AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, July 19, 2022, 10:30 AM

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

   Rev. Leon Bell, St. Joseph Baptist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   July 12, 2022
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Georgia McCann for a waiver of the Noise Ordinance at Lyons Park on July 23, 2022, from 10:30 a.m. - 5:00 p.m. (District 2).

   Request of Marguerite Austin for a waiver of the Noise Ordinance at Cooper Riverside Park on July 23, 2022, from 9:00 a.m. - 3:00 p.m. (District 2).

   Request of Yorktown Missionary Baptist Church for a waiver of the Noise Ordinance at Kidd Park on July 31, 2022, from 9:00 a.m. - 1:00 p.m. (District 2).

   Request of Rodney Finch for a waiver of the Noise Ordinance at Cooper Riverside Park on August 24, 2022, from 2:00 p.m. - 12:00 a.m. (District 2).

   Request of Barbara Payne and Damian Marks for a waiver of the Noise Ordinance at Cooper Riverside Park on August 28, 2022, from 5:00 p.m. - 8:00 p.m. (District 2).

Request of Timmie Strait for a waiver of the Noise Ordinance at Langan Park on June 10, 2023, from 9:00 a.m. - 5:30 p.m. (District 7).

Request of Stephen Schoenewald for a waiver of the Noise Ordinance at Langan Park on September 1 & 2, 2022, from 4:00 p.m. - 6:00 p.m. and on September 3, 2022 from 8:00 a.m. - 11:00 a.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to assent to the vacation of a portion of Virginia Street, near the APMT Container Terminal (applicant: Alabama State Port Authority) (District 2).

Public hearing to declare the structure at 35 S. Reed Avenue a public nuisance and order demolition/secure/removal of trash (District 2).

Public hearing to declare the structure at 1415 Eslava Street a public nuisance and order it demolished (District 2).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Delano Carson - Ask for support for a youth empowerment event.

Thomas Mitchell - Concerns about gun violence, public safety, sidewalks & road conditions.

Reggie Hill - Request an investigation into the Mobile Municipal Code, Zoghby Act, public safety and use of tax payer resources.

Rev. Nathaniel Wilder - Redistricting

Rev. Milton Saffold - Redistricting

12. CIP RESOLUTIONS HELD OVER

09-593 Re-allocate $45,000.00 from Capital Project Dauphin Island Pkwy. Sidewalks to Grant Fund TAP Sidewalks on Dauphin Island Pkwy. (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering).

01-594 Authorize agreement with the Alabama Dept. of Transportation for sidewalks on Dauphin Island Pkwy. (between I-10 Interchange and Old Military Rd.); $173,161.89 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering).

13. RESOLUTIONS HELD OVER

01-595 Authorize agreement with Kimley-Horn & Assoc., Inc. for football stadium & field improvements at Trimmier Park; $158,092.75 (sponsored by

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

08-596 Approve item based bid for electrical utility boxes & lids (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-597 Approve purchase order to Kronos, Inc. for annual subscription for public safety scheduling and communications software; MFRD; $23,243.82 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-598 Approve purchase order to Dana Safety Supply, Inc. for 44 Tahoe and 8 Durango Police Package SUVs; $550,680.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

14. CONSENT RESOLUTIONS BEING INTRODUCED

03-600 Appoint Garret Dolbear to the Mobile City-County Youth Council (sponsored by Councilmember Jones) (submitted by Lisa C. Lambert, City Clerk).

31-601 Authorize a grant application for the FY 2022 Edward Byrne Memorial Justice Assistance Grant; $163,977.00 (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

40-602 Declare the structure at 35 S. Reed Avenue a public nuisance and order demolition/secure/removal of trash (sponsored by Councilmember Carroll).

40-603 Declare the structure at 1415 Eslava Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

58-604 Authorize removal of weeds, Group 1629.

60-605 Determine an appropriation to Old Shell Road School of Creative and Performing Arts serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-606 Determine an appropriation to the University of South Alabama, d/b/a JAG-GALS Jaguar Athletic Fund, serves a public purpose and approve payment (sponsored by Councilmember Jones) (submitted by Rebecca Christian, Accounting Dept.).

60-607 Approve award of special bonus to the Officer of the Month; McGuire (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

60-617 Approve award of special bonus to the Administrative Services Employee of the Month; Moseley (sponsored by Mayor Stimpson) (submitted by Joe Snowden, Administrative Services Dept.).

60-618 Approve award of special bonus to the Public Services Employee of the Month; Wilkes (sponsored by Mayor Stimpson) (submitted by Shonnda Smith).

15. RESOLUTIONS BEING INTRODUCED

03-608 Approve appointments of new directors of Improvement District - McGowin Park Project; Anderson & Foster (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-609 Approve purchase order to Vertiv Corp. for annual maintenance service for power supply and cooling systems for MIT; $15,155.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-610 Approve purchase order to Sansom Equipment Co., Inc. for vacuum truck for Public Works Dept.; $459,299.93 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-611 Authorize contract with Hagan Storm Fence of Mobile, Inc. for fence installation at Brookley by the Bay; $116,961.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-612 Authorize contract amendment with BFI Waste Services, d/b/a Republic Services of Mobile, for recycling bin rental and hauling; $60,000.00 (sponsored by Mayor Stimpson) (submitted by Casi Callaway, Resilience Dept. & Kina Andrews, Public Services Dept.).

47-613 Assent to the vacation of and consider a fee for the vacation of a portion of Virginia Street, near the APMT Container Terminal (applicant: Alabama State Port Authority) (sponsored by Councilmember Carroll).

16. CALL FOR PUBLIC HEARINGS

41-614 Call for public hearing to consider approval of a Certificate of Public Convenience and Necessity to Mob City Rides to operate an LSV/Golf Cart service (scheduled for August 2, 2022).

41-615 Call for public hearing to rezone property located at 2100 N. University Blvd. from R-1 to B-2 (District 1) (scheduled for August 9, 2022).

41-616 Call for public hearing to rezone property located at the southeast corner of Cottage Hill Road and Sollie Road from B-2 and B-1 to B-2 (District 6) (scheduled for August 9, 2022).

17. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/13/2022 - 9:27 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 1:29 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

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

ATTACHMENTS:

Description	Type	Upload Date
McCann	Cover Memo	7/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 11:22 AM

HOTO PAPER

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: Georgia M. McCann
PLEASE PRINT ALL INFORMATION

Home Phone Number: 2513660441 Cell Number: (251) 366-0441

Organization (if applicable) Georgia's Creations

Mailing Address of Applicant 2457 Sayner Ave. Mobile AL 36605

Telephone No. _____ E-mail address georgiamccann59@gmail.com

Location or address of event where amplification will be used:
Lyons Park 180 Lyons Park Ave. Mobile AL 36603

Date of Event: July 23, 22 Starting Time: 10:30 a.m. Ending Time 5:00 p.m.
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: School Supply Giveaway for grades PreK-12

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2022 JUL 13 AM 8:20

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Austin	Cover Memo	7/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 1:26 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

CITY CLERK DEPARTMENT
2022 JUL -8 PM 12:41

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: Marquente "ReRe" Austin
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-442-1614 Cell Number: 251-490-4342

Organization (if applicable) Carnival Kuycles

Mailing Address of Applicant 1956 S University Blvd Ste J Mobile, AL 36609

Telephone No. 251-490-4342 E-mail address Carnivalcuycles251@gmail.com

Location or address of event where amplification will be used:
Cooper Riverside

Date of Event: 7/23/2022 Starting Time: 9 am Ending Time 3 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Back To School Event

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:7/19/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Yorktown	Cover Memo	7/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 11:23 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Yorktown Missionary Baptist Church
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251 452-8108 Cell Number: 251 421-0809

Organization (if applicable) _____

Mailing Address of Applicant 851 East Street Mobile, Al 36610

Telephone No. 251 452-8108 E-mail address pastorymbc@bellsouth.net

Location or address of event where amplification will be used:
Kidd Park Mobile, AL 36613

Date of Event: 07/31/2022 Starting Time: 09:00A Ending Time 1:00P
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Church Service

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2022 JUL 14 AM 8:44

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Finch	Cover Memo	7/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 1:24 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

CITY CLERK DEPARTMENT
2022 JUL -7 PM 3:28

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.:

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(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: Rodney Finch
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251 366 6728

Organization (if applicable) Bo Rock Production

Mailing Address of Applicant 2206 government st

Telephone No. _____ E-mail address rockhouse251@gmail.com

Location or address of event where amplification will be used:
cooper riverside park

Date of Event: 08/24/2022 Starting Time: 2pm Ending Time 12am
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: comedy show/ birthday party

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Payne and Marks	Cover Memo	7/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 1:25 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

CITY CLERK DEPARTMENT
2022 JUL -8 PM 1:31

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
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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: Barbara Payne & Damian Marks
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-656-5778 (B) 251-509-8477 (D)

Organization (if applicable) Dearborn YMCA

Mailing Address of Applicant 321 N. Warren St. Mobile, AL 36603

Telephone No. 251-432-4768 E-mail address chuff@dearbornymca.org

Location or address of event where amplification will be used:
Cooper Riverside Park

Date of Event: 8/28/22 Starting Time 5:00pm Ending Time 8:00p.m.
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Jazzy Blues Concert (see flyer attached)

Do you plan to sell alcohol at this event? X 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:7/19/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Strait	Cover Memo	7/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 11:24 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
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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: Timmie Strait
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 334-322-6345

Organization (if applicable) _____

Mailing Address of Applicant 501 Octagon Rd Lindin AL 36748

Telephone No. 334-322-6345 E-mail address TStrait1964@Gmail.Com

Location or address of event where amplification will be used:

Langan Park

Date of Event: 6/10/23 Starting Time: 9:00 am Ending Time 5:30 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Family Reunion

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2022 JUL 12 PM 3:09

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Schoenewald	Cover Memo	7/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 11:27 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

CITY CLERK DEPARTMENT
2022 JUL -6 PM 1:31

(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: Stephen Schoenewald
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251 - 639 -0303 Cell Number: 251 - 639 -0303

Organization (if applicable) Complete Sports Productions

Mailing Address of Applicant 6509 Timbers Drive

Telephone No. 251 - 639 -0303 E-mail address strackrun@aol.com

Location or address of event where amplification will be used:
Langan Park - Performing Arts Pavillion

Date of Event: Sept 1-2-3 2022 Starting Time: 1-2 4PM 3 8AM Ending Time 1-2 6PM 3 11AM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Middle School - High Scchool Cross Country Meet

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:7/19/2022

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	6/9/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/9/2022 - 10:38 AM

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 TO CONSIDER VACATION OF A PORTION OF VIRGINIA STREET, NEAR THE APMT CONTAINER TERMINAL

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of a portion of Virginia Street, near the APMT Container Terminal.

The adoption of such resolution will be considered by the Mobile City Council on the 19th day of July, 2022, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

HAND ARENDALL HARRISON SALE

J. Craig Campbell
ccampbell@handfirm.com
DIRECT 251 694 6239 / FAX 251 544 1688

May 18, 2022

VIA HAND DELIVERY

Ms. Lisa Carroll Lambert
Mobile City Clerk
9th Floor Government Plaza, South Tower
P.O. Box 1827
Mobile, AL 36633-1827

WE, MAY 18, PM4:28 RCVD
MOBILE, AL
CITY CLERK'S OFFICE

Re: Street Vacation Request

Dear Ms. Lambert:

I represent the Alabama State Port Authority ("Port Authority"), and am writing on its behalf to request the vacation of a portion of Virginia Street near the APMT Container Terminal. The portion of the Virginia Street the Port Authority requests be vacated can be described as follows:

> Virginia Street
> Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-81°-43'-33"-E, along the North right of way line of said Virginia Street, for 312.71 feet to a point on the South line of said BCCT Subdivision and the Point of Beginning of the parcel herein described; Thence S-81°-43'-58"-E, along the North right of way line of said Virginia Street, for 497.29 feet to a point at the Northeast corner of said Virginia Street right of way; Thence S-08°-16'-40"-W, along the East line of said Virginia Street right of way, for 50.00 feet to a point at the Southeast corner of said Virginia Street right of way; Thence N-81°-43'-58"-W, along the South right of way line of said Virginia Street, for 497.28 feet; Thence N-08°-16'-27"-E, leaving the South right of way line of said Virginia Street, for 50.00 feet to the Point of Beginning and containing 24863 square feet or 0.571 acres, more or less.

The Port Authority is the only landowner abutting the portion of Virginia Street which the Port Authority requests be vacated. Accordingly, and as reflected by the enclosed Petition, the Port Authority as the only abutting landowner has consented to the vacation and joined the Petition.

The enclosed Petition also includes maps showing the locations of the portion of Virginia Street which the Port Authority would like to have vacated.

I have requested and obtained the written consent of all utility companies to the street vacation. Copies of the consent letters are enclosed with this letter.

I have also enclosed three (3) sets of printed adhesive labels containing the names and addresses of the owners of any abutting land, and also the names and addresses of any entities known to have utility lines within the area to be vacated.

I have also attached a check for $100 for the application fee.

Thank you for your assistance. Please let me know if I can provide anything else.

Sincerely,

J. Craig Campbell
For the Firm

JCC
Enclosures
7979250

STATE OF ALABAMA

COUNTY OF MOBILE

PETITION FOR VACATION OF RIGHT-OF-WAY PURSUANT TO CODE OF ALABAMA SECTION 23-4-1 ET SEQ.

COMES NOW, the Alabama State Port Authority ("Port Authority"), and makes this Petition for the vacation of a portion of Virginia Street, more particularly described herein and shown in Exhibit A. In support of such Petition, the Port Authority would show as follows:

1. The Legal Description for the above referenced parcel is as follows:

   Virginia Street
   Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-81°-43'-33"-E, along the North right of way line of said Virginia Street, for 312.71 feet to a point on the South line of said BCCT Subdivision and the Point of Beginning of the parcel herein described; Thence S-81°-43'-58"-E, along the North right of way line of said Virginia Street, for 497.29 feet to a point at the Northeast corner of said Virginia Street right of way; Thence S-08°-16'-40"-W, along the East line of said Virginia Street right of way, for 50.00 feet to a point at the Southeast corner of said Virginia Street right of way; Thence N-81°-43'-58"-W, along the South right of way line of said Virginia Street, for 497.28 feet; Thence N-08°-16'-27"-E, leaving the South right of way line of said Virginia Street, for 50.00 feet to the Point of Beginning and containing 24863 square feet or 0.571 acres, more or less.

2. The Port Authority is the sole owner of the land described below and outlined in Exhibit B, located in Mobile County, Alabama and abutting the areas petitioned for vacation:

   a. Lot 1: That part of LOT 1, BCCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, being more particularly described as follows:
      To-Wit:
      Beginning at the Southwest corner of LOT 1, BCCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of the CSX Railroad, (variable width R\W), Thence N-51°-47'-20"-E, leaving the North right of way line of said Virginia Street and along the East right of way line of said CSX Railroad, for 326.25 feet; Thence Northeasterly along the East right of way line of said Louisville and Nashville Railroad and around a curve to the left having a radius of 1951.00 feet and a delta angle of 26°-22'-04", the chord of which bears N-38°-36'-08"-E for 889.96 feet, for an arc distance of 897.86 feet to a point on at the intersection of the East right of

way line of said CSX Railroad with the South right of way line of New Jersey Street (50-foot public R\W; Thence S-88°-06'-29"-E, leaving the East right of way line of said CSX Railroad and along the South right of way of said New Jersey Street, for 61.93 feet to a point at the intersection of the South right of way line of said New Jersey Street with the East right of way line of Old Water Street, (50-foot public R\W); Thence N-08°-07'-38"-E, leaving the South right of way line of said New Jersey Street and along the East right of way line of said Old Water Street, for 25.15 feet; Thence S-88°-06'-29"-E, leaving the East right of way line of said Old Water Street, for 226.97 feet; Thence S-00°-41'-07"-W for 1071.32 feet to a point on the North right of way line of aforesaid Virginia Street; Thence N-81°-43'-58"-W, along the North right of way line of said Virginia Street, for 789.84 feet; Thence N-08°-19'-19"-E, leaving the North right of way line of said Virginia Street, for 148.35 feet; Thence N-81°-45'-18"-W for 123.92 feet; Thence Southwesterly around a curve to the left having a radius of 449.28 and a delta angle of 29°-06'-41", the chord of which bears S-57°-13'-47"-W for 225.83 feet, for an arc distance of 228.27 feet to a point on the North right of way line of aforesaid Virginia Street; Thence N-81°-43'-33"-W for 18.59 feet to the Point of Beginning and containing 14.131 acres, more or less.

a. Lot 2: Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-08°-16'-27"-W, leaving the South right of way line of said Virginia Street, for 50.00' to a point on the South right of way line of said Virginia Street; Thence S-81°-43'-58"-E, along the South right of way line of said Virginia Street, for 237.72 feet to the Point of Beginning of the parcel herein described; thence continue S-81°-43'-58"-E, along the South right of way line of Virginia Street, for 475.00 feet; Thence S-08°-16'-06"-W, leaving the South right of way line of said Virginia Street, for 170.05 feet; Thence N-81°-43'-33"-W for 475.00 feet; Thence N-08°-16'-02"-E for 170.00 feet to the Point of Beginning and containing 1.854 acres, more or less.

b. Lot 3: Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-08°-16'-27"-W, leaving the South right of way line of said Virginia Street, for 50.00' to a point on the South right of way line of said Virginia Street; Thence S-81°-43'-58"-E, along the South right of way line of said Virginia Street, for 712.72 feet to the Point of Beginning of the parcel herein described; thence continue S-81°-43'-58"-E, along the South right of way line of Virginia Street, for 475.00 feet to the Southeast corner of the right of way of said Virginia Street; Thence N-08°-16'-40"-E, and along the East end of the right of way of said Virginia Street, for 50.00 feet to a point at the Northeast corner of said Virginia Street right of way; Thence S-81°-

43'-58"-E, along an eastward extension of the North right of way line of said Virginia Street and along the South line of Lot 1 of said BCCT Subdivision, 287.72 feet; Thence S-08°-16'-02"-W for 220.09 feet; Thence N-81°-43'-33"-W for 385.00 feet; Thence N-08°-16'-02"-E for 170.05 feet to the Point of beginning and containing 1.833 acres, more or less.

3. No other property owners own any land within or abutting the areas affected by this proposed vacation and thus will not be denied means of ingress or egress to and from their property or be otherwise affected by the vacation of said right of way.

4. The Port Authority desires, and hereby requests, that the portion of Virginia Street described above and shown in Exhibit A be vacated. This is requested in an effort to combine and unify the Port Authority's property located at Lot 1, Lot 2, and Lot 3 described above and shown in Exhibit B.

5. The square footage of the area to be vacated is in total 24,863.

6. According to tax records, the square footage of the adjoining properties as referenced in this Petition and in Exhibit B hereto are as follows:

a. Lot 1: 247,022 (Property Land Type 31) or 361,348 (Property Land Type 33)
b. Lot 2: 81,893
c. Lot 3: 84,506

8. The current-year assessments of the adjoining properties as referenced in this Petition and in Exhibit B hereto are as follows:

a. Lot 1: $ 857,180
b. Lot 2: $ 42,300
c. Lot 3: $ 44,440

NOW THEREFORE, the Port Authority respectfully petitions and requests the City of Mobile to:

A. Approve the vacation of the portion of Virginia Street outlined as indicated on the survey attached hereto as Exhibit A and described above (provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation, if any, shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred); and

B. Waive or reduce the right-of-way vacation fee to be charged pursuant to Ala. Code section 11-49-6 and City of Mobile Ordinance No. 57-070-2015.

IN WITNESS WHEREOF, the Port Authority has caused this Petition to be executed on the 18th day of May, 2022.

Alabama State Port Authority
By: John Driscoll
As its: Director

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify John Driscoll, as Director of the Alabama State Port Authority, who is known to me, signed the foregoing Petition, and acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said agency on the day the same bears date.

Given under my hand and seal this the 13 day of MAY, 2022.

Notary Public
My Commission Expires: 10-19-22

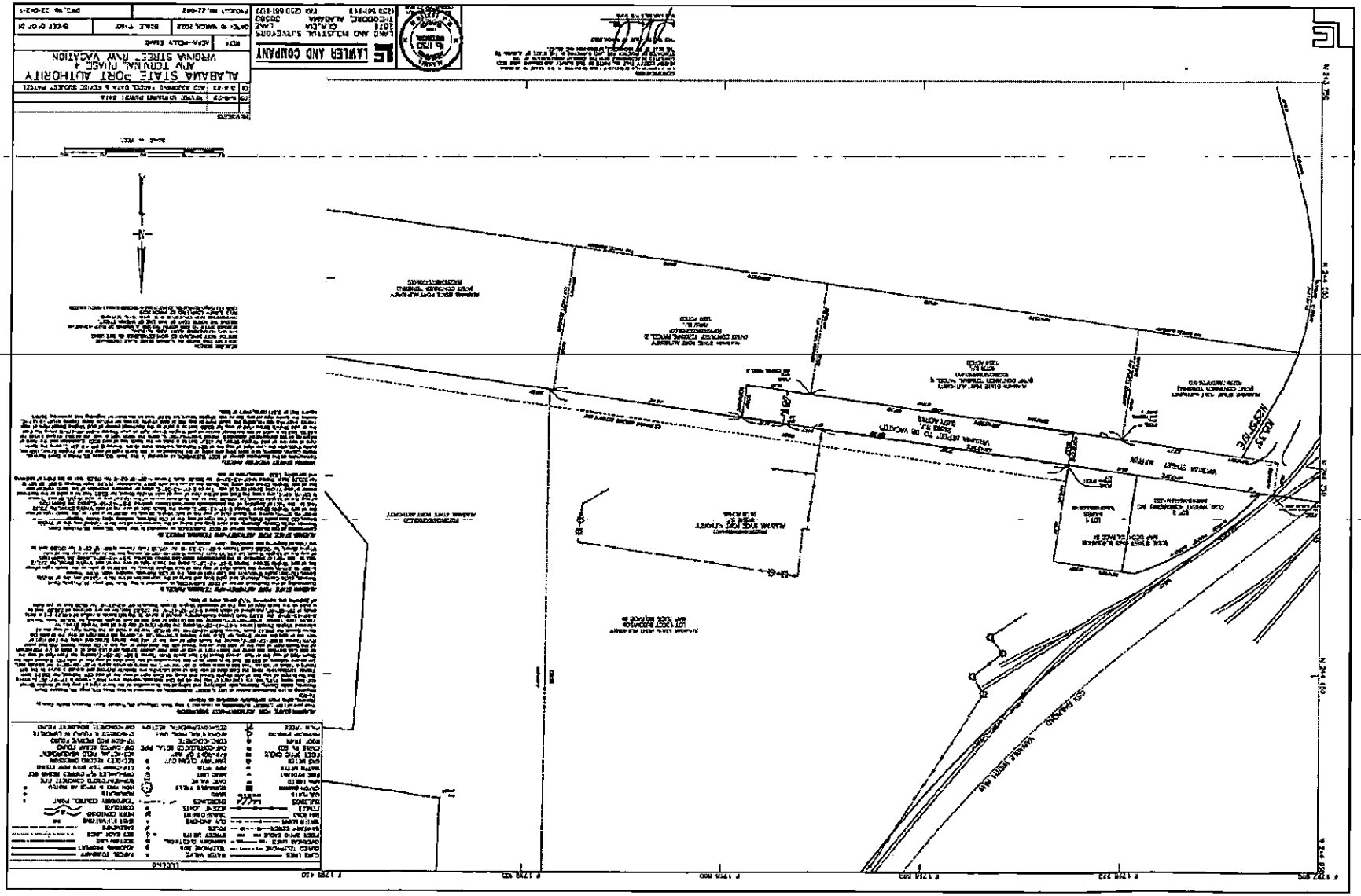


Exhibit A

Exhibit B

City of Mobile



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
City of Mobile

Exhibit B

DECLARATION OF VACATION OF RIGHT OF WAY IN THE CITY OF MOBILE, ALABAMA

STATE OF ALABAMA)
COUNTY OF MOBILE)

This Declaration of Vacation of Right of Way in the City of Mobile, Alabama is made and entered into this _____ day of _____, 2022, by the Alabama State Port Authority ("Port Authority").

WITNESSETH:

WHEREAS, the Port Authority has petitioned the Mobile City Council to vacate a portion of Virginia Street (referred to herein as the "Street"), described more particularly herein, a public street lying within the city limits of Mobile, Alabama, pursuant to Section 23-4-20 of the Alabama Code, *et seq.*; and

WHEREAS, the portion of the Street to be vacated is more particularly described as follows:

> Virginia Street
> Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-81°-43'-33"-E, along the North right of way line of said Virginia Street, for 312.71 feet to a point on the South line of said BCCT Subdivision and the Point of Beginning of the parcel herein described; Thence S-81°-43'-58"-E, along the North right of way line of said Virginia Street, for 497.29 feet to a point at the Northeast corner of said Virginia Street right of way; Thence S-08°-16'-40"-W, along the East line of said Virginia Street right of way, for 50.00 feet to a point at the Southeast corner of said Virginia Street right of way; Thence N-81°-43'-58"-W, along the South right of way line of said Virginia Street, for 497.28 feet; Thence N-08°-16'-27"-E, leaving the South right of way line of said Virginia Street, for 50.00 feet to the Point of Beginning and containing 24863 square feet or 0.571 acres, more or less.

WHEREAS, the Port Authority is the sole owner of the real property abutting the Street, and consents to the vacation of the Street; and

WHEREAS, no property owner shall be cut-off or deprived of access due to the vacation of the Street; and

WHEREAS, the Port Authority has provided notice of its request to vacate the Street to all utility providers with utility lines or facilities in the Street in accordance with Section 23-4-2(a) of the Alabama Code; and

WHEREAS, pursuant to Section 23-4-2(b) of the Alabama Code, entities with utility lines, equipment or facilities in place at the time of vacation, shall have the right to continue to maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and

WHEREAS, all utility providers have issued their written consent to vacation of the Street; and

WHEREAS, vacation of the Street is in the public interest; and

WHEREAS, the City Council of Mobile, Alabama, has given its assent to the closing and vacating of the hereinabove described rights-of-way; and

WHEREAS, said assent was given by Resolution duly adopted by the City Council of Mobile, Alabama, and a certified copy of said Resolution is attached hereto and made a part hereof as though set forth fully herein; and

WHEREAS, the same is filed for record herewith.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in consideration and to effect said vacation, the Port Authority does hereby declare the portion of the Street, more particularly described above, to be vacated, and, subject to the utility easements pursuant to Section

23-4-2(b) of the Alabama Code, all public rights in such portion of the Street, more particularly described above, are hereby divested, subject to the assent of the Mobile City Council, which shall by Resolution effect such vacation.

IN WITNESS WHEREOF, the Port Authority has caused these presents to be executed effective as of the date first set forth above.

Alabama State Port Authority
By: John Driscoll
As its: Director

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify John Driscoll, as Director of the Alabama State Port Authority, who is known to me, signed the foregoing Petition, and acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said agency on the day the same bears date.

Given under my hand and seal this the 13 day of MAY, 2022.

Notary Public
My Commission Expires: 10-19-22

Sponsored by: Counci

RESOLUTION

WHEREAS, the Alabama State Port Authority ("Port Authority") has submitted a Petition to the Mobile City Council to vacate a portion of Virginia Street (referred to herein as the "Street"), described more particularly herein, a public street lying within the city limits of Mobile, Alabama, pursuant to Section 23-4-20 of the Alabama Code, *et seq.*; and

WHEREAS, the portion of the Street to be vacated is more particularly described as follows:

> Virginia Street
> Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-81°-43'-33"-E, along the North right of way line of said Virginia Street, for 312.71 feet to a point on the South line of said BCCT Subdivision and the Point of Beginning of the parcel herein described; Thence S-81°-43'-58"-E, along the North right of way line of said Virginia Street, for 497.29 feet to a point at the Northeast corner of said Virginia Street right of way; Thence S-08°-16'-40"-W, along the East line of said Virginia Street right of way, for 50.00 feet to a point at the Southeast corner of said Virginia Street right of way; Thence N-81°-43'-58"-W, along the South right of way line of said Virginia Street, for 497.28 feet; Thence N-08°-16'-27"-E, leaving the South right of way line of said Virginia Street, for 50.00 feet to the Point of Beginning and containing 24863 square feet or 0.571 acres, more or less.

WHEREAS, the Port Authority has petitioned the City Council of Mobile, Alabama, to assent to the vacation of such public rights-of-way owned by the City of Mobile; and

WHEREAS, it has been shown to the satisfaction of the Mobile City Council that the Port Authority is the sole owner of the real property abutting the Street; and

WHEREAS, the vacation of the Street will not deprive any other property owner of such rights as such property owner may have to convenient and reasonable ingress and egress to and from their property; and

WHEREAS, notice of the hearing on the Petition was provided to all utility providers with utility lines or facilities in the Street in accordance with Section 23-4-2(a) of the Alabama Code, and such utility providers have issued their written consent to said vacation; and

WHEREAS, pursuant to Section 23-4-2(b) of the Alabama Code, entities with utility lines, equipment or facilities in place at the time of vacation, shall have the right to continue to maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and

WHEREAS, notice of the hearing on the Petition was provided in accordance with Section 23-4-2(a) of the Alabama Code, including publication in a newspaper of general circulation in Mobile, Alabama; and

WHEREAS, the City Council finds that the Street is not needed as public rights-of-way in the City of Mobile, Alabama; and

WHEREAS, the City Council finds that vacation of the Street is in the public interest.

NOW, THEREFORE, BE IT RESOLVED by the Mobile City Council that, upon hearing all parties and considering all information presented, that the portion of the Street, more particularly described above, is hereby vacated.

BE IT FURTHER RESOLVED that entities with utility lines, equipment or facilities in place at the time of vacation, shall have the right to continue to maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred, including ingress and egress thereto; provided further that the Westernmost 500 feet of said vacated area is

reserved for a non-exclusive easement for utility lines of the Board of Water & Sewer Commissioners of the City of Mobile as per the MAWSS approval letter for this vacation dated March 25, 2022.

BE IT FURTHER RESOLVED that the right-of-way fee provided for in Alabama Code section 11-49-6 and City of Mobile Ordinance No. 57-029-2020 is hereby waived.

Notice of this Resolution shall be published in a newspaper of general circulation in Mobile, Alabama, within fourteen days of the date of adoption and this Resolution shall also be filed with the Mobile County Probate Court.

Adopted:

_____
City Clerk

I, Lisa Carroll Lambert, Clerk of the Mobile City Council, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mobile City Council in its meeting held the _____ day of _____, 2022.

IN WITNESS WHEREOF, I have herein to set my hand on the official seal of the Mobile City Council on this the _____ day of _____, 2022.

_____
LISA CARROLL LAMBERT
CITY CLERK

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

March 25, 2022

Mr. J. Craig Campbell
Hand Arendall
104 St. Francis Street, Suite 300
Mobile, AL 36602

RE: Request to Vacate the East Terminus of Virginia Street Right-of-Way
Beginning approximately 312 ft. E of the intersection of the East ROW of CSX R/R & the N ROW of Virginia Street; Continue E approximately 1,234 ft. to end. Section 26, T4S-R1W

Dear Mr. Campbell:

We have reviewed the referenced vacation request and determined that our facilities are within the limits of a portion of the area to be vacated above. Consequently, our agreement to vacate this right-of-way is contingent upon the Requestor retaining the western most 500 feet as an easement for MAWSS.

Please know that MAWSS restricts the use of its easements. Any fences, driveways, trees, shrubs, etc. (no permanent structures) must be approved by MAWSS before placement in the easement. Requests for approval to place improvements in the easement should be sent to the attention of our Mapping and Connections Department.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Mobile Area Water & Sewer System

Daryl B. Russell

Daryl B. Russell, P.E.
Planning & Engineering Manager

cc: A. Tyree

P.O. Box 2368, Mobile, AL 36652 • 4725 Moffett Rd, Suite H. • Mobile, AL 36618 • Phone 251.694.3191 • Fax 251.694.3443

Spire Gulf Inc.
2828 Dauphin Street
Mobile, AL 36606

March 14, 2022

J. Craig Campbell
104 Saint Francis Street
Suite 300
Mobile, AL 36602

Re: Street Vacation

Vacation: Vacate a portion of Virginia Street.

Mr. Campbell,

In response to your letter dated March 11, 2022 relative to the above referenced right to vacate.

Please be advised that Spire Gulf Inc. ("Spire"), has facilities within the area to be vacated. Spire is requesting that a savings clause be included in the Vacation Ordinance that will protect our existing facilities and will grant Spire the right to ingress and egress for the proper maintenance of these facilities.

Sincerely,

Valerie Barrett

Valerie Barrett
Right of Way Representative, Alabama
Spire Alabama Inc.

Cc: Jeff Wilcox

3248 Springhill Ave
Mobile, Al. 36607
251-665-6606 Office
251-295-5334 Cell

comcast

March 11, 2022

J. Craig Campbell
Kerin Hoffmann
Legal Secretary to Craig Campbell
Hand Arendall Harrison Sale
104 Saint Francis Street, Suite 300
Mobile, Al. 36602

J. Craig Campbell:

In response to your letter dated March 11/2022, concerning the vacation of Virginia St. Commencing at the Southwest corner of BCCT Subdivision as recorded in map book 130-page 89 Comcast Cable Communications does not have need of this easement and consents to same.

If I can be of any additional service, please feel free to give me a call at 251-295-5334

Respectfully,

Donnie Little

Donnie Little
Construction Specialist II

Cc: Easements File

AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

March 21, 2022

J. Craig Campbell
Hand Arendall Harrison Sale
104 St Francis St Ste. 300
Mobile, Alabama 36602

Dear Mr. Campbell,

This letter is written in response to your letter of March 11, 2022 wherein a request is made of AT&T for consent to the vacation of right of way, as described in the attached survey of March 10, 2022. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-470-5650 if any additional information is required.

Sincerely,

Brad Sadler

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

Proud Sponsor of the U.S. Olympic Team

March 21,2022

Hand Arendall/
Harrison Sale LLC
Attn.: J. Craig Campbell
104 Saint Francis Street
Suite 300
Mobile, Alabama 36602

Alabama Power

Re: Vacation of a portion of Virginia Street (Alabama State Port Authority)

Dear Mr. Campbell,

Reference is made to your letter of March 11, 2022 (copy enclosed) wherein a request is made of Alabama Power Company for consent to the vacation of a portion of the above referenced area, as more particularly described in such letter and as shown on the attachments to said letter.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Sincerely,

Blake Jarrett

Blake Jarrett
Corporate Real Estate

HAND ARENDALL HARRISON SALE

J. Craig Campbell
ccampbell@handfirm.com
DIRECT 251 694 6239 / FAX 251 544 1688

March 11, 2022

VIA CERTIFIED MAIL and EMAIL

Mr. Donnie Little
Construction Specialist II
Comcast Cable
3248 Springhill Avenue
Mobile, AL 36607
Donnie_Little@comcast.com

Mr. Daryl Russell
Planning & Engineering Manager
Mobile Area Water & Sewer System
P. O. Box 180249
Mobile, AL 36618-0249
drussell@mawss.com

Mr. Brad Sadler
Specialist
AT&T Alabama
2155 Old Shell Road
Mobile, AL 36607
bs6868@att.com
brad.sadler@att.com

Mr. Jeff Wilcox
Ms. Lacey Witherington
Spire Alabama, Inc.
2828 Dauphin Street
Mobile, AL 36606
Jeff.Wilcox@spireenergy.com
Lacey.Witherington@spireenergy.com

Mr. Eric Boykin
Alabama Power Company
P. O. Box 2247
Mobile, AL 36652
elboykin@southerco.com

Re: Street Vacation

Dear Utility Providers:

I represent the Alabama State Port Authority ("ASPA"), which intends to petition the Mobile City Council to vacate a portion of Virginia Street, located near property that ASPA is in the process of purchasing. The portion of Virginia Street ASPA requests be vacated can be described as follows:

> Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-81°-43'-33"-E, along the North right of way line of said Virginia Street, for 312.71 feet to a point on the South line of said BCCT Subdivision and the Point of Beginning of the parcel herein described; Thence S-81°-43'-58"-E, along the North right of way line of said Virginia Street, for 1234.74 feet to a point at the Northeast corner of said Virginia Street right of way; Thence

S-08°-14'-47"-W, along the East line of said Virginia Street right of way, for 50.00 feet to a point at the Southeast corner of said Virginia Street right of way; Thence N-81°-43'-58"-W, along the South right of way line of said Virginia Street, for 1234.76 feet; Thence N-08°-16'-27"-E, leaving the South right of way line of said Virginia Street, for 50.00 feet to the Point of Beginning and containing 61738 square feet or 1.417 acres, more or less.

I have also enclosed a map showing the location of the portion of Virginia Street which ASPA would like to have vacated.

I am writing to you as a utility provider which may have lines or facilities on the street and request your consent to the street vacation.

Pursuant to Section 23-4-2 of the Alabama Code: "Entities with utility lines, equipment, or facilities in place at the time of vacation, shall have the right to continue to maintain, extend and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred." Consequently, the vacation will not affect any existing rights you have concerning lines or facilities on the street.

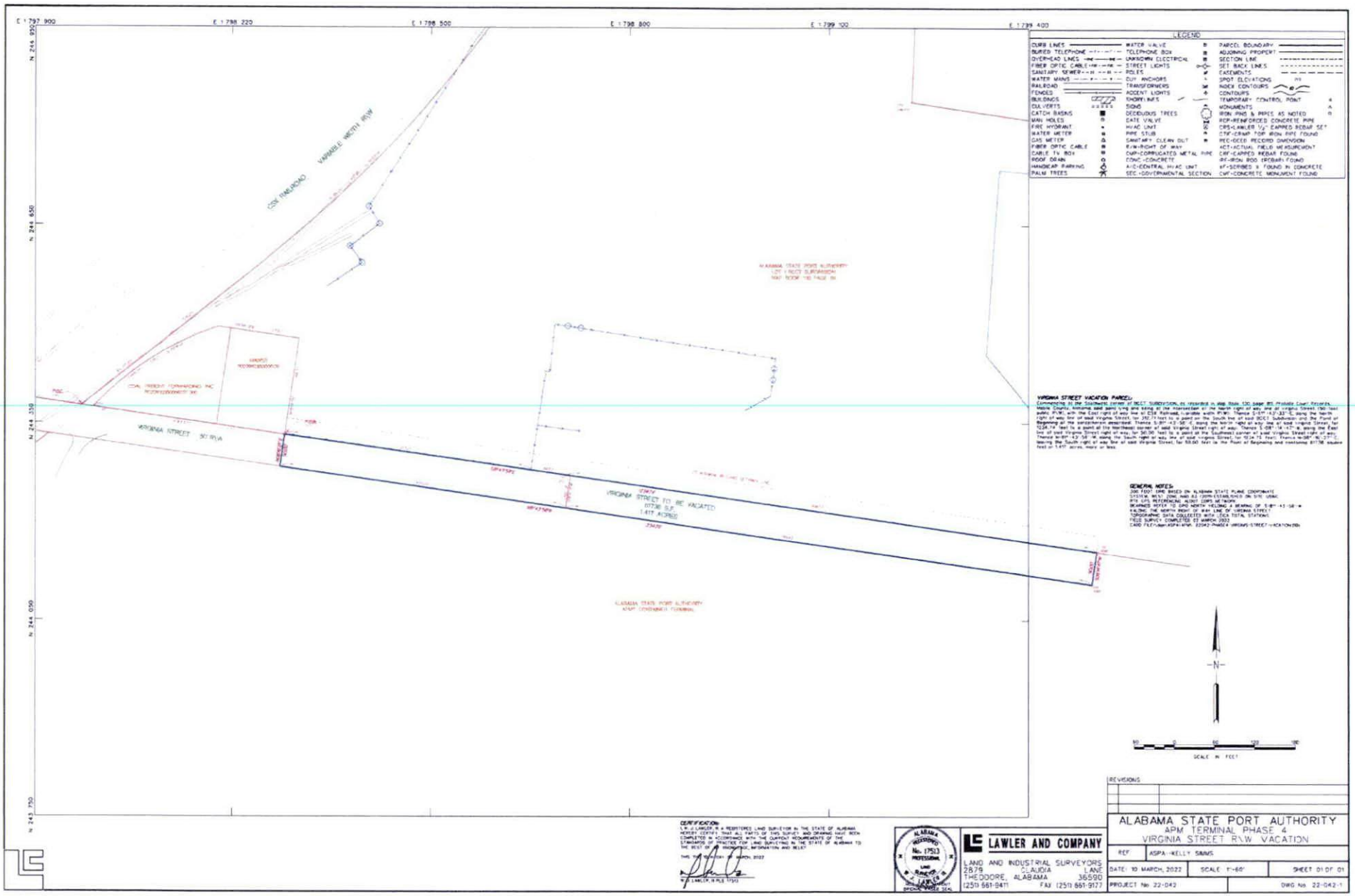
I would appreciate your response at your earliest convenience. Please contact me if you have any questions or if we can discuss this matter further.

Sincerely,

J. Craig Campbell
For the Firm

JCC
Enclosure

(7846376.1).docx


E 1,797,900
E 1,798,220
E 1,798,500
E 1,798,800
E 1,799,100
E 1,799,400
N 244,950
N 244,650
N 244,350
N 244,050
N 243,750
CSX TIMEMOND VARIABLE WIDTH ROW
VIRGINIA STREET 50' R/W
VIRGINIA STREET TO BE VACATED
0.736 SF
1.417 ACRES
LEGEND
CURB LINES
BURIED TELEPHONE
OVERHEAD LINES
FIBER OPTIC CABLE
SANITARY SEWER
WATER MAINS
RAILROAD
FENCES
BUILDINGS
CULVERTS
CATCH BASINS
MAN HOLES
FIRE HYDRANT
WATER METER
GAS METER
FIBER OPTIC CABLE
CABLE TV BOX
ROOF DRAIN
HANDICAP PARKING
PALM TREES
WATER VALVE
TELEPHONE BOX
UNKNOWN ELECTRICAL
STREET LIGHTS
POLES
GUY ANCHORS
TRANSFORMERS
ACCENT LIGHTS
SHORELINES
SIGNS
DECIDUOUS TREES
GATE VALVE
HVAC UNIT
PIPE STUB
SANITARY CLEAN OUT
R/W-RIGHT OF WAY
CMP-CORRUGATED METAL PIPE
CONC.-CONCRETE
A/C-CENTRAL HVAC UNIT
SEC.-GOVERNMENTAL SECTION
PARCEL BOUNDARY
ADJOINING PROPERTY
SECTION LINE
SET BACK LINES
EASEMENTS
SPOT ELEVATIONS
INDEX CONTOURS
CONTOURS
TEMPORARY CONTROL POINT
MONUMENTS
IRON PINS & PIPES AS NOTED
RCP-REINFORCED CONCRETE PIPE
CRS-LAWLER ½" CAPPED REBAR SET
CTW-CRIMP TOP IRON PIPE FOUND
REC-DEED RECORD DIMENSION
ACT-ACTUAL FIELD MEASUREMENT
CRF-CAPPED REBAR FOUND
RF-IRON ROD (PROBAR) FOUND
#F-SCRIBED X FOUND IN CONCRETE
CMF-CONCRETE MONUMENT FOUND
VIRGINIA STREET VACATION PARCEL:
GENERAL NOTES:
SCALE IN FEET
CERTIFICATION:
LAWLER AND COMPANY
LAND AND INDUSTRIAL SURVEYORS
2879 CLAUDIA LANE
THEODORE, ALABAMA 36590
(251) 661-9411 FAX (251) 661-9127
REVISIONS
ALABAMA STATE PORT AUTHORITY
APM TERMINAL PHASE 4
VIRGINIA STREET R\W VACATION
REF: ASPA-KELLY SIMMS
DATE: 10 MARCH, 2022
SCALE: 1"=60'
SHEET 01 OF 01
PROJECT No. 22-042
DWG No. 22-042-1

Gauthier, Lana

From: Morris, Anthony
Sent: Monday, May 23, 2022 12:00 PM
To: Gauthier, Lana
Subject: RE: Vacation Request

Good morning. The vacation does have Alabama code 23-4-2(b) in its request. Engineering does not have an objection with the request for the vacation of a portion of Virginia Street.

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Friday, May 20, 2022 11:17 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request

Good morning,

Attached is a vacation request for a portion of Virginia Street.

Please advise if you have any objections.

Thank you,

Lana Gauthier
Recording Supervisor
City Clerk's Office
City of Mobile
P. O. Box 1827
Mobile, AL 36633
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Tuesday, May 24, 2022 8:38 AM
To: Harris, Richard
Subject: RE: Vacation Request

Good morning Chief Harris,

Thank you for your response.

