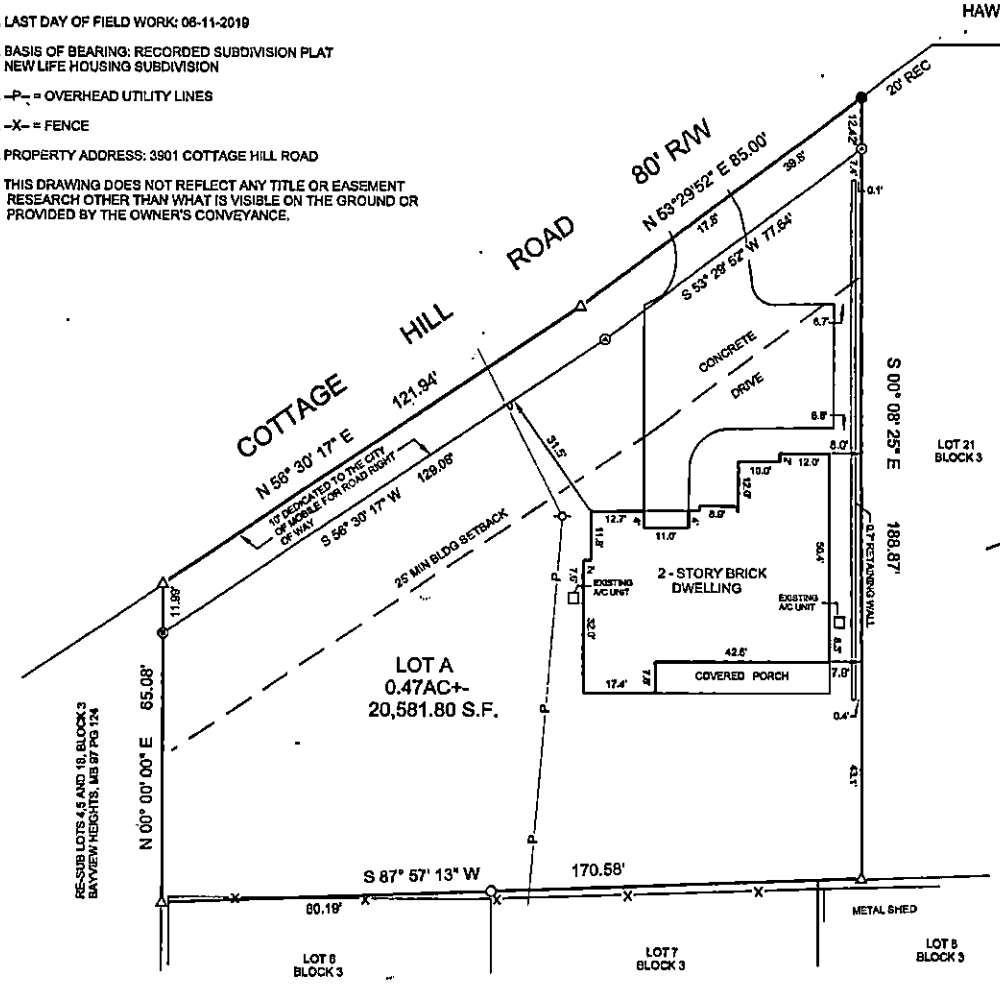
BLUE BIRD PROPERTIES
P.O. BOX 8614
MOBILE AL 36608

MARGARET HARKNESS
26546 COTTON BAYOU DRIVE
ORANGE BEACH AL 36561

COOPER LLC
900 HILLCREST ROAD A-5
MOBILE AL 36695

FOB LLC
P.O. BOX 9498
MOBILE AL 36691

NOTES:
1. TYPE OF SURVEY: AS-BUILT
2. LAST DAY OF FIELD WORK: 06-11-2019
3. BASIS OF BEARING: RECORDED SUBDIVISION PLAT NEW LIFE HOUSING SUBDIVISION
4. -P- = OVERHEAD UTILITY LINES
5. -X- = FENCE
6. PROPERTY ADDRESS: 3901 COTTAGE HILL ROAD
7. THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE OWNER'S CONVEYANCE.



LEGAL DESCRIPTION

STATE OF ALABAMA:
COUNTY OF MOBILE:

LOT A, NEW LIFE HOUSING SUBDIVISION
as recorded in Map Book 134, Page 29 Probate Court Records, Mobile County, Alabama.