Lana Gauthier
Recording Supervisor
City Clerk's Office
City of Mobile
P. O. Box 1827
Mobile, AL 36633
(251) 208-7474

From: Harris, Richard <harrisr@cityofmobile.org>
Sent: Tuesday, May 24, 2022 8:36 AM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Subject: Re: Vacation Request

Good morning Mrs. Gauthier,
The MFRD doesn't have any objection to the vacation of this property.

Thanks,
Chief Richard Harris

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Friday, May 20, 2022 11:17 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request

Good morning,

Attached is a vacation request for a portion of Virginia Street.

Please advise if you have any objections.

Thank you,

Lana Gauthier
Recording Supervisor
City Clerk's Office
City of Mobile

P. O. Box 1827
Mobile, AL 36633
(251) 208-7474

Gauthier, Lana

From: White, Jennifer
Sent: Tuesday, May 31, 2022 3:40 PM
To: Gauthier, Lana
Subject: RE: Vacation Request

Traffic Engineering does not have an objection.

Jennifer P. White, PE
Traffic Engineering Director
City of Mobile
(251) 208-2960

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Friday, May 20, 2022 11:17 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request

Good morning,

Attached is a vacation request for a portion of Virginia Street.

Please advise if you have any objections.

Thank you,

Lana Gauthier
Recording Supervisor
City Clerk's Office
City of Mobile
P. O. Box 1827
Mobile, AL 36633
(251) 208-7474

Gauthier, Lana

From: Hoffman, Bert
Sent: Wednesday, May 25, 2022 11:15 AM
To: Gauthier, Lana
Subject: RE: Vacation Request - Virginia St for AL Port Authoriy
Attachments: 2022 05 24 PZ MEMO Virginia St request.pdf

Lana -

Planning and Zoning has no objection. See attached memo with map.

Bert Hoffman

Long Range Planning
BUILDMOBILE
hoffmanb@cityofmobile.org
(251) 208-5895

We need your feedback. Please fill out our new online survey HERE!

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Friday, May 20, 2022 11:17 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request

Good morning,

Attached is a vacation request for a portion of Virginia Street.

Please advise if you have any objections.

Thank you,

Lana Gauthier
Recording Supervisor
City Clerk's Office
City of Mobile
P. O. Box 1827
Mobile, AL 36633
(251) 208-7474

Gauthier, Lana

From: Stout, Carleen
Sent: Wednesday, May 25, 2022 3:03 PM
To: Boatwright, Cassie; Kessler, Florence; Benedict, Jaclyn
Cc: Barfield, Rebecca; Kern, Chris; Gauthier, Lana
Subject: RE: street vacation ordinance redline
Attachments: virginia st_port authority_packet.pdf; 2495_001.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Flo –
Cassie –
The Clerk's office has disseminated another vacation request on behalf of the Alabama State Port Authority. Also, attached is the breakdown the real estate department has prepared to reflect the difference in dollar amounts from "assessed" vs "fair market". In this situation, the price is close to double.

Otherwise, there is no objection we see from real estate. Thanks, Carleen

---

From: Boatwright, Cassie <boatwright@cityofmobile.org>
Sent: Wednesday, May 18, 2022 1:13 PM
To: Kessler, Florence <fkessler@cityofmobile.org>; Benedict, Jaclyn <benedict@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>
Cc: Barfield, Rebecca <barfield@cityofmobile.org>
Subject: FW: street vacation ordinance redline

Good afternoon,

We will review together and get back with you. Thanks.

From: Kessler, Florence <fkessler@cityofmobile.org>
Sent: Wednesday, May 18, 2022 12:40 PM
To: Benedict, Jaclyn <benedict@cityofmobile.org>; Boatwright, Cassie <boatwright@cityofmobile.org>
Cc: Barfield, Rebecca <barfield@cityofmobile.org>
Subject: Fw: street vacation ordinance redline

Hello;

Please review the attached amendment to the vacation ordinance. It corrects the problem we had about using the Revenue Commissioner's "assessed" FMVs to calculate the vacation fee.

The new version is, "fair market appraised unimproved land value, as determined by the county revenue commissioner..." Should that be "fair market value for unimproved land, as appraised by the county revenue commissioner..."? Let me know what you think.

Thanks,
Flo

From: Chris Arledge <Chris.Arledge@atchisonlaw.com>
Sent: Wednesday, May 18, 2022 10:53 AM
To: Kessler, Florence <fkessler@cityofmobile.org>
Subject: street vacation ordinance redline

CAUTION: External Email

Joel is ok with the attached. I am going to introduce it unless you have any further tweaks?

Christopher A. Arledge
The Atchison Firm, P.C.
3030 Knollwood Drive
Mobile, Alabama 36693
Tel. (251) 665-7200
Fax (251) 665-7250

NOTICE TO RECIPIENT / READER:
The material in this message is intended solely for the individual(s) named above. The contents and any attachments are considered to be privileged and confidential communication that is exempt from disclosure unless otherwise noted. No waiver of any privilege is to be implied or applied if this material was sent to an incorrect destination. Dissemination and reading anything more than this notice is strictly prohibited unless you are the individual(s) to whom it is addressed. If you are not the individual(s) to whom this is addressed, you are to read only this notice and call the sender immediately at 251-665-7200 or reply by e-mail and delete the entire message. No one who is not presently a client of The Atchison Firm, P.C., may rely on any legal advice in this message or in any attachment.

To comply with recently enacted Treasury Regulations, we must inform you that any tax advice contained in this correspondence is not intended or written by the writer to be used, and cannot be used by you or anyone else, for the purpose of avoiding penalties imposed by federal tax law.

VACATION REQUEST VIRGINIA ST.
PETITIONER: AL PORT AUTHORITY

NOTE: Petitioner uses Assessed Value (uses acreage SF but total Assessed Value for Key 953711)

Adjoining Properties	Mobile Co. Revenue Tax Assessor Assessed Value 2022	Sq. Ft.	FMV / SF
Lot 1, Key No. 953711	$ 857,180.00	247,022	$ 3.47
Lot 2, Key No. 953702	$ 42,300.00	81,893	$ 0.52
Lot 3, Key No. 1815753	$ 44,440.00	84,506	$ 0.53
SF AVG.			**$ 1.50**

SF AVERAGE	SF TO BE VACATED	COST FOR VACATED LAND
1.5	24,863	$ 37,294.50

Adjoining Properties	Mobile Co. Revenue Tax Assessor Taxable Value 2022	Sq. Ft.	TAXABLE VALUE / SF
Lot 1, Key No. 953711	$ 638,000.00	247,022	$ 2.58
Lot 2, Key No. 953702	$ 211,500.00	81,893	$ 2.58
Lot 3, Key No. 1815753	$ 218,300.00	84,506	$ 2.58
SF AVG.			**$ 2.58**

SF AVERAGE	SF TO BE VACATED	COST FOR VACATED LAND
2.58	24,863	$ 64,146.54

Spoke to Grady, Co. Rev. Industrial appraiser who stated the vacated portion is worth $64,200 (rounded up).
Phone # 251-574-8373

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 1:51 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 1:52 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Carson	Cover Memo	7/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 12:10 PM

CITY CLERK DEPARTMENT

2022 JUL -7 PM 3:22

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Delano Carson Date: 7/7/22

Address: 2561 Raspberry Ln 36695

Phone: 251.288.7178 Email lavacots@gmail.com

Date to Address City Council: July 19, 2022

Subject (must be completed): Youth Empowerment. He is doing a school giveaway and would like to give more information on it and ask if anyone would like to contribute anything. Held on 7/16 at Memorial Park.

Specific Questions:

Signature: Taken by phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Mitchell	Cover Memo	7/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 12:12 PM

CITY CLERK DEPARTMENT

2022 JUL 13 PM 2:49

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Thomas Mitchell Date: 7-13-22

Address: 109 S. Monterey St.

Phone: 251-709-6348 Email Cybinisme@icloud.com

Date to Address City Council: 7-19-22

Subject (must be completed): Wants to share concerns about gun violence, [redacted] public safety, [redacted] sidewalks needing to be replaced and road conditions in the area.

Specific Questions:

Signature: by phone AT

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	7/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 2:01 PM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, July 14, 2022 1:58 PM
To: Gauthier, Lana
Subject: 7/19 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Greetings! I hope this email finds you well. This is a formal request to be added to the upcoming Agenda. I will be presenting on the following:

* Continue conversation regarding investigation request (pertaining to: Mobile Municipal Code; Zoghby Act; Public Safety; and use of Taxpayer Resources).

Thank you for taking time and imparting some wisdom to one of our "Success 4 the Future" Program Participants before the previous Regular Meeting. We each were very appreciative of such a gesture.

Have a great remainder of the day and weekend ahead. See you all, on Tuesday!

Kindest Regards,

Reggie

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

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 2:30 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 2:31 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson
C.J. Small, Council District 3

Purpose and Scope of Project:

Re-allocate required match of $45,000.00 from Capital Project (C0298), CIP Dauphin Island Pk Sidewalks-TAP 20002000.48040 Advertising Fees, to Grant Fund (G-TAPDIPOM) Transportation Alternative Project TAPAA-TA17(938) Sidewalks on Dauphin Island Parkway from I-10 Interchange to Old Military Road

Funding Source

Project # Transportation Alternative Project TAPAA-TA17(938) Sidewalks on Dauphin Island Parkway from I-10 Int	**Discretionary Funds**
Project String 50015001.93030	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE** $45,000.00	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	6/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	Bergin, Marybeth	Approved	6/30/2022 - 10:17 AM
Capital	Rhodes, Brenda	Approved	6/30/2022 - 11:30 AM
Accounting	Daniels, Bettye	Approved	6/30/2022 - 12:04 PM
			6/30/2022 -

Legal	Kern, Chris	Approved	12:10 PM
Legal	Kern, Chris	Approved	6/30/2022 - 12:11 PM
Mayors Office	Montgomery, Brandi	Approved	6/30/2022 - 2:33 PM

R E S O L U T I O N

Sponsored by: William S. Stimpson, Mayor
C.J. Small, Council District 1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $45,000.00 be reallocated from Capital Project (C0298) CIP Dauphin Island Pk Sidewalks-TAP 20002000.48040 Advertising Fees, to Grant Fund (G-TAPDIPOM) Transportation Alternative Project TAPAA-TA17(938) Sidewalks on Dauphin Island Parkway from I-10 Interchange to Old Military Road, 50015001.93030.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson
C.J. Small, Council District 3

Purpose and Scope of Project:

Funding agreement between the Alabama Department of Transportation and the City of Mobile for state TAP funds for the construction of sidewalks on Dauphin Island Pkwy between I-10 Interchange and Old Military Road

Amount of Contract:

$173,161.89

Funding Source

Project # DIP Sidewalks I-10 to Military (G-TAPDIPOM) **Discretionary Funds**

Project String 50005000.48010 **Contract Number:**

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

Grant Funds $173,161.89 **Matching Funds** $34,632.38

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	6/30/2022
Funding Agreement	Backup Material	6/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	Bergin, Marybeth	Approved	6/30/2022 - 10:25 AM
Accounting	Daniels, Bettye	Approved	6/30/2022 - 12:05 PM
Legal	Kern, Chris	Approved	6/30/2022 -

			12:32 PM
Legal	Kern, Chris	Approved	6/30/2022 - 12:33 PM
Mayors Office	Montgomery, Brandi	Approved	6/30/2022 - 2:32 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson
C.J. Small, Council District 3

WHEREAS, the City Council previously approved Resolution No. 31-491 on August 8, 2017, to enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to the Transportation Alternative Project No. TAPAA-TA17(938) for Sidewalks Connecting Mobile's Coastal Peninsula Phase II Dauphin Island Parkway from I-10 Interchange to Old Military Road (Project); and,

WHEREAS, the Project was not authorized for construction within the time constraints of the agreement and extension requests were not granted prior to the agreement expiration; and.

WHEREAS, it is now necessary to execute a new agreement with the State of Alabama relating to the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOBILE, ALABAMA as follows:

That Resolution No. 31-491 is hereby rescinded and superseded; and

That the City enter into a new agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Sidewalks on Dauphin Island Pkwy between I-10 Interchange and Old Military Rd
Project # TAPAA-TA17(938); CMPS Ref # 100067315

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____day of _____, 20____ , and that such resolution is on file in the City Clerk's Office.

ATTESTED:

_____ _____

City Clerk Mayor

_____day of _____, 20_____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this_____day of _____, 20_____ .

_____

City Clerk

(AFFIX SEAL)

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Smalls and Mayor Stimpson

Purpose and Scope of Project:

To design and provide observation construction of improvements to the existing football stadium and site improvements at Trimmier Park

Amount of Contract:

$158,092.75

Funding Source

Project # Trimmier Park Football Stadium & Field Improvements PR-038-21	**Discretionary Funds**
Project String C0537 CIP Parks-Trimmier Park Stadium Impro (20002000-42200)	**Contract Number:**3887
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-038-21 Trimmier Park Football Stadium & Field Improvements	Cover Memo	6/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	7/7/2022 - 11:50 AM
Capital	Rhodes, Brenda	Approved	7/7/2022 - 12:44 PM
Legal	Kern, Chris	Approved	7/7/2022 - 12:54 PM

Mayors Office	Montgomery, Brandi	Approved	7/7/2022 - 2:55 PM

RESOLUTION

2022

Sponsored by:
Mayor William S. Stimpson and Councilmember C.J. Smalls

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:	KIMLEY-HORN AND ASSOCIATES, INC.
Project Name:	TRIMMIER PARK – FOOTBALL STADIUM AND FIELD IMPROVEMENTS
Project Number:	PR-038-21
Amount:	$158,092.75

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

(2 COPIES REQUIRED)

PROJECT NAME: C0537 -- CIP PARKS - TRIMMIER PK STADIUM IMPRO

CAPITAL PROJECT #: C0537 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-038-21

CONTRACT AMOUNT: $158,092.75

PROJECT DESCRIPTION: FOR THE DESIGN AND OBSERVATION CONSTRUCTON OF IMPROVEMENTS TO THE EXISTING FOOTBALL STADIUM AND SITE IMPROVE-MENTS AT TRIMMIER PARK (3600 ALBA CLUB ROAD).

VENDOR NAME: KIMLEY-HORN AND ASSOCIATES, INC.

VENDOR NUMBER: 295376

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:** 6/30/2022

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Architect:
(Name, legal status, address and other information)

Kimley-Horn and Associates, Inc.
11 North Water Street, Suite 9290
Mobile, Alabama 36602
(The parties note that the term "Architect" is used for convenience and is not descriptive of the services provided hereunder by Kimley-Horn and Associates)
City of Mobile Business License No.: 108248
Secretary of State Registration No.: 853-991

for the following Project:
(Name, location and detailed description)

Trimmier Park – Football Stadium and Field Improvements
3600 Alba Club Road
Mobile, Alabama 36605
PR-038-21
For the design and observation construction of improvements to the existing football stadium and site 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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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 Trimmier Park – Football Stadium and Field Improvements 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 May 6, 2022, respectively.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

For improvement designs to Trimmier 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 Trimmier Park is One Million, Five Hundred Forty Thousand and 00/100 Dollars ($1,540,000.00).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

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 two hundred forty (240) 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:

N/A

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.2

(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.)

Brock A. Jones, PE, Project Manager
Kimley-Horn and Associates
11 North Water Street, Suite 9290
Mobile, Alabama 06602
Email: brock.jones@kimley-horn.com
(850) 748-3276

§ 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:

Watermark Design Group, LLC
2970 Cottage Hill Road #200
Mobile, Alabama 36606
(251) 344-5515

.2 Electrical Engineer:

Dell Consulting LLC
813 Downtowner Blvd
Mobile, Alabama 36609
(251) 316-0015

.3 Surveyor:

McCroy and Williams
3207 International Drive
Mobile, Alabama 36606
(251) 476-4720

(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.

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(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

(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.

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4. **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.

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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.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	Landscape 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 are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the

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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 from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the

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Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 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.

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§ 8.1.7 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 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

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§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's 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.

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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)

Trimmier Park:

A. Basic Services Stipulated Sum:	$138,500.00
B. Permitting - ADEM, NDPES Reimbursable Expenses:	$ 6,000.00
C. Permitting ADEM Fee Reimbursable Expenses:	$ 1,592.75
D. Limited Construction Phase Reimbursable Expenses:	$ 12,000.00
E. Total Contract Amount: (not to exceed)	$158,092.75

.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	twelve and a half	percent (	16.5 %)
Design Development Phase	fifteen	percent (	12 %)
Construction Documents Phase	fifty	percent (	61 %)
Procurement Phase	two and a half	percent (	2.5 %)
Construction Phase	twenty	percent (	8 %)
Total Basic Compensation	one hundred	percent (	100 %)

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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
(Paragraphs deleted)
.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

(Paragraphs deleted)
§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1
§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 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:

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(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- a. Proposal for Architectural Services, Exhibit A
- b. 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

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limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 15 IMMIGRATION LAW

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

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

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	Legal Name of Party to Contract-Consultant Kimley-Horn and Associates, Inc.
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
William S. Stimpson, Mayor *(Printed name and title)*	Sarah Shearouse, Regional Contracts Lead *(Printed name, title, and license number, if required)*

ATTEST:

City Clerk

STATE OF Georgia
COUNTY OF Fulton

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Sara Shearouse as Reg. Contract Lead of Kimley-Horn and Associates, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.
Sworn to and subscribed for me this 23rd day of June, 2022.

Melody R. Wardle
NOTARY PUBLIC
My Commission Expires: 09/05/2022

MELODY R. WARDLE NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 5, 2023

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Kimley»Horn

May 18, 2022

Ms. Shannon McIntyre, Project Manager
City of Mobile
Architectural and Engineering Department
205 Government Street
Mobile, AL 36602

Re: Professional Services Proposal for Trimmier Park Improvements

Dear Ms. McIntyre:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to City of Mobile (the "Client") for providing architectural and engineering services for Trimmier Park located in Mobile, AL.

PROJECT UNDERSTANDING

The following is our understanding of the project scope:

- The scope of design improvements is based upon prior meetings with City of Mobile staff to determine site programming requirements and includes the following:
  - Grading and drainage improvements to the football field and the Northwest baseball field
  - Irrigation design for the football field
  - Architectural improvements to the existing football stadium
  - Replacement of existing football field lighting
  - Vehicular and pedestrian circulation improvements
  - Improvements to the existing trail network
- The Construction Documents will be prepared with the understanding that the Project construction will be funded by the City of Mobile. If future funding from State or Federal agencies is acquired and additional Project design modifications and permitting processes are required, these will be considered Additional Services and a mutually agreeable contract amendment will be approved by the Client before proceeding.
- Kimley-Horn will engage McCroy and Williams, a qualified land surveyor licensed in the State of Alabama, to provide site boundary, topographic, utility, and tree survey for the project.
- Kimley-Horn will engage Watermark Design Group LLC to provide architectural design services and construction documentation for the proposed renovations to the football stadium facilities.
- Kimley-Horn will engage Dell Consulting LLC to provide Electrical design services and construction documentation for the proposed renovations to the football stadium facilities.
- The site is not located in the 100-yr FEMA regulated floodplain.
- The site is greater than one acre in size and will require a National Pollutant Discharge Elimination System (NPDES) permit and CBMPP. Any other storm water or water quality permitting will be Additional Services.
- Kimley-Horn assumes the site does not include any historic structures and will not require approval by the Historic Preservation Commission for demolition or construction work to be completed.
- Kimley-Horn assumes the Client will provide all available information such as geotechnical reports, environmental reports, and other relevant information to be used in preparing the construction documents.

SCOPE OF SERVICES

Kimley-Horn will provide the following services based upon preliminary discussions with the Client.

TASK 1 – SCHEMATIC DESIGN (SD)

The following professional services will be provided to develop Schematic Design (SD) level documents, based upon the anticipated site programming as defined in the Project Understanding above. This task consists of:

- Kimley-Horn will prepare a base map of the park utilizing aerial imagery, GIS parcel and utility data, and LIDAR topography. Base map will be used during the production of schematic design drawings.
- Kimley-Horn will produce a Schematic Design Package composed of a series of hand-drawn exhibits to illustrate the proposed improvements to Trimmier Park. An overall site plan and site plan enlargements will be included within the SD Package.
- Kimley-Horn and its subconsultants will provide an Opinion of Probable Construction Costs (OPC) for each site programming element as identified in the Project Understanding above. These OPCs will be included within the SD Package for evaluation by the Client to determine if the project scope or design needs to be adjusted before proceeding to the Construction Documents task.
- Kimley-Horn will meet with the Client and Project Team to review the Schematic Design drawings and Opinion of Probable Construction Costs.

DELIVERABLES

- Kimley-Horn will provide the Client with an 11"x17" Schematic Design Package in a PDF format.

TASK 2 – BOUNDARY & TOPOGRAPHIC SURVEY

Kimley-Horn will engage McCroy and Williams Inc to provide a topographic survey of the project limits to be used in the Construction Documents phase of the Project. The survey will consist of the following:

- Location and description of horizontal and vertical control points.
- Contours at 1-foot intervals
- Spot elevations to be taken on a minimum 25'x 25' grid spacing and at all grade breaks. Spot grades will not be shown on the face of the plat, but data will be provided in the electronic CAD file. The raw point data will also be provided.
- Open gutter, culverts, swales, and ditches located with width and depth.
- Location, elevation, and type of:
  - Adjacent street/road, with centerline
  - Curbs
  - Gutter with storm water inlets
  - Paving, including turn-outs and intersection elevations between pavements and street at turn-outs, if any
  - Buildings, slabs and/or paving and other improvements. Major building corners, particularly at entryways will be included. Finish floor elevation and/or threshold elevations of all buildings at all entryways inside of the project area.
  - Individual trees 6 inches diameter and greater measured at breast height. Common name of trees will be shown.
  - Designated parking stripes and traffic striping
  - Edge of existing landscape
  - Signage
- Any other pertinent, visible, physical improvements lying within the survey limits

Kimley»Horn

TASK 3 – CONSTRUCTION DOCUMENTS (CD)

After Client approval of the Schematic Design documents, Kimley-Horn will prepare the Construction Documents plans, specifications, and an opinion of probable construction costs for the work described in the Project Understanding above.

Kimley-Horn will prepare construction drawings to be submitted to the Client for review and approval at the 50%, 90%, and 100% complete submittal phases. One round of comments from the Client will be addressed for each 50%, 90%, and 100% submittal phase. This set of documents will consist of:

- Cover Sheet and Index - This sheet will contain all relevant project/contact information, as well as general notes and legends.
- Demolition Plan – This plan will identify existing features that are to be demolished and removed or relocated off the project site. No environmental remediation or abatement assessments and considerations shall be provided as part of this scope of services.
- Site Plan - This plan will define proposed improvements including sidewalks, curb and gutter, crosswalks, parking bump-outs, ADA ramps, seating areas, and transition zones to allow proposed improvements to connect to existing park amenities.
- Grading & Drainage Plan - Spot elevations in critical areas, proposed contour lines and limits of disturbance will be shown within the proposed grading plan. Storm drainage pipes shall be sized and specified in accordance with City requirements, and connections to the existing public stormwater system shall be designed. If needed, a detention system will be designed to meet City of Mobile stormwater requirements. No additional public stormwater design or extension beyond the project limits is included in the basic services.
- Erosion Control Plan - Per state and city requirements, Kimley-Horn will develop erosion prevention and sediment control plans. The location and identification of specific erosion prevention and sediment control measures, or Best Management Practices (BMPs) will be delineated within the plans and will include proposed grading and drainage improvements. These measures will be in accordance with State and City requirements. The design guidelines are provided for the Contractor's guidance. Additional measures may be required during various phases of construction.
- Utility Plan – This plan will include plan and profiles of the proposed utility and stormwater improvements as well as standard details.
- Construction Details - This plan will provide details on proposed hardscapes with material callouts, specifications, identification of manufacturer, and local sourcing contacts. Construction details at various scales will be shown to assist in the Client's bidding and construction of the hardscape elements shown.
- Irrigation Plans & Details – These plans indicate the location of sleeves, mainline, lateral lines, heads/rotors, valves, nozzle specifications, quick-coupler locations, and controller equipment. Kimley-Horn will determine the water meter, controller, and backflow preventer location(s).
- Electrical Engineering Design – Kimley-Horn's subconsultant, Dell Consulting LLC, will prepare drawings, specifications, and contract documents for the furnishing of labor, materials, and equipment necessary for the construction of the electrical systems for the Project scope area.
- Architectural & MEP Design - Kimley-Horn's subconsultant, Watermark Design Group LLC, will prepare construction documents in accordance with building codes and zoning ordinances. The architect will coordinate with engineers for mechanical and electrical systems as needed and will develop drawings and specifications as the architect determines is necessary to construct the project.

DELIVERABLES

- Kimley-Horn will provide the Client with a 24"x36" Construction Document package in a PDF format.
- Technical Specifications will be provided to the Client in 8.5"x11" PDF format

TASK 4 – BIDDING PROCESS

Kimley-Horn will assist the Client with obtaining bids for the construction of the improvements. We will assist the Client with identifying potential contractors to bid on the improvements, will contact those potential bidders, and set up a process to solicit bids in accordance with the requirements specified by the Client. The bidding process shall follow public procurement and public bidding processes. Upon receipt of the bids, Kimley-Horn will review the bids & prepare an analysis and recommendation for award of the bids to the lowest and best bidder. Kimley-Horn and it's subconsultants will assist the Client with preparing a construction contract for the improvements identified in the construction plans.

TASK 5 – PERMITTING

- Kimley-Horn will provide the following permitting services specifically set forth below:
- Prepare land disturbance permit checklist and permit certification
- Prepare the Notice of Intent (NOI) and the Construction Best Management Practices Plan for the NPDES permit from the Alabama Department of Environmental Management (ADEM). The Erosion Control Plans will be incorporated into the submittal to ADEM for the NPDES permit. Kimley-Horn will coordinate with ADEM to address revisions during the review process in order to receive Notice of Coverage (NOC) for the project.

If additional permits beyond those stated above are required, Kimley-Horn will prepare and submit the additional documentation as an Additional Service.

TASK 6 – NPDES PERMIT

This agreement assumes the Client will pay all required submittal, application, and permit fees. The Client shall sign or obtain signatures on all permit forms, as requested by Kimley-Horn, in a timely manner. Direct reimbursable expenses such as express delivery services, permit fees, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client. Actual fees may be less or more than the estimates.

TASK 7 – LIMITED CONSTRUCTION PHASE SERVICES

For this task, Kimley-Horn will provide limited professional construction phase services for the project, as requested by the Client. For this task, Kimley-Horn anticipates the scope to consist of the following:

- *Pre-Construction Conference* - Attend one (1) Pre-Construction Conference prior to commencement of Work at the Site.
- *Clarifications and Interpretations* - Issue clarifications and interpretations of the Contract Documents prepared by Kimley-Horn to the Client as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by the Client.
- *Shop Drawings and Samples* - Review and approve or take other appropriate action with respect to Shop Drawings and Samples and other data, which Contractor is required to submit related to Kimley-Horn design, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- *Change Orders* - Review and make recommendations related to Change Orders submitted or proposed by the Contractor.

- *Bi-weekly site visits* – Kimley-Horn will conduct construction meetings every two weeks at the Trimmier Park during construction activities. It is assumed that a total of 12 meetings will take place over the construction period. If additional meetings beyond those stated are required, Kimley-Horn will prepare and submit the additional documentation as an Additional Service.
- QCI – Kimley-Horn will conduct site visits during construction activities to inspect Erosion control, Sediment Control, And Stormwater BMPs. It is assumed that a total of 8 site visits will take place over the construction period.
- *Final Inspection and Punch List* - Upon substantial completion, conduct one (1) observation review of the site and develop a punch list report to identify those items that need to be addressed in order to achieve completion and design intent of the plans prepared by Kimley-Horn. This task could include one (1) punch list observation review, observation report preparation, and one (1) follow-up observation review for compliance.
- *Record Drawings or "As-Built Plans"* – Kimley-Horn will coordinate with the contractor to provide the Client with the final documents and Record Drawings.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope by Client request, will be considered additional services and will be performed at our then current hourly rates.

SERVICES NOT INCLUDED

The following list of activities not included is provided for clarity as well as anything not described in the scope of work. Most can be provided upon request as additional services.

- Community Engagement meetings
- Perspective Renderings
- Grant Applications
- Environmental permitting
- Geotechnical services
- Easement acquisition and exhibits
- Bond or Surety coordination
- Rezoning or Entitlement documents
- Geotechnical Engineering
- Traffic Analysis

Information Provided By Client

Kimley-Horn will rely upon the accuracy and completeness of all documents, reports, plans and specifications provided by the Client, the Client's consultants or by others for whom Kimley-Horn is not legally responsible. The Client acknowledges that verifying the accuracy and completeness of such items is not part of the Kimley-Horn's Scope of Services.

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Client shall: Allow access to the sites and provide historical operating and maintenance information.

Kimley»Horn

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the agreed upon schedules identified for each respective evaluation.

Fee and Expenses

Kimley-Horn will complete the above scope of services on a lump sum (not to exceed) fee basis for each respective task. All permitting, application, and similar project fees will be paid directly by the Client.

Base Scope of Services		**Fee**	**Fee Type**
Task 1 – Schematic Design	$	24,750.00	Lump Sum
Task 2 – Boundary and Topographic Survey	$	18,000.00	Lump Sum
Task 3 – Construction Documents	$	91,750.00	Lump Sum
Task 4 – Bidding Process	$	4,000.00	Lump Sum
Total	**$**	**138,500.00**	
Reimbursable Services		**Fee**	**Fee Type**
Task 5 – Permitting	$	6,000.00	Lump Sum
Task 6 – NPDES Permit	$	1,592.75	Lump Sum
Task 7 – Limited Construction Phase Services	$	12,000.00	Lump Sum
Total	$	**19,592.75**	

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

Lump Sum fees will be invoiced monthly based upon the overall percentage of services performed. Hourly labor fees and reimbursable expenses will be invoiced monthly based upon fees and expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Brock A. Jones, P.E.
Project Manager

Kimley»Horn

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	*Rate*
Analyst	$120 - $155
Professional	$155 - $200
Senior Professional I	$195 - $280
Senior Professional II	$265 - $305
Senior Technical Support	$120 - $180
Support Staff	$95 - $115
Technical Support	$105 - $125

Effective through the duration of the attached contract

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via 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	Kimley-Horn and Associates, Inc.
Address	11 N. Water Street, Suite 9290 Mobile, AL 36602
Telephone	850-748-3276
E-Mail	brock.jones@kimley-horn.com

RFP/RFQ Solicitation Number	PR-004-22
Project Description	Trimmier Park Improvements
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 3,444 Female 2,078 Minority 1,277 Non-minority 4,245 SDVO 117 Total #of Employees 5,422

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brock A. Jones

Signature: Brock A Jones Date: 5/5/2022

Title: Project Manager

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: Brock Jones Title: Project Manager

Email: brock.jones@kimley-horn.com Phone: 850-748-3276

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company Kimley-Horn Your Bid/Proposal Amount $ 160,000.00 Date: 5/5/2022

05 / 05 / 2022 Description Professional Services for Trimmier Park Improvements

Name of Bidder/Proposer: Kimley-Horn

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
McCroy and Williams	251-476-4720	Survey and Permitting	$24,000.00	15%	Yes	
Dell Consulting	251-316-0015	Electrical Engineering	$10,507.00	7%	No	
Watermark Design	251-344-5515	Architecture	$41,000.00	26%	No	

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

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

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

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

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

Section 2(B)

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

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

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

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

_____

_____

Alabama Secretary of State

Kimley-Horn and Associates, Inc.	
Entity ID Number	000 - 853 - 991
Entity Type	Foreign Corporation
Principal Address	421 FAYETTEVILLE STREET STE 600 RALEIGH, NC 27601
Principal Mailing Address	421 FAYETTEVILLE STREET STE 600 RALEIGH, NC 27601
Status	Exists
Place of Formation	North Carolina
Formation Date	02/10/1967
Qualify Date	09/17/1974
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	
Capital Paid In	

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue.
If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021

Transactions

Transaction Date	06/14/1977
Registered Agent Changed From	THE CORPORATION COMPANY 200 S LAWRENCE ST MONTGOMERY, AL
Transaction Date	12/17/1981
Principal Office Changed From	1323 BUCK JONES ROAD RALEIGH, NC
Transaction Date	08/08/1983
Registered Agent Changed From	THE CORPORATION COMPANY ONE COURT SQUARE MONTGOMERY, AL
Transaction Date	03/08/2010

Kimley-Horn and Associates, Inc.	
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Transaction Date	09/17/2012
Principal Mailing Address Changed From	901 JONES FRANKLIN ROAD RALEIGH, NC 27606
Transaction Date	09/17/2012
Principal Office Changed From	901 JONES FRANKLIN ROAD RALEIGH, NC 27606
Transaction Date	11/06/2017
Principal Mailing Address Changed From	PO BOX 33068 RALEIGH, NC 27636
Transaction Date	11/06/2017
Principal Office Changed From	3001 WESTON PARKWAY CARY, NC 27513

Scanned Documents		
Purchase Document Copies		
Document Date / Type / Pages	06/14/1977	Registered Agent Change 1 pg.
Document Date / Type / Pages	08/08/1983	Registered Agent Change 1 pg.
Document Date / Type / Pages	03/08/2010	Registered Agent Change 1 pg.
Document Date / Type / Pages	09/17/2012	Articles of Amendment 2 pgs.
Document Date / Type / Pages	11/06/2017	Articles of Amendment 2 pgs.

New Search

E-Verify

Company ID Number: 21804
Client Company ID Number: 412062

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 Kimley-Horn and Associates, Inc

Barry Barber	Senior Vice President
Name (Please Type or Print)	Title
Barry Barber	5/2/11
Signature	Date

E-Verify Employer Agent Absolute Sterling Infosystems Company

Bruce King	
Name (Please Type or Print)	Title
Electronically Signed	04/29/2011
Signature	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:

E-Verify

Company ID Number: 21804
Client Company ID Number: 412062

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 Kimley-Horn and Associates, Inc

Name (Please Type or Print)	Title
Signature	Date

E-Verify Employer Agent Abso - Sterling Infosystems Company

Bruce King Name (Please Type or Print)	Title
Electronically Signed Signature	04/29/2011 Date

Department of Homeland Security – Verification Division

USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	05/02/2011 Date

Information Required
For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

Client#: 25320 KIMLHORN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jerry Noyola	
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770-220-7699	FAX (A/C, No):
	E-MAIL ADDRESS: jerry.noyola@greyling.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Union Fire Ins. Co.	19445
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER B : Allied World Assurance Company (U.S.)	19489
	INSURER C : New Hampshire Ins. Co.	23841
	INSURER D : Lloyds of London	085202
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 22-23** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X Contractual Liab						MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			03127930	04/01/2022	04/01/2023	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC015893685 (AOS)	04/01/2022	04/01/2023	X PER STATUTE / OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC015893686 (CA)	04/01/2022	04/01/2023	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab			B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim $2,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Trimmier Park Football Stadium and Field Improvements (PR-038-21); Brock Jones. The City of Mobile is named as an Additional Insured withrespects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© Insurance Services Office, Inc., 2018

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve item-based bid award for electrical utility boxes & lids.

General fund.

Amount of Contract:

N/A to be purchased at unit prices indicated

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

ATTACHMENTS:

Description	Type	Upload Date
20220707 Quazite Agenda Package Bids	Cover Memo	7/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/7/2022 - 2:55 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5697	Electrical Utility Boxes & Lids	9	Various, see bid tab	Six months, renewable for four additional six-month periods.	(276540) Consolidated Electrical Distributors; (75199) Graybar Electric Co Inc.

Adopted:

_____

City Clerk

BID TABULATION FOR BID #5697

ELECTRICAL ITEMS

VENDORS		CONSOLIDATED ELECTRICAL DISTRIBUTORS	CITY ELECTRIC	CHANCELLOR	UTILICOM SUPPLY ASSOCIATES LLC	GRAYBAR
Line	Items	ALL ITEMS QUAZITE	ALL ITEMS QUAZITE	ALL ITEMS QUAZITE	ALL ITEMS QUAZITE	OLDCASTLE BRAND WAS ACCEPTED BY DEPT AS EQUAL
	UTILITY BOXES AND LIDS					
1	13X24X12	$ 514.33	$ 523.39	$ 694.00	$ 1,320.00	$ 517.00
2	12X12X12	$ 278.87	$ 287.25	$ 345.00	$ 730.00	$ 332.00
3	11X18X12	$ 406.52	$ 419.11	$ 503.00	$ 1,036.00	$ 419.00
4	13X24X18	$ 560.62	$ 577.54	$ 694.00	$ 1,410.00	$ 546.00
5	24X36X24	$ 1,292.80	$ 1,318.95	$ 1,583.00	$ 3,387.00	$ 1,296.00
6	24X36X30	$ 1,558.95	$ 1,590.42	$ 1,910.00	$ 3,912.00	$ 1,407.00
7	24X36X36	$ 1,691.14	$ 1,724.95	$ 2,070.00	$ 4,246.00	$ 1,579.00
8	30X48X24	$ 1,978.36	$ 2,017.91	$ 2,425.00	$ 5,038.00	$ 1,926.00
9	30X48X36	$ 2,328.87	$ 2,375.43	$ 2,855.00	$ 5,844.00	$ 2,014.00

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

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: sd Buyer: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
6/16/2022	5697	ELECTRICAL ITEMS	As Per Purchase Order

This bid must be received and stamped by the Purchasing office not later than: 12:00 P.M. Friday, July 1, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
APPX 1 – 100	**UTILITY BOXES AND LIDS** Quazite Box or Equal must meet the following specifications: Junction box and lid shall be non-metallic and made from polymer concrete and fiber-reinforced polymer with a grey concrete color finish. The box sizes are as follows: 13x24x12, 12x12x12, 11x18x12, 13x24x18, 24x36x24, 24x36x30, 24x36x36, 30x48x24, 30x48x36 The box shall be constructed with straight walls and an open bottom. The lid shall attach with stainless steel penta head bolts. Bolts shall be included with each lid and with holes located in the approiate places on the lid to secure lid. The lid shall include a logo engraved "FIBER OPTICS", OR "COMMUNICATIONS" OR "ELECTRICAL" centered on the top side of the lid. City will determine the label at the time of the ordering. The box and lid shall meet the load designation in ANSI/SCTE 77 of Tier 15. The box and lid shall conform to the current edition of the NFPA 70 National Electrical Code (NEC), in addition to the standards of the American National Standards Institute (ANSI), and the Underwriters Laboratories, Inc. (UL). BOX AND LID SIZE 13 x 24 x 12 MAKE_____MODEL_____LEAD TIME_____ BOX AND LID SIZE 12 x 12 x 12 MAKE_____MODEL_____LEAD TIME_____ Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

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

BOX AND LID SIZE 11 x 18 x 12

MAKE_____MODEL_____LEAD TIME_____

BOX AND LID SIZE 13 x 24 x 18

MAKE_____MODEL_____LEAD TIME_____

BOX AND LID SIZE 24 x 36 x 24

MAKE_____MODEL_____LEAD TIME_____

BOX AND LID SIZE 24 x 36 x 30

MAKE_____MODEL_____LEAD TIME_____

BOX AND LID SIZE 24 x 36 x 36

MAKE_____MODEL_____LEAD TIME_____

BOX AND LID SIZE 30 x 48 x 24

MAKE_____MODEL_____LEAD TIME_____

BOX AND LID SIZE 30 x 48 x 36

MAKE_____MODEL_____LEAD TIME_____

LEAD TIME MUST BE STATED ON BID
BIDDER MUST PROVIDE LITERATURE AND SPECIFICATIONS ON PRODUCT BID

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Prices quoted on this bid are to be held firm for a period of six (6) months from date of award.

At the option of the successful bidder and the City of Mobile, the prices may be extended for four (4) more six (6) month periods.

All prices quoted are to be delivered prices F.O.B. Mobile.
City of Mobile Business license is required. See Item 14 on Reverse.

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.

Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

THIS BID WILL BE AWARDED PER ITEM BASIS

	TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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:7/19/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kronos Incorporated for annual subscription for Telestaff public safety workforce scheduling and communications cloud software for MFRD.

General fund.

Amount of Contract:

$23,243.82

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

ATTACHMENTS:

Description	Type	Upload Date
20220706 Kronos Agenda Package POs	Cover Memo	7/6/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/7/2022 - 2:55 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
10617	2022	(1510) FIRE ADMINISTRATION	ANNUAL SUBSCRIPTION FOR UKG TELESTAFF PUBLIC SAFETY WORKFORCE SCHEDULING AND COMMUNICATIONS CLOUD SOFTWARE FOR MFRD (OMNIA/US COMMUNITIES COOPERATIVE PURCAHSING AGREEMENT, NOT ON STATE CONTRACT)	$23,243.82	(294308) KRONOS INCORPORATED

Adopted:

_____
City Clerk

Bill To	Requisition 00010617-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 1

Vendor
KRONOS INCORPORATED
297 BILLERICA RD

CHELMSFORD, MA 01824

Tel#864-967-9960
Fax 866-935-1163

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
richardsonv@cityofmobile.org

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- THIS RENEWAL CONTRACT #1201243 S23-MAY-22 ORIGINAL CONTRACT PER OMNIA/US COMMUNITIES CONTRACT #18220. ATTN: KIMBERLY HONOHAN OR ANN MARIE CARLSON			
001	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF Per Employee Per Month UKG TELESTAFF CONTACT MANAGER V7. 1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2022 20-SEP-2023 PER QUOTE DATED 02-JUN-2022 Vendor Item	1.00 EACH	2324.38200	2324.38
	1 1000.30.15.1510.1510.1510.0000.0000.42200.			2324.38
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Bill To	Requisition 00010617-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
002	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF Per Employee Per Month UKG TELESTAFF ENTERPRISE V7.1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2022 20-SEP-2023 PER QUOTE DATED 02-JUN-2022 Vendor Item	1.00 EACH	2324.38200	2324.38
	1 1000.30.15.1510.1510.1510.0000.0000.42200.			2324.38
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF Per Employee Per Month UKG TELESTAFF GATEWAY MANAGER V7. 1+, 1 LICENSE FOR 1 YEAR,	1.00 EACH	2324.39000	2324.39

Bill To	Requisition 00010617-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 3

Vendor
KRONOS INCORPORATED
297 BILLERICA RD

CHELMSFORD, MA 01824

Tel#864-967-9960
Fax 866-935-1163

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
richardsonv@cityofmobile.org

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	21-SEP-2022 20-SEP-2023 PER QUOTE DATED 02-JUN-2022 Vendor Item			
1	1000.30.15.1510.1510.1510.0000.0000.42200.			2324.39
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF Per Employee Per Month UKG TELESTAFF GLOBAL ACCESS V7.1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2022 20-SEP-2023 PER QUOTE DATED 02-JUN-2022 Vendor Item	1.00 EACH	2324.38200	2324.38
1	1000.30.15.1510.1510.1510.0000.0000.42200.			2324.38

Bill To	Requisition 00010617-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF Per Employee Per Month UKG TELESTAFF SMS MANAGER V7.1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2022 20-SEP-2023 PER QUOTE DATED 02-JUN-2022 Vendor Item	1.00 EACH	2324.38200	2324.38
	1 1000.30.15.1510.1510.1510.0000.0000.42200.			2324.38

Bill To	Requisition 00010617-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF BASE FEE Per Month UKG TELESTAFF CONTACT MANAGER V7.1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2022 20-SEP-2023 PER QUOTE DATED 02-JUN-2022 Vendor Item	1.00 EACH	2324.38200	2324.38
1	1000.30.15.1510.1510.1510.0000.0000.42200.			2324.38

Bill To	Requisition 00010617-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
007	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF BASE FEE Per Month UKG TELESTAFF ENTERPRISE V7.1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2022 20-SEP-2023 PER QUOTE DATED 02-JUN-2022 Vendor Item	1.00 EACH	2324.38200	2324.38
	1 1000.30.15.1510.1510.1510.0000.0000.42200.			2324.38

Bill To	Requisition 00010617-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 7

Vendor	Ship To
KRONOS INCORPORATED 297 BILLERICA RD CHELMSFORD, MA 01824 Tel#864-967-9960 Fax 866-935-1163	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
008	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF BASE FEE Per Month UKG TELESTAFF GATEWAY V7.1+, 1 LICENSE FOR 1 YEAR, 21-SEP-2022 20-SEP-2023 PER QUOTE DATED 02-JUN-2022 Vendor Item	1.00 EACH	2324.39000	2324.39
	1 1000.30.15.1510.1510.1510.0000.0000.42200.			2324.39

Bill To	Requisition 00010617-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 8

Vendor
KRONOS INCORPORATED
297 BILLERICA RD

CHELMSFORD, MA 01824

Tel#864-967-9960
Fax 866-935-1163

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
richardsonv@cityofmobile.org

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
009	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF BASE FEE Per Month UKG TELESTAFF GLOBAL ACCESS V7.1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2022 20-SEP-2023 PER QUOTE DATED 02-JUN-2022 Vendor Item	1.00 EACH	2324.38200	2324.38
	1 1000.30.15.1510.1510.1510.0000.0000.42200.			2324.38

Bill To	Requisition 00010617-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
010	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF BASE FEE Per Month UKG TELESTAFF SMS MANAGER V7.1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2022 20-SEP-2023 PER QUOTE DATED 02-JUN-2022 Vendor Item	1.00 EACH	2324.38200	2324.38
	1 1000.30.15.1510.1510.1510.0000.0000.42200.			2324.38

Bill To	Requisition 00010617-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 23243.82

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.42200.	23243.82	1962316.28
FIRE ADMINISTRATION EXP PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	07/05/22	DONNA MICHELE STANLEY	Auto approved by: 9105fola
Approved	07/05/22	DONALD ROSE	Auto approved by: 9105fola
Approved	07/05/22	SANDRA LEWIS	Auto approved by: 9105fola
Approved	07/05/22	JOHN PAINE	Auto approved by: 9105fola
Approved	07/05/22	ANNE FOLEY	

Bill To	Requisition 00010617-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

WORKFORCE MANAGEMENT SYSTEMS AND RELATED PRODUCTS, SERVICES AND SOLUTIONS
Executive Summary

Lead Agency: Cobb County, GA

Solicitation: RFP 18-6390

RFP Issued: August 31, 2018

Pre-Proposal Date: September 11, 2018

Response Due Date: September 27, 2018

Proposals Received: #8

Awarded to: Kronos Incorporated #18220 and Kronos SaasShr, Inc. #18221

This competitive solicitation by Cobb County, GA for Workforce Management Systems and Related Products, Services and Solutions on behalf of itself and other government agencies and made available through the U.S. Communities Government Purchasing Alliance is to establish a Master Agreement.