I, Frederick H. Haidt III, A Registered Land Surveyor in the State of Alabama, hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the standards of Practice for Surveying in the State of Alabama to the best of my knowlege, information and belief.

This is to state that I have consulted the Fema Flood Insurance Rate Map no. 01097C0544K Dated: March 17, 2010 and found that the above described now is Located in Flood Hazard Area Zone: X-unshaded as determined by graphic scaling and elevation.

Date: 06/11/2019

Frederick H. Haidt III, PLS
Alabama Licensed Professional Land Surveyor No. 27724-S
This Survey Not Valid Without Seal

ALABAMA LICENSED No. 27724 PROFESSIONAL LAND SURVEYOR FREDERICK H. HAIDT III

LEGEND
- CRIMP TOP IRON PIPE FOUND
- CAPPED ROD FOUND (RESTER & COLEMAN ENG.)
- IRON ROD FOUND (RE-BAR)
- CAPPED ROD SET (HAIDT)
- CAPPED ROD FOUND (WATTIER)
- POWER POLE

HAIDT LAND SURVEYING
2311 CARRINGTON DRIVE
MOBILE AL 36695
251-421-4998

DATE: 06-11-2019 SCALE: 1"=30'
JOB #190513-051

Traverse PC

ZONING AMENDMENT STAFF REPORT Date: July 18. 2019

NAME Spring Hill Insurance Company, Inc.

LOCATION 3901 Cottage Hill Road
(South side of Cottage Hill Road, 25'± West of Hawthorne Drive)

CITY COUNCIL DISTRICT District 4

PRESENT ZONING B-1, Buffer Business District

PROPOSED ZONING R-1, Single-Family Residential District

AREA OF PROPERTY 1 Lot / 0.51± Acre

CONTEMPLATED USE Rezoning from B-1, Buffer Business District to R-1, Single-Family Residential 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.

TIME SCHEDULE None given.

ENGINEERING COMMENTS

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 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. Each Lot Owner shall be required to submit a Land Disturbance Permit application with the initial construction of a single family dwelling or other impervious surface (shed, driveway, slab, asphalt, gravel, etc.). The application shall include a site grading and drainage plan, details, and calculations, all of which are to be signed by a licensed Alabama Professional Engineer.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS No comments.

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 (State Act 2015-116 and City Code Chapters 57 and 64). Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from a commercial site 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)

REMARKS The applicant is requesting Rezoning from B-1 Buffer Business District to R-1, Single-Family Residential District.

The site has been given a Neighborhood Center-Suburban (NC) 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 applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- NC should support a limited amount of commercial employment
- NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- The residential density in NC designations –ranging from 4 to 10 dwelling units per acre — must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more "traditional" or more "suburban" context.

Additional Attributes of Neighborhood Centers:

- NC in traditional contexts: These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.

- NC in suburban contexts: These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

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.

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 subject site was made a legal lot of record by the approval of New Life Housing Subdivision, approved by the Commission in 2016. Along with the subdivision application, a Rezoning was heard to rezone the site from R-1 to B-2, Neighborhood Business District, to allow a counseling service office. The Commission and City Council ultimately approved a Rezoning to the current B-1. A condition of the Rezoning was that the use of the site be limited to offices only, as per the Voluntary Conditions and Use Restrictions submitted by the applicant at that time. The current applicant now owns the property and wishes to use it as a single-family dwelling which is allowed in B-1 districts. However, as the previous Rezoning limited the use of the site to offices only, it must be rezoned again to allow residential use; hence this application.

The applicant provided the following statement:

> *I am requesting my house and property be changed from Commercial Property back to Residential Property. The previous owner operated a business from their home, but I am not. This is solely a house and property for residential use.*

The site is bordered by R-1, Single-Family Residential zoning and uses to the East and South, and vacant B-1 to the West. To the North across Cottage Hill Road is B-2 zoning occupied with offices.

The existing building on the site was originally permitted as a single-family dwelling in 2007 when the site was zoned R-1. Because of various reasons, the dwelling was not completed. In early 2016 the property was rezoned to its current B-1, and in spring 2016, a zoning clearance was requested for a property management and consulting business, but it was never issued due to no commercial compliance inspections for the site. In the fall of 2016, a complaint indicated the building was being used commercially and without a Certificate of Occupancy. The business then vacated the premises. In spring of 2019, Planning and Zoning approved a building permit for the applicant to complete the build-out for a single-family dwelling with the condition that it be rezoned to R-1. The build-out is now complete and final inspections have been passed. In order to allow the single-family residential use, the property must be rezoned.