The solicitation included purchasing language in Section One: Overview and Instructions to Bidders of RFP 18-6390.

Cobb County Purchasing Department issued RFP 18-6390 on August 31, 2018.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- The Advocate – New Orleans, LA
- Seattle Daily Journal of Commerce, WA
- Honolulu Star-Advertiser, HI
- Business Tribune, OR

On September 24, 2018 proposals were received from the following offerors:

- ADP, LLC
- Blue City Studios, Inc.
- IntelliTime Systems Corporation
- Kronos Incorporated
- Novatime Technology, Inc.
- SumTotal Systems, LLC
- The Arcanum Group, Inc.
- Workforce Software

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to award to Kronos Incorporated and KronosSaasShr, Inc. for workforce management systems and related products, services and solutions.

Contract includes:

A contracting vehicle for workforce management that fits the needs of a wide variety of organizations. Solutions include the need for time and attendance, scheduling, staffing and reporting with suites and solutions in:

- Workforce Dimensions
- Workforce Ready Product Suite
- Payroll Services
- Workforce Central Product Suite
- Workforce TeleStaff
- Kronos In Touch

Term:

Initial three-year agreement from March 18, 2019 through March 17, 2022 with the option to renew for three (3) additional one-year periods through March 17, 2025.

Pricing/Discount:

The Cobb County, GA award includes the complete line of workforce suites and solutions. All units may be designed for each participating agency's specific requirements. Due to the vast array of the offering your local Kronos Account Manager will work with you to identify the best solution for your needs.

OMNIA Partners, Public Sector Landing Pages: https://www.omniapartners.com/publicsector/contracts/supplier-contracts/kronos

CONTRACT AMENDMENT #4
Sealed Bid # 18-6390
Contract #18221

Date of Amendment: March 9, 2022

Owner: Cobb County Board of Commissioners. Cobb County, Georgia
Contractor: Kronos Incorporated
Project: Bid # 18-6390, Workforce Management Systems and Related Products, Services and Solutions

Current Contract Term: March 18, 2019 to March 17, 2023

This action amends the current contract dated March 18, 2019, for Sealed Bid # 18-6390. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his/her agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope.

Additional Terms and Conditions as per Section D

This amendment serves as confirmation that Cobb County Government has approved the modification of terms and conditions per the attached. This amendment will cover the period March 9th, 2022 through March 17, 2023.

ACCEPTED - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

OWNER

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Georgia 30090

Signed: _____

Title: Purchasing Director

Date: 3/11/2022

CONTRACTOR

Kronos SaaShr
3040Route 22 West, Suite 200
Branchburg, NJ 08876

Signed: DocuSigned by: Mcde Dandurant 6BD88BBA577F4C1...

Title: Order Processing Analyst

Date: 3/11/2022 | 11:12 AM EST

Section D

UKG Ready Benefits Terms and Conditions

This Section D "UKG Ready Benefits terms and conditions", is made part of the Kronos Workforce Ready Software-as-a-Service Terms outlined in Section A and B (the "WFR Terms") and governs the provision of the UKG Ready Benefits Services ("Ready Benefits") by Kronos to Customer.

Except as provided in this Addendum, all terms and conditions in the Agreement related to the Applications apply to Ready Benefits. In the event of a conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, the terms and conditions of this Section D shall prevail. Capitalized terms not defined within this Section D are defined in the WFR Terms.

1. WORKFORCE READY PLATFORM.

In rendering Ready Benefits services, Kronos will use the Workforce Ready software-as-a-service platform ("WFR Platform"). Customer acknowledges and agrees that the Ready Benefits may only be used in conjunction with the WFR Platform, and hereby authorizes and directs Kronos to interface the WFR Platform with such product for the purpose of providing the Ready Benefits. Furthermore, Customer hereby grants Kronos consent to administrative access rights to the WFR Platform for the purpose of fulfilling Kronos' obligations under this Section D.

2. CONNECTIVITY AND ACCESS; SERVICES AND APPLICATION NOTICES

Customer may access Ready Benefits through the one or more of the following: Carrier Connectivity, Financial Connectivity and/or COBRA Link as further described herein and in the applicable Order. Customer agrees to receive electronic communications relating to Customer's use of the Services and Applications. Kronos may communicate with Customer by email or by posting notices within the Applications. Customer agrees that all agreements, notices, disclosures and other communications that are provided to Customer electronically satisfy any legal requirement that such communications be in writing. All notices intended for receipt by Customer will be deemed delivered and effective when sent to the email address that Customer provides within the Applications. By creating an account, submitting information or otherwise providing Kronos with Customer's email address, postal address or phone number, Customer is agreeing that Kronos or the Kronos's agents may contact Customer at that address or number.

3. DISCLAIMERS

KRONOS IS A TECHNOLOGY PLATFORM PROVIDER AND MAKES NO REPRESENTATIONS AND/OR WARRANTIES WITH RESPECT TO, AND HAS NO RESPONSIBILITY OR LIABILITY IN CONNECTION WITH, THE OPERATION, PERFORMANCE OR SUITABILITY OF, ANY THIRD-PARTY BENEFIT OR INSURANCE PRODUCT OR SERVICE AVAILABLE FOR ENROLLMENT, REGISTRATION, USE OR CONNECTION THROUGH THE SERVICE. KRONOS IS NOT RESPONSIBLE FOR ACCURACY OF THE DATA COMMUNICATED TO ANY THIRD-PARTY PROVIDERS. CUSTOMER FURTHER RECOGNIZES THAT IN THE DELIVERY OF THE SERVICE, KRONOS MAY WORK WITH THIRD PARTY PROVIDERS AND KRONOS CANNOT BE AND IS NOT LIABLE FOR ISSUES, ACTIONS AND/OR OMISSIONS ON THEIR PART THAT ARE OUTSIDE OF KRONOS'S REASONABLE OVERSIGHT OR CONTROL.

4. DATA SECURITY AND PRIVACY; HIPAA

In the event that Kronos will create, receive, maintain or transmit protected health information ("**PHI**" as defined under HIPAA (defined below)) on behalf of Customer in providing the Services, Customer agrees to disclose the fact that Customer is a covered entity or business associate (under the Health Insurance Portability & Accountability Act of 1996, P.L. 104-191, as amended from time to time ("HIPAA"), to Kronos

prior to entering into this Agreement and the Parties agree to enter into a HIPAA business associate agreement prior to Customer transmitting and/or Kronos accessing any PHI. If applicable, the HIPAA business associate agreement attached as Exhibit D-1 is hereby incorporated by reference into this Agreement.

5. NATIONAL AUTOMATED CLEARING HOUSE (NACHA) AGREEMENT

Customer agrees not to provide Kronos with any payroll information or entries which violate the laws or regulations of the United States or of any state or jurisdiction in which Customer does business. Customer agrees to be in compliance with all National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines and to notify Kronos in advance if any transactions would be considered International ACH Transactions ("IATs"). Kronos's policy is not to process IATs. Customer shall be responsible and liable for all damages and costs to Kronos and its affiliates and hold Kronos harmless from and against any loss experienced by Kronos due to Customer's noncompliance with Nacha Operating Rules and Guidelines. Kronos and its originating financial institution maintain the right to audit compliance with this Agreement and to terminate this Agreement for noncompliance with the Nacha Operating Rules and Guidelines.

6. GENERAL

6.1 All notices given under the Agreement, except electronic notices from Kronos to Customer relating to the Services and Applications as set forth in Section 2 of this Section D, shall be provided in accordance with Section A, "General Terms and Conditions,"7(d).

6.2 These terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Kronos is acting as an independent contractor of Customer under this Section D.

6.3 Customer acknowledges that in providing Ready Benefits, Kronos may use any agent, subcontractor or third party and may delegate its duties to such agent or third party to perform such tasks and functions as Kronos chooses, including without limitation, third party software to perform Ready Benefits and to store Customer Data, data security, and other services provided by third parties. Upon written request by the Customer, Kronos will notify Customer, in writing, if applicable, the thirty party specifically and exclusively engaged for the provision of relevant services to the Customer pursuant to the Agreement.

6.4 Customer acknowledges that Kronos is not rendering legal, tax, or accounting advice in connection with the Ready Benefits, nor is Kronos a fiduciary of Customer.

6.5 No third-party beneficiaries exist under this Section D.

6.6 Customer acknowledges and agrees that any regulated financial services, including regulated aspects of any applicable payment services provided hereunder will be performed by Kronos SaaShr, Inc. Customer further acknowledges and agrees that any regulated third party administrator services provided hereunder will be performed by EverythingBenefits, Inc. Neither Kronos SaaShr nor UKG are considered Plan Administrators under the Employee Retirement Income Security Act of 1996 ("ERISA"). Both Kronos SaaShr, Inc. and EverythingBenefits, Inc., are subsidiary companies of UKG, Inc.

Exhibit D-1

UKG Ready Benefits
Business Associate Agreement

This Exhibit D-1 applies solely to the UKG Ready Benefits services ordered and provided under Section D "UKG Ready Benefits Terms and Conditions" and only to the extent required by Article 4, "Data Security and Privacy; HIPAA" therein.

RECITALS

WHEREAS, Customer ("**Covered Entity**") has entered into an agreement with Kronos ("**Business Associate**") governing the provision of Kronos' UKG Ready Benefits offering to be used by Customer in Kronos' Workforce Ready platform and in accordance with the underlying agreement (the "**Underlying Agreement**");

WHEREAS, Business Associate may provide software for business process automation and connectivity services for or on behalf of Covered Entity, and in performing said services, Business Associate may receive, maintain, or transmit Protected Health Information ("**PHI**");

WHEREAS, Covered Entity is a "**Covered Entity**" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), as amended, ("**HIPAA**"), and the regulations promulgated thereunder by the Secretary of the U.S. Department of Health and Human Services ("**Secretary**"), including, without limitation, the regulations codified at 45 C.F.R. Parts 160 and 164 ("**HIPAA Regulations**");

WHEREAS, the Parties intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or received by Business Associate, when providing Services in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (Public Law 111-005) ("the **HITECH Act**") and its implementing regulations and guidance issued by the Secretary, and other applicable state and federal laws, all as amended from time to time; and

WHEREAS, as a Covered Entity, Covered Entity is required under HIPAA to enter into a Business Associate Agreement ("**BAA**") with Business Associate that meets certain requirements with respect to the Use and Disclosure of PHI, which are met by this BAA.

AGREEMENT

NOW WHEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

The following terms shall have the meaning set forth below. Capitalized terms used in this BAA and not otherwise defined shall have the meanings ascribed to them in HIPAA, the HIPAA Regulations, or the HITECH Act, as applicable.

1.1. "**Breach**" shall have the meaning given under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

1.2. "**Designated Record Set**" shall have the meaning given such term under 45 C.F.R. § 164.501.

1.3. "**Disclose**" and "**Disclosure**" mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside of Business Associate or to other than members of its Workforce, as set forth in 45 C.F.R. § 160.103.

1.4. "**Electronic PHI**" or "**e-PHI**" means PHI that is transmitted or maintained in electronic media, as set forth in 45 C.F.R. § 160.103.

1.5. "**Protected Health Information**" and "**PHI**" mean any information, whether oral or recorded in any form or medium, that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 160.103. Protected Health Information includes e-PHI.

1.6. "**Security Incident**" means a confirmed successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system which affects Covered Entity's PHI or e-PHI in possession and/or control of Business Associate. Security Incident shall exclude (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) "malware" (e.g., a worm or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of PHI.

1.7. "**Services**" shall mean the services provided to Covered Entity by Business Associate pursuant to the Underlying Agreement.

1.8. "**Unsecured PHI**" shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402, and guidance issued pursuant to the HITECH Act including, but not limited to the guidance issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009) by the Secretary.

1.9. "**Use**" or "**Uses**" mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within Business Associate's internal operations, as set forth in 45 C.F.R. § 160.103.

1.10. "**Workforce**" shall have the meaning given to such term under 45 C.F.R. § 160.103.

2. **OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 **Permitted Uses and Disclosures of Protected Health Information**. Business Associate shall not Use or Disclose PHI other than as permitted or required by any Underlying Agreement, this BAA, or as Required by Law. Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of Subpart E of 45 C.F.R. Part 164 if so Used or Disclosed by Covered Entity. However, Business Associate may Use or Disclose PHI (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate, provided that with respect to any such Disclosure either: (a) the Disclosure is Required by Law; or (b) Business Associate obtains a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and shall not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached; (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity. To the extent that Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

2.2 **Prohibited Marketing and Sale of PHI.** Notwithstanding any other provision in this BAA, Business Associate shall comply with the following requirements: (i) Business Associate shall not Use or Disclose

PHI for fundraising or marketing purposes, except to the extent expressly authorized or permitted by any Underlying Agreement and consistent with the requirements of 42 U.S.C. § 17936, 45 C.F.R. §§ 164.514(f), and 164.508(a)(3)(ii), and (ii) Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2), and 45 C.F.R. § 164.502(a)(5)(ii); however this prohibition shall not affect payment by Covered Entity to Business Associate for the provision of Services pursuant to any Underlying Agreement.

2.3 **Adequate Safeguards of PHI**. Business Associate shall implement and maintain reasonably appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. Business Associate shall reasonably and appropriately protect the confidentially, integrity, and availability of e-PHI that it receives, maintains or transmits on behalf of Covered Entity in compliance with Subpart C of 45 C.F.R. Part 164 to prevent Use or Disclosure of PHI other than as provided for by this BAA.

2.4 **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA.

2.5 **Reporting Non-Permitted Use or Disclosure.**

2.5.1 **Reporting Security Incidents and Non-Permitted Use or Disclosure**. Business Associate shall report to Covered Entity in writing each confirmed Security Incident or Use or Disclosure that is made by Business Associate, members of its Workforce, or Subcontractors that is not specifically permitted by this BAA no later than ten (10) business days after confirming such Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth herein. Business Associate shall investigate each Security Incident or non-permitted Use or Disclosure of Covered Entity's PHI that it discovers to determine whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI. Business Associate shall document and retain records of its investigation of any Breach, including its reports to Covered Entity under this Section 2.5.1. Upon written request by Covered Entity, Business Associate shall furnish to Covered Entity the documentation of its investigation and an assessment of whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach. If such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI, then Business Associate shall comply with the additional requirements of Section 2.5.2 below.

2.5.2 **Breach of Unsecured PHI**. If Business Associate determines that a reportable Breach of Unsecured PHI has occurred, Business Associate shall provide a written report to Covered Entity without unreasonable delay but no later than thirty (30) calendar days after discovery of the Breach. To the extent that information is available to Business Associate, Business Associate's written report to Covered Entity shall be in accordance with 45 C.F.R. §164.410(c). Business Associate shall reasonably cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media, as required by the HITECH Act.

2.6 **Availability of Internal Practices, Books, and Records to Government**. Business Associate agrees to make its internal policies, books and records relating to the Use and Disclosure of PHI received from, or received by the Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with HIPAA, the HIPAA Regulations, and the HITECH Act. Except to the extent prohibited by law, Business Associate shall notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary.

2.7 **Access to and Amendment of Protected Health Information**. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity and within fifteen (15) business days of a written request by Covered Entity, Business Associate shall (a) make the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets available to Covered Entity for inspection and copying to fulfill its obligations under 45 C.F.R. § 164.524, or (b) permit Covered Enity to amend the PHI Business Associate maintains (or which is maintained by Business Associate's Subcontractors) in Designated Record Sets to enable the Covered Entity to fulfill its obligations under 45 C.F.R. § 164.526. In the event that an individual makes a direct request to Business Associate to amend any PHI of such individual maintained in a Designated Record Set on behalf of Covered Entity, Business Associate shall promptly forward such individual's request to Covered Entity for review. Business Associate shall not Disclose PHI to a health plan for payment or Health Care Operations purposes except as otherwise directed by Covered Entity or required by law. If Business Associate maintains PHI in a Designated Record Set electronically, Business Associate shall provide such information in the electronic form and format requested by the Covered Entity if it is readily reproducible in such form and format, and, if not, in such other form and format as commercially reasonable and available to enable Covered Entity to fulfill its obligations under 42 U.S.C. § 17935(e) and 45 C.F.R. § 164.524(c)(2). Business Associate shall notify Covered Entity within fifteen (15) business days of receipt of a request for access to PHI.

2.8 **Accounting.** To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, within thirty (30) days of receipt of a request from Covered Entity or an individual for an accounting of disclosures of PHI, Business Associate and its Subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.528 and its obligations under 42 U.S.C. § 17935(c). Business Associate shall notify Covered Entity within fifteen (15) business days of receipt of a request by an individual or other requesting party for an accounting of disclosures of PHI.

2.9 **Use of Subcontractors.** Business Associate shall require each of its Subcontractors, if any, that maintains, receives, or transmits PHI on behalf of Business Associate, to execute a Business Associate Agreement that imposes on such Subcontractors the same, or substantially similar, restrictions, conditions, and requirements that apply to Business Associate under this BAA with respect to PHI.

2.10 **Minimum Necessary.** Business Associate (and its Subcontractors) shall, to the extent practicable, limits its request, Use, or Disclosure of PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) or any other guidance issued thereunder.

3. COVERED ENTITIES RESPONSIBILITIES

With respect to the use and disclosure of the PHI by Business Associate, Covered Entity agrees to: (a) inform Business Associate of any change in or revocation of any authorization provided to Covered Entity by Individuals pursuant to applicable law, including, but not limited to, the HIPAA Statute and which is applicable to Business Associate; and (b) to timely notify Business Associate, in writing, of any arrangement permitted or required of Covered Entity under applicable law, including, but not limited to, the HIPAA Statute, that may impact in any manner the use, disclosure, or access to PHI by Business Associate under the Agreement, including, but not limited to, any agreement by Covered Entity to restrict use or disclosure of any PHI as permitted by the HIPAA Statute.

4. TERM AND TERMINATION

4.1 **Term**. Subject to the provisions of Section 4.2 herein, the term of this BAA shall be the term of the Underlying Agreement.

4.2 **Termination for Cause**. In addition to and notwithstanding the termination provisions set forth in any Underlying Agreement, upon Covered Entity's knowledge of a material breach or violation of this BAA by Business Associate, Covered Entity shall either:

a. Notify Business Associate of the breach in writing, and provide an opportunity for Business Associate to cure the breach or end the violation within fifteen (15) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period, Covered Entity may immediately terminate this BAA and any Underlying Agreement upon written notice to Business Associate; or

b. Upon written notice to Business Associate, immediately terminate this BAA and any Underlying Agreement if Covered Entity determines that such breach cannot be cured

4.3 **Disposition of Protected Health Information Upon Termination or Expiration.**

4.3.1 Upon termination or expiration of this BAA, Business Associate shall either return or destroy all PHI received from, or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form and retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, PHI shall be returned in a a format utilized at the time of termination and timeframe, at no additional charge to Covered Entity.

4.3.2 If return or destruction is not feasible, Business Associate shall (a) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Covered Entity the remaining PHI that the Business Associate still maintains in any form; (c) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains the PHI; (d) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions set out in Section 2.1 and 2.2 above, which applied prior to termination; and (e) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

5.1 **Amendment to Comply with Law**. The parties agree to enter into an amendment to this BAA to incorporate any mandatory obligations of Covered Entity or Business Associate under the HITECH Act and its implementing HIPAA Regulations, as applicable, and as mutually agreed between the parties. Additionally, the Parties agree to take such action as is reasonably necessary to amend this BAA from time to time for Covered Entity to implement its obligations pursuant to HIPAA, the HIPAA Regulations, or the HITECH Act, and to the extent mutually acceptable to the parties.

5.2 **Relationship to Underlying Agreement Provisions**. Except as otherwise specifically stated in this BAA, in the event that a provision of this BAA is contrary to a provision of an Underlying Agreement, the provision of this BAA shall control. Otherwise, this BAA shall be construed under, and in accordance with, the terms of such Underlying Agreement, and shall be considered an amendment of and supplement to such Underlying Agreement, subject to Section 5.3 below.

5.3 **Entire Agreement**. This BAA supplements and is entered into subject to the Underlying Agreement, and constitutes the entire agreement between the Parties for the services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the Parties relating to the subject matter of this BAA. Any provisions in the Underlying Agreement regarding limitations or exclusion of liability or indemnification will apply to any of the rights and obligations of the parties under this BAA or breach thereof. This BAA supersedes and replaces any

existing Business Associate Agreement in effect between Business Associate and Covered Entity. Any PHI received from Covered Entity prior to, on, or after the date of this Agreement is subject to the terms and conditions of this Agreement.

5.4 **Notices**. Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic mail or facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt, in each case, addressed to a Party on the signature page(s) to this Agreement, or to such other addresses as the Parties may request in writing by notice given pursuant to this Section 5.4. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. mail as required herein.

5.5 **Relationship of Parties.** Notwithstanding anything to the contrary in any Underlying Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Business Associate obligations under this BAA.

5.6 **Effective Date.** This BAA shall be effective as of the date of execution of the Underlying Agreement.

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov



Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Trane (RFP#15-JLP-023), Daikin Applied Americas, Inc. (RFP#20-04), Johnson Controls, Inc. (RFP#20-04), and TDIndustries, Inc. (RFP#20-04) have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

January 4, 2022

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:

John Paine. Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Dana Safety Supply Inc for upfitting of 44 Tahoe and 8 Durango SUVs with police patrol packages for MPD.

General fund.

Amount of Contract:

%550,680.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220706 Dana Agenda Package POs	Cover Memo	7/6/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/7/2022 - 2:56 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
11792	2022	(F7000) MOTOR POOL	UPFIT 44 TAHOE AND 8 DURANGO SUVS WITH POLICE PATROL PACKAGES FOR MPD (SEALED BID 5579)	$550,680.00	(290980) DANA SAFETY SUPPLY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00011792-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL
4809 KOGER BLVD	745 BROAD STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	CARTERD@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	290980	06/27/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	UPFITTING AS SPECIFIED: POLICE PATROL PACKAGE FOR CHEVROLET TAHOE 4 DOOR SUVs AS PER CITY OF MOBILE BID #5579 AND YOUR QUOTE	44.00 EACH	10590.00000	465960.00
	Additional Description Notes			
	POLICE PATROL PACKAGE FOR CHEVROLET TAHOE 4 DOOR SUVs REQUESTED BY THE POLICE DEPARTMENT.			
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			465960.00
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY			
	Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
002	UPFITTING AS SPECIFIED: POLICE PATROL PACKAGE FOR DODGE DURANGO. AS PER CITY OF MOBILE BID #5579 AND YOUR QUOTE	8.00 EACH	10590.00000	84720.00
	Additional Description Notes			

Bill To	Requisition 00011792-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL
4809 KOGER BLVD	745 BROAD STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	CARTERD@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	290980	06/27/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	POLICE PATROL PACKAGE FOR DODGE DURANGO.			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			84720.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 550680.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	550680.00	519353.14

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	550680.00	1962316.28

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

Bill To	Requisition 00011792-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL
4809 KOGER BLVD	745 BROAD STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	CARTERD@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	290980	06/27/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	06/30/22	CHARLES SUMRALL	
Approved	07/01/22	KINA ANDREWS	
Approved	07/01/22	JAMES DELAPP	Auto approved by: 910515803
Approved	07/06/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	07/06/22	DONALD ROSE	Auto approved by: 9105paij
Approved	07/06/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/06/22	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

BID 5579: UPFITTING OF POLICE PACKAGE VEHICLES		
	DANA SAFETY SUPPLY INC.	PRO LOGIC ITS LLC
PATROL UPLIFT	10,590.00	9,209.88
TIME TO DO PATROL UPLIFT	1.5 DAYS PER UNIT	APPROX. 13 HRS
NON-PATROL UPLIFT	3,855.00	3,791.29
TIME TO DO NON-PATROL UPLIFT	1.5 DAYS	APPROX. 13 HRS

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
06/28/2021	5579	Police Department	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Wednesday, July 21, 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.					
APPX 50-55	**UPFITTING OF POLICE PACKAGE VEHICLES** THIS BID IS FOR THE UPFITTING OF POTROL AND NON-PATROL POLICE VEHICLES. Upfitting of 2021 or newer model Chevrolet Police Patrol Tahoe PPV as per the following and attached patrol build specifications. Vendor shall bid and provide the items specified as per the attached specification. Price to upfit patrol build Tahoe as per the following and attached specification $_____/ unit. Time to upfit each Tahoe as per specification _____ The City desires for the vendor to be able to upfit three (3) patrol build Tahoes per week. Can you meet the minimum of 3 completed units per week Yes_____ No_____ Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft** Or **Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

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 2 of 3					
APPX 5-12	Upfitting of 2021 or newer model Chevrolet Police Non-Patrol Tahoe PPV as per the following and attached non-patrol specifications. Vendor shall bid and provide the items specified as per the attached specification. Price to upfit Tahoe as per the following and attached specification $_____/ unit. Time to upfit each Tahoe as per specification _____ The City desires for the vendor to be able to upfit three (3) Tahoes per week. Can you meet the minimum of 3 completed units per week Yes_____ No_____ Vendor shall provide documentation that they are qualified/certified to install the Sound Off Blueprint System or similar system as bid to specification. City of Mobile will deliver the vehicle to the vendor's shop for upfitting and pick them up when upfitting is complete. 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.						
				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

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.

Pricing to be good for a one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor(s), the award of this bid may be extended for two (2) additional one (1) year periods.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ON AN ITEM BASIS

Option

Should the City require, the vendor may be required to pick up the vehicles from a location for upfitting and then delivered to the City of Mobile once upfitting has been completed.

Provide price per mile to pick up and to deliver to the City of Mobile the complete vehicle $_____/mile.

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.

PATROL BUILD

Vendor shall provide the emergency equipment listed and provide installation of the products into City of Mobile provided Chevrolet Tahoes. The City will be responsible to deliver the vehicles to the vendor and to pick them up when installation is completed.

The Patrol Build Tahoe shall consist of the 2021 year model full size Chevrolet Tahoe PPV with 2-wheel drive

The following Chevrolet Police Package Vehicle Options were included when the vehicles were built: 6J7 Flasher, 6J3 Grille Wiring, 6J4 Horn Siren Circuit Wiring, Whelen Arges Spotlight, 6C7 Interior Dome Lamp, 5Y1 20% Front Seat Delete, and fitted front and rear floor mats.

The following emergency equipment is computer controlled and/or must be designed to be compatible. The following products shall be provided and installed on the above vehicle:

1. **(1) SoundOff Signal ENGKTGD002 –This is a kit which consists of the following:**

   A. **(1) SoundOff Signal ENGCC01241 – bluePRINT system controller.**
   B. **(1) SoundOff Signal ENGHNK01 – bluePRINT central controller harness kit.**
   C. **(2) SoundOff Signal ENGHNK02 – bluePRINT remote node harness kit.**
   D. **(1) SoundOff Signal ENGSA07152 – bluePRINT 400 series remote mount siren control.**
   E. **(1) SoundOff Signal ENGCP18002 – bluePRINT 400 series siren control panel.**
   F. **(2) SoundOff Signal ENGND04101 – bluePRINT remote node.**
   G. **(2) SoundOff Signal ETSS100N – 100N series composite speaker w/ universal bracket.**
   H. **(1) SoundOff Signal ENGLMK001 – bluePRINT Link Module.**

*** bluePRINT® Central Controller - Communication Hub for use within the EV Control System - 1 Active High Ignition Input, 24 Outputs (100 Amps max) • Must use PC configuration software to manage the relationship between input and outputs to create vehicle behaviors to improve officer and public safety**
• Must be able to synchronize secondary lights to the light bar
• System must use Visual Diagnostic Indicators and Reliability Records for Each Output:
• Must be able to test and diagnose faults which may include over-current, over-temperature, over-voltage, under-voltage, and open-load.
• Logs are also recorded for the number of times the fault has occurred since last reset to aid in the diagnosis of intermittent connections.
• Each output has to have the ability to be individually timed after ignition is shut down; this eliminates the need for an external timer
• Each output has to have the ability to be programmed to load shed when the battery reaches certain programmed voltage levels
• Must have ignition security included in central controller—warning lights and siren activates when someone tries to steal the vehicle.
Input Voltage: 10-16Vdc (Negative Ground)
Outputs: Up to 82 programmable outputs
Inputs: Up to 40 discretely wired inputs + 24 CAN-BUS inputs
The Central Controller processor stores and interprets the input and output configuration from the software application and control outputs accordingly as well as monitors outputs for fault conditions. The Central Controller is fully software configurable via PC Software app through USB connection. The central controller is the communication hub for other system components within the EV Control System allowing for:
• A communication port for light bar
• A communication port for 14 button control panel
• A communication port for other control system devices
• Up to 5 remote nodes
• Input node
• Up to 2 200R siren amplifiers or (1) 400 series siren amplifier

The central controller allows for 24 outputs for connection to vehicle devices (100 Amps max) and has:
• (4) 10-amp fused outputs - constant power

• (8) 10-amp solid state switchable outputs
• (12) 5-amp solid state switchable outputs. Each output to have a status LED to show if output is active
Must have a diagnostic LED to aid in diagnosing system issues
Input Voltage: 10-16Vdc (Negative Ground) Dimensions: 7" x 6.25" x 1"
IGN ON: Standby Current: 140mA Operating Temp: -40˚C to + 65˚C
IGN OFF: Sleep Current: 0.34 MICROAMPS
Must have the following Program Functions:
• Increased visibility at intersections by tapping the horn—15 second aggressive pattern change with splashes of white, wall of white and horn tone, to clear intersections to improve safety, after 15 seconds warning pattern reverts back to last position
• All Blue Light Heads to Flicker Cruise by Axillary button
• Automatic Siren Cut and slide 1 traffic stop pattern, when vehicle is in park position
• Each door must have timed off/on delay of 8 seconds when officer exits vehicle or opens rear doors during interviews to prevent vision loss
• Automated Arrow control, when vehicle is in Drive, Arrow is disabled and last warning pattern is activated, when in Park, arrow resumes
• Increased visibility when braking when in slide position 2 or 3 (Red Light heads activate to signal following officers)
• Increased safety during high risk stops—Blitz Tactical Feature to be activated by Factory Horn and/or side switch (aggressive flash pattern with splashes of white and dual tone siren horn/piercer tones, 8 seconds, then full scene white lights forward facing, all side and rear lighting is off with exception of Rear Drivers Side Red Steady burn task light in cruise Mode. – Vehicle in Park with take downs on, slide position 1 for Blitz to function
• Ignition security activation when officer takes keys out of ignition to keep engine running, lights and siren are activated when someone depresses brake while trying to steal the vehicle. This feature must be included at no-cost. The gun lock will also be disabled after the ISS activates.
• 180 degree Flood/Scene lighting by turning on your high beams when the takedowns are on—gives the officer an advantage to see interior of vehicle without having to reach into press an auxiliary button
• Increased white light for reverse—rear facing light heads to activate solid white when vehicle is in reverse
• Increased red light for braking—rear facing light heads to activate solid red when brake is depressed
• Increased visibility by holding the horn to produce a front wall of white light to clear intersections, activated in slide position 3
• Individual timers to increase battery life and monitor power usage—eliminate extra batteries, all vehicle components are to be timed and load shed based on agency requirements
• Indicator beep will start beeping while service engine light is illuminated and the engine is running, causing officer to bring the vehicle in for fleet to determine cause of service engine warning.
• Must have up to 24 available matrices for expansion beyond what is listed above

NOTE: Due to system integrity and reduction of failure points, ALL programs and Pattern Modes/Matrices are to be achieved without the use of external relays or diodes.

2. (2) MNSTAR SOLUTIONS PD-B6I6 - 12 position split fused distribution block. This product must have 6 constant power, 6 switched power, and 12 ground connections.

3. (1) Setina BK2044TAH21 – Push bumper with factory installed SoundOff Signal nFORCE blue and white color LED lights. 2 mounted on the front and 2 on the sides. This product must be able to sync with light bar.

4. (1) SoundOff Signal ENVLB00EAY-1Q9 – nFUSE full size 54" light bar w/ take downs & alleys – clear lenses with blue/white to front w/scene, blue/amber rear for traffic director. This product must have multiple driver control boards for reliability.

5. (2) SoundOff Signal EMPS2QMS4E – mPower 4" fascia light quick mount, 18" hard wire w/ sync option, SAE class 1 & CA Title 13 compliant, 9-32 Vdc, black housing, 12 LED, dual color – blue/white. This product must have Dow Corning ClearDuty silicone molded one piece housing and optic design for longer life and to resist gravel pitting, scratching, or cracking.

6. **(4) SoundOff Signal EMPS2QMS5RBW – mPower 4" fascia light quick mount, 18" hard wire w/ sync option, SAE class 1 & CA Title 13 compliant, 9-32 Vdc, black housing, 18 LED, tricolor – red/blue/white. This product must have Dow Corning ClearDuty silicone molded one piece housing and optic design for longer life and to resist gravel pitting, scratching, or cracking.**

7. **(1) SoundOff Signal ECVDMLTST4G – interior cargo/LED dome light, flush mount w/ grey base, 6" x 3", white LEDs.**

8. **(1) Gamber Johnson GJ-MBL2 – This is a kit which consists of the following:**

   A. **(1) Gamber Johnson 7170-0864-03 – Wide body console box kit for 2021 Tahoe 13.5" in height x 14.54" in width x 28.66" in depth. This kit will include:**

      - **Internal printer mount**
      - **(1) arm rest**
      - **Cup holder**
      - **Computer Stand**
      - **Motion device**
      - **(2) mic clip brackets**

   B. **(1) Gamber Johnson 7110-1013 – Side armrest**

   C. **(2) Gamber Johnson 7160-1558 – Vertical steel window bars**

9. **(1) Setina GK11191B1SHKSSCA – Blac-Rac universal partition mount rifle and shotgun lock.**

10. **(1) Setina PK0602TAH21SCA – recessed panel front partition with polycarbonate, polycarbonate sliding window, and metal backing.**

11. **(1) Setina DK0100TAH21 – plastic door panel covers.**

12. **(1) Setina QK0281TAH21 – Plastic seat replacement, seat belts, and polycarbonate rear partition combo.**

Installation details:

Item #1 – SoundOff Signal ENGKTGD002 – shall be installed as per manufacturer's specifications using factory supplied hardware. The system controller and harness kit will be mounted inside the Gamber Johnson center console. The remote nodes and harnesses will be mounted at locations to be determined. The SoundOff light and siren controller will be mounted on the Gamber Johnson console using a specific bracket. The siren speakers will be mounted to the push bumper using the supplied brackets and using stainless steel hardware.

Item #2 – MNSTAR SOLUTIONS PD-B6I6 - shall be installed per manufacturer's specifications inside the Gamber Johnson console. It will protect as well as provide power for all aftermarket equipment. Wiring connections for this item will be connected as follows:

Constant Power: Connected to constant power on front factory upfitter harness.
Ignition Power: Will be provided and managed by the bluePRINT system.
Ground: Connected to ground on front factory upfitter harness.

Item #3 – Setina BK2044TAH21 – shall be installed as per manufacturer's specifications to the front bumper.

Item #4 - SoundOff Signal ENVLB00EAY-1Q9 - shall be installed as per manufacturer's specifications to the rooftop of the Tahoe aligned with the "B" pillar. All wiring from the light bar will be protected by a grommet when passing through the roof and sealed with silicone.

Item #5 - (2) SoundOff Signal EMPS2QMS4E – shall be installed as per manufacturer's specifications. They will be installed on the front driver and passenger fenders and aligned horizontally.

Item #6 – SoundOff Signal EMPS2QMS5RBW – shall be installed as per manufacturer's specifications. One set will be installed on the panel above the tail lights and aligned vertically. The other set will be installed on the panel beside the tag and aligned horizontally.

Item # 7 – SoundOff Signal ECVDMLTST4G – shall be installed as per manufacturer's specifications and centered on the inside of the rear hatch.

Item #8 – Gamber Johnson GJ-MBL2 – shall be installed as per manufacturer's specifications. The Gamber Johnson console will be installed between the front two seats. The additional arm rest will be installed on the Gamber Johnson console. The Gamber Johnson window bars shall be installed as per manufacturer's specifications on both rear passenger doors.

Item #9-12 - Setina GK11191B1SHKSSCA, Setina PK0602TAH21SCA, Setina DK0100TAH21, and Setina QK0281TAH21 – shall all be installed as per manufacturer's specifications.

Additional Requirements:

Mobile Radio Wiring – the wiring harnesses for this item will be connected as follows:

Power:	Connected to constant power on the MNSTAR fused distribution block.
Ignition:	Connected to ignition power on the MNSTAR fused distribution block.
Ground:	Connected to ground on the MNSTAR fused distribution block.

There are 2 power wiring harnesses, 1 for the head unit (display) and 1 for the MRU unit (brain). The head unit will be mounted on the Gamber Johnson console using the specific bracket. The MRU will be mounted on the rear of the rear partition with a specific Harris bracket. A 3pin data cable will run between these 2 units. A Harris combination radio and GPS antenna will be installed on the rear of the roof. A RG-58 coaxial antenna cable and a GPS antenna cable will run from the combination antenna and terminate with a TNC connector and a SMA connector respectively at the location of the MRU. A radio speaker will be mounted with the supplied mounting bracket and hardware inside the Gamber Johnson console.

Factory Flashers –The factory flashers are factory installed. There will be an activation wire in the factory upfitter wiring harness that will be extended and connected to the SoundOff control unit so as to activate when programmed to.

- The installer will furnish to the City of Mobile a full diagram listing where The wire runs are located and listing what wiring scheme is being used (EX: Red=Constant Power, Yellow=Ignition Power, Black=Ground, Pink=Trigger, Blue and Brown=Siren, ETC).

- A warranty and service agreement will be made detailing what service will be provided and for what length of time.

- The company awarded the contract or its contractor shall stock replacement parts or have them readily available for repairs.

- All wiring shall be protected by a raceway, channel, loom, or conduit. Any wiring outside of the passenger compartment shall be loomed. Any connections made outside of the passenger compartment shall be soldered and heat shrunk, or at minimum a heat shrink type connector shall

be used. The connections on any wire 10 gauge or larger in diameter **must** have a mechanical connection (uninsulated crimp), as well as be soldered and heat shrunk regardless of location.

- All lights will be synchronized together.

- The installer is responsible for providing and installing all wiring, shop supplies, and any equipment not specifically listed as being provided by the City of Mobile; as necessary for a professional installation of the above listed items.

- All installations must be professional, neat in appearance, and performed by one organization. All manners of installation and wiring must be uniform and appropriate for the equipment being used as well as comply with industry standards.

- All wires will be routed behind trim and floor covering and positioned as to not interfere with other components.

- Any hardware not provided by the equipment manufacturer that the installer uses to mount equipment to the vehicle outside of the passenger compartment must be stainless steel.

*** **Install shall include a Harris radio wiring kit to be provided to the contractor by the City of Mobile.**

**** **Install shall include an Axon Signal Vehicle Video Recording System which will also be provided to the contractor by the City of Mobile.**

NON-PATROL BUILD

Vendor shall provide the emergency equipment listed and provide installation of the products into City of Mobile provided Chevrolet Tahoes. The City will be responsible to deliver the vehicles to the vendor and to pick them up when installation is completed.

The Non Patrol Build Tahoe shall consist of the 2021 year model full size Chevrolet Tahoe PPV with 2-wheel drive

The following Chevrolet Police Package Vehicle Opitions were included when the vehicles were built: 6J7 Flasher, 6J3 Grille Wiring, 6J4 Horn Siren Circuit Wiring, Whelen Arges Spotlight, 6C7 Interior Dome Lamp, 5Y1 20% Front Seat Delete, and fitted front and rear floor mats.

The following emergency equipment is computer controlled and/or must be designed to be compatible. The following products shall be provided and installed on the above vehicle:

1. **(1) SoundOff Signal ETSA481CSR – 400 series console mount siren control.**
2. **(1) SoundOff Signal ETSS100N – 100N series composite speaker w/ universal bracket.**
3. **(1) MNSTAR SOLUTIONS PD-B6I6 - 12 position split fused distribution block. This product must have 6 constant power, 6 switched power, and 12 ground connections.**
4. **(2) SoundOff Signal ENFSWP3E – nFORCE windshield permanent mount, 18" hard wire w/ sync option, SAE class 1 & CA Title 13 compliant, 9-32 Vdc, black housing, 12 LED, dual color – blue/white.**
5. **(6) SoundOff Signal EMPS2QMS4E – mPower 4" fascia light quick mount, 18" hard wire w/ sync option, SAE class 1 & CA Title 13 compliant, 9-32 Vdc, black housing, 12 LED, dual color – blue/white. This product must have Dow Corning ClearDuty silicone molded one piece housing and optic design for longer life and to resist gravel pitting, scratching, or cracking.**
6. **(1) SoundOff Signal ECVDMLTST4G – interior cargo/LED dome light, flush mount w/ grey base, 6" x 3", white LEDs.**
7. **(1) Gamber Johnson GJ-MBL1 – This is a kit which consists of:**
    - **(1) Gamber Johnson 7170-1566 – Wide body console box for 2021 Tahoe 13.5" in height x 14.54" in width x 28.66" in depth.**
    - **(1) Gamber Johnson 7160-0846 – dual internal cup holder**
    - **(2) Gamber Johnson 7110-1013 – side armrest**
8. **(1) Setina GK11191B1SHKSSCA – Blac-Rac standalone mount universal rifle and shotgun rack.**
9. **(1) Setina GF1092TAH15 – base for Blac-Rac standalone mount universal rifle and shotgun rack.**
10. **(1) GC Electronics 35-3370-BU - 12 VDC 30 Amp SPST rocker switch with red LED indicator.**

Installation details:

Item # 1 – SoundOff Signal ETSA481CSR – shall be installed as per manufacturer's specifications in the Gamber Johnson console with a specific bracket. Wiring connections for this item will be connected as follows:

Power:	Attached to ignition power on MNSTAR Solutions fused distribution block.
Ground:	Attached to ground on MNSTAR Solutions fused distribution block.
Speaker:	Attached to factory wiring harness that is connected to siren speaker.
Horn Ring:	Attached to factory wiring harness that is connected to the vehicle horn switch.
Mic Bracket:	Will be mounted to Gamber Johnson console

Item # 2 - SoundOff Signal ETSS100N - shall be installed as per manufacturer's specifications to the core support using the supplied bracket and using stainless steel hardware.

Item # 3 - MNSTAR SOLUTIONS PD-B6I6 - shall be installed per manufacturer's specifications inside the Gamber Johnson console. It will protect as well as provide power for all aftermarket equipment. Wiring connections for this item will be connected as follows:

Constant Power: Connected to constant power on front factory upfitter harness.
Ignition Power: Connected to ignition power relays on front factory upfitter harness.
Ground: Connected to ground on front factory upfitter harness.

Item # 4 – SoundOff Signal ENFSWP3E – will be installed as per manufacturer's specifications and using appropriate hardware to the headliner above the front seats and touching the front windshield.

Item # 5 - SoundOff Signal EMPS2QMS4E - shall be installed as per manufacturer's specifications. One set will be installed on the front driver and passenger fenders and aligned horizontally. One set will be installed on the panel above the tail lights and aligned vertically. One set will be installed on the panel beside the tag and aligned horizontally.

Item # 6 - SoundOff Signal ECVDMLTST4G - shall be installed as per manufacturer's specifications and centered on the inside of the rear hatch.

Item # 7 Gamber Johnson 7170-1566 – shall be installed as per manufacturer's specifications. The Gamber Johnson console will be installed between the front two seats. The dual internal cup holder and additional arm rest will be installed on the Gamber Johnson console.

Item # 8 - Setina GK11191B1SHKSSCA - shall be installed as per manufacturer's specifications behind the Gamber Johnson console.

Item # 9 - Setina GF1092TAH15 - shall be installed as per manufacturer's specifications behind the Gamber Johnson console.

Item # 10 - GC Electronics 35-3370-BU – shall be installed as per manufacturer's specifications in the rear hatch area. It will control the rear cargo area light. It will be wired as follows:

Earth: Connected to nearest available ground point.
Load: Connected to power on the rear cargo area light.
Supply: Connected to constant power on MNSTAR Solutions fused distribution block.

Additional Requirements:

Mobile Radio Wiring – the wiring harnesses for this item will be connected as follows:

Power: Connected to constant power on the MNSTAR fused distribution block.
Ignition: Connected to ignition power on the MNSTAR fused distribution block.
Ground: Connected to ground on the MNSTAR fused distribution block.

There are 2 power wiring harnesses, 1 for the head unit (display) and 1 for the MRU unit (brain). The head unit will be mounted on the Gamber Johnson console using the specific bracket. The MRU will be mounted inside the Gamber Johnson console with a specific Harris bracket. A 3pin data cable will run between these 2 units. A Harris combination radio and GPS antenna will be installed on the rear of the roof. A RG-58 coaxial antenna cable and a GPS antenna cable will run from the combination antenna and terminate with a TNC connector and a SMA connector respectively at the location of the MRU. A radio speaker will be mounted with the supplied mounting bracket and hardware inside the Gamber Johnson console.

Factory Flashers –The factory flashers are factory installed. There will be an activation wire in the factory upfitter wiring harness that will be extended and connected to the SoundOff control unit so as to activate when programmed to.

- The installer will furnish to the City of Mobile a full diagram listing where The wire runs are located and listing what wiring scheme is being used (EX: Red=Constant Power, Yellow=Ignition Power, Black=Ground, Pink=Trigger, Blue and Brown=Siren, ETC).

- A warranty and service agreement will be made detailing what service will be provided and for what length of time to be provided with your bid response.

- The company awarded the contract or its contractor shall stock replacement parts or have them readily available for repairs.

- All wiring shall be protected by a raceway, channel, loom, or conduit. Any wiring outside of the passenger compartment shall be loomed. Any connections made outside of the passenger compartment shall be soldered and heat shrunk, or at minimum a heat shrink type connector shall be used. The connections on any wire 10 gauge or larger in diameter **must** have a mechanical connection (uninsulated crimp), as well as be soldered and heat shrunk regardless of location.

- All lights will be synchronized together.

- The installer is responsible for providing and installing all wiring, shop supplies, and any equipment not specifically listed as being provided by the City of Mobile; as necessary for a professional installation of the above listed items.

- All installations must be professional, neat in appearance, and performed by one organization. All manners of installation and wiring must be uniform and appropriate for the equipment being used as well as comply with industry standards.

- All wires will be routed behind trim and floor covering and positioned as to not interfere with other components.

- Any hardware not provided by the equipment manufacturer that the installer uses to mount equipment to the vehicle outside of the passenger compartment must be stainless steel.

*** **Install shall include a Harris radio wiring kit to be provided to the contractor by the City of Mobile.**

MOBILE
ALABAMA

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 insure 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:7/19/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Jones

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Dolbear	Cover Memo	7/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 1:46 PM

R E S O L U T I O N

Sponsored by: Councilmember Jones

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Garret Dolbear is appointed to the Mobile City-County Youth Council effective immediately.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:
Chief Paul O. Prine, MPD

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
Authorize a grant application to the Department of Justice, Bureau of Justice Assistance, in the amount of $163,977.00 for the FY22 Edward Byrne Memorial Justice Assistance Grant (JAG). There is no match requirement.

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds $163,977.00	**Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	7/11/2022

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	7/12/2022 - 12:30 PM
Legal	Kern, Chris	Approved	7/12/2022 - 12:56 PM
Legal	Kern, Chris	Approved	7/12/2022 - 12:57 PM
Mayors Office	Montgomery, Brandi	Approved	7/14/2022 - 2:46 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept, and receive a Notice of Award and Memorandum of Agreement for grant assistance in the amount of $163,977.00, from the Bureau of Justice Assistance, for the FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG).

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Justice or Bureau of Justice Assistance. The Memorandum of Agreement for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council member William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

7/19/2022

Funding Source

Project # 35 Reed Avenue South - ME-374-17 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 35 Reed Avenue South	Cover Memo	7/13/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	7/13/2022 - 3:31 PM
City Clerk	Gauthier, Lana	Approved	7/14/2022 - 3:06 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 **35 REED AVENUE SOUTH** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 7, 8 and 14;*** *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 **35 REED AVENUE SOUTH** described as:

LOT 21 OF CHIDESTER PL DBK 89 PGS 284-85 #SEC 25 T4S R1W #MP29 07 25 0 007

Parcel Number: 29 07 25 0 007 346

Last Assessed to: SIBLEY STEPHEN C/O VIVIAN SIBLEY

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/removal trash and debris*** 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 12, 2022

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 19, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **35 REED AVENUE SOUTH.** OWNED BY OR MAY HAVE AN INTEREST: **SIBLEY STEPHEN C/O VIVIAN SIBLEY** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 07 25 0 007 346
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2019

Report Date - 5/22/2019 6:47:29 PM

Property Address

35 S REED AVE

Property Details			
Parcel Keyx	00815345	Local Historic Registry	Old Dauphin Way
Status	Scored	National Historic Registry	Old Dauphin Way
Blight Zone		Council District	2
Structure Type	OUT BUILDING	Flood Zone 2018/2019	/
Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	N
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	N
Vacant	N	Fire Damage	N
Open Bldg Permits	N	Roof Damage	N
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	Y
Survey Date	2/1/2019 12:00:00 AM	Comments	Shed dilapidated
Property Score			
Score	41	Score Description	Review Committee

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 05/26/2022

Property Address: 35 S. Reed Avenue **District No:** 2

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

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

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

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

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

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

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

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

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

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

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

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

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or 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.


07.11.2022


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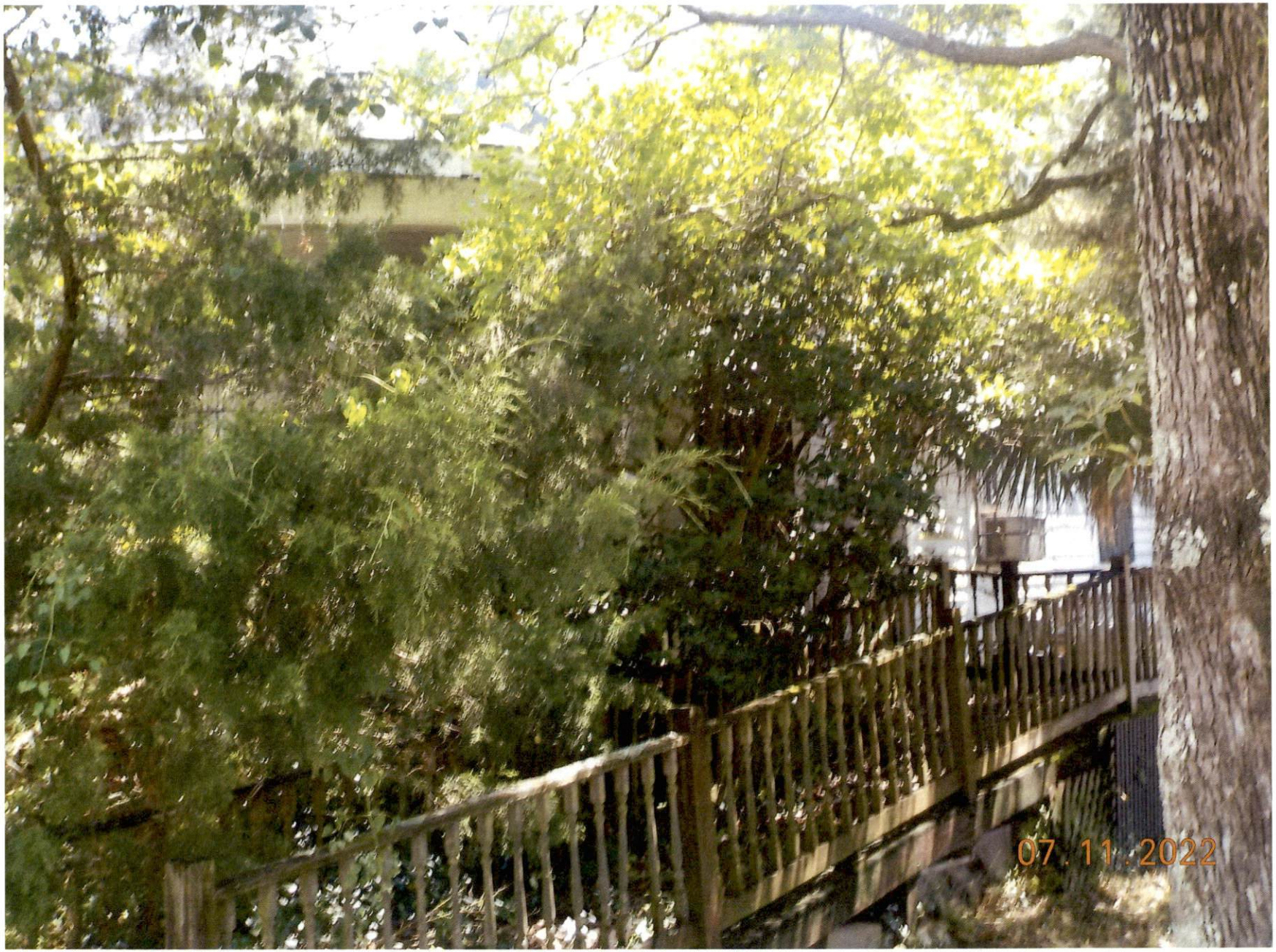

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Affidavit of Mailed Notice

July 12, 2022

State of Alabama
County of Mobile

Subject Property – 35 Reed Avenue South.

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

MOBILE
ALABAMA

Vivian Ulla Sibley
P.O. Box 373
Point Clear, AL 36564

May 27, 2022

RE: **35 S. Reed Avenue**
Project Number: ME-374-17

Dear Vivian Ulla Sibley:

On May 26, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 35 S. Reed Avenue.

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

LOT 21 OF CHIDESTER PL DBK 89 PGS 284-85 #SEC 25 T4S R1W #MP29 07 25 0 007

Parcel Number: 29 07 25 0 007 346

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;

(8) Those properties where any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the City of Mobile building or fire code, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety;

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 14, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **July 14, 2022,** provide the Code Official with a work plan to accomplish the repairs by **July 14, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **July 14, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on July 19, 2022 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

---UPDATE---

RE: 35 Reed Ave. S. ---UPDATE--- Date: May 24, 2022

FROM: Rhonda D. Lewis, Real Estate Dept.

TO: Business Services / Municipal Enforcement Division

Title Report effective date: May 18, 2022

Per the Title Report, the owner is: Vivian Ulla Sibley, as established under the Estate Proceedings for Stephen Gregory Sibley, deceased, Mobile County Probate Case File No. 2014-1100.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS	NOTES
1 Vivian Ulla Sibley P.O. Box 373 Point Clear, AL 36564	Owner per Probate Case no. 2014-1100, estate proceedings of Stephen Sibley
2 Vivian Ulla Sibley 35 Reed Ave. S Mobile, AL 36604-1258	Owner / Subject Property

TAX STATUS: Paid

Parties with recorded liens per Title Report: None

Open Mortgages: None.

Lis Pendens

Lis Pendens filed by City of Mobile against Stephen Sibley on September 11, 2017, in LR Book 7553, page 1580.

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council member William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

7/19/2022

Funding Source

Project # 1415 Eslava Street - ME-033-22 **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 - 1415 Eslava Street	Cover Memo	7/13/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	7/13/2022 - 3:35 PM
City Clerk	Gauthier, Lana	Approved	7/14/2022 - 3:07 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 **1415 ESLAVA 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 **1415 ESLAVA STREET** described as:

LOT 17 BLK 18 GLENDALE PARK DBK 61 N S P 316 #SEC 22 T4S R1W #MP29 10 22 3 003

Parcel Number: 29 10 22 3 003 092

Last Assessed to: LOPER ANTHONY W & COLLIE

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 12, 2022

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 19, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1415 ESLAVA STREET.** OWNED BY OR MAY HAVE AN INTEREST: **LOPER ANTHONY W & COLLIE** 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 22 3 003 092
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1415 ESLAVA STREET

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

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

Property Score			
Score	70	Score Description	DEMO

NUISA' 'E ABATEMENT INSPECTION CHF 'KLIST

MEO: M. Davis **Date:** 05/26/2022

Property Address: 1415 Eslava 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.


07.11.2022


07 11 2022


07 . 11 . 2022


07.11.2022


07.11.2022


07. 11. 2022


07.11.2022


07.11.2022


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07 . 11 . 2022


07 . 11 . 2022


07 . 11 . 2022

Affidavit of Mailed Notice

July 12, 2022

State of Alabama
County of Mobile

Subject Property – 1415 Eslava 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 **4** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Anthony W. and Collie Loper
1414 Eslava Street
Mobile, AL 36604-1908

May 27, 2022

RE: **1415 Eslava Street**
Project Number: ME-033-22

Dear Anthony W. and Collie Loper:

On May 26, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1415 Eslava Street.

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

LOT 17 BLK 18 GLENDALE PARK DBK 61 N S P 316 #SEC 22 T4S R1W #MP29 10 22 3 003

Parcel Number: 29 10 22 3 003 092

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:** (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 an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(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 14, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **July 14, 2022,** provide the Code Official with a work plan to accomplish the repairs by **July 14, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **July 14, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on July 19, 2022 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1415 Eslava St. Date: May 26, 2022

FROM: Rhonda D. Lewis, Real Estate Dept.

TO: Business Services / Municipal Enforcement Division

Title Report effective date: May 25, 2022

Per the Title Report, the owner is: Anthony W. Loper and Collie Loper

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Anthony W. and Collie Loper 1414 Eslava St. Mobile, AL 36604-1908	Owners
2	Anthony W. and Collie Loper 1415 Eslava St. Mobile, AL 36604-1907	Owners / Subject Property
3	Collie Loper 1414 Church St. Mobile, AL 36604-1904	Owner / Alternate Address

TAX STATUS: PAID

Parties with recorded liens per Title Report:

4	Credit Acceptance Corp. c/o Ben L. Zarzaur, Esq. P.O Box 11366 Birmingham, AL 35202	JUDMT: Credit Acceptance Corp. vs. Anthony Loper, recorded in Mo. Co. Probate Ct. 2.11.14, LR K 7199 PG 355

Open Mortgages: None.

Lis Pendens: None.

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 1:56 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE COST OF PURCHASING A NEW LAMINATOR

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-01 / 10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SCHOOL RESOLUTION - OLD SHELL ROAD SCHOOL OF CREAIVE AND PERFORMING ARTS	Cover Memo	7/13/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	7/13/2022 - 10:52 AM

60- 2022

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

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$1,000.00** to Old Shell Road School of Creative and Performing Arts, from his discretionary funds*; and

WHEREAS, *Old Shell Road School of Creative and Performing Arts,* is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

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

WHEREAS, the Mobile City Council determines that this appropriation to *Old Shell Road School of Creative and Performing Arts will be used to assist with the cost of purchasing a new laminator,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to Old Shell Road School of Creative and Performing Arts 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:7/19/2022

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMAN SCOTT JONES

Purpose and Scope of Project:
FUND WILL BE USED FOR THEIR FUNDRAISING EVENT ON AUGUST 9, 2022

Amount of Contract:
$2,000.00

Funding Source

Project # DSC-06 / 10041020-42080 **Discretionary Funds** DSC-06

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - UNIVERSITY OF SOUTH ALABAMA	Cover Memo	7/12/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	7/12/2022 - 2:06 PM

60- 2022

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

Sponsored by: *Councilmember Scott Jones*

WHEREAS, *Councilmember Jones wishes to appropriate **$2,000.00** to University of South Alabama dba JAG-GALS Jaguar Athletic Fund, from his discretionary funds*; and

WHEREAS, *University of South Alabama dba JAG-GALS Jaguar Athletic Fund,* 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 *University of South Alabama dba JAG-GALS Jaguar Athletic Fund will be used for their fundraising event on August 9, 2022* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,000.00** to University of South Alabama dba JAG-GALS Jaguar Athletic Fund 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:7/19/2022

Submitted by:

Chief Paul Prine, MPD

Sponsored by:

Mayor Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 1:49 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:

Joseph Snowden, Executive Director of Administrative Services

Sponsored by:

Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Adminstrative Services	Gauthier, Lana	Approved	7/15/2022 - 2:46 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/19/2022 - 11:50 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To accept the resignations of Buff Teague and John Carnesale from the Board and to appoint Michael Anderson and Donald Foster to the Improvement District's Board of Directors.

Amount of Contract:

n/a

Effective Date of Contract:

7/26/2022

Funding Source

Project # Resolution Approving the Appointments of New Directors of the Improvement District - McGowin Park

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 Approving Appointments of New Directors of the Improvement District - McGowin Park Project	Resolution Letter	7/14/2022

REVIEWERS:

Department Reviewer	Action	Date

Legal	Barfield, Becky	Approved	7/14/2022 - 11:20 AM
Legal	Kern, Chris	Approved	7/14/2022 - 11:25 AM
Mayors Office	Montgomery, Brandi	Approved	7/14/2022 - 2:47 PM

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA APPROVING THE APPOINTMENTS OF NEW DIRECTORS OF THE IMPROVEMENT DISTRICT OF THE CITY OF MOBILE – MCGOWIN PARK PROJECT

WHEREAS, The Improvement District of the City of Mobile – McGowin Park Project, a public corporation organized by the City Council (the "Council") of the City of Mobile (the "City) under the laws of the State of Alabama (the "Improvement District"), is duly organized and existing under the provisions of Chapter 99A of Title 11 of the Code of Alabama (1975) (the "Act"); and

WHEREAS, the current Board of Directors of the Improvement District (the "Board") are Buff Teague, John Carnesale, and Travis Black; and

WHEREAS, Buff Teague and John Carnesale both tendered their respective resignation from the Board to the Council; and

WHEREAS, the Council desires to accept the resignations of Buff Teague and John Carnesale from the Board, and to appoint Michael Anderson and Donald Foster to the Improvement District's Board of Directors, in substitution of Buff Teague and John Carnesale.

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNCIL, as follows:

(1) That the Council hereby accepts the resignation of Buff Teague and John Carnesale, and they are hereby removed from the Board and relieved of all authority, rights and obligations in connection with their role on the Board.

(2) That Michael Anderson and Donald Foster are hereby appointed to the Board in substitution of the aforementioned Directors referenced above and will, respectively, assume all authority, rights and obligations in connection with their role on the Board.

_____
Chairman of the Mobile City Council

SEAL

Attest:_____
Clerk

{06482924.1}

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vertiv Corporation for annual maintenance service for Liebert uninterruptible power supply and cooling systems for MIT.

General fund.

Amount of Contract:

$15,155.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220707 Vertiv Agenda Package POs	Cover Memo	7/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/14/2022 - 2:46 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
11112	2022	(5000) INFORMATION TECHNOLOGY	ANNUAL MAINTENANCE SERVICE FOR LIEBERT UNINTERRUPTIBLE POWER SUPPLY AND COOLING SYSTEMS FOR MIT (PROFESSIONAL SERVICE)	$15,155.00	(295869) VERTIV CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00011112-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
VERTIV CORPORATION	MIT
1050 DEARBORN DR	651 CHURCH STREET
	MOBILE, AL 36602
COLUMBUS, OH 43085	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#251-432-1211	Delivery Reference
Fax 850-969-0855	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/22	295869	06/15/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER YOUR QUOTE #CPQ-310830-1.			
	CITY OF MOBILE 4851 MUSEUM DR MOBILE, AL 36608			
001	1751241 APM 30 (N+1) WB NRB41CCSAHA0890 2 ANNUAL PM ESSENTIAL (08/01/2022) - (07/31/2023)	1.00 EACH	4974.86000	4974.86
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			4974.86
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	1751243 APM45-90PERIPH NRMB0C4C2RA0S54 2 ANNUAL PM	1.00 EACH	585.14000	585.14

Bill To	Requisition 00011112-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
VERTIV CORPORATION	MIT
1050 DEARBORN DR	651 CHURCH STREET
	MOBILE, AL 36602
COLUMBUS, OH 43085	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#251-432-1211	Delivery Reference
Fax 850-969-0855	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/22	295869	06/15/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	ESSENTIAL (08/01/2022) - (07/31/2023)			
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			585.14
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	1750884 DS AIR DS042ADC1EI235S 4 ESSENTIAL (08/01/2022) - (07/31/2023)	1.00 EACH	4797.50000	4797.50
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			4797.50
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			

Bill To	Requisition 00011112-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/22	295869	06/15/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	1796651 DS AIR DS042ADC1EI098S 4 ESSENTIAL (08/01/2022) - (07/31/2023)	1.00 EACH	4797.50000	4797.50
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			4797.50
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 15155.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	15155.00	351601.16

Bill To	Requisition 00011112-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
VERTIV CORPORATION	MIT
1050 DEARBORN DR	651 CHURCH STREET
	MOBILE, AL 36602
COLUMBUS, OH 43085	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#251-432-1211	Delivery Reference
Fax 850-969-0855	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/22	295869	06/15/22			INFORMATION TECHNOLOGY

Account		Amount	Remaining Budget
INFORMATION TECHNOLOGY EXP	MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	06/14/22	MARK PEARSON	Auto approved by: 91057606
Approved	06/14/22	SCOTT KEARNEY	
Approved	06/23/22	MARK PEARSON	Auto approved by: 91057606
Approved	06/23/22	SCOTT KEARNEY	
Rejected	06/23/22	DONALD ROSE	Rejected by: 9105fola SEE REJE
Approved	07/07/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	07/07/22	DONALD ROSE	Approved by: 9105fola
Approved	07/07/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	07/07/22	JOHN PAINE	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for one 2022 Vactor 16in 15 cu yd vacuum truck on Freightliner chassis for Public Works.

Stormwater.

Amount of Contract:

$459,299.93

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

ATTACHMENTS:

Description	Type	Upload Date
20220714 Sansom Agenda Package POs	Cover Memo	7/14/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/14/2022 - 2:46 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
8451	2022	(F7000) MOTOR POOL	2022 VACTOR 16IN 15 CU YD VACUUM TRUCK ON FREIGHTLINER CHASSIS FOR PUBLIC WORKS (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$459,299.93	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008451-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	
Fax 251-631-3768	

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/20/22	190715	04/20/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	VACTOR TRUCK AS SPECIFIED: 2022 OR NEWER VACUUM TRUCK SA PER THE FOLLOWING' VENDOR TO PROVIDE 2022 VACUUM TRUCK CONSISTING OF A 2022 VACTOR #2115-16 2100i 16" VACUUM, 15 CU YD DEBRIS BODY MOUNTED ON 2022 FREIGHTLINER 1145D TAMDEN AXLE CHASSIS AS PER SOURCEWELL CONTRACT 101221-VTR AND SANSOM QUOTE #SECQ5036 DATED 7-12-2022	1.00 EACH	459299.93000	459299.93

Additional Description Notes

2022 OR NEWER FREIGHTLINER 2100i VACTOR TRUCK. REQUESTED BY PUBLIC SERVICES MAINTENANCE.

1 4050.70.00.0000.0000.0000.0000.0000.47120.
E C0446 .VEHICLEEXP. . 459299.93

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Deliver To

Requisition Link

Requisition Total 459299.93

***** Project Ledger Summary Section *****

Bill To	Requisition 00008451-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	
Fax 251-631-3768	

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/20/22	190715	04/20/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E C0446 .VEHICLEEXP. .		459299.93	3484971.54

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

Account	Amount	Remaining Budget
4050.70.00.0000.0000.0000.0000.0000.47120.	459299.93	

STORM WATER EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	07/14/22	JOHN PAINE	GL Allocation changed
Approved	04/14/22	NICHOLAS AMBERGER	
Approved	04/21/22	NICHOLAS AMBERGER	
Rejected	04/19/22	BRENDA RHODES	Need approval from Mr. DeLapp
Approved	04/21/22	BRENDA RHODES	
Approved	04/21/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/21/22	RELYA MALLORY	Auto approved by: 910511034
Queued	07/14/22	NICHOLAS AMBERGER	Auto approved by: 910511034
Pending		BRENDA RHODES	Auto approved by: 910511034
Pending		TIFFANY HOLLINS	Auto approved by: 910511034
Pending		RELYA MALLORY	Auto approved by: 910511034
Pending		DONNA MICHELE STANLEY	Auto approved by: 910511034
Pending		DONALD ROSE	Auto approved by: 910511034
Pending		SANDRA LEWIS	Auto approved by: 910511034
Pending		JOHN PAINE	Auto approved by: 910511034

Authorized By: _____ Date: _____
Signature

Sourcewell
Awarded Contract

Vactor Manufacturing

Sewer Vacuum

#101221-VTR

Maturity Date: 11/29/2025

Products & Services
Contract Documents
Pricing
Contact Information
Buy Sourcewell

Contract Documents

Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Contract #101221-VTR
Effective 11/29/2021 - 11/29/2025

Contract Documentation

- Contract

Competitive Solicitation Documentation

- Request for Proposal (RFP)
- Proof of Publication
- Proposal Opening Record
- Proposal Evaluation
- Comment & Review
- Board Resolutions

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Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

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Vactor 101221-VTR

Pricing for contract #101221-VTR offers Sourcewell participating agencies the following discounts:

- 3% discount off list price
- In addition to the discount off MSRP, volume discounts may be considered on a case-by-case basis.

*****PLEASE NOTE:** The Vactor RamJet and iMPACT products will have a flat $3,125 material surcharge included on all products. In addition, the TRUVAC product line (HXX, FLXX, Prodigy) will now include a flat $4,375 material surcharge.

VACTOR

EQUIPMENT PARTS & SERVICE TECHNOLOGY WHY VACTOR CONTACT US

For USA Dealers Only:

SHOW ALL STATES.

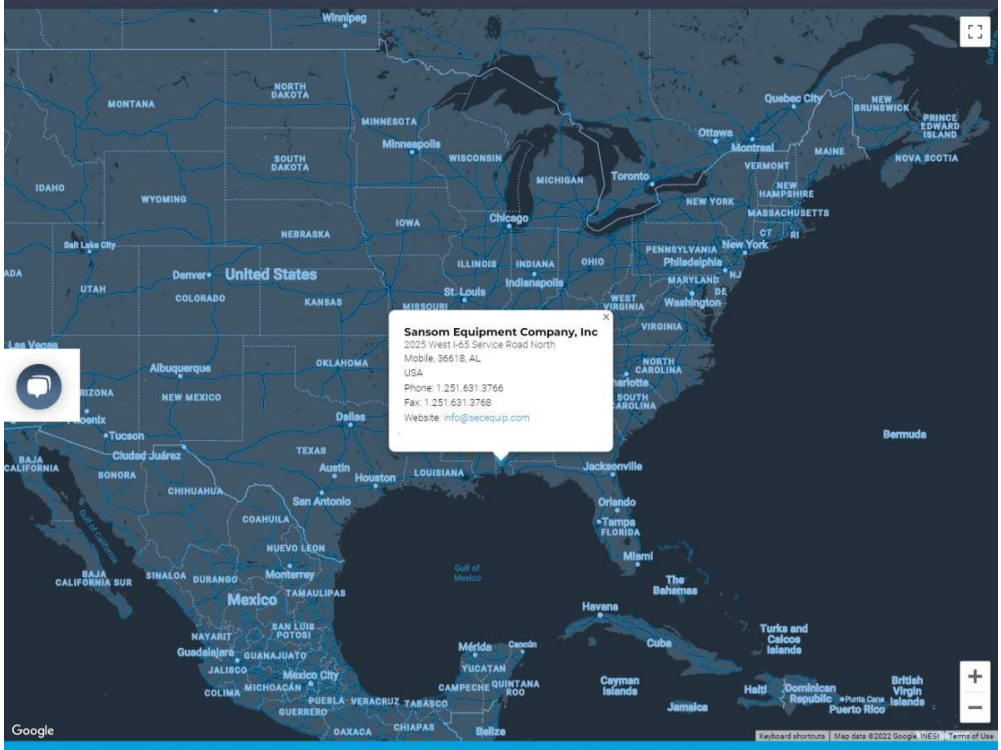
State: Alabama

County: Mobile in Mobile, AL

Sansom Equipment Company, Inc

Gives service to the following counties:

Autauga in Mobile, AL - Baldwin in Mobile, AL - Barbour in Mobile, AL - Bibb in Mobile, AL - Blount in Mobile, AL - Bullock in Mobile, AL - Butler in Mobile, AL - Calhoun in Mobile, AL - Chambers in Mobile, AL - Cherokee in Mobile, AL - Chilton in Mobile, AL - Chockaw in Mobile, AL - Clarke in Mobile, AL - Clay in Mobile, AL - Cleburne in Mobile, AL - Coffee in Mobile, AL - Colbert in Mobile, AL - Conecuh in Mobile, AL - Coosa in Mobile, AL - Covington in Mobile, AL - Crenshaw in Mobile, AL - Cullman in Mobile, AL - Dale in Mobile, AL - Dallas in Mobile, AL - DeKalb in Mobile, AL - Elmore in Mobile, AL - Escambia in Mobile, AL - Etowah in Mobile, AL - Fayette in Mobile, AL - Franklin in Mobile, AL - Geneva in Mobile, AL - Greene in Mobile, AL - Hale in Mobile, AL - Henry in Mobile, AL - Houston in Mobile, AL - Jackson in Mobile, AL - Jefferson in Mobile, AL - Lamar in Mobile, AL - Lauderdale in Mobile, AL - Lawrence in Mobile, AL - Lee in Mobile, AL - Limestone in Mobile, AL - Lowndes in Mobile, AL - Macon in Mobile, AL - Madison in Mobile, AL - Marengo in Mobile, AL - Marion in Mobile, AL - Marshall in Mobile, AL - Morgan in Mobile, AL - Mobile in Mobile, AL - Monroe in Mobile, AL - Montgomery in Mobile, AL - Perry in Mobile, AL - Pickens in Mobile, AL - Pike in Mobile, AL - Randolph in Mobile, AL - Russell in Mobile, AL - St. Clair in Mobile, AL - Shelby in Mobile, AL - Sumter in Mobile, AL - Talladega in Mobile, AL - Tallapoosa in Mobile, AL - Tuscaloosa in Mobile, AL - Walker in Mobile, AL - Washington in Mobile, AL - Wilcox in Mobile, AL - Winston in Mobile, AL



* Contact list best viewed in a modern browser such as Chrome, Firefox, or Edge.

Subscibe to Updates

First name* Last name*

Email* Company*

SUBMIT

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ISO 14001
Cookie Policy
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VACTOR
Subsidiary of Federal Signal Corporation

1621 S. Illinois Street
Streator, IL 61364
(815) 672-3171
(815) 672-2779
sales@vactor.com

Also of Interest sewage company sewer cleaning equipment Product Literature Library

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

November 5, 2021

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Smalls and Mayor Stimpson

Purpose and Scope of Project:

To install 3,200 linear feet by 8 feet high chain link fence at Brookley by The Bay

Amount of Contract:

$116,961.00

Funding Source

Project # Brookley By The Bay - Chain Link Fence Installation PR-061-22 **Discretionary Funds**

Project String C0720 CIP PARK BROOKLEY BY THE BAY (20002000-48010) **Contract Number:**3891

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	7/12/2022 - 3:04 PM
Capital	Rhodes, Brenda	Approved	7/12/2022 - 3:50 PM
Legal	Kern, Chris	Approved	7/12/2022 - 4:39 PM
Mayors Office	Montgomery, Brandi	Approved	7/14/2022 - 2:46 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:

Casi Callaway, Resilience Director; Kina Andrews, Public Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To amend existing contract for transport of collected recyclables to alternate recycling facility during closures of Emerald Coast Utilities Authority Materials Recycling Facility (ECUA MRF). Urgent due to current closure of ECUA MRF.

General Fund.

Amount of Contract:

NTE $60K

Funding Source

Project # **Discretionary Funds**

Project String 10042086 42060 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2022 Amendment Recycle Bin Rental Hauling	Cover Memo	7/11/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Holt, Robert	Approved	7/12/2022 - 7:58 AM
Legal	Kern, Chris	Approved	7/12/2022 - 9:06 AM
			7/12/2022 - 9:06

Legal	Kern, Chris	Approved	AM
Mayors Office	Montgomery, Brandi	Approved	7/14/2022 - 2:46 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to a contract by and between the City of Mobile and BFI Waste Services, LLC, d.b.a. Republic Services of Mobile, dated July 31, 2020, for recycling container rental and transportation services, in the amount not to exceed $60,000, 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

ADDENDUM TO AGREEMENT

THIS ADDENDUM to AGREEMENT (this "Addendum") is entered into on this ____ day of July, 2022 by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and BFI Waste Services, LLC, d.b.a. Republic Services of Mobile ("Contractor"), a for-profit company organized under the laws of the State of Delaware.

RECITALS

A. Contractor and the City entered into that certain Agreement for Recycling Container Rental and Transportation Services, on July 31, 2020 (the 'Agreement").

B. The Agreement provided in Exhibit A that the Contractor is to transport the City recyclable products ("Products") to the Emerald Coast Utilities Authority Materials Recycling Facility (ECUA MRF) in Cantonment, FL for disposal.

C. The ECUA MRF, on occasion, and with little advance notice, has closed its facility to the acceptance of City Products, for several days at a time.

D. City has rented in advance from Contractor two additional Product bins for Contractor to hold City Product during very brief periods of ECUA MRF closure lasting no more than four calendar days.

E. Neither the City nor the Contractor has the capacity to store Product during extended ECUA MRF closures.

F. It is in the City's interest to continue to provide citizens reliable, drop-off single-stream recycling services despite the periodic unavailability for extended periods of the City's primary Product processing location at the ECUA MRF.

G. The City requires additional services to transport City Products to an alternate processing location when the ECUA MRF is unable to accept the City's recyclables for periods extending beyond more than a four calendar days.

H. Contractor is uniquely situated and appropriately permitted and licensed to continue to pick up City Product and has available a Materials Recycling Facility ("Contractor MRF") at 7923 Tom Dr, Baton Rouge, Louisiana, to which Contractor can transport City Products, during extended ECUA MRF closures.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Article 1 of the Agreement is amended to add at the end of the paragraph the following sentence: <u>During mutually agreed upon periods when the Emerald Coast Utilities</u>

Authority Materials Recycling Facility ("ECUA MRF") is closed for an extended period, Contractor will transport City Product to the Contractor's Materials Recycling Facility ("Contractor MRF") at 7923 Tom Dr, Baton Rouge, Louisiana Contractor MRF instead of the ECUA MRF as required by Exhibit A. Contractor is responsible to ensure that all handling of City's Products will be in accordance with all permitting and licensing requirements applicable to the handling of such products.

2. Article 2 of the Agreement is amended to add an additional rate item: Rate per haul and transport of Recyclables to Contractor MRF: As mutually agreed upon but not to exceed $275 per ton.

IN WITNESS WHEREOF, this Addendum to the Agreement has been duly executed by the parties as of the day and year first above written.

The City of Mobile, Alabama

By:_____
William S. Stimpson
Mayor

Attested: _____
Lisa Lambert
City Clerk

BFI Waste Services, LLC, dba Republic Services of Mobile

By: _____

Name: Andrew J Rodgers

Title: G. M.

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Brandi G. Brooks, a notary public in and for said County in said State, hereby certify that Andrew Rodgers, whose name as Authorized Agent of the ~~Alabama Association of Fire Chiefs~~ BFI Waste Services, LLC, dba Republic Services of Mobile, a GM corporation, is signed to the foregoing contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he/she, as such Authorized Agent and with full authority executed the same voluntarily for and as the act of said non-profit corporation.

Given under my hand this the 11 day of July, 2022.

BRANDI G BROOKS
Notary Public
Alabama State at Large

Brandi G. Brooks
Notary Public
My Commission Expires: June 23, 2025

21-538

2020

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with BFI Waste Services, LLC, d/b/a Republic Services of Mobile, in an amount not to exceed $100,000.00 per year, for recycling equipment rental and hauling, 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: JUL 28 2020

City Clerk

City of Mobile

Project: Recycling Container
Rental and Transportation Service

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this 31st day of July, 2020 (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and BFI Waste Services, LLC, d.b.a. Republic Services of Mobile,(hereinafter "Contractor"), a for profit company organized under the laws of the State of Delaware

WHEREAS, the City desires to rent receiver bins to collect source-separated, single stream recyclable products ("Products") and have the Products transported for disposal to a Recycling Facility ("Services"); and

WHEREAS, the City has requested that Contractor provide these Services as well as equipment maintenance, during the term of this Agreement, and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work; Term.** The location, frequency and manner of the Services are as set out in **Exhibit A**, City of Mobile Bid 5429, Recycling Equipment Rental & Hauling, which is attached to this Agreement and incorporated by reference herein. The Executive Director, Public Works, or his designate, will be the City's point of contact for the Contractor to establish specific site locations, equipment requirements, and the timing, placement and operation of each Container in accordance with the terms found in **Exhibit A**. The Products to be collected and transported by Contractor shall be consumer recyclable products, to include paper, plastic, glass, and metal. The Products do not include hazardous, radioactive, volatile, corrosive, highly

flammable, explosive, biomedical, infectious, biohazardous, toxic, or listed or characteristic hazardous waste as defined by applicable law or any otherwise regulated waste, or any non-hazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature require either special handling, disposal procedures, including liquids for solidification at the landfill, documentation and/or regulatory authorization, or pose an unusual threat to human health, equipment, property, or the environment (Unacceptable Product). Contractor has the right to reject any Unacceptable Product, and title to and liability for Unacceptable Product shall not pass to Contractor. The term of this Agreement shall begin on the Effective Date and shall continue for three years.

ARTICLE 2. Rates. City will pay Contractor the following rates, billed monthly for services provided the preceding month:

Monthly rental of each 40-yard compactor receiver:	$72.50
Rate per haul and transport of recyclables to Recycling facility:	$316.00
Rate per preventive maintenance service visit for City compactor (to include inspection of hoses, electrical lines, hydraulic cylinder and external components, exterior metal framework and pressure setting, remove debris, on schedule as mutually agreed upon):	$375.00
Hourly rate for other repair services:	
Mon-Fri:	$45.00
Sat, Sun, Holidays:	$90.00

The total amount to be billed shall not exceed $100,000 per year.

ARTICLE 3. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**, the Bid Specification. Evidence of such insurance shall be included as **Exhibit B** to this contract.

ARTICLE 4. Breach of Contract: In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within thirty (30) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the event of Republic's failure to cure such breach or failure to perform, the Contract can be terminated upon at least thirty (30) days prior written notice by City. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within thirty (30)

days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 5. **Force Majeure**. Neither Provider nor the City shall be liable for damages for its failure to perform due to contingencies beyond its control including but not limited to strikes, riots, flooding, terrorism, fires or acts of God (a "Force Majeure Event"). No contingency under this section shall excuse the City from its obligation to make prompt payment of monies due and owing for services rendered. During any period when performance of a party's obligation is prevented by a Force Majeure Event, that obligation shall be suspended provided that the party whose performance is suspended shall resume performance as soon as reasonably possible upon cessation of the Force Majeure Event. The party claiming inability to perform shall notify the other party as soon as practical upon the beginning and ending of the Force Majeure Event. The parties may make reasonable efforts to perform the obligations of this Agreement during the Force Majeure Event. If Provider is reasonably willing or able to provide some level of the Services during a period of a Force Majeure Event, Provider's reasonable performance under the circumstances shall be sufficient, and partial performance shall not be considered a breach of performance

ARTICLE 6. **Indemnification:** Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 7. **Entire Agreement**: This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 8. **Governing Law and Venue**: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any

of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 9. **Licenses, permits, etc.**: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama.

ARTICLE 10. **No Agency Relationship Created**: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 11. **Nondiscrimination**: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 12. **Method of Payment**: Contractor shall be paid in arrears for services rendered, within thirty (30) days of the City's receipt of Contractor's invoice. Contractor shall submit electronic copies of invoices as directed separately by the Executive Director, Public Works. The City will remit payment for such invoices upon satisfactory completion of service, as verified by the Superintendent of Public Works. Inquiries regarding payment may be made to the Executive Director, Public Works, or to the Accounting Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633.

ARTICLE 13. **Termination of Contract**: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to Executive Director, Public Works, City of Mobile, P.O. Box 1827, Mobile, AL 36633. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement.

ARTICLE 14. **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.

ARTICLE 15. Notices. Notice for the City shall be mailed to:

Executive Director, Public Works
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Contractor shall be mailed to:
BFI Waste Services dba Republic Services of Mobile
3720 Varner Drive
Mobile, AL 36693

ARTICLE 16. Compliance with Alabama Immigration Law
By signing this Agreement, the contracting parties affirm, for the duration of this 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 this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 17. Boycotts
By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 18. Signatures:
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR,

_____, Its General Manager (title)
Andrew J. Rodgers
On behalf of Contractor, BFI Waste Services, LLC, d.b.a. Republic Services of Mobile

7/15/2020 Date

CITY,

_____
Its Mayor

7/29/20 Date

ATTEST:

_____
City Clerk
7-29-2020 Date

EXHIBIT A Bid Specification
EXHIBIT B Certificate of Insurance

CERTIFICATE OF SECRETARY

RELATING TO THE BID OR PROPOSAL TO PROVIDE RECYCLING EQUIPMENT RENTAL & HAULING FOR THE CITY OF MOBILE IN THE STATE OF ALABAMA

The undersigned, Secretary of **BFI WASTE SERVICES, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE NORTH AMERICA, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **ANDREW J. RODGERS** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 8th day of June, 2020.

Eileen B. Schuler, Secretary

MOBILE
ALABAMA

City of Mobile

Recycling
Equipment Rental & Hauling

BID NUMBER: 5429

BID DUE DATE – 11:00 AM, JUNE 23, 2020

INVITATION TO BID

Notice to Contractors:

Sealed bids for the below project will be received by the City of Mobile Purchasing Department, 205 Government Street, 4th floor South Tower, Mobile, AL, 36602, until **11:00 am local time, June 23, 2020**, and then publicly opened and read in the City of Mobile Purchasing Department, 205 Government Street, 4th Floor, South Tower, Mobile, AL 36602, or such other location as may be indicated nearby that location :

Bid Number:	5429
Project:	Recycling Equipment Rental & Hauling
Project Description:	Rental and Transport of Single-Stream Recycling Receiver Bins from Mobile, AL, to Material Recycling Facility in Cantonment, FL.

Contract documents and specifications for work may be found at the City of Mobile web page: www.cityofmobile.org/bids.

The City of Mobile operates a system of public drop-off 40-yard recycling bins placed in two locations on City-controlled property. These bins are located at the City's Western Administrative Complex, in Langan Park, across Museum Dr. from the Mobile Museum of Art, and on Pinehill Dr. between Government St. and Airport Blvd.. The bins collect unsorted, dry, consumer-generated recyclables. The bins are connected to WasteQuip Model 245IP stationary compactors, which are owned by the City of Mobile and operated by City attendants. Potential bidders are invited to view the sites at their discretion.

The City intends to hire a Contractor to provide the bins, and to transport the content of the loaded bins to the Emerald Coast Utilities Authority (ECUA) Material Recycling Facility (MRF) at 13009 Beulah Rd, Cantonment, FL 32533. The City also desires, as an optional item, to engage the rental and hauling Contractor, to provide preventive maintenance services, and on-call repair services, for the City-owned compactors.