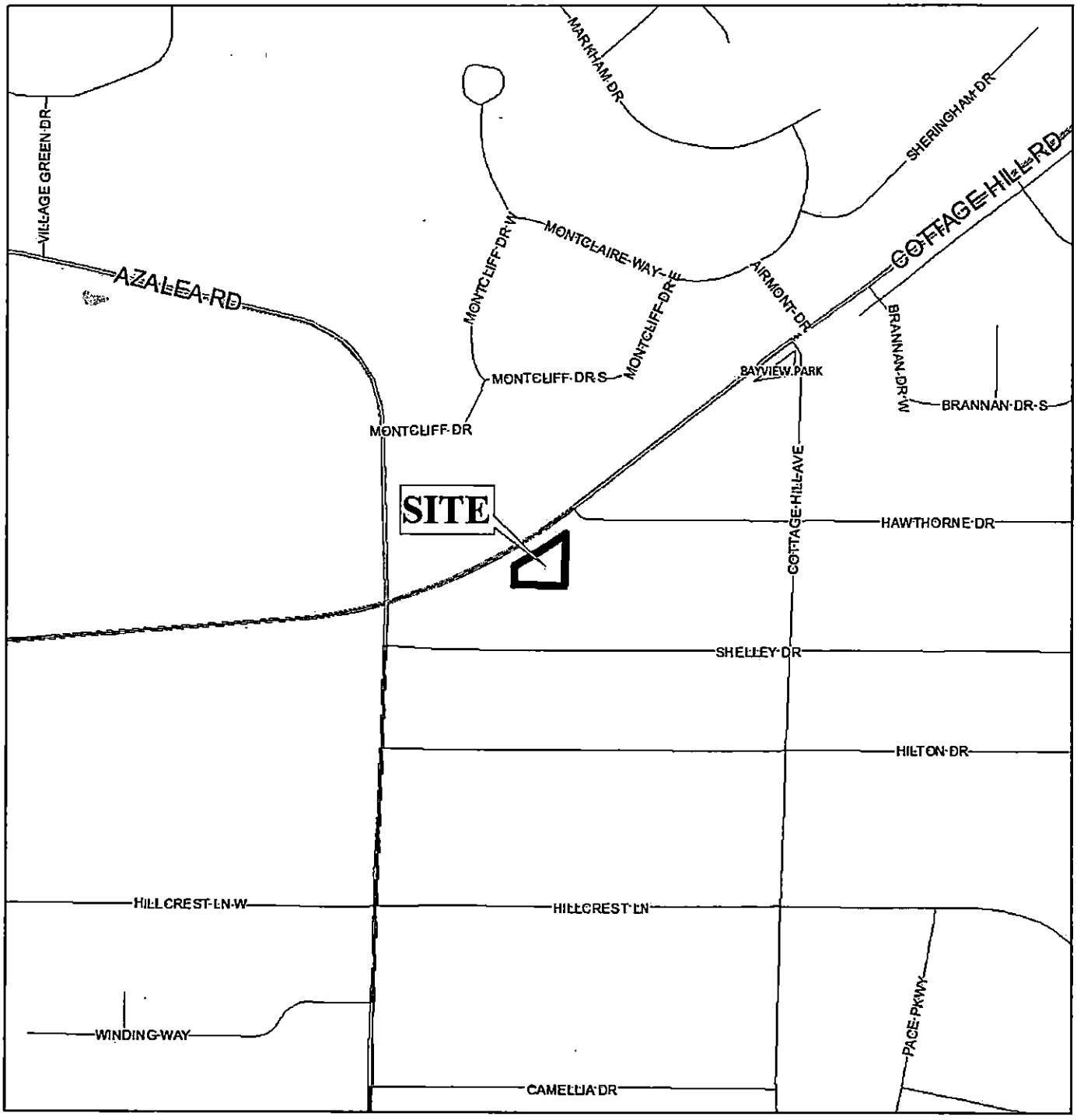
The subject site was originally platted as a part of a single-family residential subdivision, Bayview Heights Subdivision, and was originally assigned an R-1 zoning classification with the

adoption of the Zoning Ordinance in 1967. It remained such until the 2016 rezoning to the current B-1 classification. As that Rezoning contained the condition that the property be used for offices only, as per the Voluntary Conditions and Use Restrictions accompanying that application, and as B-1 zoning normally allows any type of residential use by right, it would seem that there is an error in the Ordinance with respect to the site's use, especially given that it was originally a part of a single-family residential subdivision.