Current recycling volumes are provided in the enclosed bid specifications.

All bids must be submitted on the attached proposal form.

Written questions regarding this bid opportunity must be submitted by **11:00am, June 18, 2020** to Purchasing@CityofMobile.org.

At the time of the signing of the Contract, the Contractor must furnish to the City a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy

naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The Contractor will also be required to possess a City of Mobile business license, and evidence of enrollment in E-Verify.

The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Bids must be submitted in a sealed envelope of any size and have the words "Bid for Recycling Equipment Rental and Hauling, in the City of Mobile, Alabama". The bid must delivered to and received by the Chief Procurement Officer, City of Mobile, 205 Government St., 4th Floor, South Tower, Mobile, Alabama 36602, not later than **11:00am, June 23, 2020**.

INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK:

1.1. The City of Mobile maintains two 40-yard drop-off recycling containers for public access from 7am – 6pm, Monday-Friday, and 7am – 4pm, Saturday-Sunday. The bins are located at permanent sites on Museum Dr at the City's Western Administrative Complex, in Langan Park opposite the Mobile Museum of Art, and on Pinehill Dr. between Government St. and Airport Blvd. The City collects a mixed stream of residential recyclable metal, paper, plastic, and glass in these bins, staffed by City attendants. The City has a contract with the Emerald Coast Utilities Authority (ECUA) to receive and process the City's collected recyclables.

1.2. The City is seeking services for rental and service of the recycling containers, to include maintenance, cleaning, repair, delivery, and pickup of the containers, and transport of the City's recycled product to the Emerald Coast Utilities Authority Material Recycling Facility (MRF) at 13009 Beulah Rd, Cantonment, FL 32533.

1.3. Additionally, the City is seeking services for regular maintenance, and for repair as needed, of the City-owned Wastequip 245IP compactors, and will consider award of such maintenance to the selected bin rental and transport contractor.

1.4. The City's current three-year contract for these services expires in July 2020. The City desires to enter a new three-year contract for these services. Historic usage of the existing bins can be found in **Exhibit A**.

1.5. Bins

1.5.1. The bins currently in use are 40 –yard roll off compactor receivers.

1.5.2. Bins will be clean, freshly painted in appearance, and suitable in look and design for public access and use. Contractor will be required to maintain these bins in excellent operating condition. Bin color, decoration, and operating characteristics are subject to review and approval by the City, for attractiveness and practical operation.

1.5.3. City will ensure sites are suitable for bin and compactor placement and for Contractor access.

1.5.4. Contractor will coordinate with the City in the placement and configuration of bins to allow reasonable and safe public access.

1.5.5. Contractor will be required to provide on-call pickup of full bins and transport to, and disposal of, product at the ECUA MRF 13009 Beulah Rd, Cantonment, FL 32533.

1.5.5.1. Contractor will service the bins for pick up and transport of contents to the ECUA MRF on an on-call basis by the City. Contractor will provide a same-day pickup if notified by the City before 10:00 am

that day. Notifications after 10:00 am will be hauled the next day before 7:00 am. Contractor will provide this service as needed seven days per week.

1.5.5.2. Contractor is responsible for the clean-up, collection, and disposal of spillage caused by loading and transport.

1.5.6. Contractor will maintain adequate reserve swap bins to ensure each compactor or public deposit site will be continuously accessible for public use. City will pay monthly rental only for the number of active publicly available bins regardless of the number of reserve bins maintained by Contractor.

1.6. Compactor connection: The City maintains two (2) WasteQuip Model 245IP Compactors ("Compactor") to which the Contractor will be expected to connect Contractor-provided receiving bins. The Compactors have a 2 cubic yard charge box.

1.6.1. Contractor is to provide all hook up and disconnect of bins from the City stationary compactor.

1.6.2. Contractor will provide reasonable assistance to the City in the operation of the Compactor.

1.6.3. City may provide other Compactors that will require Contractor to change bin-type or size during the period of the contract, at a mutually agreed upon price for any alternate bin selection.

1.7. Placement and Quantity: Contractor will be required to be flexible, and responsive, in the placement of bins.

1.7.1. Contractor will be required to place initial bins within two weeks of contract commencement.

1.7.2. The City may expand or reduce the number of bins, or change location of the bins in the City recycling program during the contract period. Contractor will be required to place additional bins as required and to be able to change bin locations within three calendar days of notification of a relocation request.

1.7.3. Contractor will be required to place additional containers, or substitute bin size and types within two weeks of notification.

1.8. Product Transport: Contractor will be familiar with and comply with the requirements of this contract with respect to Contractor's delivery of product to the ECUA MRF as a City Contractor.

1.8.1. Contractor will segregate City recycled product for hauling to the ECUA MRF for tracking and billing purposes. Contractor may elect any process to collate and transport City product from the bin collection site to the ECUA MRF, but must ensure that City product as delivered to the ECUA MRF must not be comingled with other recyclables.

1.8.2. The City shall be responsible for any tipping fees at the ECUA MRF or the Perdido Landfill. City will pay any penalties or service charges by ECUA for product rejection or reloading of rejected product, or Perdido Landfill tip fees. Contractor is responsible for the costs associated with additional service times and transportation expenses that might arise due to do a rejected load or unavailability of the ECUA site for deliveries

1.8.3. Contractor shall provide the City with copies of any tip tickets for delivery to the ECUA MRF for each transport.

1.8.4. Contractor recognizes and accepts the possibility that a load may be rejected by the ECUA MRF, which may result in the diversion of any load from the MRF to the proximately located Perdido Landfill. Contractor will provide this diversion transport, when required, at no extra cost to the City.

1.9. Compactor maintenance: If additionally awarded, Contractor will provide manufacturer recommended monthly maintenance services for the City-owned compactors. Contractor additionally will provide on-call repair services with timely response times within 24-hours of service call.

1.10. The City will provide signage, public education, and compactor operation. Contractor will cooperate with the City in the promotion of this recycling service.

1.11. Contractor is responsible for provision of adequate transportation assets and all fuels, tolls, permits, fees, or other expenses involved in transporting the contents.

1.12. There is no guarantee on the volume of recyclables that will be collected and number of hauls that will be required.

1.13. City will compensate Contractor for the following items:

1.13.1. Rental of agreed upon number and type of binsi

1.13.2. Individual pick up of material from a City public recycling site. Transport of the material to the ECUA MRF will be included in the pick-up fee for each bin.

1.13.3. If agreed to for price and service level, monthly maintenance service fees for City-owned compactors.

1.13.4. Pre-quoted and approved extra fees for labor and parts to repair City-owned compactors in addition to routine maintenance services.

1.14. Contractor will submit invoices to the City monthly for services provided in the preceding month, detailing all services provided, to a point of contact designated by the Executive Director, Public Works.

1.15. Upon completion of the contract, Contractor will remove their containers from the City site, unless a separate arrangement is otherwise mutually agreed upon.

1.16. The term of this contract will begin upon execution by both parties and be in effect for three years.

2. **ADDITIONAL BIDDER REQUIREMENT** Contractor must be financially stable and have an established track record in the operation of municipal waste or recycling collection and hauling in the Southeast United States. Contractors currently in receivership or have filed for bankruptcy protection within the last five years are ineligible for contract award. Discretion as to whether a Contractor successfully meets this minimum requirement will exclusively reside with the City.

3. **BID SUBMISSION:**
   3.1. **Exhibit B** contains the form to be used for submitting the bid. Bidders may include additional documentation with the bid to describe services to be provided.
   3.2. Questions regarding the bid solicitation must be submitted in writing, addressed to City of Mobile, Procurement Department, P.O. Box 1827, Mobile, Alabama 36633, or by email to Purchasing@CityofMobile.org. In order to receive consideration, the request must be received not later than **11:00 am, June 18, 2020**. Replies, or any supplemental instructions, if provided, will be publicly posted at www.CityofMobile.org/Bids for all prospective bidders, not later than **11:00 am, June 19, 2020**.
   3.3. Each Bid must give the full business address of the Bidder and be signed by someone with authority to bind the Bidder. Please print the name and position of the person signing the bid.

4. **SPECIFICATIONS AND SCHEDULES:** The specifications that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. The City Standard Service Contract form is found at **Exhibit C.**

5. **ADDENDA:** The City may publish prior to bid submission due date Addenda to this Bid Specification that materially changes terms, conditions, or specifications of this Bid. Prospective bidders are responsible to be aware of any Addenda.

6. **INSURANCE:** The City requires Contractor to demonstrate evidence of adequate insurance at contract execution. Contractor shall have and maintain during the life of the contract the following minimum policy amounts that shall name the City of Mobile, its agents and employees, as additional insured. The insurance policies shall be primary and non-contributory in relation to any other insurance available to the City. Contractor will not change or terminate the policies without the written consent of the City, and will not do anything to cause any of the insurance to be

invalidated in whole or in part. The issuing insurer will provide 30-days written notice of cancellation to the City.

6.1. **Worker's Compensation – Employers' Liability Insurance:** Said insurance must not be less than the limits of $1,000,000 for Employer's Liability (each accident); $1,000,000 for Employer's Liability disease (policy limit); and $1,000,000 for Employer's Liability disease (each employee).

6.2. **Commercial General Liability Insurance (CGL):** Policy limits for CGL must be at least $1,000,000 per occurrence and general aggregate, and the CGL policy must be an occurrence-based policy with Products-Completed Operations Hazard coverage as well as a "Separated of Insureds" provision. Said CGL policy also shall not contain a "Cross Suits Exclusion" provision. The general aggregate limit shall be on a per project basis (not a per policy basis).

6.3. **Comprehensive - Automobile Liability insurance including owned, non-owned, and hired vehicles.** Limits of $1,000,000 combined single limit covering "Any Auto" utilized by the Contractor, its agents, servants, or employees in any way for its work under this Contract. In the event a policy covering "Any Auto" is not available, said policy shall cover at a minimum, owned, non-owned, and hired vehicles.

6.4. **Property Insurance.** It is the responsibility of the Contractor to provide coverage for the Contractor's equipment, materials, and tools under a Contractor's Risk policy or other insurance policy, and the Contractor is responsible for any deductibles under any such policy.

7. **TIME FOR RECEIVING BIDS:** Bids must delivered to and received by the Chief Procurement Officer, City of Mobile, 205 Government St., 4th Floor, South Tower, Mobile, Alabama 36602, **not later than 11:00 am, June 23,2020.** Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Bids prematurely opened because they were improperly addressed or marked will not be considered. Telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

8. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

9. **BIDDERS PRESENT:** Bids will be opened at approximately **11:00 am June 23, 2020** at the City of Mobile Procurement Department, 205 Government Street, 4th Floor, South Tower, Mobile, AL 36602, or such other location as may be indicated nearby that location. Bid contents will be made public for the information of Bidders

and others properly interested, who may be present either in person or by representation.

10. **AWARD OR REJECTION OF BIDS:** A Bidder to whom the award is made will be notified at the earliest possible date. The City, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the City. The City also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the City, in a position to perform the Contract.

11. **ERRORS IN BID:** Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Exhibits: A. Historic Volume of Recycling Product
B. Bid Proposal
C. Sample Contract

EXHIBIT A Historic Volume of Recycling Product

Month	Recycling in Tons 2016-2017	Number of Cars per Month	# of Pulls per month 2017-2018	Recycling in Tons 2017-2018	Number of Cars per month for 2018-2019	# Of Pulls 2018-2019	Recycling in Tons 2018-2019	Number of Cars per month for 2019-2020	# Of Pulls 2019-2020	Recycling in Tons 2019-2020
Pinehill October		6,369	22	55.19	7,124	12	**79.93**	**6,745**	10	**63.42**
WAC October		2,973	4	29.22	4,086	6	**45.23**	**4,419**	7	**49.93**
Pinehill November		5,638	20	46.29	6,661	12	83.21	6,780	12	70.12
WAC November		3,149	3	35.58	4,088	5	31.68	4,509	7	48.73
Pinehill December		6,969	23	75.62	8,501	13	93.09	8,275	15	89.68
WAC December		3,607	5	32.26	4,653	8	53.94	6,022	10	54.59
Pinehill January		6,071	13	77.89	8,417	16	96.24	7,078	14	79.85
WAC January		3,468	6	45.79	4,396	6	50.08	5,155	8	49.52
Pinehill February		6,013	9	77.05	6,492	12	79.71	6,591	13	75.26
WAC February		3,089	7	48.16	4,113	6	38.11	4,637	7	41.58
Pinehill March		6,650	10	73.42	7,181	11	80.65	7,629	19	0
WAC March		3,907	6	42.84	4,299	8	46.56	5,731	8	0
Pinehill April		6,407	10	61.16	6,912	12	79.53			0
WAC April		3,376	6	39.49	4,376	7	44.1			0
Pinehill May		6,574	12	72.42	7,193	13	81.63			0
WAC May		4,054	7	46.09	4,688	8	54.62			0
Pinehill June		6,425	13	71.78	6,527	13	81.27			0
WAC June		3,568	7	43.91	4,324	10	56.35			0
Pinehill July	7.0	6,849	13	60.28	7,428	12	75.54			0
WAC July	55.1	4,035	7	52.06	4,850	8	48.59			0
Pinehill August	87.6	7,433	13	82.32	7,654	13	77.54			0
WAC August	30.9	4,097	6	55.1	4,493	7	43.67			0
Pinehill September	52.4	6,447	12	78.88	6,965	11	76.96			0
WAC September	64.7	4,040	7	52.18	3,885	7	46.55			0.00
PINEHILL	147.0	77,845	170	832.3	87,055	150	985.3	43,098	83	378.33
WAC	150.7	43,373	71	521.62	52,251	86	559.48	30,473	47	244.35
YEAR TOTAL (BOTH LOCAT	**297.7**	**121,218**	**241.0**	**1353.98**	**139,306**	**236**	**1544.78**	**73,571**	**130**	**622.68**

EXHIBIT B BID PROPOSAL

(Submit with Bid)

The undersigned, as Bidder, hereby declares that the Bidder has examined the scope of the work and is fully aware of conditions pertaining to the places where the work is to be done. The Bidder also declares that the Bidder has carefully examined the Instructions to Bidders, the General Conditions of the Specifications, as well as the premises and the conditions affecting the work to be performed: **Recycling Equipment Rental, Operation, and Hauling, City of Mobile Bid No. 5429**.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama, to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to perform the services set of this project.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Purchasing Department, P.O. Box 1827, Mobile, Alabama 36633, or by email to Purchasing@CityofMobile.org. In order to receive consideration, the request must be received not later than **11:00 am, June 18, 2020**. Any such interpretation, or any supplemental instructions, if provided, will be publicly posted at www.CityofMobile.org/Bids for all prospective bidders, not later than **11:00 am, June 19, 2020**.

Bid Amount and Certification

Bins Rental and Haul– all bins to have customer ground-level access doors for product placement

40 Yard Compactor Receiver (Compatible with Wastequip 245IP)
Rent 40 yard roll off compactor receiving bin/month _____

Rent 2 of above bins total/month..... _____

Haul 40 yard roll off compactor receiving bin-each ..... _____

Total to Haul above 8 times/month..... _____

TOTAL MONTHLY RATE BID AMOUNT (total all monthly rates).... _____

Optional Service Plan for Wastequip 245IP Stationary Compactor

Monthly/Annual Service plan rate per compactor ....._____

Frequency of preventive maintenance visits: _____

Preventive maintenance services to be completed inclusive in the plan price (describe below or attach separately):

_____

_____

_____

Hourly Rate for additional repairs (response within 24 hours of notice): _____

Signature of Bidder

_____
Bidder Corporate Name

_____
Signature

_____ _____
Printed Name Title

_____
Address

_____ _____
Email Phone

EXHIBIT C: Sample Contract

City of Mobile

Project: Recycling Container
Rental and Transportation Service

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this ____day of _____, 20__ (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and _____,(hereinafter "Provider"), a for profit company organized under the laws of the State of _____.

WHEREAS, the City desires to rent _____ to collect source-separated, single stream recyclable products and have the contents of these Containers transported for disposal to a Recycling Facility; and

WHEREAS, the City has requested that Provider provide the _____ (as defined in **Exhibit A**) for use at mutually agreed-upon sites in Mobile, as well as collection and disposal services ("Services") for such containers during the term of this Agreement, and Provider has agreed to provide such.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work; Term.** The location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, Recycling Box Rental and Transport Service, which is attached to this Agreement and incorporated by reference herein. The Executive Director, Public Works, or his designate, will be the City's point of contact for the Provider to establish specific site locations, equipment requirements,

and the timing, placement and operation of each Container in accordance with the terms and billing rates found in **Exhibit A**. The term of this Agreement shall begin on the Effective Date and shall continue for three years.

ARTICLE 2. Insurance: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**, the Bid Specification. Evidence of such insurance shall be included as **Exhibit B** to this contract.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, if Provider fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. 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, Provider 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. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Provider, the Provider has the right to terminate the Agreement.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Provider's negligence or willful misconduct in the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. 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 Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this

Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 7. Licenses, permits, etc.: Provider 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. At a minimum, Provider will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama.

ARTICLE 8. No Agency Relationship Created: Provider, 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 Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: Provider shall be paid in arrears for services rendered, within thirty (30) days of the City's receipt of Provider's invoice. Provider shall submit electronic copies of invoices as directed separately by the Executive Director, Public Work.. The City will remit payment for such invoices upon satisfactory completion of service, as verified by the Superintendent of Public Works. Inquiries regarding payment may be made to the Executive Director, Public Works, or to the Accounting Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633.

ARTICLE 11. Termination of Contract: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to Executive Director, Public Works, City of Mobile, P.O. Box 1827, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of this Agreement.

ARTICLE 12. 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.

ARTICLE 13. Notices. Notice for the City shall be mailed to:

Executive Director, Public Works
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Provider shall be mailed to:

ARTICLE 14. Compliance with Alabama Immigration Law
By signing this Agreement, the contracting parties affirm, for the duration of this 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 this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 15. Boycotts
By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 16. Signatures:
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER,

_____, Its _____ (title)
On behalf of Provider
_____ Date

CITY,

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

EXHIBIT A Bid Specification
EXHIBIT B Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/27/2019

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
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTSDALE RD
SCOTTSDALE, AZ 85255

CONTACT NAME:
PHONE (A/C No.Ext): FAX (A/C No.Ext):
E-MAIL ADDRESS:certificateteam@ccmsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Co.	22667
INSURER B: Indemnity Insurance Company of NA	43575
INSURER C: ACE Fire Underwriters	20702
INSURER D: Illinois Union Insurance Company	27960
INSURER E:	
INSURER F:	

INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 1575151** **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			HDO G71570848	06/30/2019	06/30/2020	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	
	POLICY [X] PROJECT [ ] LOC						PERSONAL & ADV INJURY	$ 5,000,000
	OTHER:						GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS -COMP/OP AGG	$ 5,000,000
A	AUTOMOBILE LIABILITY			ISA H25297635	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY(Per person)	
	X OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	DED [ ] RETENTION $							
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WLR C66040380-AOS	06/30/2019	06/30/2020	[X] PER STATUTE [ ] OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]			WLR C66040343-CA/MA/OR	06/30/2019	06/30/2020	E.L. EACH ACCIDENT	$ 3,000,000
	(Mandatory in NH)			SCF C66040422 -WI	06/30/2019	06/30/2020	E.L. DISEASE -EA EMPLOYEE	$ 3,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			WCU C6604046A - OH XS	06/30/2019	06/30/2020	E.L. DISEASE -POLICY LIMIT	$ 3,000,000
				TNS C65221159 TX NSXS	06/30/2019	06/30/2020		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Division Number: 4986 - Named Insured Includes: BFI Waste Services, LLC - Dba: Allied Waste Services of Mobile

CERTIFICATE HOLDER

CITY OF MOBILE
PO BOX 1827
MOBILE, AL 36633
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C66040380 and stop gap coverage for OH is covered under policy no. WCU C6604046A, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C65221159) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Re: Project Name: Dumpster Service, Various City of Mobile Locations - Project No.: SC-010-19

Additional Insured includes: City of Mobile, when required by written contract.

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NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

POLICY NUMBER: HDO G71570848

Endorsement Number: 43
COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

POLICY NUMBER: HDO G71570848

Endorsement Number: 64
COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured			Endorsement Number
Republic Services, Inc.			27
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G71570848	06/30/2019 to 06/30/2020	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY COVERAGE

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.	CG2026; CG2010; CG2037

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

CYLR

Authorized Agent

NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSURED'S REPRESENTATIVE

Named Insured: Republic Services, Inc.			Endorsement Number: 58
Policy Symbol: HDO	Policy Number: G71570848	Policy Period: 06/30/2019 TO 06/30/2020	Effective Date of Endorsement:
Issued By (Name of Insurance Company): ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

GENERAL LIABILITY COVERAGE FORM

A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non-renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.

C. We will only be responsible for sending such notice to the first Named Insured who will notify its representative, and its representative will, in turn, send all applicable persons or organizations notice of cancellation, non-renewal, or material change at least 30 days prior to the applicable event date

D. This endorsement does not apply in the event that the first Named Insured cancels the Policy.

All other terms and conditions of the Policy remain unchanged.

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ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured			Endorsement Number
Republic Services, Inc.			22
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H25297635	06/30/2019 TO 06/30/2020	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Republic Services, Inc.			Endorsement Number 146
Policy Symbol ISA	Policy Number H25297635	Policy Period 06/30/2019 TO 06/30/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured: Republic Services, Inc.			Endorsement Number: 113
Policy Symbol: ISA	Policy Number: H25297635	Policy Period: 06/30/2019 TO 06/30/2020	Effective Date of Endorsement:
Issued By (Name of Insurance Company): ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under written contract executed prior to the date of loss.	DA9U74b

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured REPUBLIC SERVICES, INC. 18500 N ALLIED WAY PHOENIX AZ 85054	Endorsement Number Policy Number Symbol: WLR Number: C66040380
Policy Period 06-30-2019 **TO** 06-30-2020	Effective Date of Endorsement 06-30-2019
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

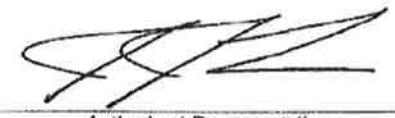
Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

WC 00 03 13 (11/05) Ptd. U.S.A. Copyright 1982-83, National Council on Compensation

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	6/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/14/2022 - 2:04 PM

HAND ARENDALL HARRISON SALE

J. Craig Campbell
ccampbell@handfirm.com
DIRECT 251 694 6239 / FAX 251 544 1688

May 18, 2022

VIA HAND DELIVERY

Ms. Lisa Carroll Lambert
Mobile City Clerk
9th Floor Government Plaza, South Tower
P.O. Box 1827
Mobile, AL 36633-1827

WE, MAY 18, PM4:28 RCVD
MOBILE, AL
CITY CLERK'S OFFICE

Re: Street Vacation Request

Dear Ms. Lambert:

I represent the Alabama State Port Authority ("Port Authority"), and am writing on its behalf to request the vacation of a portion of Virginia Street near the APMT Container Terminal. The portion of the Virginia Street the Port Authority requests be vacated can be described as follows:

> Virginia Street
> Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-81°-43'-33"-E, along the North right of way line of said Virginia Street, for 312.71 feet to a point on the South line of said BCCT Subdivision and the Point of Beginning of the parcel herein described; Thence S-81°-43'-58"-E, along the North right of way line of said Virginia Street, for 497.29 feet to a point at the Northeast corner of said Virginia Street right of way; Thence S-08°-16'-40"-W, along the East line of said Virginia Street right of way, for 50.00 feet to a point at the Southeast corner of said Virginia Street right of way; Thence N-81°-43'-58"-W, along the South right of way line of said Virginia Street, for 497.28 feet; Thence N-08°-16'-27"-E, leaving the South right of way line of said Virginia Street, for 50.00 feet to the Point of Beginning and containing 24863 square feet or 0.571 acres, more or less.

The Port Authority is the only landowner abutting the portion of Virginia Street which the Port Authority requests be vacated. Accordingly, and as reflected by the enclosed Petition, the Port Authority as the only abutting landowner has consented to the vacation and joined the Petition.

The enclosed Petition also includes maps showing the locations of the portion of Virginia Street which the Port Authority would like to have vacated.

I have requested and obtained the written consent of all utility companies to the street vacation. Copies of the consent letters are enclosed with this letter.

I have also enclosed three (3) sets of printed adhesive labels containing the names and addresses of the owners of any abutting land, and also the names and addresses of any entities known to have utility lines within the area to be vacated.

I have also attached a check for $100 for the application fee.

Thank you for your assistance. Please let me know if I can provide anything else.

Sincerely,

J. Craig Campbell
For the Firm

JCC
Enclosures
7979250

STATE OF ALABAMA

COUNTY OF MOBILE

PETITION FOR VACATION OF RIGHT-OF-WAY PURSUANT TO CODE OF ALABAMA SECTION 23-4-1 ET SEQ.

COMES NOW, the Alabama State Port Authority ("Port Authority"), and makes this Petition for the vacation of a portion of Virginia Street, more particularly described herein and shown in Exhibit A. In support of such Petition, the Port Authority would show as follows:

1. The Legal Description for the above referenced parcel is as follows:

   Virginia Street
   Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-81°-43'-33"-E, along the North right of way line of said Virginia Street, for 312.71 feet to a point on the South line of said BCCT Subdivision and the Point of Beginning of the parcel herein described; Thence S-81°-43'-58"-E, along the North right of way line of said Virginia Street, for 497.29 feet to a point at the Northeast corner of said Virginia Street right of way; Thence S-08°-16'-40"-W, along the East line of said Virginia Street right of way, for 50.00 feet to a point at the Southeast corner of said Virginia Street right of way; Thence N-81°-43'-58"-W, along the South right of way line of said Virginia Street, for 497.28 feet; Thence N-08°-16'-27"-E, leaving the South right of way line of said Virginia Street, for 50.00 feet to the Point of Beginning and containing 24863 square feet or 0.571 acres, more or less.

2. The Port Authority is the sole owner of the land described below and outlined in Exhibit B, located in Mobile County, Alabama and abutting the areas petitioned for vacation:

   a. Lot 1: That part of LOT 1, BCCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, being more particularly described as follows:
   To-Wit:
   Beginning at the Southwest corner of LOT 1, BCCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of the CSX Railroad, (variable width R\W), Thence N-51°-47'-20"-E, leaving the North right of way line of said Virginia Street and along the East right of way line of said CSX Railroad, for 326.25 feet; Thence Northeasterly along the East right of way line of said Louisville and Nashville Railroad and around a curve to the left having a radius of 1951.00 feet and a delta angle of 26°-22'-04", the chord of which bears N-38°-36'-08"-E for 889.96 feet, for an arc distance of 897.86 feet to a point on at the intersection of the East right of

way line of said CSX Railroad with the South right of way line of New Jersey Street (50-foot public R\W; Thence S-88°-06'-29"-E, leaving the East right of way line of said CSX Railroad and along the South right of way of said New Jersey Street, for 61.93 feet to a point at the intersection of the South right of way line of said New Jersey Street with the East right of way line of Old Water Street, (50-foot public R\W); Thence N-08°-07'-38"-E, leaving the South right of way line of said New Jersey Street and along the East right of way line of said Old Water Street, for 25.15 feet; Thence S-88°-06'-29"-E, leaving the East right of way line of said Old Water Street, for 226.97 feet; Thence S-00°-41'-07"-W for 1071.32 feet to a point on the North right of way line of aforesaid Virginia Street; Thence N-81°-43'-58"-W, along the North right of way line of said Virginia Street, for 789.84 feet; Thence N-08°-19'-19"-E, leaving the North right of way line of said Virginia Street, for 148.35 feet; Thence N-81°-45'-18"-W for 123.92 feet; Thence Southwesterly around a curve to the left having a radius of 449.28 and a delta angle of 29°-06'-41", the chord of which bears S-57°-13'-47"-W for 225.83 feet, for an arc distance of 228.27 feet to a point on the North right of way line of aforesaid Virginia Street; Thence N-81°-43'-33"-W for 18.59 feet to the Point of Beginning and containing 14.131 acres, more or less.

a. Lot 2: Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-08°-16'-27"-W, leaving the South right of way line of said Virginia Street, for 50.00' to a point on the South right of way line of said Virginia Street; Thence S-81°-43'-58"-E, along the South right of way line of said Virginia Street, for 237.72 feet to the Point of Beginning of the parcel herein described; thence continue S-81°-43'-58"-E, along the South right of way line of Virginia Street, for 475.00 feet; Thence S-08°-16'-06"-W, leaving the South right of way line of said Virginia Street, for 170.05 feet; Thence N-81°-43'-33"-W for 475.00 feet; Thence N-08°-16'-02"-E for 170.00 feet to the Point of Beginning and containing 1.854 acres, more or less.

b. Lot 3: Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-08°-16'-27"-W, leaving the South right of way line of said Virginia Street, for 50.00' to a point on the South right of way line of said Virginia Street; Thence S-81°-43'-58"-E, along the South right of way line of said Virginia Street, for 712.72 feet to the Point of Beginning of the parcel herein described; thence continue S-81°-43'-58"-E, along the South right of way line of Virginia Street, for 475.00 feet to the Southeast corner of the right of way of said Virginia Street; Thence N-08°-16'-40"-E, and along the East end of the right of way of said Virginia Street, for 50.00 feet to a point at the Northeast corner of said Virginia Street right of way; Thence S-81°-

43'-58"-E, along an eastward extension of the North right of way line of said Virginia Street and along the South line of Lot 1 of said BCCT Subdivision, 287.72 feet; Thence S-08°-16'-02"-W for 220.09 feet; Thence N-81°-43'-33"-W for 385.00 feet; Thence N-08°-16'-02"-E for 170.05 feet to the Point of beginning and containing 1.833 acres, more or less.

3. No other property owners own any land within or abutting the areas affected by this proposed vacation and thus will not be denied means of ingress or egress to and from their property or be otherwise affected by the vacation of said right of way.

4. The Port Authority desires, and hereby requests, that the portion of Virginia Street described above and shown in Exhibit A be vacated. This is requested in an effort to combine and unify the Port Authority's property located at Lot 1, Lot 2, and Lot 3 described above and shown in Exhibit B.

5. The square footage of the area to be vacated is in total 24,863.

6. According to tax records, the square footage of the adjoining properties as referenced in this Petition and in Exhibit B hereto are as follows:

a. Lot 1: 247,022 (Property Land Type 31) or 361,348 (Property Land Type 33)
b. Lot 2: 81,893
c. Lot 3: 84,506

8. The current-year assessments of the adjoining properties as referenced in this Petition and in Exhibit B hereto are as follows:

a. Lot 1: $ 857,180
b. Lot 2: $ 42,300
c. Lot 3: $ 44,440

NOW THEREFORE, the Port Authority respectfully petitions and requests the City of Mobile to:

A. Approve the vacation of the portion of Virginia Street outlined as indicated on the survey attached hereto as Exhibit A and described above (provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation, if any, shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred); and

B. Waive or reduce the right-of-way vacation fee to be charged pursuant to Ala. Code section 11-49-6 and City of Mobile Ordinance No. 57-070-2015.

IN WITNESS WHEREOF, the Port Authority has caused this Petition to be executed on the 18th day of May, 2022.

Alabama State Port Authority
By: John Driscoll
As its: Director

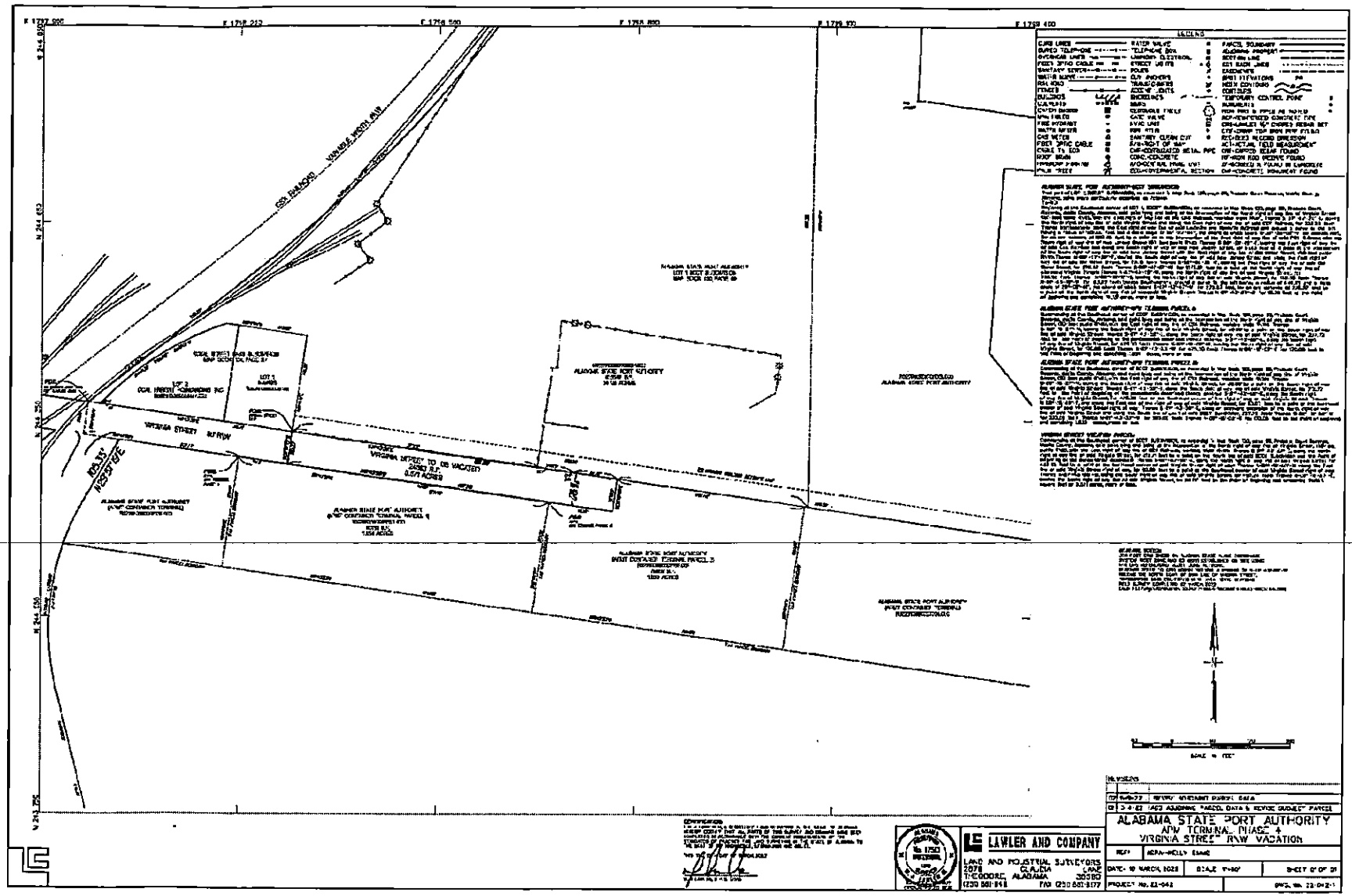
STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify John Driscoll, as Director of the Alabama State Port Authority, who is known to me, signed the foregoing Petition, and acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said agency on the day the same bears date.

Given under my hand and seal this the 13 day of MAY, 2022.

Notary Public
My Commission Expires: 10-19-22

Exhibit A


ALABAMA STATE PORT AUTHORITY
APM TERMINAL PHASE 4
VIRGINIA STREET R/W VACATION
LAWLER AND COMPANY
LAND AND INDUSTRIAL SURVEYORS
2078 CLAUDIA LANE
THEODORE, ALABAMA 36590
(251) 661-9418 FAX (251) 661-9177
VIRGINIA STREET R/W
ROAD TO BE VACATED
2,600 S.F.
0.071 ACRES
ALABAMA STATE PORT AUTHORITY
(APM CONTAINER TERMINAL PARCEL 1)
1,034 ACRES
ALABAMA STATE PORT AUTHORITY
(APM CONTAINER TERMINAL PARCEL 2)
1,000 ACRES
ALABAMA STATE PORT AUTHORITY
(APM CONTAINER TERMINAL)
RECORDING NO.
ALABAMA STATE PORT AUTHORITY
RECORDING NO.
ALABAMA STATE PORT AUTHORITY
RECORDING NO.
ALABAMA STATE PORT AUTHORITY
RECORDING NO.
ISBELL STREET AND B. ADDITION
MAP BOOK 03, PAGE 87
LOT 2
OCR, PIERCE CRAWFORD INC
LOT 1
BARNES
ISBELL STREET
ROAD TO BE VACATED
ISBELL STREET R/W
ISBELL STREET
R/W
ISBELL STREET
R/W
ISBELL STREET

City of Mobile



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
City of Mobile

Exhibit B

Exhibit B

DECLARATION OF VACATION OF RIGHT OF WAY
IN THE CITY OF MOBILE, ALABAMA

STATE OF ALABAMA)
COUNTY OF MOBILE)

This Declaration of Vacation of Right of Way in the City of Mobile, Alabama is made and entered into this _____ day of _____, 2022, by the Alabama State Port Authority ("Port Authority").

WITNESSETH:

WHEREAS, the Port Authority has petitioned the Mobile City Council to vacate a portion of Virginia Street (referred to herein as the "Street"), described more particularly herein, a public street lying within the city limits of Mobile, Alabama, pursuant to Section 23-4-20 of the Alabama Code, *et seq.*; and

WHEREAS, the portion of the Street to be vacated is more particularly described as follows:

> Virginia Street
> Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-81°-43'-33"-E, along the North right of way line of said Virginia Street, for 312.71 feet to a point on the South line of said BCCT Subdivision and the Point of Beginning of the parcel herein described; Thence S-81°-43'-58"-E, along the North right of way line of said Virginia Street, for 497.29 feet to a point at the Northeast corner of said Virginia Street right of way; Thence S-08°-16'-40"-W, along the East line of said Virginia Street right of way, for 50.00 feet to a point at the Southeast corner of said Virginia Street right of way; Thence N-81°-43'-58"-W, along the South right of way line of said Virginia Street, for 497.28 feet; Thence N-08°-16'-27"-E, leaving the South right of way line of said Virginia Street, for 50.00 feet to the Point of Beginning and containing 24863 square feet or 0.571 acres, more or less.

WHEREAS, the Port Authority is the sole owner of the real property abutting the Street, and consents to the vacation of the Street; and

WHEREAS, no property owner shall be cut-off or deprived of access due to the vacation of the Street; and

WHEREAS, the Port Authority has provided notice of its request to vacate the Street to all utility providers with utility lines or facilities in the Street in accordance with Section 23-4-2(a) of the Alabama Code; and

WHEREAS, pursuant to Section 23-4-2(b) of the Alabama Code, entities with utility lines, equipment or facilities in place at the time of vacation, shall have the right to continue to maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and

WHEREAS, all utility providers have issued their written consent to vacation of the Street; and

WHEREAS, vacation of the Street is in the public interest; and

WHEREAS, the City Council of Mobile, Alabama, has given its assent to the closing and vacating of the hereinabove described rights-of-way; and

WHEREAS, said assent was given by Resolution duly adopted by the City Council of Mobile, Alabama, and a certified copy of said Resolution is attached hereto and made a part hereof as though set forth fully herein; and

WHEREAS, the same is filed for record herewith.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in consideration and to effect said vacation, the Port Authority does hereby declare the portion of the Street, more particularly described above, to be vacated, and, subject to the utility easements pursuant to Section

23-4-2(b) of the Alabama Code, all public rights in such portion of the Street, more particularly described above, are hereby divested, subject to the assent of the Mobile City Council, which shall by Resolution effect such vacation.

IN WITNESS WHEREOF, the Port Authority has caused these presents to be executed effective as of the date first set forth above.

Alabama State Port Authority
By: John Driscoll
As its: Director

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify John Driscoll, as Director of the Alabama State Port Authority, who is known to me, signed the foregoing Petition, and acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said agency on the day the same bears date.

Given under my hand and seal this the 13 day of MAY, 2022.

Notary Public
My Commission Expires: 10-19-22

Sponsored by: Counci

RESOLUTION

WHEREAS, the Alabama State Port Authority ("Port Authority") has submitted a Petition to the Mobile City Council to vacate a portion of Virginia Street (referred to herein as the "Street"), described more particularly herein, a public street lying within the city limits of Mobile, Alabama, pursuant to Section 23-4-20 of the Alabama Code, *et seq.*; and

WHEREAS, the portion of the Street to be vacated is more particularly described as follows:

> Virginia Street
> Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-81°-43'-33"-E, along the North right of way line of said Virginia Street, for 312.71 feet to a point on the South line of said BCCT Subdivision and the Point of Beginning of the parcel herein described; Thence S-81°-43'-58"-E, along the North right of way line of said Virginia Street, for 497.29 feet to a point at the Northeast corner of said Virginia Street right of way; Thence S-08°-16'-40"-W, along the East line of said Virginia Street right of way, for 50.00 feet to a point at the Southeast corner of said Virginia Street right of way; Thence N-81°-43'-58"-W, along the South right of way line of said Virginia Street, for 497.28 feet; Thence N-08°-16'-27"-E, leaving the South right of way line of said Virginia Street, for 50.00 feet to the Point of Beginning and containing 24863 square feet or 0.571 acres, more or less.

WHEREAS, the Port Authority has petitioned the City Council of Mobile, Alabama, to assent to the vacation of such public rights-of-way owned by the City of Mobile; and

WHEREAS, it has been shown to the satisfaction of the Mobile City Council that the Port Authority is the sole owner of the real property abutting the Street; and

WHEREAS, the vacation of the Street will not deprive any other property owner of such rights as such property owner may have to convenient and reasonable ingress and egress to and from their property; and

WHEREAS, notice of the hearing on the Petition was provided to all utility providers with utility lines or facilities in the Street in accordance with Section 23-4-2(a) of the Alabama Code, and such utility providers have issued their written consent to said vacation; and

WHEREAS, pursuant to Section 23-4-2(b) of the Alabama Code, entities with utility lines, equipment or facilities in place at the time of vacation, shall have the right to continue to maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and

WHEREAS, notice of the hearing on the Petition was provided in accordance with Section 23-4-2(a) of the Alabama Code, including publication in a newspaper of general circulation in Mobile, Alabama; and

WHEREAS, the City Council finds that the Street is not needed as public rights-of-way in the City of Mobile, Alabama; and

WHEREAS, the City Council finds that vacation of the Street is in the public interest.

NOW, THEREFORE, BE IT RESOLVED by the Mobile City Council that, upon hearing all parties and considering all information presented, that the portion of the Street, more particularly described above, is hereby vacated.

BE IT FURTHER RESOLVED that entities with utility lines, equipment or facilities in place at the time of vacation, shall have the right to continue to maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred, including ingress and egress thereto; provided further that the Westernmost 500 feet of said vacated area is

reserved for a non-exclusive easement for utility lines of the Board of Water & Sewer Commissioners of the City of Mobile as per the MAWSS approval letter for this vacation dated March 25, 2022.

BE IT FURTHER RESOLVED that the right-of-way fee provided for in Alabama Code section 11-49-6 and City of Mobile Ordinance No. 57-029-2020 is hereby waived.

Notice of this Resolution shall be published in a newspaper of general circulation in Mobile, Alabama, within fourteen days of the date of adoption and this Resolution shall also be filed with the Mobile County Probate Court.

Adopted:

_____
City Clerk

I, Lisa Carroll Lambert, Clerk of the Mobile City Council, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mobile City Council in its meeting held the _____ day of _____, 2022.

IN WITNESS WHEREOF, I have herein to set my hand on the official seal of the Mobile City Council on this the _____ day of _____, 2022.

_____
LISA CARROLL LAMBERT
CITY CLERK

Spire Gulf Inc.
2828 Dauphin Street
Mobile, AL 36606

March 14, 2022

J. Craig Campbell
104 Saint Francis Street
Suite 300
Mobile, AL 36602

Re: Street Vacation

Vacation: Vacate a portion of Virginia Street.

Mr. Campbell,

In response to your letter dated March 11, 2022 relative to the above referenced right to vacate.

Please be advised that Spire Gulf Inc. ("Spire"), has facilities within the area to be vacated. Spire is requesting that a savings clause be included in the Vacation Ordinance that will protect our existing facilities and will grant Spire the right to ingress and egress for the proper maintenance of these facilities.

Sincerely,

Valerie Barrett

Valerie Barrett
Right of Way Representative, Alabama
Spire Alabama Inc.