RECOMMENDATION Based on the preceding, this application is recommended for Approval subject to the following:

1) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 12 DATE July 18, 2019

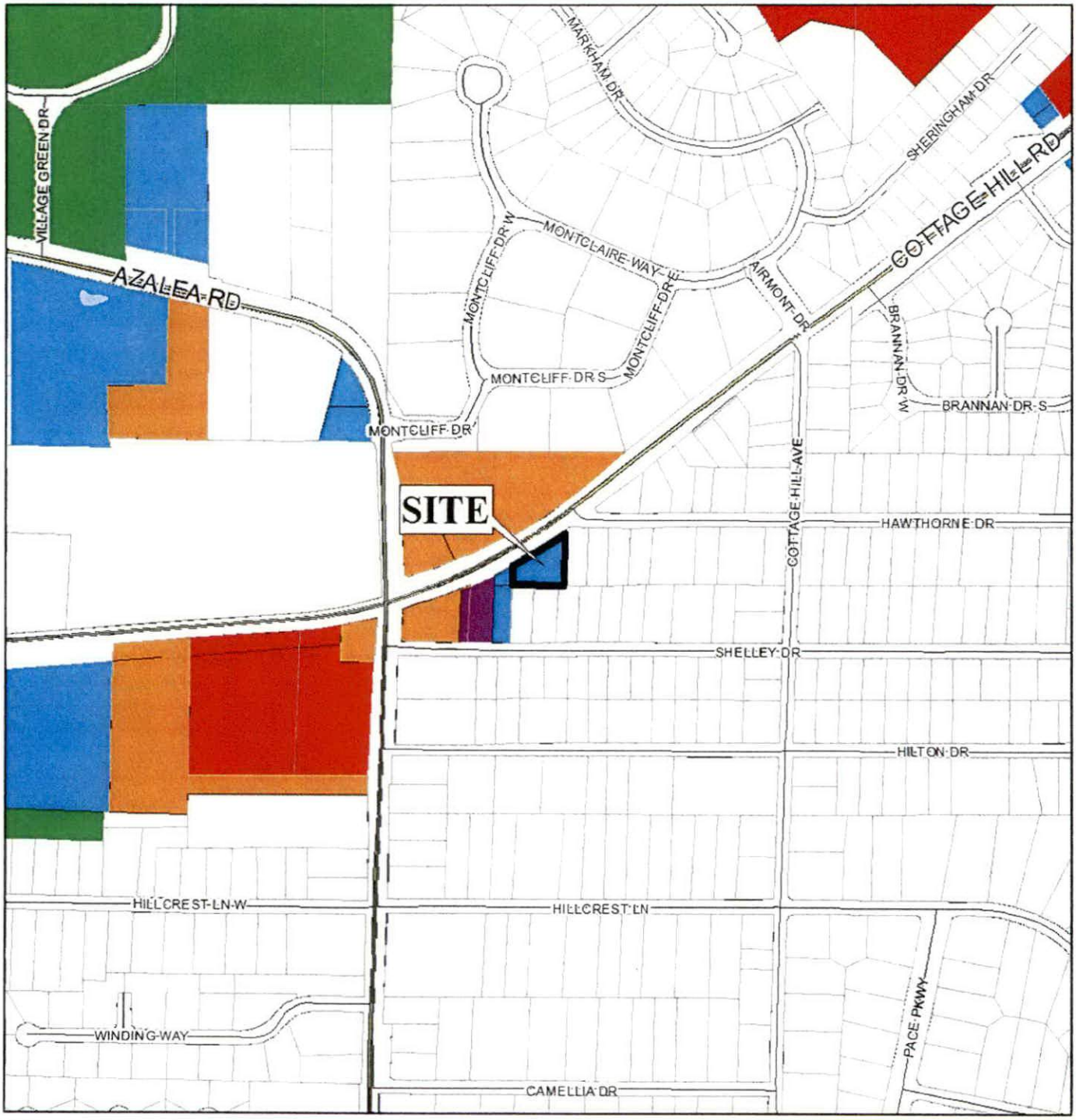
APPLICANT Spring Hill Insurance Company Inc.

REQUEST Rezoning from B-1 to R-1

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE July 18, 2019

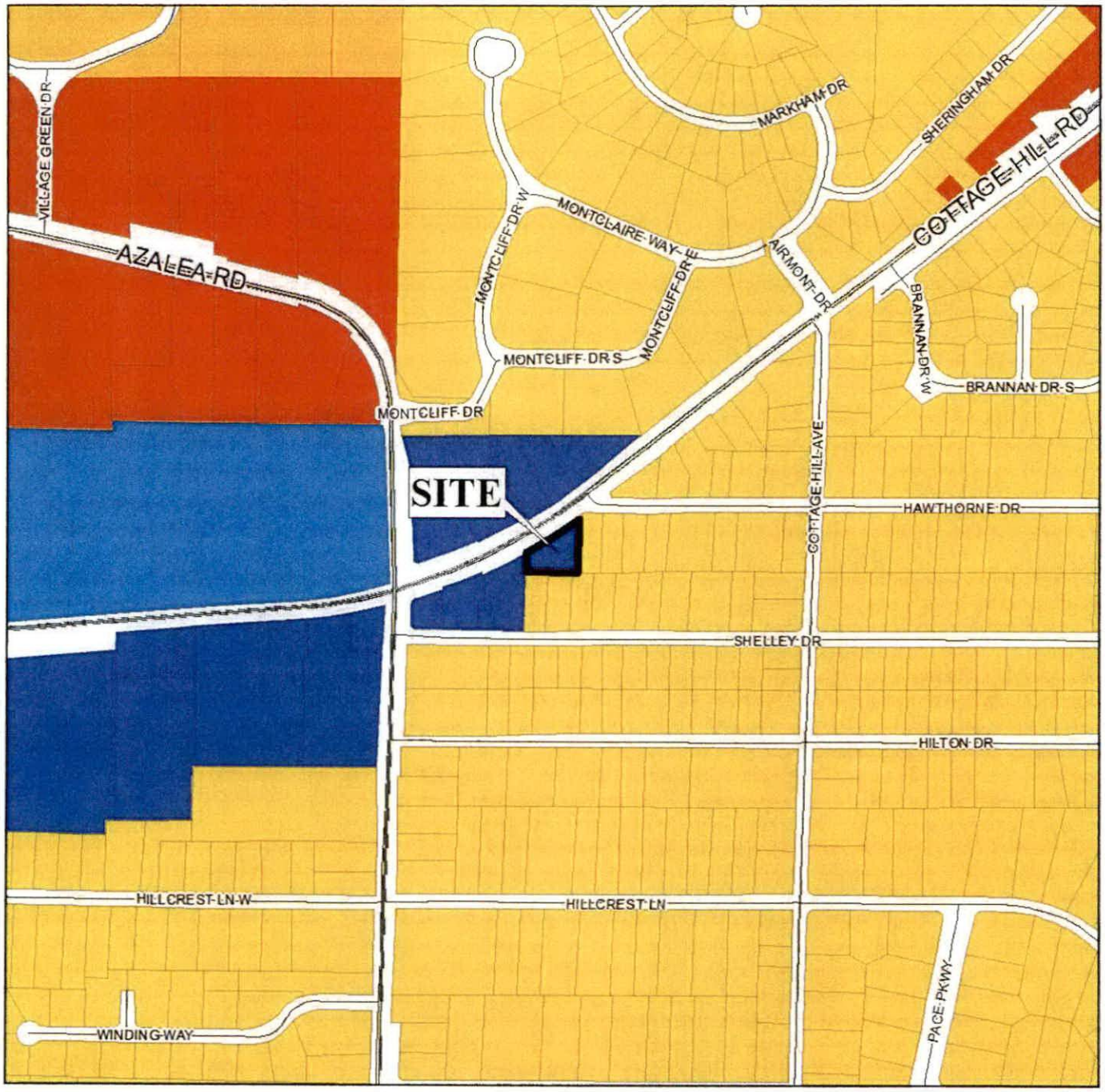
APPLICANT Spring Hill Insurance Company Inc.