Cc: Jeff Wilcox

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

March 25, 2022

Mr. J. Craig Campbell
Hand Arendall
104 St. Francis Street, Suite 300
Mobile, AL 36602

RE: Request to Vacate the East Terminus of Virginia Street Right-of-Way
Beginning approximately 312 ft. E of the intersection of the East ROW of CSX R/R & the N ROW of Virginia Street; Continue E approximately 1,234 ft. to end. Section 26, T4S-R1W

Dear Mr. Campbell:

We have reviewed the referenced vacation request and determined that our facilities are within the limits of a portion of the area to be vacated above. Consequently, our agreement to vacate this right-of-way is contingent upon the Requestor retaining the western most 500 feet as an easement for MAWSS.

Please know that MAWSS restricts the use of its easements. Any fences, driveways, trees, shrubs, etc. (no permanent structures) must be approved by MAWSS before placement in the easement. Requests for approval to place improvements in the easement should be sent to the attention of our Mapping and Connections Department.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Mobile Area Water & Sewer System

Daryl B. Russell

Daryl B. Russell, P.E.
Planning & Engineering Manager

cc: A. Tyree

P.O. Box 2368, Mobile, AL 36652 • 4725 Moffett Rd, Suite H. • Mobile, AL 36618 • Phone 251.694.3191 • Fax 251.694.3443

3248 Springhill Ave
Mobile, Al. 36607
251-665-6606 Office
251-295-5334 Cell

comcast

March 11, 2022

J. Craig Campbell
Kerin Hoffmann
Legal Secretary to Craig Campbell
Hand Arendall Harrison Sale
104 Saint Francis Street, Suite 300
Mobile, Al. 36602

J. Craig Campbell:

In response to your letter dated March 11/2022, concerning the vacation of Virginia St. Commencing at the Southwest corner of BCCT Subdivision as recorded in map book 130-page 89 Comcast Cable Communications does not have need of this easement and consents to same.

If I can be of any additional service, please feel free to give me a call at 251-295-5334

Respectfully,

Donnie Little

Donnie Little
Construction Specialist II

Cc: Easements File

AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

March 21, 2022

J. Craig Campbell
Hand Arendall Harrison Sale
104 St Francis St Ste. 300
Mobile, Alabama 36602

Dear Mr. Campbell,

This letter is written in response to your letter of March 11, 2022 wherein a request is made of AT&T for consent to the vacation of right of way, as described in the attached survey of March 10,2022. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-470-5650 if any additional information is required.

Sincerely,

Brad Sadler

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

Proud Sponsor of the U.S. Olympic Team

March 21,2022

Hand Arendall/
Harrison Sale LLC
Attn.: J. Craig Campbell
104 Saint Francis Street
Suite 300
Mobile, Alabama 36602

Alabama Power

Re: Vacation of a portion of Virginia Street (Alabama State Port Authority)

Dear Mr. Campbell,

Reference is made to your letter of March 11, 2022 (copy enclosed) wherein a request is made of Alabama Power Company for consent to the vacation of a portion of the above referenced area, as more particularly described in such letter and as shown on the attachments to said letter.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Sincerely,

Blake Jarrett

Blake Jarrett
Corporate Real Estate

HAND ARENDALL HARRISON SALE

J. Craig Campbell
ccampbell@handfirm.com
DIRECT 251 694 6239 / FAX 251 544 1688

March 11, 2022

VIA CERTIFIED MAIL and EMAIL

Mr. Donnie Little
Construction Specialist II
Comcast Cable
3248 Springhill Avenue
Mobile, AL 36607
Donnie_Little@comcast.com

Mr. Daryl Russell
Planning & Engineering Manager
Mobile Area Water & Sewer System
P. O. Box 180249
Mobile, AL 36618-0249
drussell@mawss.com

Mr. Brad Sadler
Specialist
AT&T Alabama
2155 Old Shell Road
Mobile, AL 36607
bs6868@att.com
brad.sadler@att.com

Mr. Jeff Wilcox
Ms. Lacey Witherington
Spire Alabama, Inc.
2828 Dauphin Street
Mobile, AL 36606
Jeff.Wilcox@spireenergy.com
Lacey.Witherington@spireenergy.com

Mr. Eric Boykin
Alabama Power Company
P. O. Box 2247
Mobile, AL 36652
elboykin@southerco.com

Re: Street Vacation

Dear Utility Providers:

I represent the Alabama State Port Authority ("ASPA"), which intends to petition the Mobile City Council to vacate a portion of Virginia Street, located near property that ASPA is in the process of purchasing. The portion of Virginia Street ASPA requests be vacated can be described as follows:

> Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-81°-43'-33"-E, along the North right of way line of said Virginia Street, for 312.71 feet to a point on the South line of said BCCT Subdivision and the Point of Beginning of the parcel herein described; Thence S-81°-43'-58"-E, along the North right of way line of said Virginia Street, for 1234.74 feet to a point at the Northeast corner of said Virginia Street right of way; Thence

S-08°-14'-47"-W, along the East line of said Virginia Street right of way, for 50.00 feet to a point at the Southeast corner of said Virginia Street right of way; Thence N-81°-43'-58"-W, along the South right of way line of said Virginia Street, for 1234.76 feet; Thence N-08°-16'-27"-E, leaving the South right of way line of said Virginia Street, for 50.00 feet to the Point of Beginning and containing 61738 square feet or 1.417 acres, more or less.

I have also enclosed a map showing the location of the portion of Virginia Street which ASPA would like to have vacated.

I am writing to you as a utility provider which may have lines or facilities on the street and request your consent to the street vacation.

Pursuant to Section 23-4-2 of the Alabama Code: "Entities with utility lines, equipment, or facilities in place at the time of vacation, shall have the right to continue to maintain, extend and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred." Consequently, the vacation will not affect any existing rights you have concerning lines or facilities on the street.

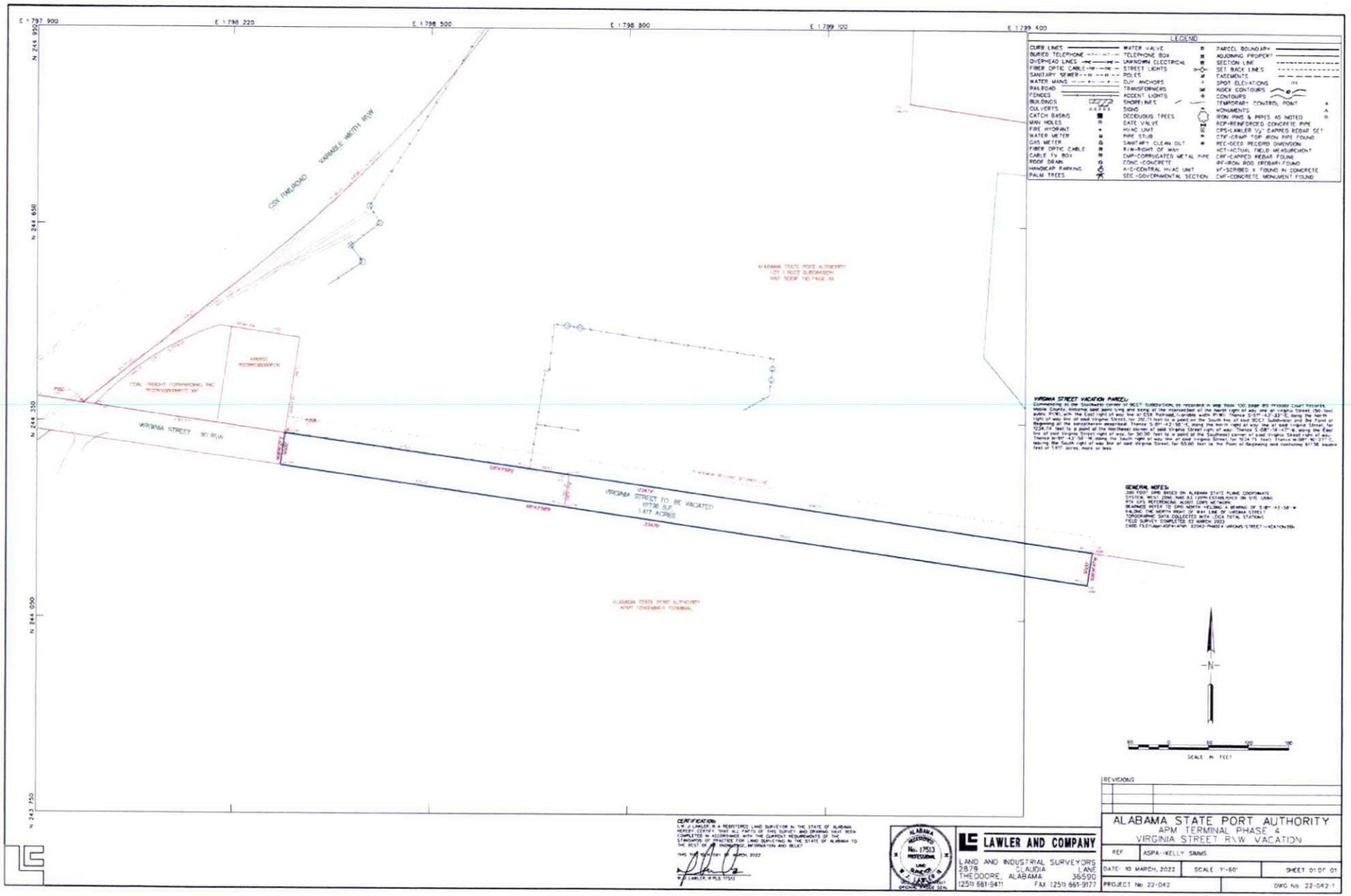
I would appreciate your response at your earliest convenience. Please contact me if you have any questions or if we can discuss this matter further.

Sincerely,

J. Craig Campbell
For the Firm

JCC
Enclosure

(7846376.1).docx


E 1,797,900
E 1,798,220
E 1,798,500
E 1,798,800
E 1,799,100
E 1,799,400
N 244,950
N 244,650
N 244,350
N 244,050
N 243,750
CSX RAILROAD VARIABLE WIDTH ROW
VIRGINIA STREET 90' R/W
VIRGINIA STREET TO BE VACATED
0.736 SF
1.417 ACRES
ALABAMA STATE PORT AUTHORITY
APM CONTAINER TERMINAL
LEGEND
CURB LINES
BURIED TELEPHONE
OVERHEAD LINES
FIBER OPTIC CABLE
SANITARY SEWER
WATER MAINS
RAILROAD
FENCES
BUILDINGS
CULVERTS
CATCH BASINS
MAN HOLES
FIRE HYDRANT
WATER METER
GAS METER
FIBER OPTIC CABLE
CABLE TV BOX
ROOF DRAIN
HANDICAP PARKING
PALM TREES
WATER VALVE
TELEPHONE BOX
UNKNOWN ELECTRICAL
STREET LIGHTS
POLES
GUY ANCHORS
TRANSFORMERS
ACCENT LIGHTS
SHORELINES
SIGNS
DECIDUOUS TREES
GATE VALVE
HVAC UNIT
PIPE STUB
SANITARY CLEAN OUT
R/W-RIGHT OF WAY
CMP-CORRUGATED METAL PIPE
CONC.-CONCRETE
A/C-CENTRAL HVAC UNIT
SEC.-GOVERNMENTAL SECTION
PARCEL BOUNDARY
ADJOINING PROPERTY
SECTION LINE
SET BACK LINES
EASEMENTS
SPOT ELEVATIONS
INDEX CONTOURS
CONTOURS
TEMPORARY CONTROL POINT
MONUMENTS
IRON PINS & PIPES AS NOTED
RCP-REINFORCED CONCRETE PIPE
CPS-LAWLER 1/2" CAPPED REBAR SET
CTP-CRIMP TOP IRON PIPE FOUND
REC-DEED RECORD DIMENSION
MEAS-ACTUAL FIELD MEASUREMENT
CRF-CAPPED REBAR FOUND
IRF-IRON ROD /REBAR FOUND
XF-SCRIBED X FOUND IN CONCRETE
CMF-CONCRETE MONUMENT FOUND
VIRGINIA STREET VACATION PARCEL:
GENERAL NOTES:
N
SCALE IN FEET
REVISIONS
ALABAMA STATE PORT AUTHORITY
APM TERMINAL PHASE 4
VIRGINIA STREET R/W VACATION
REF: ASPA-KELLY SIMMS
DATE: 10 MARCH, 2022
SCALE: 1"=60'
SHEET 01 OF 01
PROJECT No: 22-042
DWG No: 22-042-1
CERTIFICATION:
LAWLER AND COMPANY
LAND AND INDUSTRIAL SURVEYORS
2879 CLAUDIA LANE
THEODORE, ALABAMA 36590
(251) 661-5411 FAX (251) 661-9177

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Submitted by:

Lisa C. Lambert, City Clerk

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	7/19/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 11:11 AM

41-614 **2022**

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 LSV/GOLF CART SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Mob City Rides, LLC to operate a LSV/Golf Cart 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 August 2, 2022, 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

CITY CLERK DEPARTMENT
2022 JUL 12 PM 1:00

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, George Austin St Clair individually or on behalf of MOB City Rides LLC, 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:

MOB City Rides LLC

Business Address: 1201 Macarthur Pl Ct Mobile 36609

Telephone: 251-367-7433 Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: 3-15-65 SSN:

Residence Address:

1201 Macarthur Pl Ct Mobile AL 36609
Address City State Zip code

Telephone Number: 251-367-7433 Driver's License #

Residing in Mobile County: Years: 54 Months: _____

U.S. Citizenship: Yes X No _____

I attest, under penalty of perjury that I am:
X A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. X Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

C. Ownership Information -- List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
G. Austin St. Clair	owner	same	

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 ☒ LSV / Golf Cart

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? M-F 8:30-2:30 Th-Sat 5-11pm Sat times vary

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Yamaha	Year: 2020	Model:
Make: Club Car	Year: 2022	Model:
Make: Club Car	Year: 2022	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.

D. Austin St Clair
Applicant's Signature

NAME OF ENTITY:

Regions Bank

By: Keith Murphy
Its Assistant Manager

SWORN TO AND SUBSCRIBED BEFORE ME THIS 12th **DAY OF** June **, 20** 22

Keith Murphy
Notary Public

KEITH MURPHY NOTARY PUBLIC ALABAMA STATE AT LARGE

MY COMMISSON EXPIRES JUNE 17, 2024

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: George Austin St. Clair

Nickname(s) or Maiden Name: _____

Current Address: 1201 Macarthur Pl Ct Mobile 36609

Previous Address: _____

Personal Description:

Height: 5'9"

Weight: 230

Hair Color: Brown

Eye Color: Brown

Social Security Numbe: _____

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.

G. Austin St Clair

Signature

7/12/22

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: George Austin St. Clair

Date of Birth: 3-15-65 Security #: _____

Present Address 1201 Macarthur Pl Ct Mobile, AL 36609

Home Phone Number: _____ Work Phone Number: 251-379-0975

Attach a copy of your current driver's license to this sheet

Present Employer and Address: APM Terminals 300 Ezra Trice Blvd Mobile, AL 36603

Present Position/Title: AOM

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

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

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.

G. Austin St Clair
Signature

7/12/22
Date Signed

Criminal Justice Information Services Division
Clarksburg, WV 26306

GEORGE AUSTIN ST CLAIR
1201 MACARTHUR PL CT
MOBILE, AL 36609

Date: 02-22-2022

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

GEORGE AUSTIN ST CLAIR

Search Completed Result 02-22-2022

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

Scott A. Rago
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

General Descriptors

Name:	ST. CLAIR, GEORGE AUSTIN		
Address:	1201 MACARTHUR PLACE COURT MOBILE ALABAMA 36609	**Nick Name:**	
Phone:	251-473-2448		
Race:	WHITE	**DOB:**	3/15/1965
Sex:	M	**Age:**	56
Weight:	25	**Eyes:**	BROWN
Height:	5'09"	**Facial:**	
Hair:	BROWN	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL		**DL Type:** D
MID:	**FP:**	**DOC:**
FBI:	**JRN:**	**SID:**

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: Ron Chastain
DATE: 1/6/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	7/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 11:45 AM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 2100 North University Boulevard
(East side of North University Boulevard at the east terminus of Mickey Drive)

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

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

Lisa C. Lambert
City Clerk

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

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

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

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

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 9th day of August, 2022, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 22nd day of July, 2022 in the Mobile Press Register.

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

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

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

AN ORDINANCE **2022**

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

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

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

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

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

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

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

Adopted:

Lisa Lambert, City Clerk

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

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

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

Dear Council Members:

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

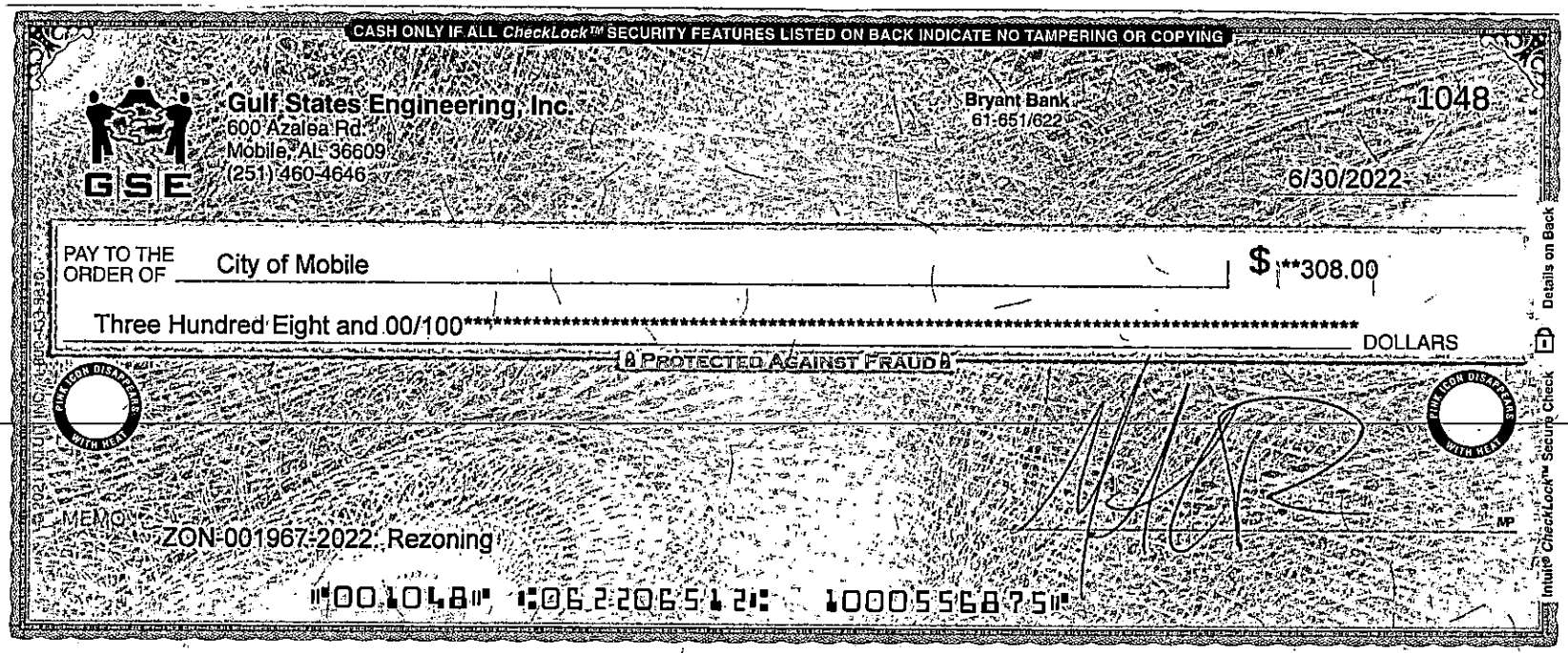
After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning &Zoning Department

tms
Attachments


CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Gulf States Engineering, Inc.
600 Azalea Rd.
Mobile, AL 36609
(251) 460-4646

Bryant Bank
61-651/622

1048

6/30/2022

PAY TO THE ORDER OF City of Mobile

$ **308.00

Three Hundred Eight and 00/100********** DOLLARS

PROTECTED AGAINST FRAUD

MEMO ZON-001967-2022: Rezoning

"001048" "062206512" 1000556875

Details on Back. Intuit CheckLock™ Secure Check

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

Bryant Bank Checking ZON-001967-2022: Rezoning 308.00

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
UPDATED
June 23, 2022

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

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

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

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

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

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

The rezoning should be subject to the following conditions:

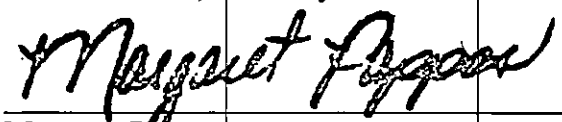
1) **Completion of the Subdivision process; and**
2) **Full compliance with all municipal codes and ordinances.**

The advertising fee for this application is $308.00. Upon submittal of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 

Margaret Pappas
Deputy Director of Planning and Zoning

LEGAL DESCRIPTION FOR LOT 2

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

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 24, 2022

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

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

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

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

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

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

The rezoning should be subject to the following conditions:

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

The advertising fee for this application cannot be calculated until a revised legal description is received for Lot 2 to be rezoned. Upon receipt of the revised legal description, we will calculate the advertising fee. Upon submittal of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

MARCH 4, 2022

PUBLIC HEARING NOTICE

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

Dear Applicant(s)/ Owner(s):

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

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, March 16, 2022,** to allow adequate time for the Commission members to review the information.
For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION

March 4, 2022

PUBLIC HEARING NOTICE

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

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, March 17, 2022, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, March 16, 2022,** to allow adequate time for the Commission members to review the information.

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

City of Mobile · Planning & Zoning

Planning Commission Application

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

APPLICATION TYPE AND FEES

☒ **Zoning Change**
$100.00 (if recommended for approval, additional advertising fee required)

☐ **Planning Approval**
$150.00 (non-profit $50)

☐ **Planned Unit Development**
$150.00

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

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

Matthew Roberts
Name

Matthew.Roberts@gseeng.com
Email

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

251-460-4646
Phone

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

Thomas E. Hartley
Name

Name (other owners, optional)

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

2100 N University Blvd, Mobile, AL 36618
Property Address

R022802031000001.00/R022801022000053.00
Parcel Number

52.224 Acres
Property Area (acres or square feet)

R-1 (Overall)
Present Zoning

B-2 (Lot 2) (Lot 1 to remain R-1)
Proposed Zoning (if applicable)

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

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

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

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

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

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ **YES** ■ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ☐ **NO**

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

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

Applicant Signature _____ Date 2022-02-07

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

Applicant Signature _____ Date 2022-02-07

APPLICATION CHECKLIST

(ZON, PUD, PLA)

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

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

FW: Hartley Events Center

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

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

Yes sir!

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

Yes sir please represent us!!!!

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

Sent from my iPhone

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

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

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

Thanks!

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

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

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

Application Description:

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

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

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

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

WWW.GSEENG.COM

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

Zoning Statement:

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

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

GSE
Gulf States Engineering, Inc.

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

GULFPORT
1816 PASS ROAD
GULFPORT, MS 39501
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F: 228.864.7744

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WWW.GSEENG.COM

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

Plan Consistency Statement:

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

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

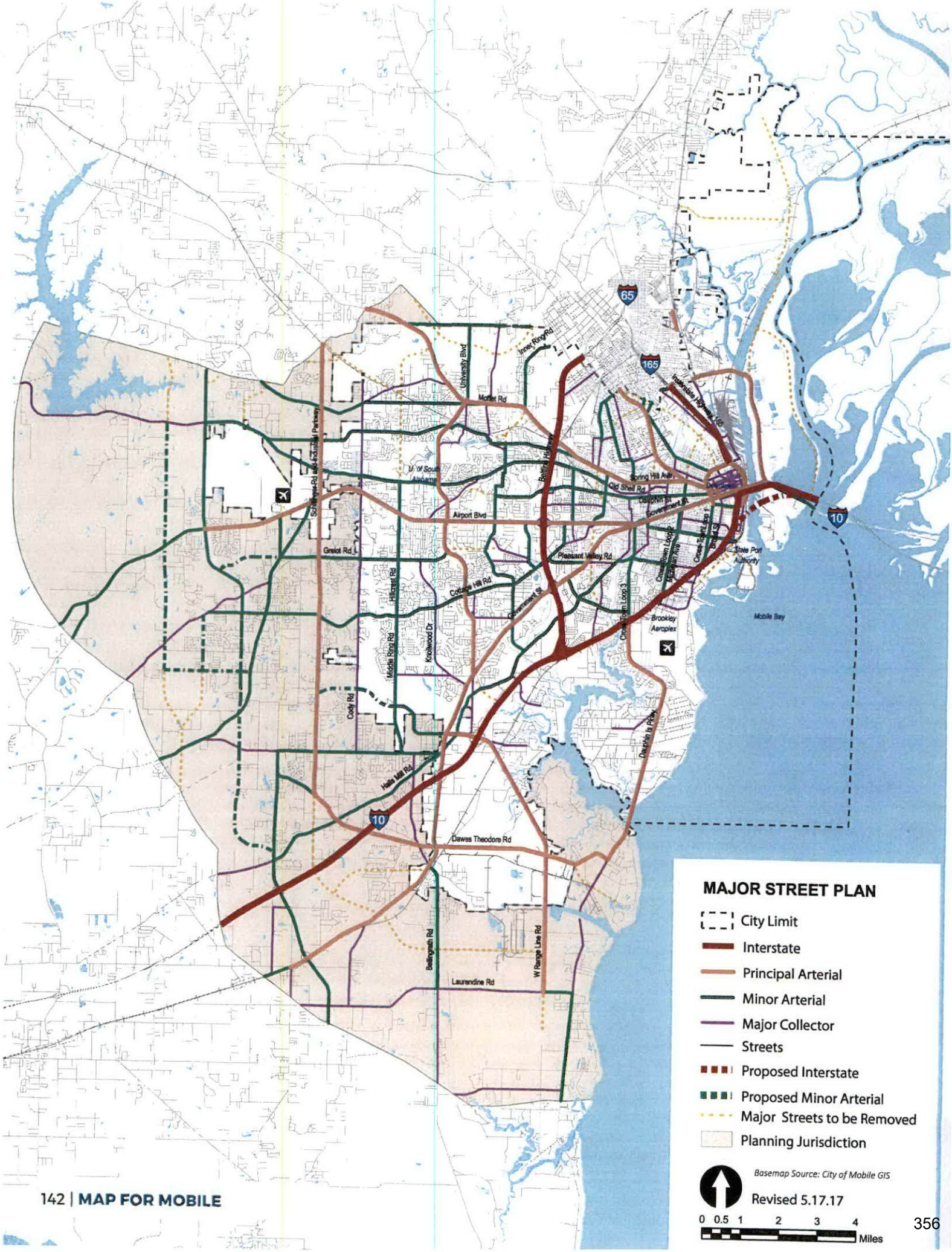
GSE
Gulf States Engineering, Inc.

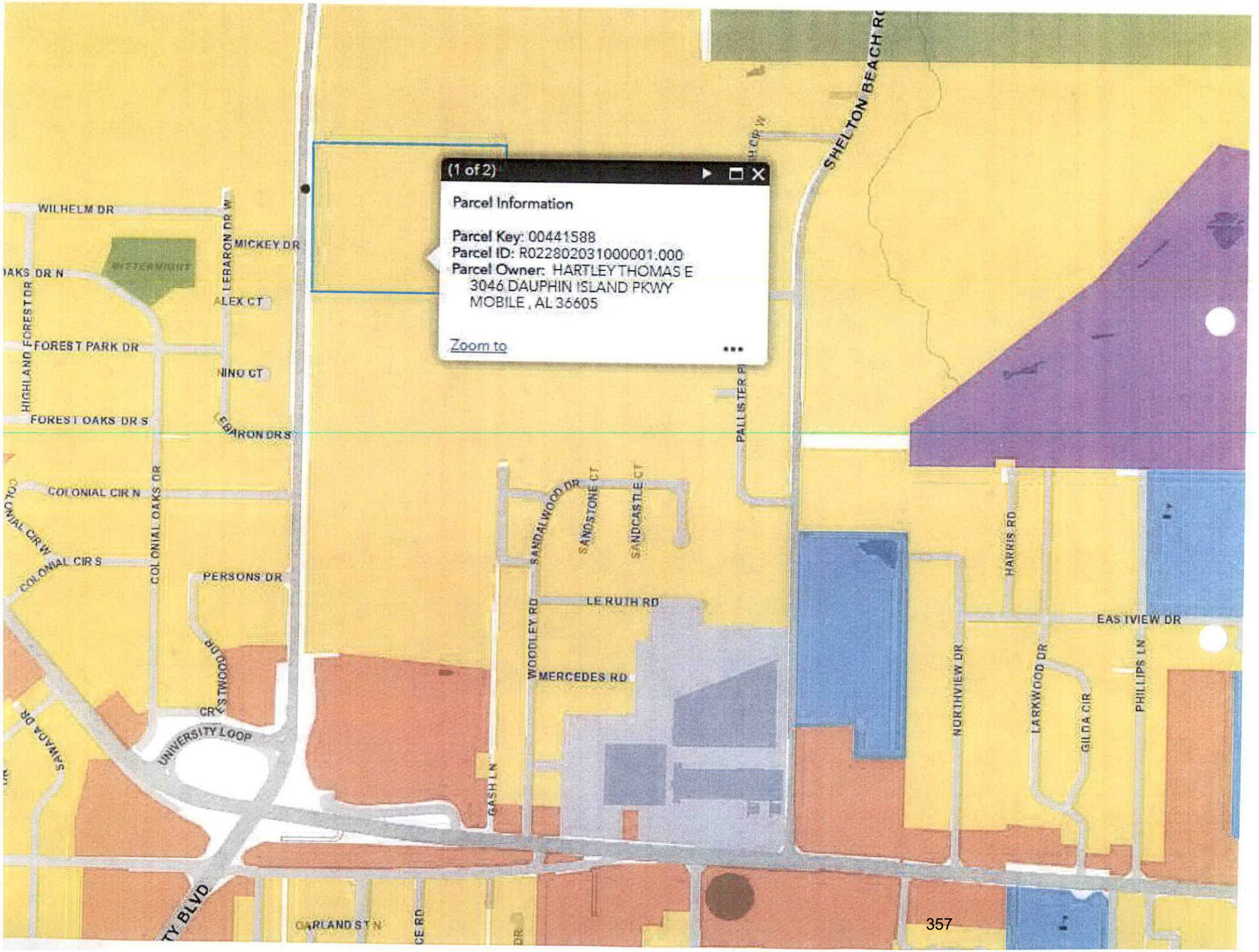
MOBILE
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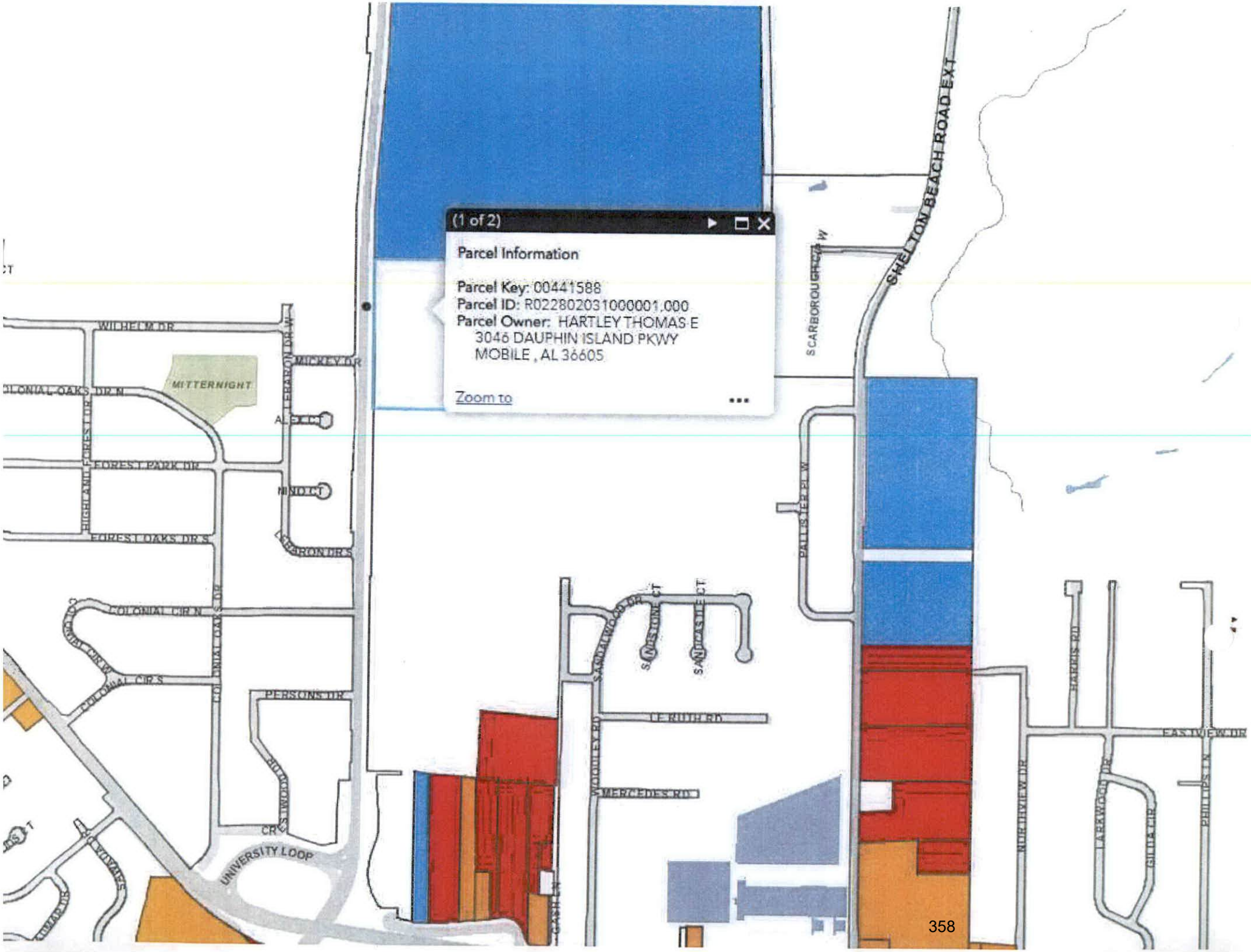
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F: 615.829.8491

WWW.GSEENG.COM


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


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


(1 of 2)
Parcel Information
Parcel Key: 00441588
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Zoom to
SHELTON BEACH ROAD EXT
SCARBOROUGH CIR W
WILHELM DR
MICKEY DR
MITTERNIGHT
COLONIAL OAKS DR N
FOREST PARK DR
FOREST OAKS DR S
COLONIAL CIR N
COLONIAL CIR S
PERSONS DR
UNIVERSITY LOOP
SANDALWOOD DR
SANDCASTLE CT
LE RUTH RD
MERCEDES RD
HARRIS RD
EASTVIEW DR
LARKWOOD DR
GILLIA CIR
PHILLIPS LN

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

Legal Description:

STATE OF ALABAMA
COUNTY OF MOBILE

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

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

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

Legal Description after Subdivision Plat Approval:

Lot 2, The Locale Phase Two Subdivision

GSE
Gulf States Engineering, Inc.

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

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

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

WWW.GSEENG.COM

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

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

HARTLEY THOMAS E
3046 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

WALKER LATISHA M CARTER
5200 MICKEY DR
MOBILE, AL 36618

WILLIAMS KAREN FAY
5224 WILHELM DR
MOBILE, AL 36618

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

LEE DENISE CAIN
9051 EASTWOOD DRIVE
SEMMES, AL 36575

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

HARTLEY THOMAS E
3046 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

BRIGGS TIFFANY L
5204 MICKEY DRIVE
MOBILE, AL 36618

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

COUCH VANESSA
5204 ALEX CT
MOBILE, AL 36618

MCDONALD SCOTT T
5205 ALEX COURT
MOBILE, AL 36618

NEESE HERMAN L
6903 HONEYBIRD MEADOW CIR
KATY, TX 77493

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

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

APPLICANT NAME Matthew Roberts

SUBDIVISION NAME The Locale Subdivision, Phase Two

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

CITY COUNCIL DISTRICT Council District 1

PRESENT ZONING R-1, Single-Family Residential District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 2 Lot/ 55.2± Acres

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

ENGINEERING COMMENTS

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

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

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

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

Rezoning: No comments.

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

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

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

fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

TIME SCHEDULE FOR DEVELOPMENT Approximately three to four months.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECOMMENDATION

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

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

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

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

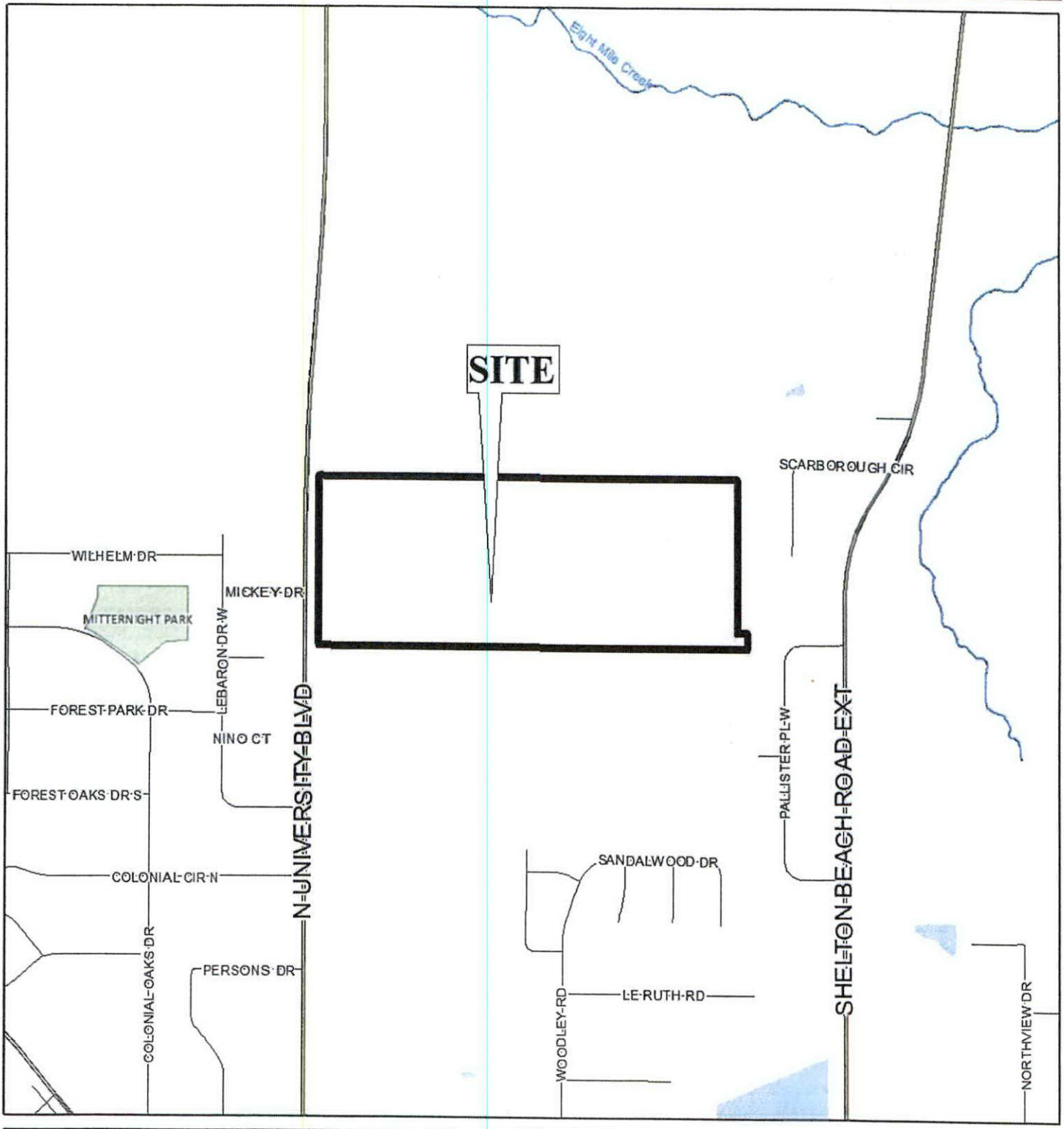
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

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

The rezoning should be subject to the following conditions:

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

LOCATOR MAP



APPLICATION NUMBER 10 DATE March 17, 2022

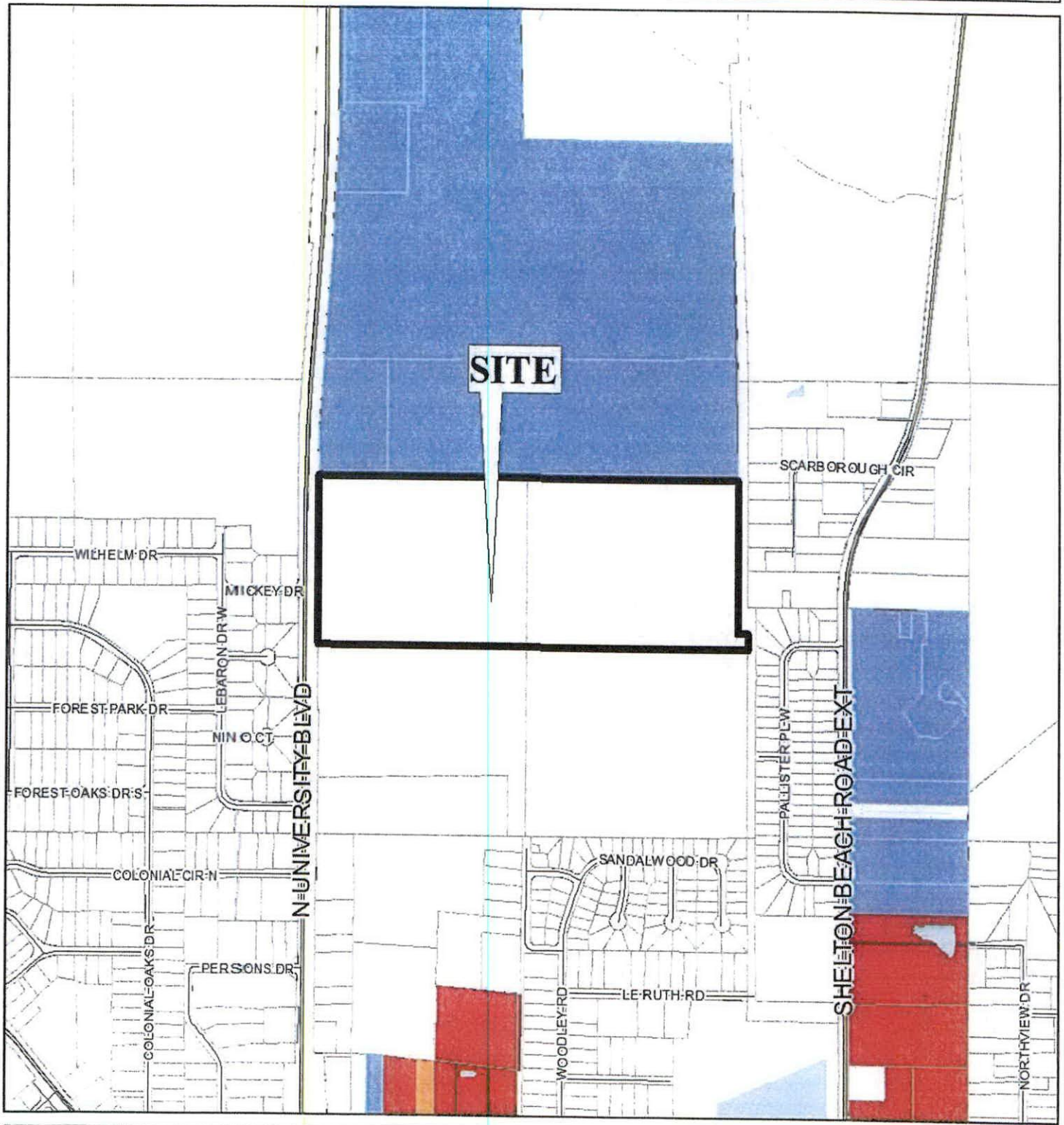
APPLICANT The Locale Subdivision, Phase Two