REQUEST Rezoning from B-1 to R-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE July 18, 2019

APPLICANT Spring Hill Insurance Company Inc.

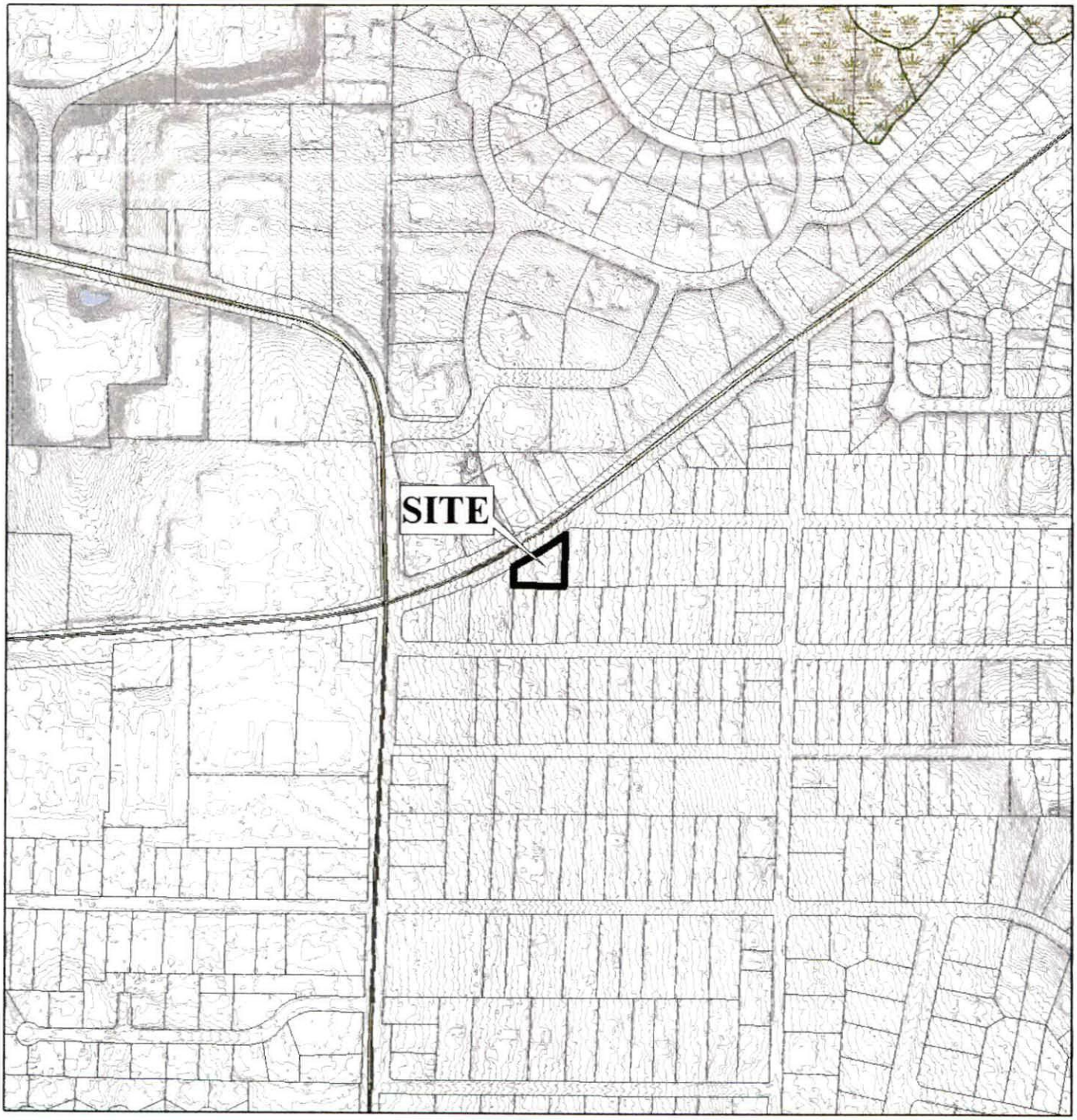
REQUEST Rezoning from B-1 to R-1

- 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 12 DATE July 18, 2019

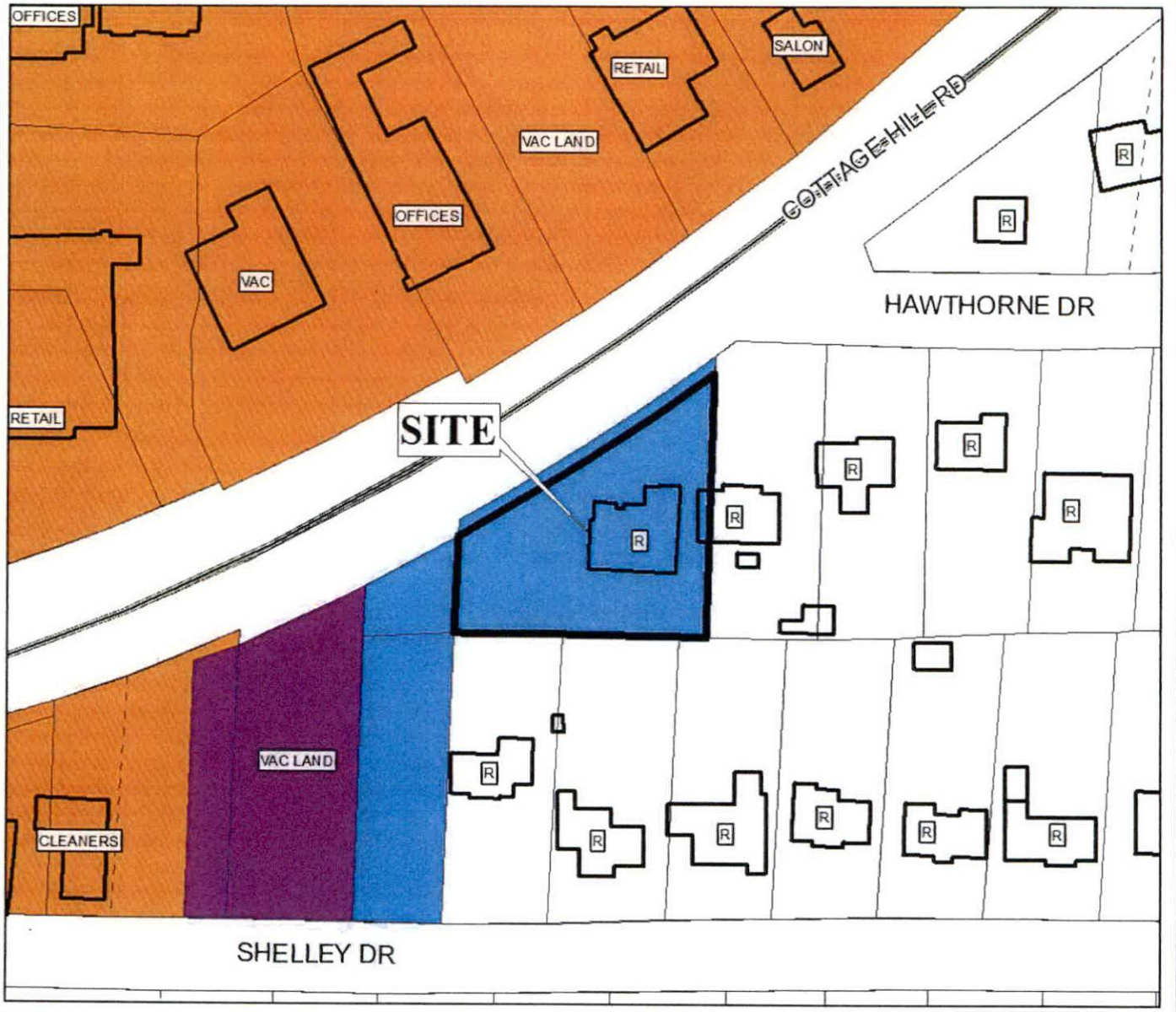
APPLICANT Spring Hill Insurance Company Inc.

REQUEST Rezoning from B-1 to R-1

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 12 DATE July 18, 2019

APPLICANT Spring Hill Insurance Company Inc.

REQUEST Rezoning from B-1 to 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 ZONING

The site is surrounded by residential and commercial units.

APPLICATION NUMBER 12 DATE July 18, 2019

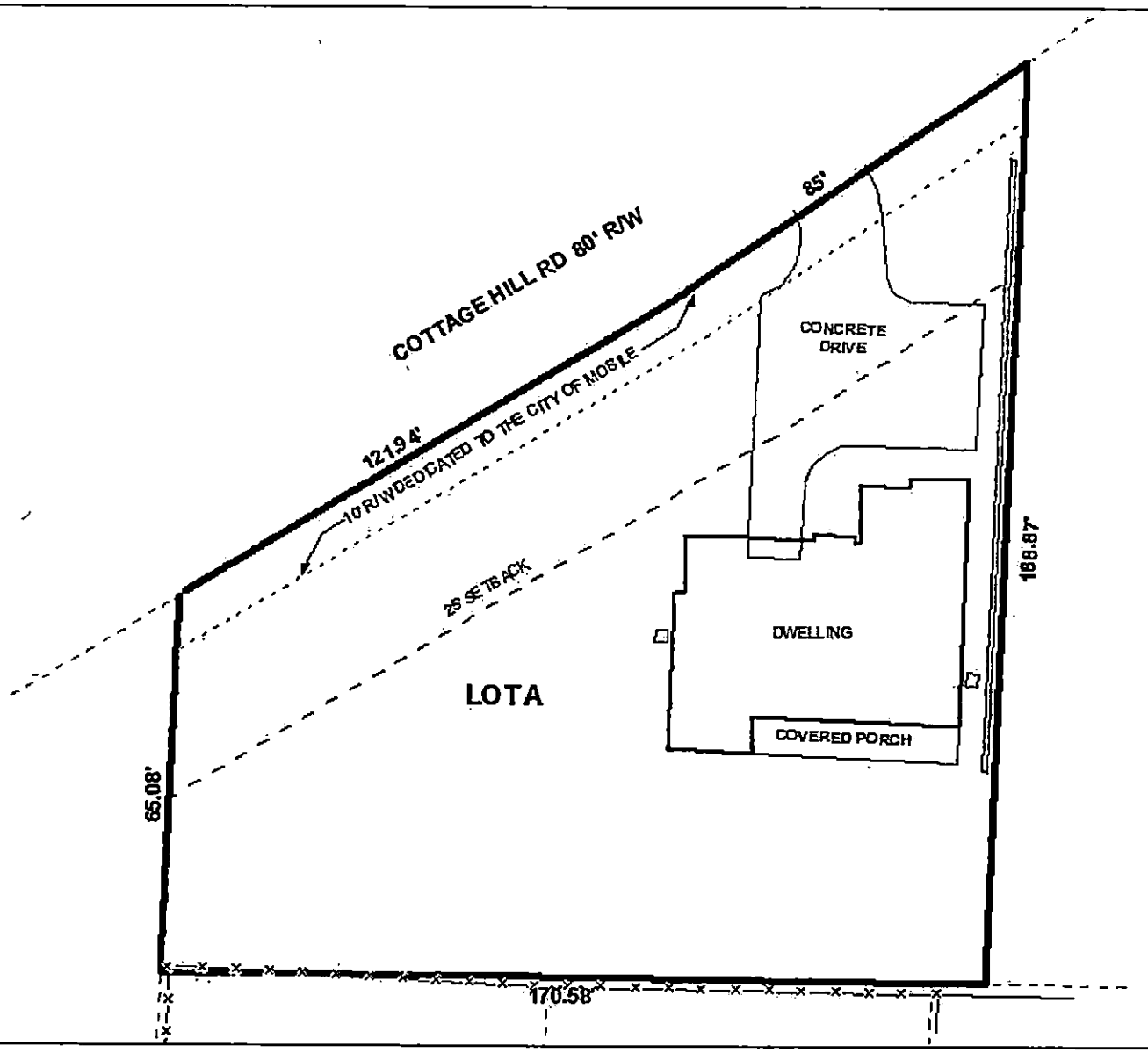
APPLICANT Spring Hill Insurance Company Inc.

REQUEST Rezoning from B-1 to R-1

N

NTS

SITE PLAN



The site plan illustrates the existing building, setbacks and right of ways.

APPLICATION NUMBER 12 DATE July 18, 2019

APPLICANT Spring Hill Insurance Company Inc.

REQUEST Rezoning from B-1 to R-1

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:7/24/2023

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

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/20/2023 - 2:48 PM