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

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE March 17, 2022

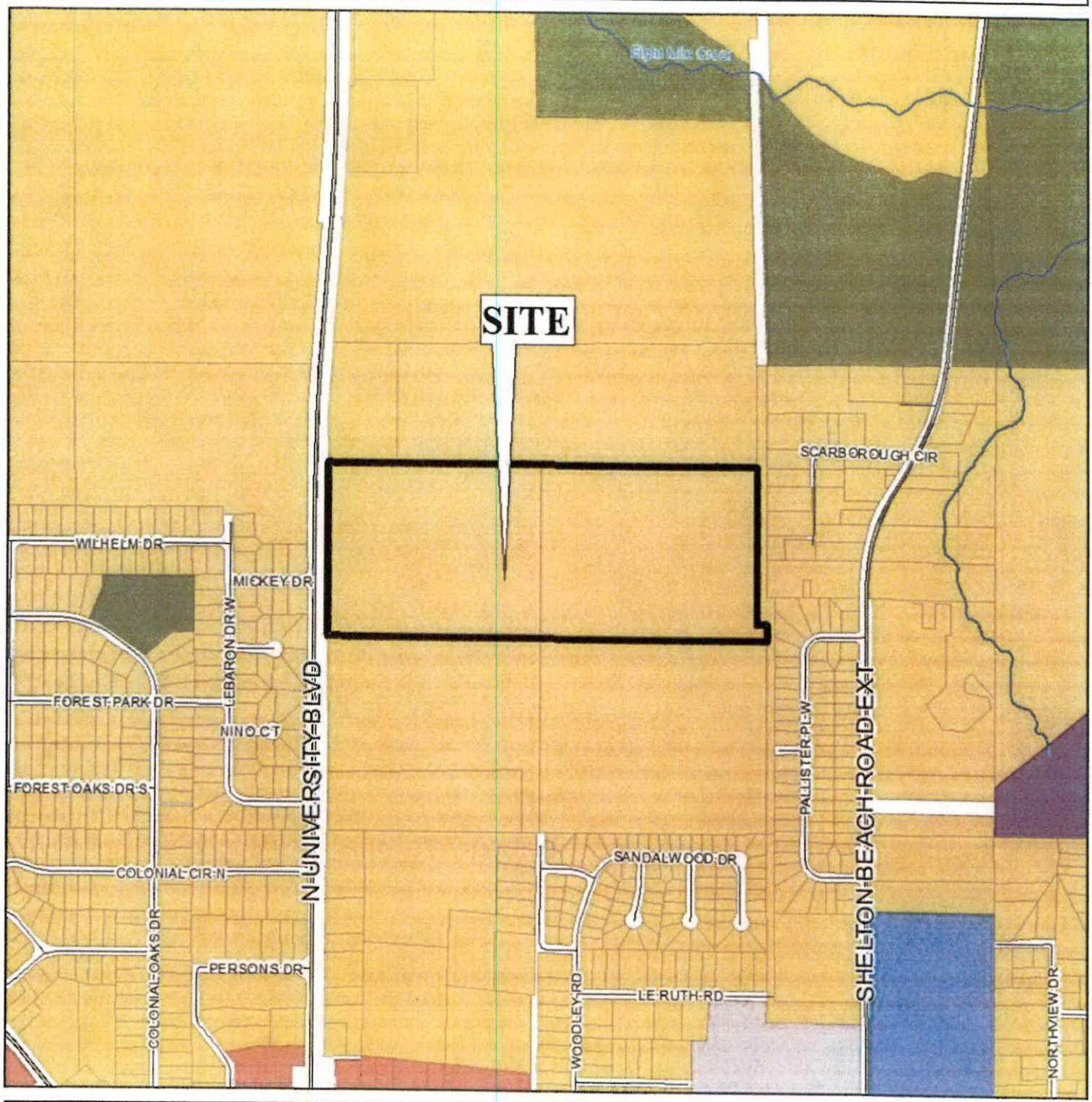
APPLICANT The Locale Subdivision, Phase Two

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE March 17, 2022

APPLICANT The Locale Subdivision, Phase Two

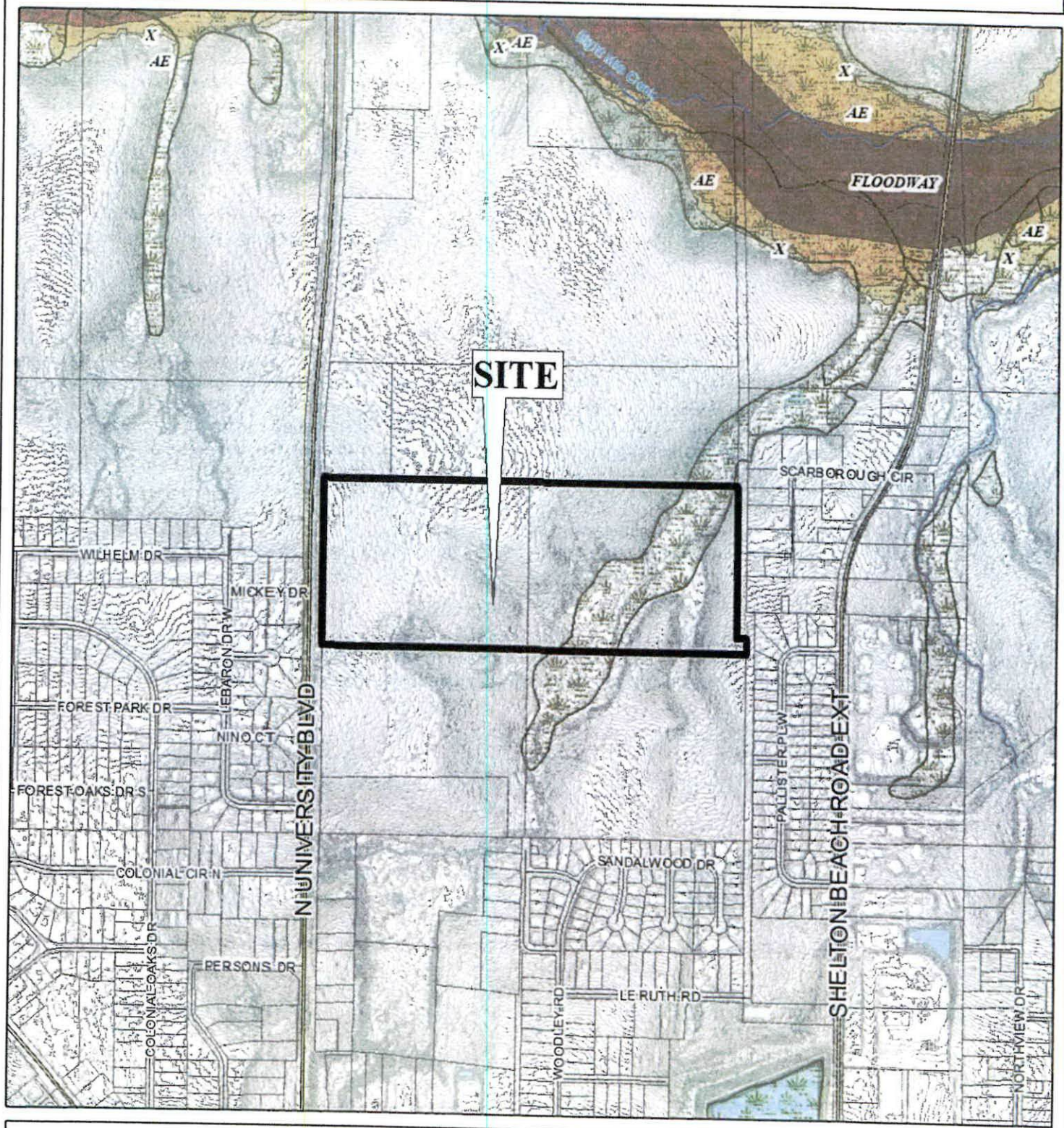
REQUEST Subdivision, Rezoning from R-1 to B-2 and R-1

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 10 DATE March 17, 2022

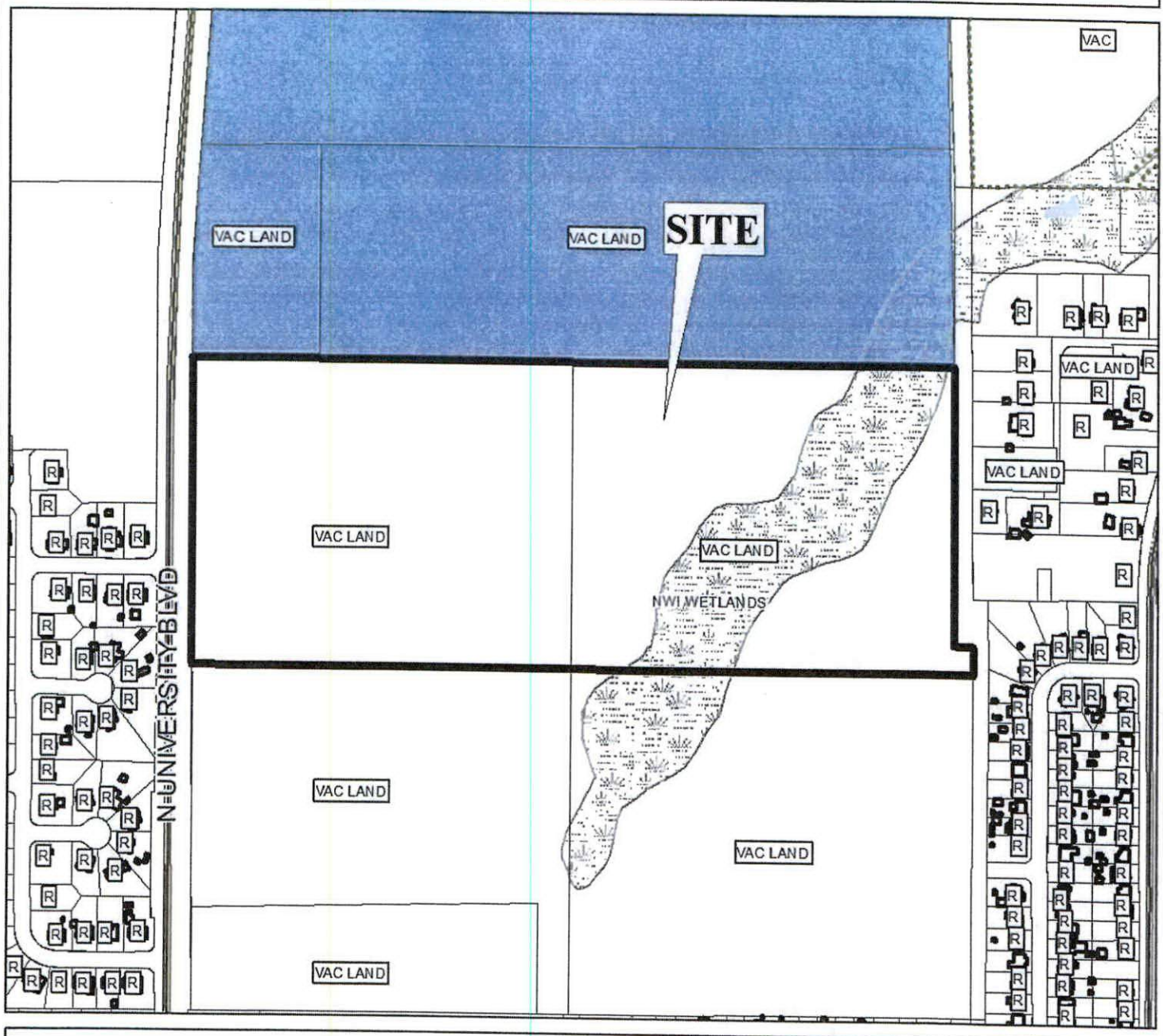
APPLICANT The Locale Subdivision, Phase Two

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by single family residential units.

APPLICATION NUMBER 10 DATE March 17, 2022

APPLICANT The Locale Subdivision, Phase Two

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

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by single family residential units.

APPLICATION NUMBER 10 DATE March 17, 2022

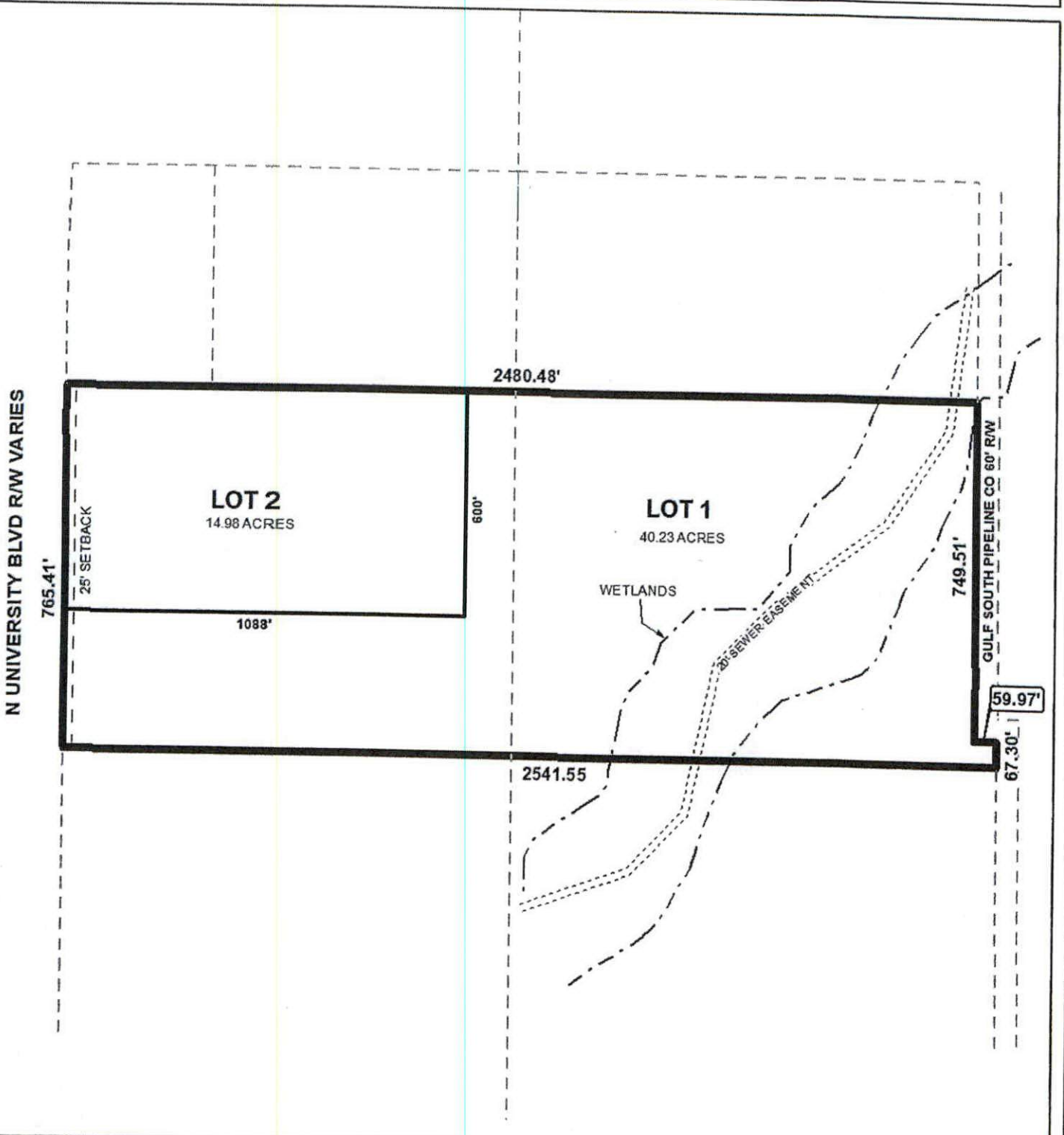
APPLICANT The Locale Subdivision, Phase Two

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE March 17, 2022

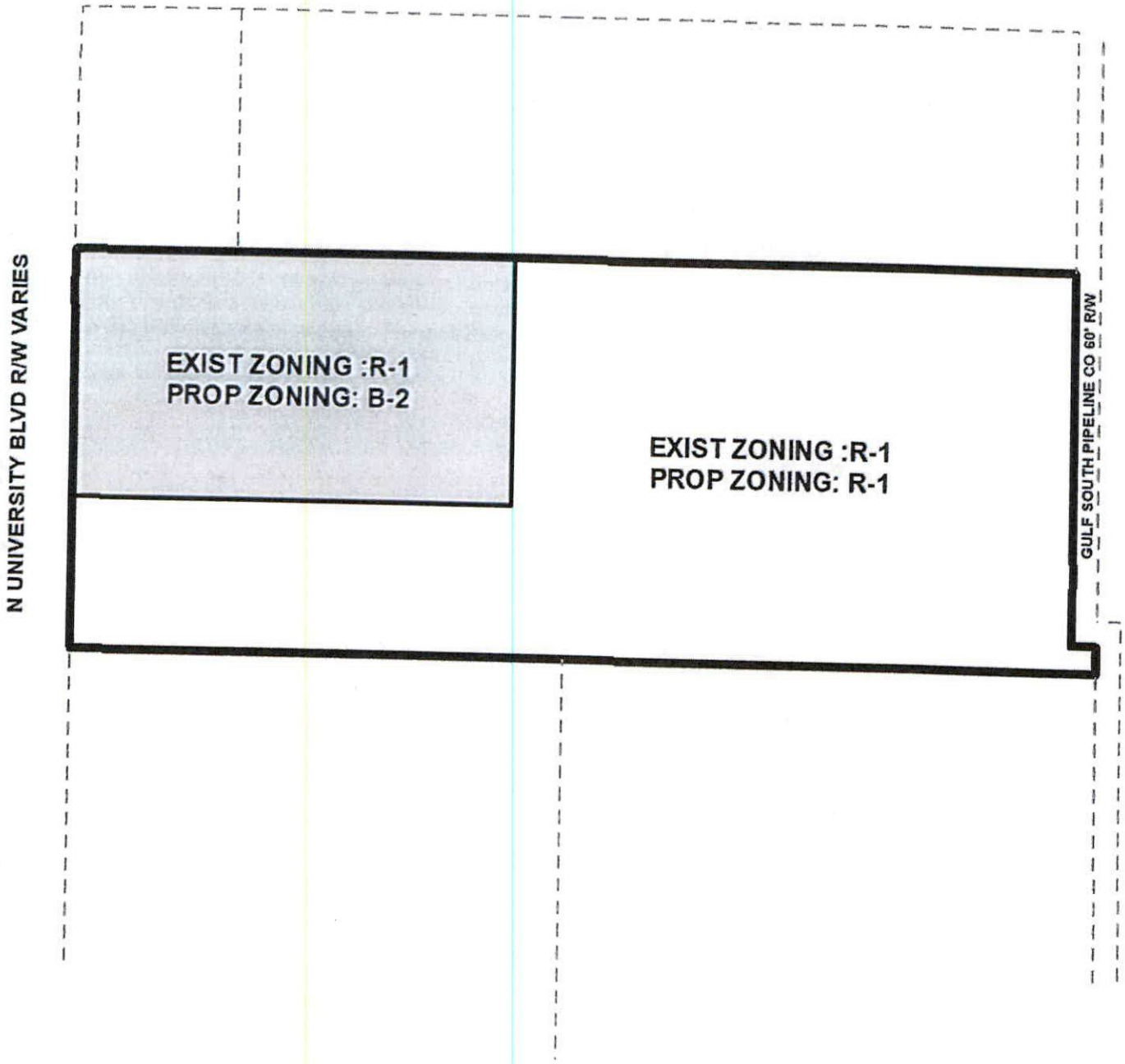
APPLICANT The Locale Subdivision, Phase Two

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE March 17, 2022

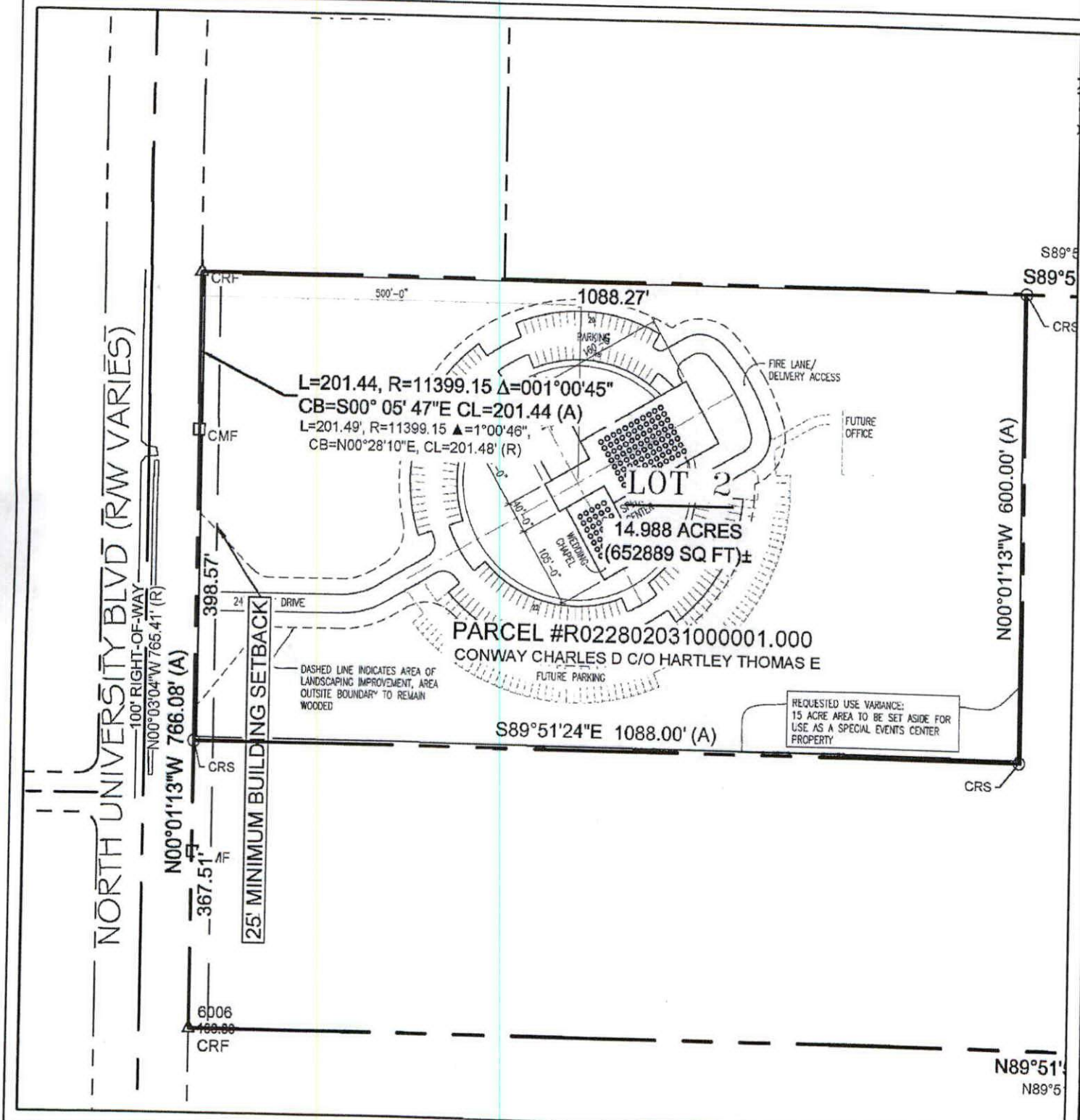
APPLICANT The Locale Subdivision, Phase Two

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE March 17, 2022

APPLICANT The Locale Subdivision, Phase Two

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

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:7/19/2022

Sponsored by:

Councilmember Jones

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	7/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/14/2022 - 11:49 AM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at Southeast corner of Cottage Hill Road and Sollie Road

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

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

Lisa C. Lambert
City Clerk

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

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

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

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

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 9th day of August, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 22nd day of July, 2022 in the Mobile Press Register.

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

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

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

AN ORDINANCE **2022**

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

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

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

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

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

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

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

Adopted:

_____

Lisa Lambert, City Clerk

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

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

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

Dear Council Members:

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

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning &Zoning Department

tms
Attachments

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

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

2373

DATE June 30, 2022

11-24/1210

PAY TO THE ORDER OF City of Mobile

$ 313.25

Three hundred and thirteen 25/00 DOLLARS

WELLS FARGO Wells Fargo Bank, N.A.

MEMO Rezoning Application

⑈002373⑈ ⑆121000248⑆ 2090001772099⑈

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THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 17, 2022

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

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

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

At its meeting on June 16, 2022, the Planning Commission considered the above referenced Rezoning application.

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

a. **the subdivision of land into building sites makes reclassification of the land necessary and desirable**

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

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

The advertising fee for this application is $313.25. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Marie York
Marie York, Principal Planner

MOBILE CITY PLANNING COMMISSION

JUNE 6, 2022

PUBLIC HEARING NOTICE

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

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 16, 2022, at 2:00 p.m.** to consider your above referenced application.

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, June 15, 2022,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

JUNE 6, 2022

PUBLIC HEARING NOTICE

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

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 16, 2022, at 2:00 p.m.,** to consider the above referenced application.

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

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

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

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

Planning & Zoning/City of Mobile
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Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, June 15, 2022,** to allow adequate time for the Commission members to review the information.

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

City of Mobile · Planning & Zoning

Planning Commission Application

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

APPLICATION TYPE AND FEES

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

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

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

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

Ryan Keidel, Real Estate Project Engineer — Name

Ryan.Keidel@wawa.com — Email

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

407-718-9607 — Phone

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

Pilot Davis Family Limited Partnership — Name

Name (other owners, optional)

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

Cottage Hill Road (no address established) — Property Address

R023303053000002 (portion), R023303053000003, R023303053000004 — Parcel Number

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

B-2 Neighborhood Business District — Present Zoning

same; only modifying conditions — Proposed Zoning (if applicable)

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

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

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

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

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

9. TREES Are there any 24-inch diameter or larger trees on the site? ■ **YES** ☐ **NO**
If YES, are they shown on the Site Plan? ■ **YES** ☐ **NO**

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

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

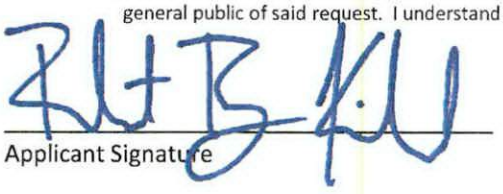


Applicant Signature

04/19/2022
Date

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

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



Applicant Signature

04/19/2022
Date

APPLICATION CHECKLIST

(ZON, PUD, PLA)

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

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

Kimley»Horn

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

PLAN CONSISTENCY STATEMENT
MAP FOR MOBILE: FRAMEWORK FOR GROWTH

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

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

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

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

The property is designated within the Future Land Use Plan as "Mixed Commercial Corridor (MCC)," which mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses and acknowledges existing commercial development spread along the City's transportation corridors. The area is already built with several commercial businesses, including a CVS directly across Sollie Road and a Shell gas station directly across

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

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

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

Kimley»Horn

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

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

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

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

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

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

Rezoning Ordinance 1494 set forth the following conditions of approval:

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

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

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

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

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

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

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

City of Mobile · Planning & Zoning

Planning Commission Application

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

APPLICATION TYPE AND FEES

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

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

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

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

Ryan Keidel, Real Estate Project Engineer
Name

Ryan.Keidel@wawa.com
Email

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

407-718-9607
Phone

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

Pilot Davis Family Limited Partnership
Name

Name (other owners, optional)

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

Cottage Hill Road (no address established)
Property Address

023303053000003, 023303053000004, 3303052000072, 3303053000002, 3303052000071
Parcel Number

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

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

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

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

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

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

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

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

9. TREES Are there any 24-inch diameter or larger trees on the site? ■ **YES** ☐ **NO**
If YES, are they shown on the Site Plan? ■ **YES** ☐ **NO**

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

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

Applicant Signature

04/19/2022
Date

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

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

Applicant Signature

04/19/2022
Date

APPLICATION CHECKLIST

(ZON, PUD, PLA)

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

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

Kimley»Horn

Wawa Mobile Project
Parcel Numbers: R023303053000003 and R023303053000004

PLAN CONSISTENCY STATEMENT
MAP FOR MOBILE: FRAMEWORK FOR GROWTH

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

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

The property is designated within the Future Land Use Plan as "Mixed Commercial Corridor (MCC)," which mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses and acknowledges existing commercial development spread along the City's transportation corridors. The area is already built with several commercial businesses, including a CVS directly across Sollie Road and a Shell gas station directly across Cottage Hill Road. A larger lot single-family neighborhood borders the property to the south currently constructed with six homes, only of two of which border the subject property.

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

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

Kimley»Horn

Wawa Mobile Project
Parcel Numbers: R023303053000003 and R023303053000004

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

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

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

The rezoning Ordinance set forth the following conditions of approval:

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

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

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

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

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

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

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

Date: April , 2022

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

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

To whom it may concern:

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

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

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

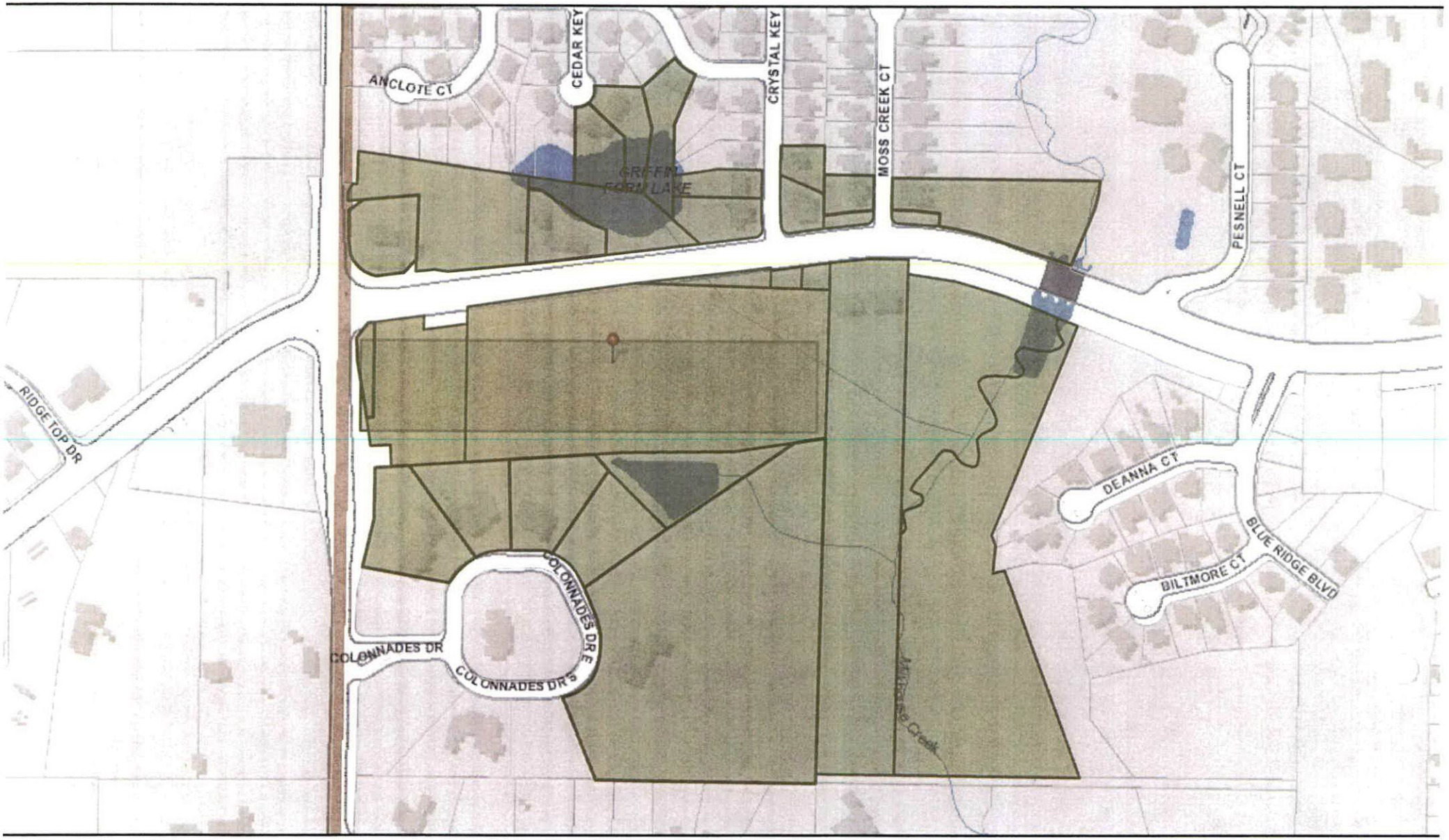
Sincerely,
PILOT DAVIS FAMILY LIMITED PARTNERSHIP

Signature:

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

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

Notified Parcels_300 ft Buffer



1/2022, 9:53:22 AM

Parcels Selected by Buffer

Parcels Selected

Parcel Details

1:4,497

0 0.04 0.07 0.15 mi

0 0.05 0.1 0.2 km

City of Mobile GIS Department

City of Mc

City of Mc

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

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

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

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

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

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

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

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

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

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

RYAN KEIL, APPLICANT
7516 RIVERVIEW DRIVE
BRADENTON, FL 34209

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ENGINEERING COMMENTS

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

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

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

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

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

Rezoning:

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

6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The applicant states:

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

Access Management

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

Landscaping, Buffering and Open Space

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

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

Stormwater/Drainage

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

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

Site Lighting

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

Signage

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

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

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

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

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

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

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

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

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

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

Justification

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

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

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

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

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

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

In regards to the proposed rezoning, the applicant states:

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

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

Rezoning Ordinance 1494 set forth the following conditions of approval:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECOMMENDATION

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

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

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

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

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

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

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

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

6) development of the site is limited to the standard sign allowances in the Zoning Ordinance for a single-business site;
7) full compliance with Engineering comments: (*ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: 1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. 5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. 6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.*);
8) placement of a note on the Final Plat stating Traffic Engineering comments: (*Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.*);
9) compliance with Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.*);
10) compliance with Fire Department comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.*); and
11) full compliance with all municipal codes and ordinances.

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

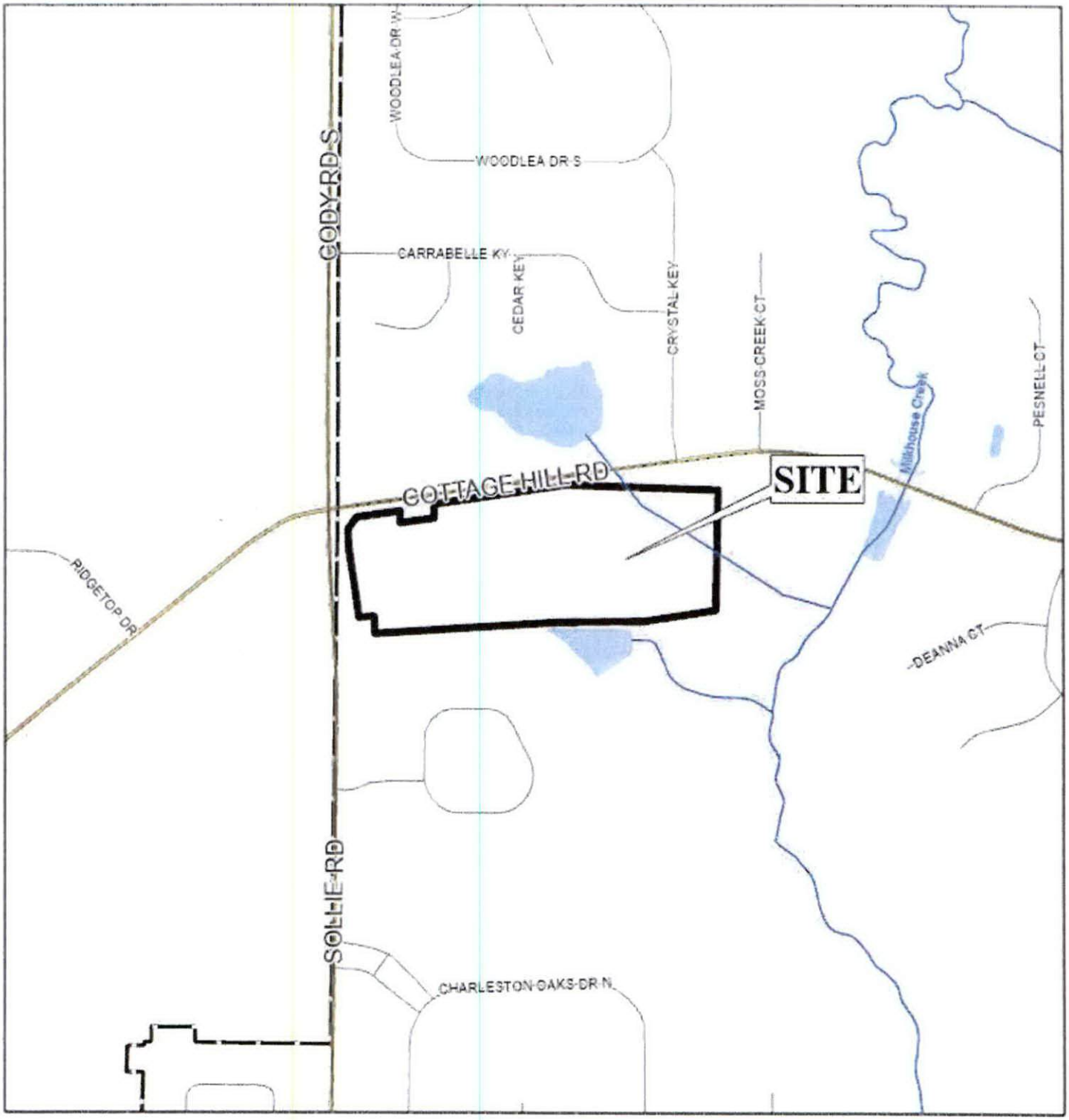
1) the subdivision of land into building sites makes reclassification of the land necessary and desirable

The rezoning should be subject to the following conditions:

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

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

LOCATOR MAP



APPLICATION NUMBER 7 DATE June 16, 2022

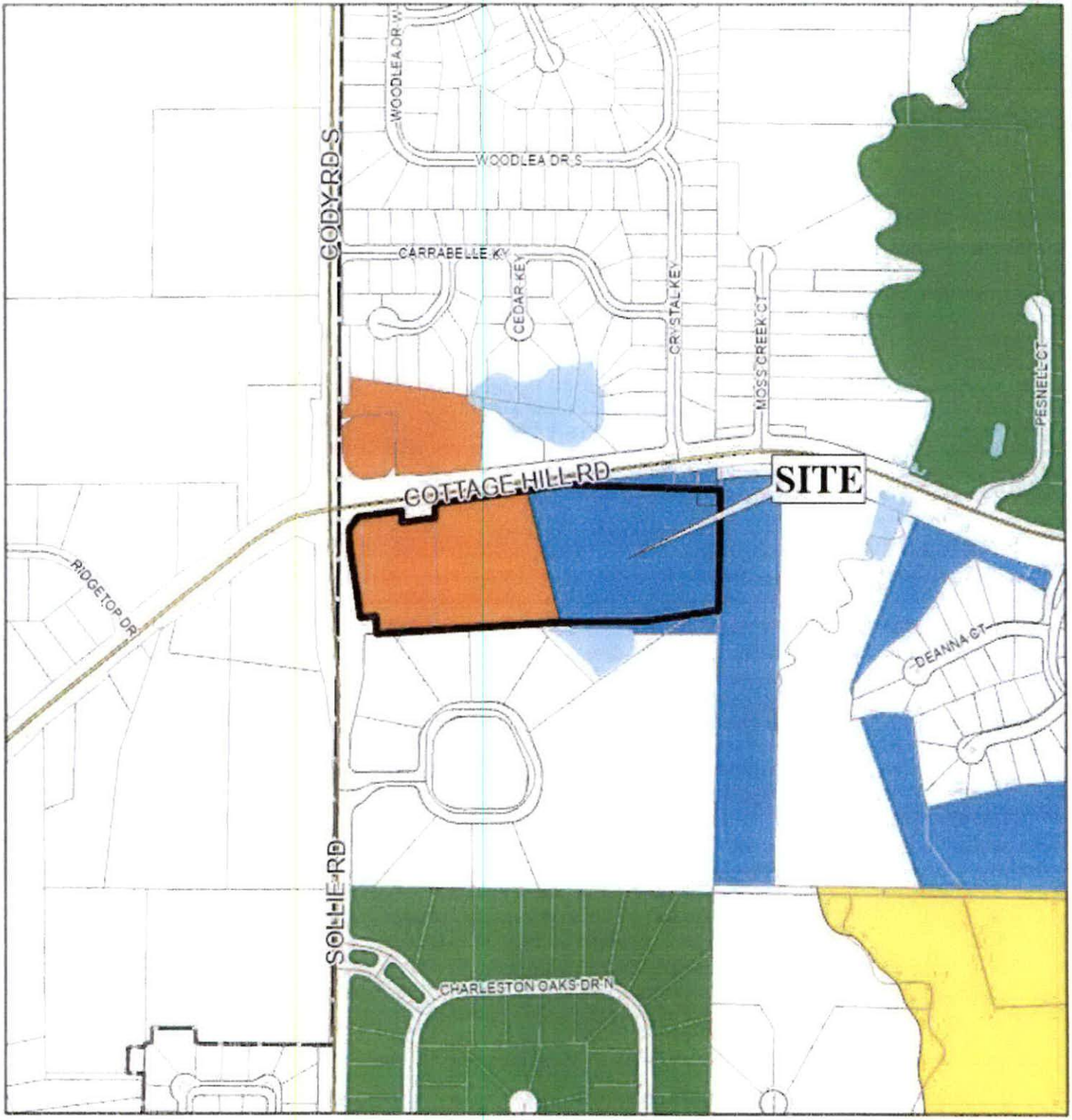
APPLICANT Davis Pilot Family Subdivision

REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE June 16, 2022

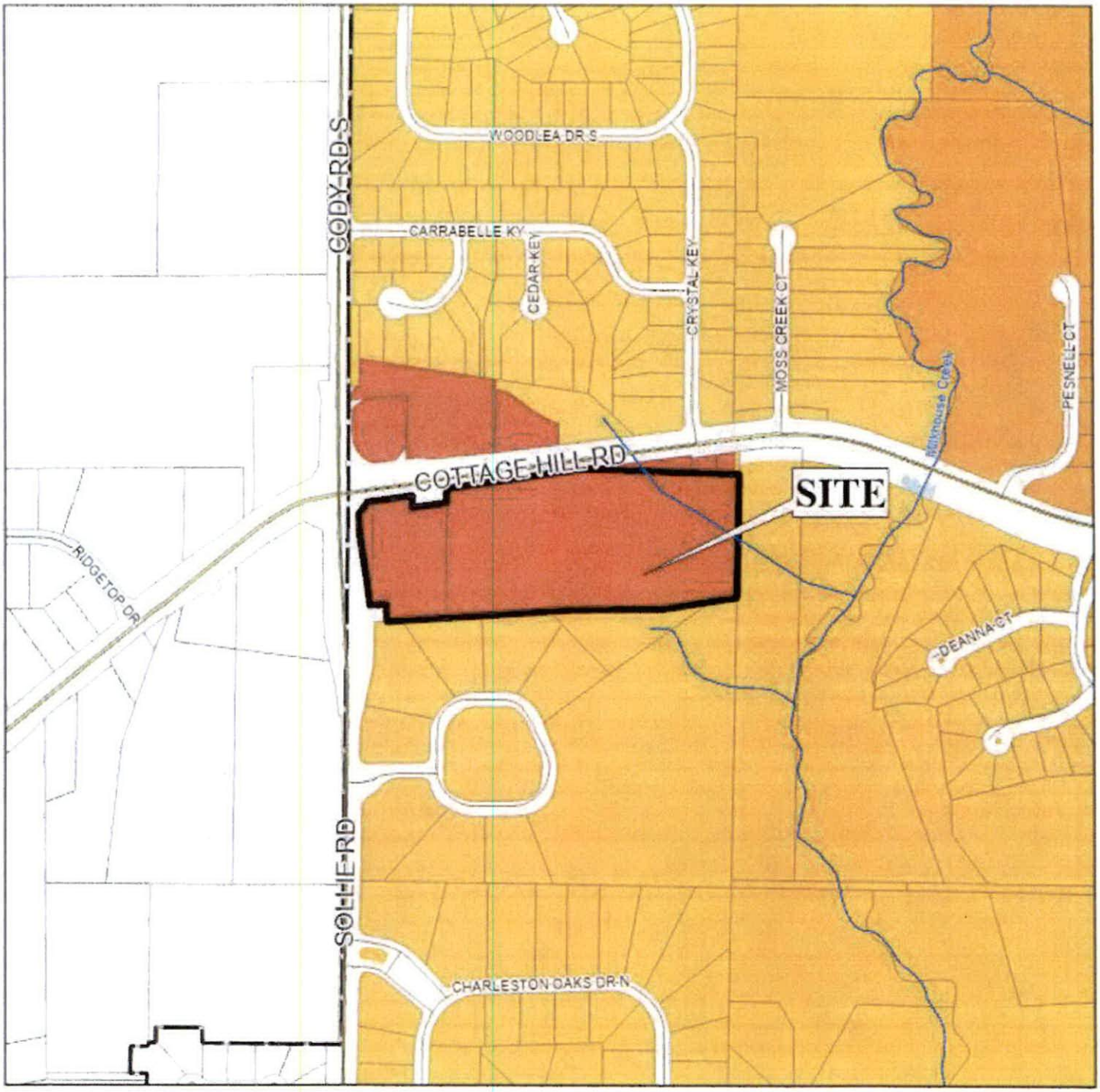
APPLICANT Davis Pilot Family Subdivision

REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE June 16, 2022

APPLICANT Davis Pilot Family Subdivision

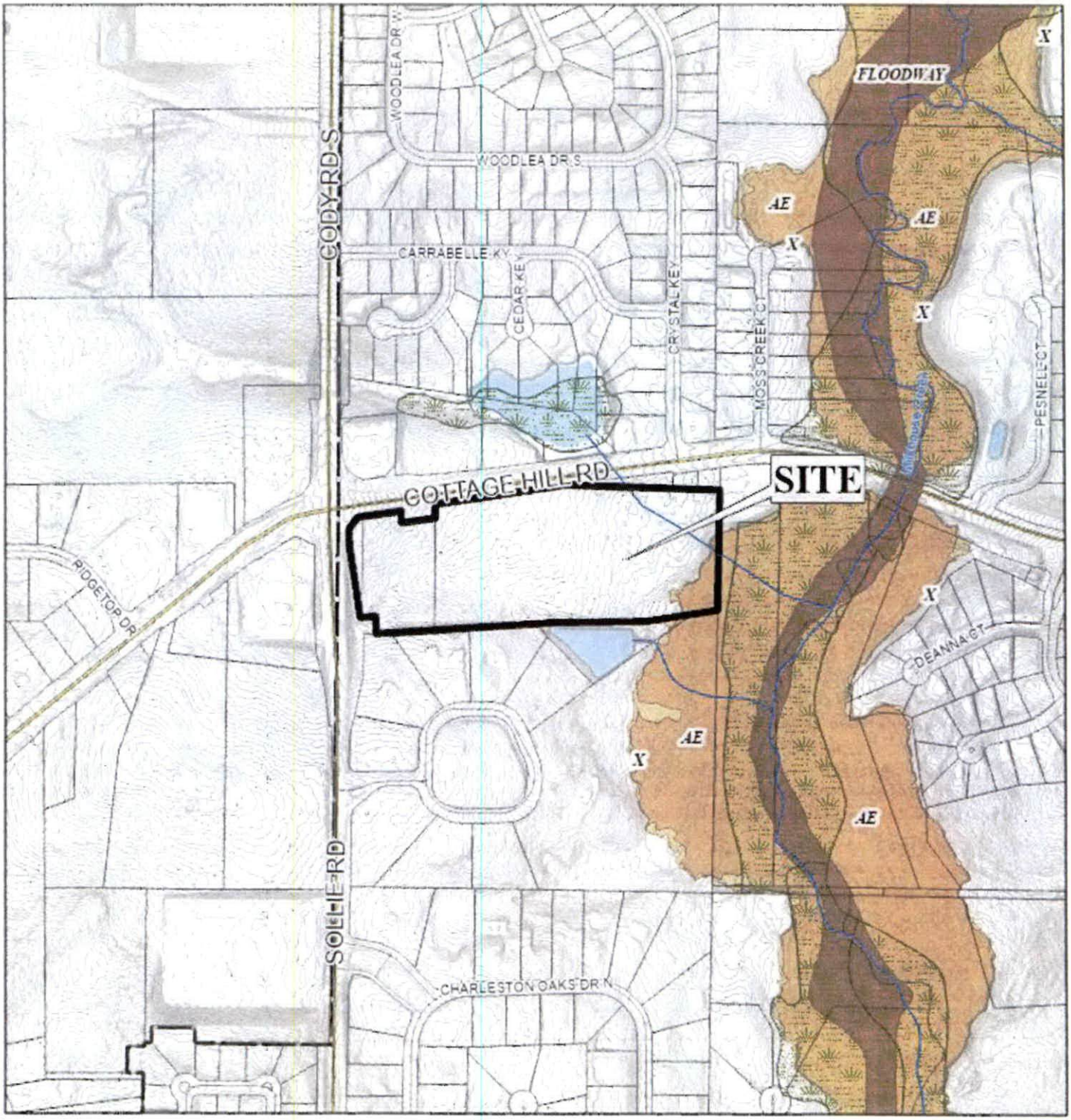
REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 7 DATE June 16, 2022

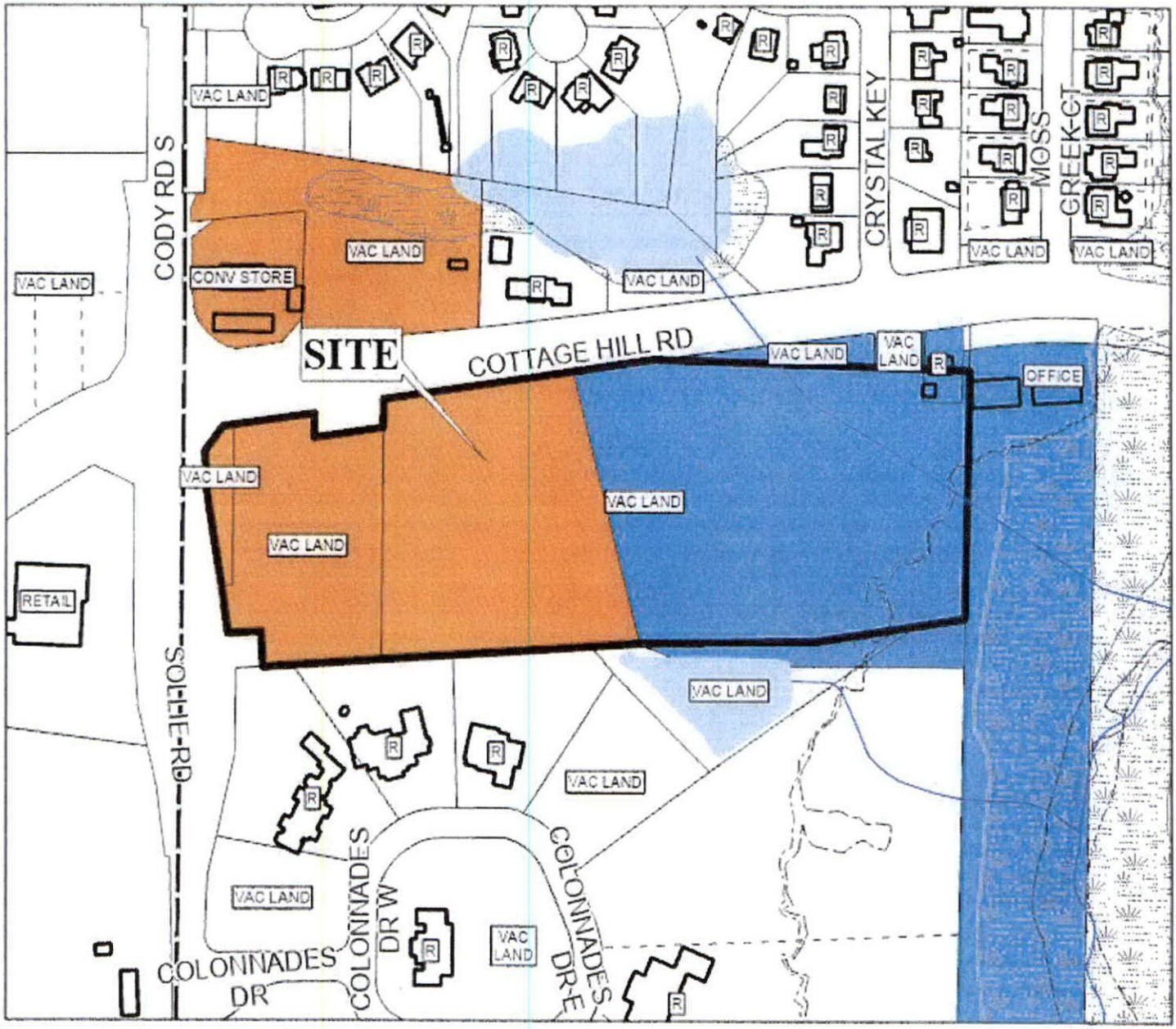
APPLICANT Davis Pilot Family Subdivision

REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



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

APPLICATION NUMBER 7 DATE June 16, 2022

APPLICANT Davis Pilot Family Subdivision

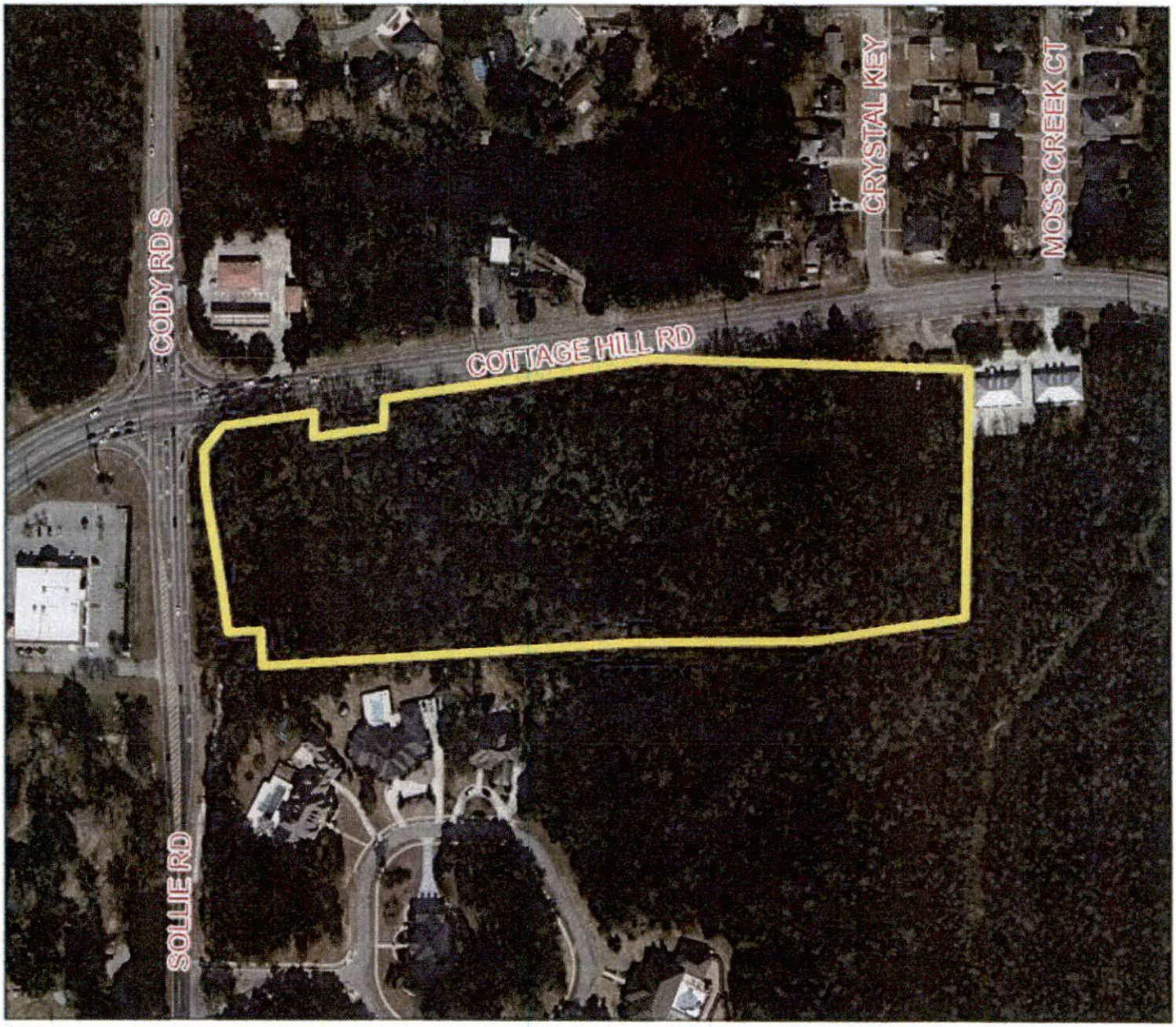
REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



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

APPLICATION NUMBER 7 DATE June 16, 2022

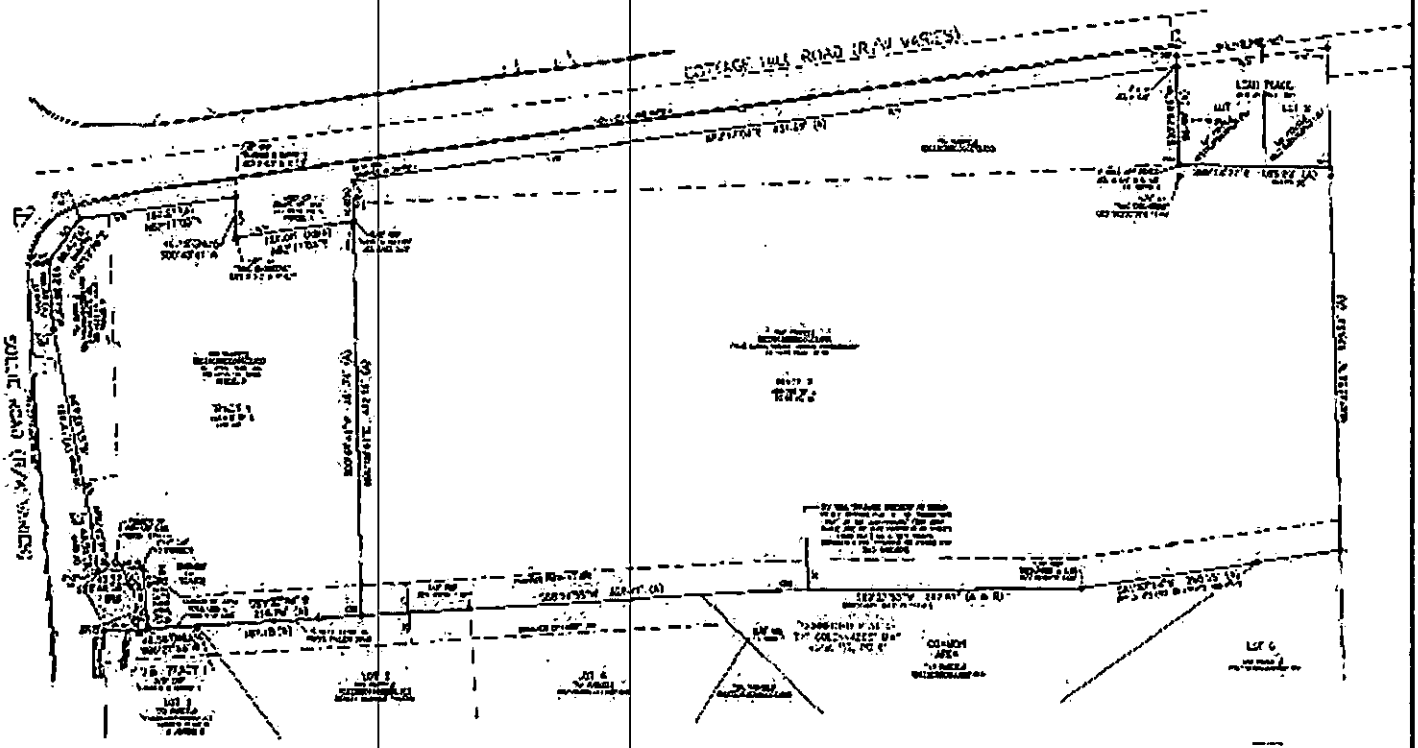
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N

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SITE PLAN



This site illustrates the lots and easements.

APPLICATION NUMBER 7 DATE June 16, 2022

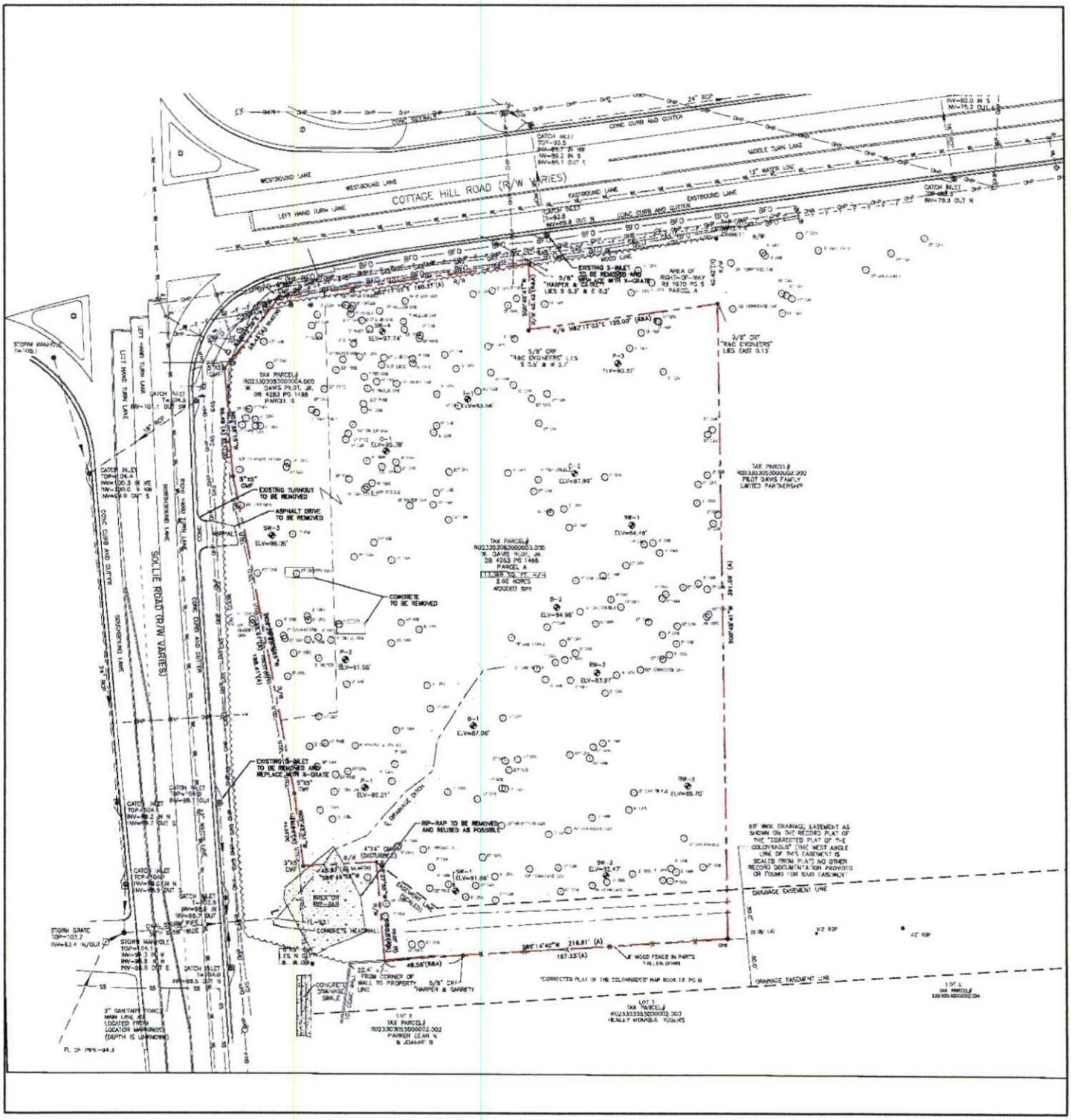
APPLICANT Davis Pilot Family Subdivision

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N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE June 16, 2022

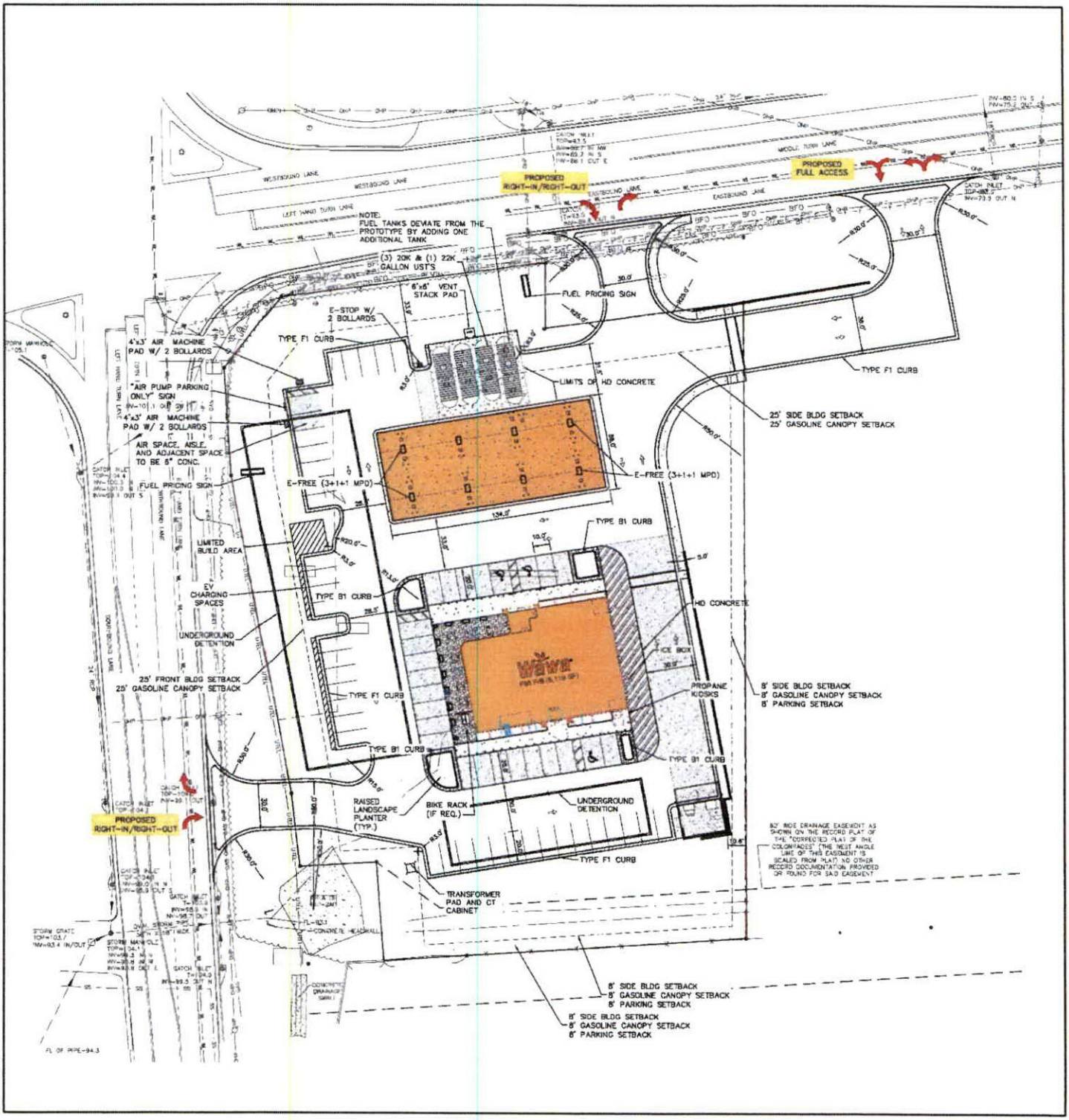
APPLICANT Davis Pilot Family Subdivision

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N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE June 16, 2022

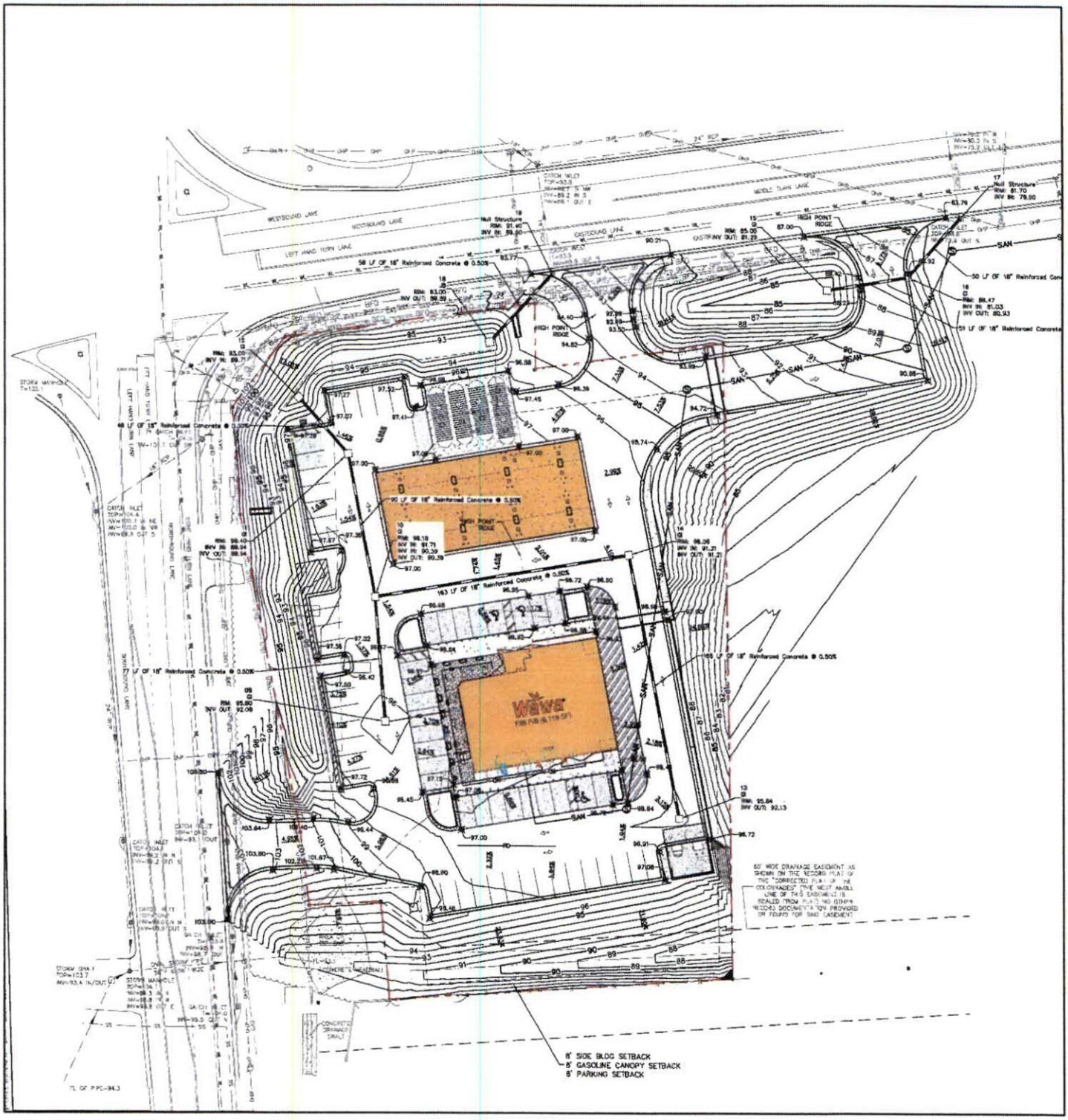
APPLICANT Davis Pilot Family Subdivision

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N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE June 16, 2022

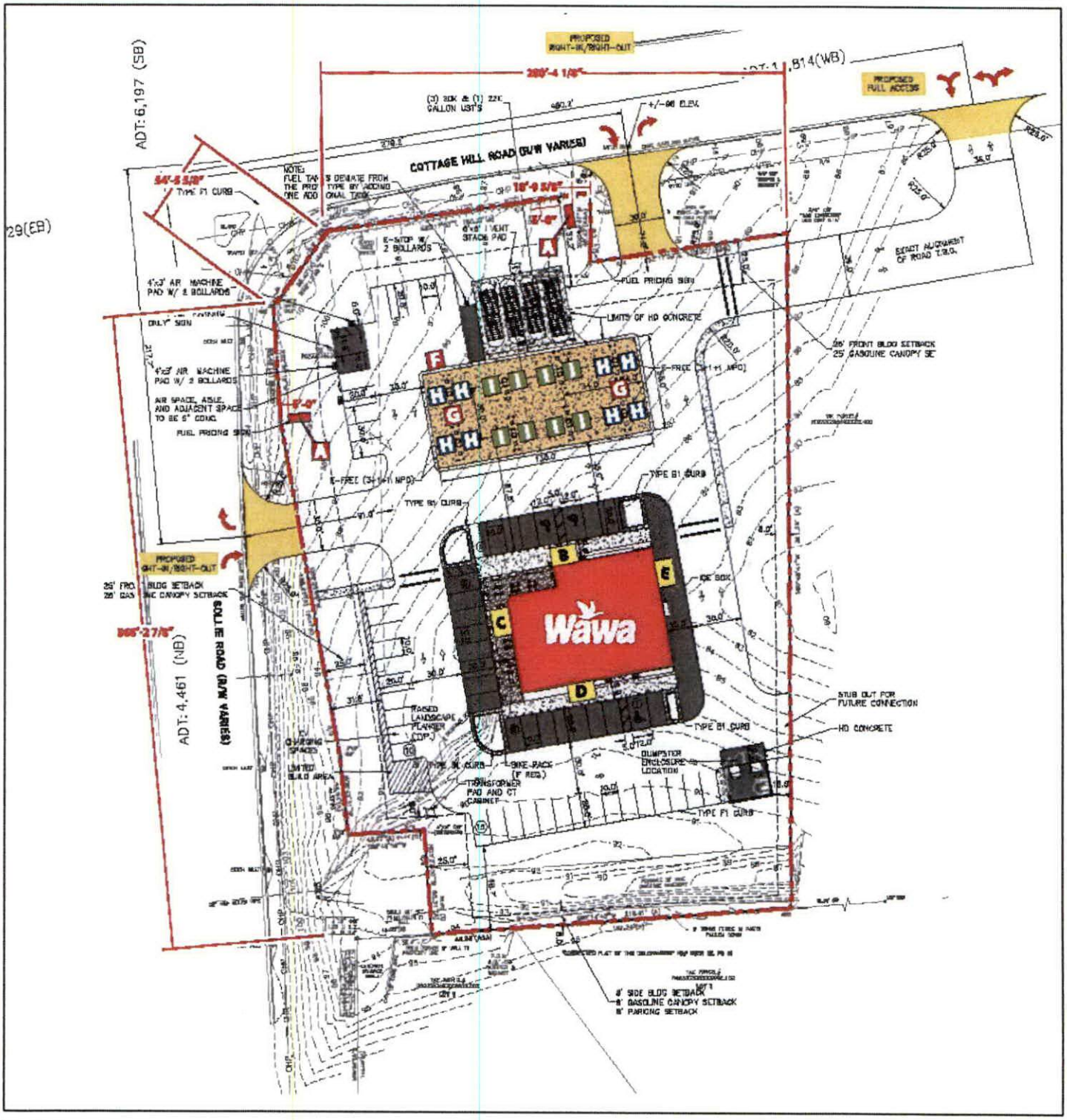
APPLICANT Davis Pilot Family Subdivision

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NTS

DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE June 16, 2022

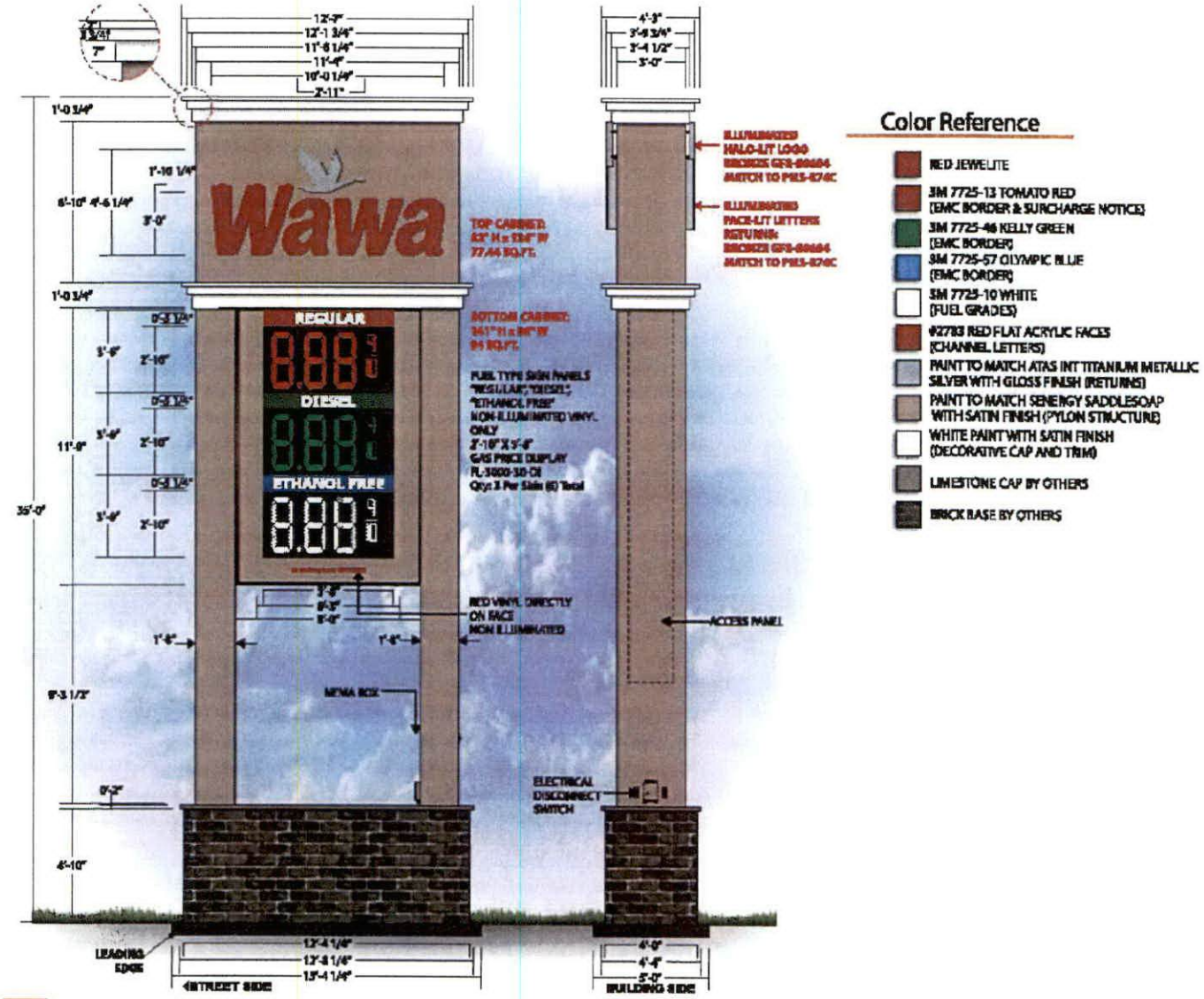
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N

NTS

DETAIL SITE PLAN



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

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

APPLICATION NUMBER 7 DATE June 16, 2022

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NTS

DETAIL SITE PLAN



Proposed Condition Front (North) Elevation

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

APPLICATION NUMBER 7 DATE June 16, 2022

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DETAIL SITE PLAN



Proposed Condition Right (West) Elevation

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

APPLICATION NUMBER 7 DATE June 16, 2022

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N

NTS

DETAIL SITE PLAN



Proposed Condition Rear (South) Elevation NON ILLUMINATED

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

APPLICATION NUMBER 7 DATE June 16, 2022

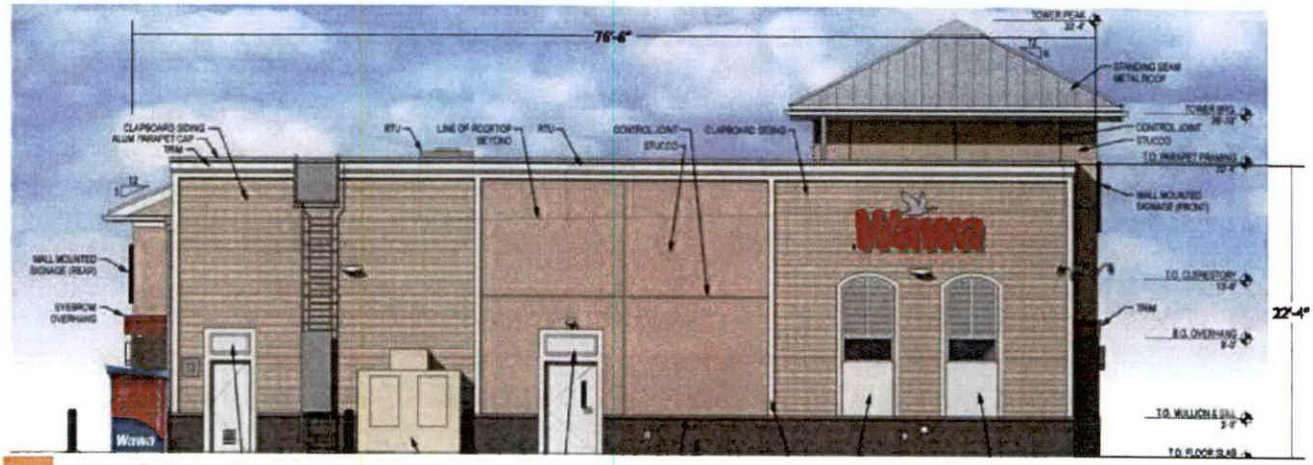
APPLICANT Davis Pilot Family Subdivision

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N

NTS

DETAIL SITE PLAN



Proposed Condition Left (East) Elevation

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

APPLICATION NUMBER 7 DATE June 16, 2022

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N

NTS

DETAIL SITE PLAN

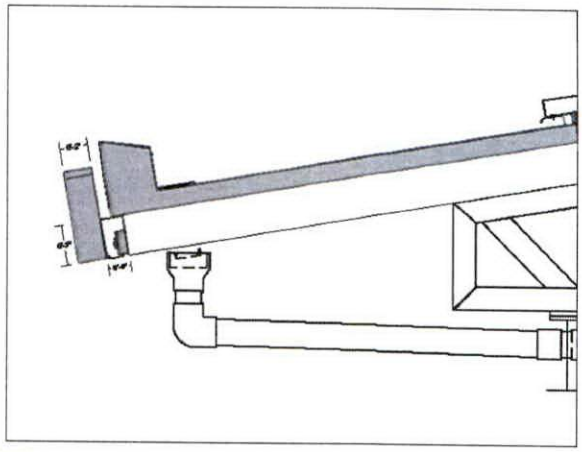
F 5" Deep Front Lit LED Illuminated Letters & Logo (on 4" x 7" Extruded Raceway) - Right Side

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

Color Reference

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





Self-Contained Flush Mount Canopy Sign (Side View)

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

APPLICATION NUMBER 7 DATE June 16, 2022

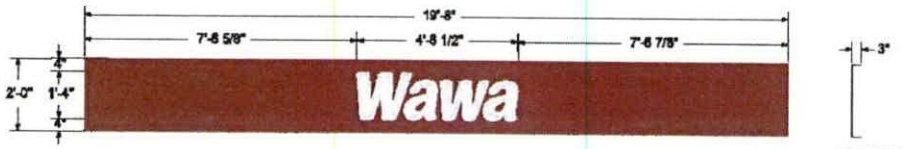
APPLICANT Davis Pilot Family Subdivision

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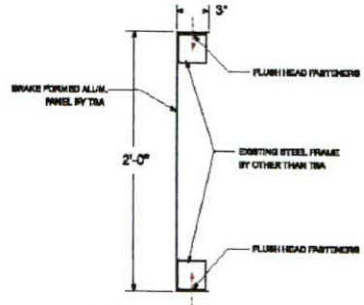
N

NTS

DETAIL SITE PLAN

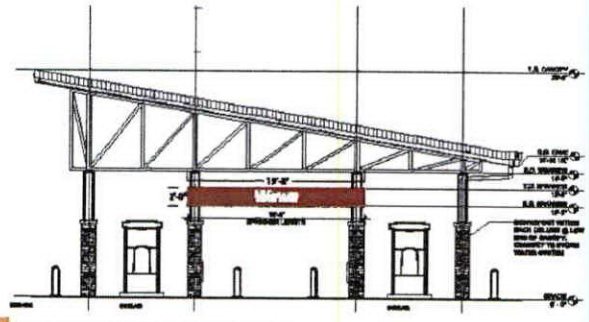


G D/F Brake Formed Aluminum Gas Pump Canopy Spanner Panel - DOUBLE PUMP
COPY AREA = 6.04 SF
SCALE: 3/8" = 1'-0"

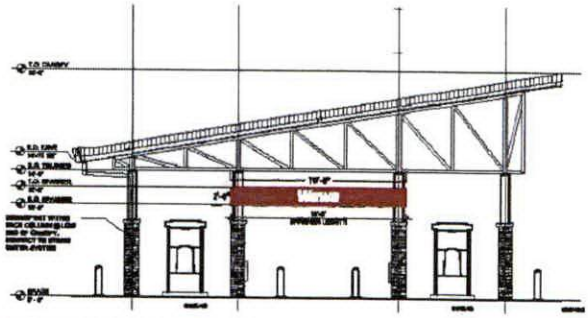


Mounting Detail

Color Reference



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

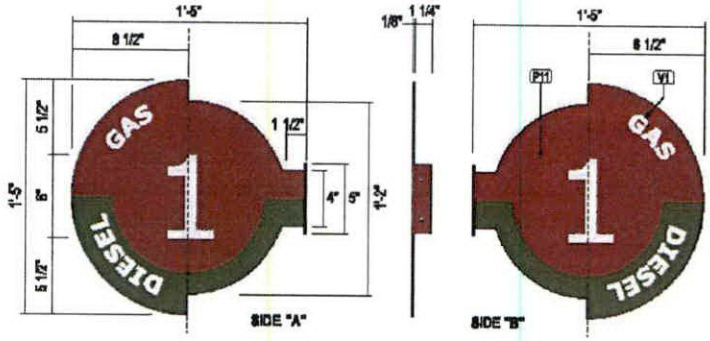


Pump Elevation View- West Elevation
SCALE: 3/32" = 1'-0"

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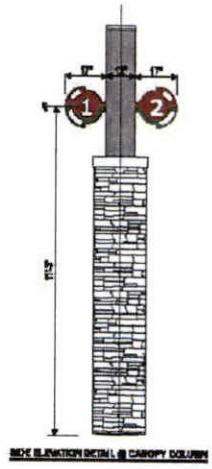
N
NTS

DETAIL SITE PLAN



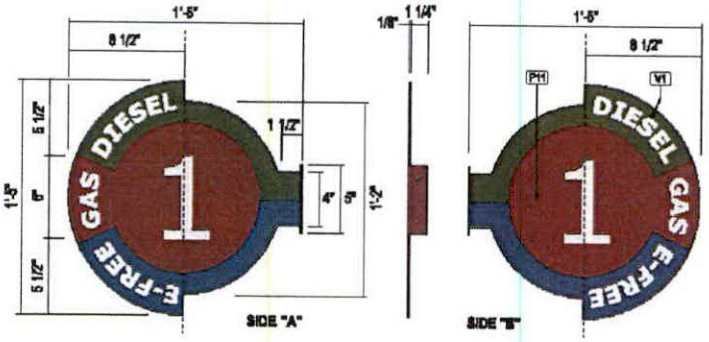
H DETAIL @ D/F PUMP INDICATOR SIGN - GAS & DIESEL
QTY: 8
ALUMINUM FACES PAINTED RED & GREEN.
WHITE VINYL COPY & NUMBERS.
FONT STYLE: VERDANA

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



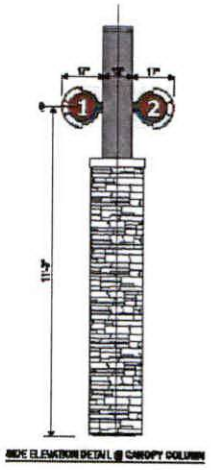
SIDE ELEVATION DETAIL @ CANOPY COLUMN

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



I DETAIL @ D/F PUMP INDICATOR SIGN - E-FREE, GAS & DIESEL
QTY: 8
ALUMINUM FACES PAINTED RED, BLUE AND GREEN.
WHITE VINYL COPY & NUMBERS.
FONT STYLE: VERDANA

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



SIDE ELEVATION DETAIL @ CANOPY COLUMN

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

APPLICATION NUMBER 7 DATE June 16, 2022

APPLICANT Davis Pilot Family Subdivision

REQUEST Subdivision, PUD, Rezoning, & Sidewalk Waiver

N

NTS